



## **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.**

### **RFP DOCUMENT FOR**

**“Consultancy Services for feasibility study of providing one additional floor over existing (G+4)-storied building of ongoing Purbanna Housing Project at Manicktala including preparation of detailed Structural Design and all Drawings etc. for obtaining revised sanctions and clearances from the local Authorities”.**

**(NIP No. 1R/2015-16/ DD (EP)-IV/WBHB)**

**DEPUTY DIRECTOR (EP)-IV, WEST BENGAL HOUSING BOARD.**

**September, 2015.**

# **RFP DOCUMENTS**

## **FOR**

**“Consultancy Services for feasibility study of providing one additional floor over existing (G+4)-storied building of ongoing Purbanna Housing Project at Manicktala including preparation of detailed Structural Design and all Drawings etc. for obtaining revised sanctions and clearances from the local Authorities”.**

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**SECTION 1**  
**NOTICE INVITING RFP**



## 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](http://www.wbhousingboard.in) Email : [wbhousingboard@gmail.com](mailto:wbhousingboard@gmail.com)

Memo No. : 839 / DD(EP-IV)/HB

Date : 23.09.2015

### REQUEST FOR PROPOSAL (RFP)

#### Notice Inviting Proposal No. 1R of 2015-16 of DD(EP)-IV, WBHB. (2<sup>nd</sup> Call)

1. West Bengal Housing Board (WBHB) invites sealed proposals on single stage two packet system from experienced and reputed Consulting firms to provide **Consultancy Services** for the following work as per particulars given hereunder.
2. Name of work : "Consultancy Services for feasibility study of providing one additional floor over existing (G+4)-storied building of ongoing Purbanna Housing Project at Manicktala including preparation of detailed Structural Design and all Drawings etc. for obtaining revised sanctions and clearances from the local Authorities".
3. Features of the project : One (G+4)-storied Residential Apartment for HIG comprising of 4x9 i.e. 36 Nos. Dwelling Units of different covered area is under construction on a land measuring more or less 34 Catha at 160/1B, Manicktala Main Road, Kolkata-700054 in the name of Manicktala (Purbanna) Housing Project. The Plan of the project was sanctioned on 12.12.2012 wherein **optimum availability** of built up area with respect to the maximum allowable F.A.R. as per current building rules was not utilised. WBHB now wants to explore the feasibility of construction of one additional floor above 4<sup>th</sup> floor by utilizing the available FAR. The project is a modern planned HIG apartment with all necessary facilities and infrastructural amenities including roads and pathways, drainage, water supply, sewerage, electrical, landscaping and beautification etc.
4. Bid Security : 2% (two percent) of Quoted Amount
5. Cost of bidding document : Rs 750/- (Seven hundred and fifty only) per set.
6. Period of Completion: **6(six) months.**
7. RFP documents: Request For Proposal (RFP) document consisting of detail scope of work, project details, eligibility criteria etc. can be obtained by downloading from Board's website [www.wbhousingboard.in](http://www.wbhousingboard.in) starting from **25.09.2015 at 14.00 hours. Upto 05.10.2015 at 14.00 hours.** Necessary payment of **Rs. 750/- ( Rupees seven hundred fifty ) only as cost of Bidding Documents and Bid Security Money as mentioned**

above (Sl. 4) shall have to be submitted separately in the form of Bank Draft/Pay Order issued by any nationalized / Schedule Bank of India drawn in favour of "West Bengal Housing Board" payable at Kolkata.

8. Receipt of proposal: All sealed proposals should be dropped in the Tender Box kept in the chamber of Deputy Director (Engg. Planning)-IV, WBHB at the address as given in Para 11 below not later than **14.00 hrs. on 05.10.2015** and Bid will be opened on the same day at **14.30 hrs.** in presence of the Consultants or their Authorised representative(s) who choose to attend.
9. RFP document containing eligibility and qualification criteria in Packet-1 will be opened first and evaluated. The Consulting Firm will be selected based on fulfilling the prescribed qualification & eligibility criteria.
- Financial proposal in Packet-2 in respect of the selected Consulting Firms only will be opened for evaluation of financial offers subsequently.
10. For any queries and clarification, interested Consultants may visit the site and may contact the Deputy Director (Engg. Planning)-IV at the address mentioned at para 11 below.

**11. Address for Communication:**

**Deputy Director (Engg. Planning)-IV,  
WEST BENGAL HOUSING BOARD  
'A B A S A N', 105, S. N. Banerjee Road, Kolkata – 700 014,  
Phone : (033) 2265-1965, 2264-1967. Fax : (033)2264-1480/ 0979.  
Web site : [www.wbhousingboard.in](http://www.wbhousingboard.in)  
Email : [wbhousingboard@gmail.com](mailto:wbhousingboard@gmail.com)**

- Interested Consulting firms may consult the WBHB website 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.
12. Service tax may be reimbursed to the agency on production of necessary documents by him in due course.
13. WBHB reserves the right to accept/reject any or all proposals without assigning any reason thereof.

**Deputy Director (Engg. Planning)-IV  
West Bengal Housing Board.**

**Memo No. : 839 (1/10) / DD(EP-IV)/HB**

**Date : 23.09.2015**

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

1. Vice-Chairman, HRBC, St. Georges Gate Road, Kolkata-700021
2. Chief Engineer, Housing Directorate, Govt. of W.B. N.S.Building, 1, K.S. Roy Road, Kol-700001.
3. Chief Engineer-I, WB HIDCO, "HIDCO BHABAN", Premises No. 34-1111, Major Artrial Road, 3<sup>rd</sup> Rotary, New Town, Kolkata -700156.
4. Chief Municipal Engineer, Dev. & Planning Deptt., K. M. C., S.N. Banerjee Road, Kol-700014.
5. Superintending Engineer (P.W.D), Presidency Circle.-I, N.S. Bldg, 1, K.S.Roy Road, Kol-700001.
6. Superintending Engineer (P.W.D), Presidency Circle.-II, Hestings, Kolkata-700027.

7. Superintending Engineer (P.W.D), Southern Circle. C.I.T. Bldg, P-16, India Exch. Place Extn, Kol-73.
8. Superintending Engineer (P.W.D), Bidhan Nagar Circle, Purta Bhawan, Salt lake, Kol-700091.
9. Superintending Engineer (P.W.D), Eastern Circle, 45, Ganesh Ch. Avenue, Kol-700013.
10. West Bengal Builder's Association, 119, Bepin Behari Ganguly Street, Calcutta - 700012

**Deputy Director (Engg. Planning)-IV,  
West Bengal Housing Board.**

**Memo No. : 839 /2(18)/DD(EP-IV)/HB**

**Date : 23.09.2015**

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

1. Housing Commissioner, WBHB
2. Director (Engg.),WBHB
3. CA-Cum-AP,WBHB
4. FA-Cum-CAO,WBHB
- 5-12 JD(EW)-I/II/III/IV/V/(EEW) / Slg.,WBHB/JD(EP)
- 13 .Senior Architect, WBHB
- 14 JHC & Secy., WBHB
15. L.A.O., WBHB with the request to publish the Notice in BOARD's Web site.
16. DD (E.P)-III,WBHB
17. Estimator (E.P.),WBHB
18. Notice Board

**Deputy Director (Engg. Planning)-IV,  
West Bengal Housing Board.**

**SECTION 2**  
**INSTRUCTIONS TO CONSULTANTS**

## SECTION 2.

### INSTRUCTIONS TO CONSULTANTS

#### A. GENERAL

#### 1 Scope of Bid

##### 1.1 Project Background

West Bengal Housing Board (hereinafter referred to as “WBHB” or the “Client”) intends to engage reputed Consultancy Firm for providing Consultancy Services for Preparation and submission of Detail Structural Design and Drawing for the proposed vertical extension of one additional floor over existing (G+4)-storied building of ongoing Purbanna Housing Project at Manicktala after necessary feasibility study.

WBHB invites request for proposal (RFP) to appoint a reputed Consultancy firm to prepare feasibility report whether vertical extension is possible or not from structural point of view. **If viable** then (i) Preparation of Architectural drawing, (ii) preparation of structural drawing and (iii) Vetting of the structural design and drawing by Structural Engineering Expert from Institutions like JU/IIEST/IIT. Also preparation of detailed architectural and structural drawings as necessary for getting revised Sanction/approval of the Project (including the additional floor) from competent Local authorities like KMC, West Bengal Fire Service etc.

The proposed Housing project is located at 160/1B, Manicktala Main Road, Kolkata-700054. Above description is given only for the purpose of submitting the proposal.

##### 1.2 Scope of Work

1.2.1 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 viability and design services in respect of the work which are summarized in following major activities:

(a) G+4 has already been constructed. It is proposed to construct another floor over existing roof with same floor plan (like 4<sup>th</sup> floor). Consultant has to prepare feasibility report from structural point of view.

(b) **If viable** then (i) Preparation of Architectural drawing, (ii) preparation of structural drawing and (iii) Approval/Vetting of the structural design and drawing by Structural Engineering Expert from Institutions like JU/IIEST/IIT.

(c) Preparation of detailed architectural (Civil) and structural drawings as necessary for getting revised Sanction/approval of the Project (including the additional floor) from competent Local authorities like KMC, West Bengal Fire Service etc.

Detailed scopes of works included in above main activities are as furnished hereunder:

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 for building byelaws and all other specific separate codes to be made applicable, as well as rules / specifications of P.W.D., Govt, of West Bengal.

(iii) All specialized works shall be done through professional experts to be employed by or associated with the Consultancy Firm.

iv) The entire Planning, Designing, Drawings, of the scheme must be as per requirement and satisfaction of WBHB. Necessary approval of the “Approval Committee” of the Board formed for this purpose must be obtained on all such documents before finalization.

v) Fire safety norms in accordance with local fire by-law/codes are to be followed by the consultants for the project.

(vi) The consultancy firm should have to make permanent establishment in Kolkata or New Town, Rajarhat within a fortnight after receipt of Notice to proceed with the work.

(vii) The Consultant shall submit all the Drawings (including sanctioned drawings), reports, design calculations etc. in 8 (eight) sets of hard copies and 2 (two) sets of soft copies in the form of CD/DVD.

(viii) Viability Report shall have to be furnished within 1(one) month and all the working drawings shall be furnished within 2(two) months from date of submission of viability report.

1.2.2 Preparation of Detailed Project Report (DPR) consisting of following:

- Main Report
- Detailed Design Report
- Technical Specification
- Drawings (Architectural, Structural and detailed working drawings)

1.2.3 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.

1.2.4 **Architectural Design**

- a. If structurally viable, then Preparation and submission of plans/drawings to local civic bodies for obtaining approval of the Local/Statutory authorities according to the applicable acts, laws, regulations etc. and make any changes desired by such authorities at no extra cost. The approved documents in original shall be submitted to client for its reference and record.
- b. The consultant shall be responsible for arranging and obtaining of all approvals from all Local/Statutory authorities like Airport Authority Environment Dept., Fire Dept., Wireless & Telecommunication Dept / Power Supply Authority / Directorate of Electricity, Govt. of W.B. etc. according to prevailing bye-laws, Laws and Regulations etc (as required). The client shall pay all statutory fees required for obtaining the approvals from various local bodies/statutory bodies.
- c. Preparation of detailed drawings consisting of floor plan at each level, elevations, sections, and terrace plans etc.

### 1.2.5 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 latest version of software packages such as STAADPRO 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 (architectural, 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 for subsequent modification/revisions to be made on “As-built drawings” to be prepared in later stage. The structural drawing showing the reinforcement details 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.
- c. Structural design calculations and drawings shall be vetted by a Proof Consultant. The bidder/consultant shall appoint “IEST, Shibpur, Howrah”/ J.U./ IIT(Kharagpur) as Proof Consultant and shall make payment for rendering their services.

### 1.2.6 Services Design- Deleted

### 1.2.7 Construction Stage- Deleted

### 1.2.8 Time for completion

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

<u>Sl. No.</u>	<u>Activity</u>	<u>Time schedule</u>
1	Feasibility report of providing one additional floor over existing (G+4) storied building of ongoing Purbanna Housing Project at Manicktala.	1(one) months
2	If feasible then approval/Vetting of the structural design and drawing by Structural Engineering Expert from Institutions like JU/IEST/IIT.	1(one) months
3	Submission of DPR (as mentioned in Clause 1.2.2), and obtain sanction from local authority	4(four) month

## 2. **Eligible Bidder/Consultant**

- 2.1 The proposals for this contract will be considered only from those bidders (proprietorship firms, partnership firms, companies, corporations, consortia 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 Declaration to this effect in proforma as given in Section 3D.
- 2.3 Joint Venture Company or the Consortium will not be allowed.
- 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/Consultant

- Eligibility and Qualification Criteria

#### 3.1 Consultancy Experience:

- a) The consultant should have the experience in architectural planning and detail design of multistoried buildings. The consultant must have completed detailed architectural and structural designs for at least 1(one) housing project with built up area of minimum 1250 sqm in last 5 years for Govt., Semi-Govt., Public/Private Sector or Joint Sector organizations.

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

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

Note: To derive the updated value of the project cost executed in earlier years, the project cost shall be updated @ 10% per year compounded annually based on rupee value.

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

#### 3.2 Financial Capacity:

- a) The **average annual professional turnover** of the Bidder shall be not less than **8 lakh** for last 3 (three) financial years. (i.e. 2011-12, 2012-13 & 2013-14).
- b) The firm should be profit making and shall submit audited balance sheet, profit & loss account and statement of turnover for the last 3 (three) years (i.e. 2011-12, 2012-13 & 2013-14).

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.	2011-2012		
2.	2012-2013		
3.	2013-2014		

### 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.

### 3.4 **Details of Manpower:**

i) **Architect** (one number): Shall have a Graduate degree in Architecture, from a UGC recognized university or equivalent with a minimum professional experience of 8 years and shall be registered with the Council of Architecture. The Firm shall have a regular working office with registered (Council of Architecture) Architects posted in Kolkata for at least last three years.

ii) **Structural Engineer** (one number) shall be at least a Bachelor Degree in Civil/Structural Engineering and have been empanelled into Local Bodies/KMC for 8 years of works of similar nature.

**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 Section 3F

## **4. Participation in Bids**

4.1 Consultants shall submit only one bid either by him. 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/consultant is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information and data for preparing the bid and entering into a contract for the captioned works. The costs of visiting the Site and collection of information and data shall be at the bidder's own expense.

## **B. RFP Documents**

### **7. Content of RFP Documents**

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

**Section – 1** : Notice Inviting RFP (NIP)

**Section – 2** : Instructions to Bidders

**Section – 3** : Forms

Section 3A : Letter of BID,

- Section 3B : Form of Agreement
- Section 3C : DELETED
- Section 3D : Declaration of the Bidder/Consultant
- Section 3E : Undertaking for Technical Manpower Deployment
- Section 3 F : Curriculum Vitae (CV) for Key Technical Personnel
- Section 3G : Financial statement.

**Section – 4 : General Conditions of Contract**

**Section –5 : BOQ and Payment Schedule**

**Section – 6 : Drawings**

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

## **8. Clarification of RFP Documents**

- 8.1 A prospective bidder/consultant requiring any clarification of the RFP documents may contact the office of WBHB and get their issues clarified.

## **9. Amendment of RFP Documents**

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder/consultant, modify the RFP documents by issuing addenda.
- 9.2 Any addendum thus issued shall be part of the RFP documents pursuant to Sub-Clause 9.1, and shall be communicated in writing or by email or through website to all purchasers of the RFP documents. Prospective bidders/consultants 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 RFP shall be prepared in English language. All the documents related to bids supplied by the bidder/consultant should also be in English language.

### **11. Documents comprising the Bids**

Deleted

### **12. Bid Prices**

- 12.1 Unless stated otherwise in the RFP documents, the Contract shall be for the whole Works as described in Clause 1 of Section - 2, based on the lump sum consultancy

fees submitted by the bidder/consultant. The accepted bid shall be the finally arrived contract price.

- 12.2 All duties, taxes and other levies as well as service tax 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/consultant, and the evaluation and comparison of bids by the Employer shall be made accordingly. WBHB will not make any payments towards taxes, levies, service tax etc. or any other kind of taxes.
- 12.3 The lump sum consultancy fees quoted by the bidder/consultant are FIRM for the entire contract period including extensions.

### **13. Currencies of Bid and Payment**

- 13.1 The lump sum consultancy fees shall be quoted by the bidder/consultant entirely in Indian Rupees.

### **14. Bid Validity**

- 14.1 Bids shall remain valid for a period of 120 (one hundred Twenty) days after the date of Bid opening specified in Clause 22.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without 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/consultant shall furnish, as part of his bid, a bid security of an amount of 2% (two percent) of quoted amount only.
- 15.2 The bid security shall be furnished in the form of Demand Draft/ Pay Order drawn on Nationalized Bank or Scheduled Bank in India in favour of 'WEST BENGAL HOUSING BOARD', payable at Kolkata.
- 15.3 Any bid not accompanied by an acceptable bid security shall be rejected outright by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, after final selection of the bidder/consultant.
- 15.5 The Bid security of the successful Bidder/consultant will be returned when the bidder has furnished performance security and signed the agreement.
- 15.6 The bid security may be forfeited

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

## **16. Pre-bid Meeting**

There will be no pre-bid meeting.

## **17. Format and Signing of Bid**

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

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

## **18. Sealing and Marking of Bids**

- 18.1 The bidder/consultant shall seal Technical and Financial proposals in two separate envelopes. The envelopes are to be marked as Packet 1: 'TECHNICAL BID' and Packet 2: 'FINANCIAL BID' respectively.

### **The Packet 1 envelope should contain:**

- 1. Particulars relating to Qualification of Bidder – Eligibility and Qualification Criteria as per Clause 3 of Instructions to Bidder.
- 2. Self attested copies of PAN CARD, EPF Code No.(If any), Professional Tax Enrolment No. and Service Tax Registration Certificate (Service Tax may be reimbursed on production of necessary documents in due course).
- 3. Bid security and cost of Bidding Documents are to be submitted in the form of Demand Draft/ Pay Order separately.
- 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 Section 3E.
- 6. Declaration by Bidder/Consultant as per Section 3D .

**The Packet 2 envelope shall include:**

Entire original RFP document containing the Financial offer.

Both the Packet 1 and Packet 2 envelopes shall be finally sealed in an outer single envelope and shall be dropped in the Tender Box which is kept in the chamber of Deputy Director(EP)-IV, WBHB.

18.2 The sealed envelope shall

- (a) be addressed to:  
Deputy Director (Engg. Planning)- IV  
West Bengal Housing Board,  
'ABASAN', 105, S.N. Banerjee Road,  
Kolkata 700 014
- (b) bear the following identification:
  - i) Name of the Work
  - ii) Name & Address of the bidder//consultant

18.3 If the envelope is not properly sealed and marked as above, the Client will assume no responsibility for the misplacement and all consequences shall rest on the bidder/consultant including rejection of the bid.

**19. Deadline for Submission of Bids**

19.1 Bids must be received by the Deputy Director (Engg. Planning)-IV, WBHB at the address specified at Sub-Clause 18.2(a) at **14.00 hrs. on 05.10.2015.**

19.2 The Employer may, at his discretion, extend the deadline for submission of bids, by issuing an addendum in accordance with Clause 9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

**20. Late Bids**

20.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 19 will be rejected and returned unopened to the bidder by Registered Post with A/D, which shall be treated as the fulfillment of obligation by the employer.

**21. Modification and Withdrawal of Bids**

21.1 The bidder/consultant may modify or withdraw his bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids and is approved and consented by the Employer.

21.2 The bidder/consultant's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 18, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

21.3 No bid may be modified by the bidder after the deadline for submission of bids.



- 21.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in the forfeiture of the bid security pursuant to Clause 15.

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

### **22 Bid Opening**

**22.1** The Deputy Director (Engg. Planning)-IV, WBHB will open the outer envelope containing the proposal, including withdrawals and modifications made pursuant to Clause 21, in the presence of bidder's representatives who choose to attend, at **14.30 hrs. on 05.10.2015** at the chamber of the Deputy Director (Engg. Planning)-IV, West Bengal Housing Board, 'ABASAN', 105, S.N. Banerjee Road, Kolkata 700 014

Document containing eligibility and qualification criteria in **Packet 1 (Technical Bid)** will be opened first and evaluated. The Consulting firms will be selected based on fulfilling the prescribed qualification & eligibility criteria. Financial proposal in **Packet 2** in respect of selected Consulting firms only will be opened for evaluation of financial offers subsequently.

The bidder's authorized representatives who will be present shall sign a register evidencing their attendance.

- 22.2** Before declaration of the financial offer in Packet 2, if it is detected that one or more pages are missing in the RFP documents, which have been downloaded from WBHB website, then those pages shall be supplied by WBHB and the pages shall be attested and signed by the bidder/consultant or his authorized representative in person.

Under any circumstances the bidder shall not alter or change the financial offer.

### **23. Process to be Confidential**

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

### **24. Clarification of Bids / Break down of lumpsum fees.**

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

### **25. Examination of Bids and Determination of Responsiveness**

**25.1** Prior to the detailed evaluation of bids, the Employer will determine whether each bid (i) meets the eligibility criteria (ii) has been properly signed; (iii) is

accompanied by the required securities; (iv) is substantially responsive to the requirements of the RFP documents; and (v) provides any clarification and/or substantiation that the Employer may require pursuant to Sub-Clause 24.1

- 25.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the RFP documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the RFP documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 25.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 25.4 The criteria of non-responsiveness are as stated below but are not limited to them:
- i) Failure to comply with the Scope of Work given in Clause 1.2
  - ii) Failure to comply with the requirements of bid submission
  - iii) Failure to submit Bid Security as per Clause 15
  - iv) Failure of Bid to conform to all the terms, conditions of RFP documents
  - v) A bid which materially deviates from the requirements of the RFP documents or is a conditional offer
  - vi) Any other reason which in the opinion of the Employer renders the bid non-responsive.

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

## **26. Correction of Errors**

- 26.1 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.
- 26.2 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).

## **27. Evaluation and Comparison of Bids**

- 27.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25.
- 27.2 In evaluating the bids, the Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause 26;

- (b) making an appropriate adjustment for any other acceptable variations, and deviations;

## **F. Award of Contract**

### **28. Award**

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

### **29. Employer's Right to accept any Bid and to reject any or all Bids**

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

### **30. Notification of Award**

30.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by e-mail confirmed by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Consultant in consideration of the execution of the Works by the Consultant as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

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

30.3 Upon final selection of the bidder/consultant, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

### **31. Signing of Agreement**

31.1 At the same time that he notifies the successful bidder/consultant that his bid has been accepted, the Employer will send the bidder the Form of Agreement provided in the RFP documents, incorporating all agreements between the parties.

31.2 Within seven days of receipt of the Form of Agreement, the successful bidder/consultant shall sign the Form and return it to the Employer.

### **32. Performance Security**

Within seven days of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security of an amount of 5% of the accepted total consultancy cost in the form of Bank Draft.

### **33. Annulment of the Award**

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

**34. Issue of Notice to Commence**

After receipt of Performance Security from the Consultant as stipulated in Clause 32 of Instructions to Consultants 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.

**SECTION 3:**  
**SECTION 3A - FORM OF BID.**  
**SECTION 3B - FORM OF AGREEMENT**  
**SECTION 3C - DELETED.**  
**SECTION 3D - DECLARATION BY THE BIDDER/  
CONSULTANT.**  
**SECTION 3E - UNDERTAKING FOR TECHNICAL  
MANPOWER DEPLOYMENT.**  
**SECTION 3F - CV FOR KEY TECHNICAL PERSONNEL.**  
**SECTION 3G - FINANCIAL STATEMENT**

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

**Name of Contract:** “Consultancy Services for feasibility study of providing one additional floor over existing (G+4)-storied building of ongoing Purbanna Housing Project at Manicktala including preparation of detailed Structural Design and all Drawings etc. for obtaining revised sanctions and clearances from the local Authorities”.

To  
The Deputy Director (Engg.Planning)-IV  
West Bengal Housing Board,  
‘ABASAN’,  
105, S. N. Banerjee Road,  
Kolkata – 700 014.  
West Bengal, India

Gentlemen,

1. In accordance with the Conditions of Contract and Specifications furnished by WBHB and drawings as furnished by WBHB, and Addenda for execution of the above named works, we the undersigned offer to conduct the: “Consultancy Services for feasibility study of providing one additional floor over existing (G+4)-storied building of ongoing Purbanna Housing Project at Manicktala including preparation of detailed Structural Design and all Drawings etc. for obtaining revised sanctions and clearances from the local Authorities” for the amount of (insert amount first in numbers and then in words) .....  
.....  
..... quoted by us in the Financial Offer as prescribed by WBHB in accordance with the said Conditions and other bid documents.

2. We undertake, if our Bid is accepted, to commence the Works as soon as possible after the receipt of the notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Bid.

3. We agree to abide by this Bid until ..... 2015 and it shall remain binding upon us and may be accepted at any time before the expiration of that date.

4. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We agree to execute the works at the quoted lump sum fees without escalation from the date of LOA up to the date of completion including extensions.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this ..... day of ....., 2015.

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

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

Witness: .....

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

Occupation: .....

**SECTION 3B.**  
**FORM OF AGREEMENT**

This CONTRACT ( hereinafter called the “Contract” ) is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2015 between, on the one hand, The Deputy Director(Engg. Planning)-IV, 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 RFP Document, if any
  - d) Form of Bid duly filled up
  - e) Instructions to Bidder
  - f) The General Conditions of Contract
  - g) Financial Offer with Payment Schedule
  - h) Drawing
  - i) Notice Inviting Request For Proposal
  - j) Other Documents as agreed upon
  
- 2. The mutual rights and obligations of the 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. Deleted**

**SECTION 3D.**

**DECLARATION By THE BIDDER / CONSULTANT  
(To be furnished in Non – Judicial Stamp paper of appropriate value duly  
notarized)**

1. I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work and have also carefully gone through the NIP, Instructions to Consultants (ITC) and all the RFP documents, Forms, Conditions of Contract etc. mentioned therein along with the drawings attached before submission of the bid for :  
  
: “Consultancy Services for feasibility study of providing one additional floor over existing (G+4)-storied building of ongoing Purbanna Housing Project at Manicktala including preparation of detailed Structural Design and all Drawings etc. for obtaining revised sanctions, clearances and completion certificate from the local Authorities”
2. I/We, 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.
3. The under-signed also hereby certifies that neither our firm M/S----- nor any of our constituent partner had been debarred to participate in tender by the Department (WBHB) or by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government during the last 5 (five) years prior to the date of this NIP.
4. 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.
5. The under-signed understands that further qualifying information may be requested by the Deptt. and agrees to furnish any such information at the request of The Department.
6. 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.

**Signed by an authorized officer of the Firm -----**

**Title of the Officer -----**

**Name of the Firm with Seal -----**

**Date -----**

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

**SECTION 3E.**

**UNDERTAKING FOR TECHNICAL MANPOWER DEPLOYMENT**

I ..... (Name and designation) appointed as the attorney/authorized signatory of the Consultant (including its constituents), M/s. ....  
..... (hereinafter called the Consultant) for the purpose of the Bid for the work of “Consultancy Services for feasibility study of providing one additional floor over existing (G+4)-storied building of ongoing Purbanna Housing Project at Manicktala including preparation of detailed Structural Design and all Drawings etc. for obtaining revised sanctions and clearances from the local Authorities” 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**

**DETAILS OF KEY TECHNICAL PERSONNEL**

*(Enclosed sheet of Form 3E)*

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

**SECTION 3F.**

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

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

<p>11) <b>Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12) <b>Work undertaken that best Illustrates Capability to handle the Tasks Assigned</b></p> <p><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></p> <p>Name of assignment of project: _____ _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
----------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- 13) **Certification:**

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

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

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

## SECTION – 3G

### FINANCIAL STATEMENT

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

1. The Bidder's Net worth for the last year calculated on the basis of capital, profit and free reserve available to the firm should be positive.
2. Bidders , who meet the minimum qualification criteria , will be qualified only if their average annual Turnover from Consultancy Service During the last 3(three) years is minimum 8 lakh.

SL No.	Financial Year	Annual Turnover
1	2011-12	
2	2012-13	
3	2013-14	

Value updated to the price level of the year indicated in Table is as follows:

$$\begin{aligned} & \text{Rs.} \underline{\hspace{2cm}} \text{ Crores x } \underline{\hspace{2cm}} \text{ (updatation Factor as per Table annexed)} \\ & = \text{Rs.} \underline{\hspace{2cm}} \text{ Crores (Rupees } \underline{\hspace{2cm}} \text{)} \end{aligned}$$

**Table indicating the factor for the year for updatation to the price level is indicated as under :**

SL No.	F.Y	Updatation factor
1	2013-14	1.0
2	2012-13	1.05
3	2011-12	1.1

a) Average Annual Turnover during the last 3(three) Years : =

b) Net worth for the last year of -----(Name of Bidder / Consultant) is -----

----- ----- (Signature, Name & Designation of Authorised Signatory) For & on behalf of ----- -(Name of Applicant).
--------------------------------------------------------------------------------------------------------------------------------

Note:

1. All the documents to be submitted in support of Financial Statement must be duly signed and sealed by the applicant / bidder and authenticated by Statutory Auditor's firm.

**SECTION 4**  
**GENERAL CONDITIONS OF CONTRACT**

## GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) “**Applicable Law**” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) “**Contract**” means this Contract between the Client and the Consultants;
- (c) “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof ;
- (d) “**Government**” means the 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**” means the “Consultancy Services for feasibility study of providing one additional floor over existing (G+4)-storied building of ongoing Purbanna Housing Project at Manicktala including preparation of detailed Structural Design and all Drawings etc. for obtaining revised sanctions, clearances and completion certificate from the local Authorities”
- (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 Section 2
- (h) The term “**Client**” means West Bengal Housing Board (WBHB).
- (i) The term “**Employer**” shall mean the Housing Commissioner, WBHB and include his successor and assignee;
- (j) The term “**Engineer**” means the Deputy Director (Engg. Planning)-IV, 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, 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 Deputy Director (Engg. Planning)-IV, 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 as well as Service Tax in connection with providing the services under this contract. Service tax may be reimbursed to the agency on production of necessary documents by him in due course.

## **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;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days ; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

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

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

#### **2.6.4. 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 forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 thereof.

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

### **3.1 General**

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

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

#### **3.1.2 Law Governing Services**

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

### **3.2 Conflict of Interests**

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

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

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

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

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

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

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

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

### **3.3 Confidentiality**

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

### **3.4 Liability of the Consultants**

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

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

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

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

### **3.6 Deleted**

### **3.7 Deleted**

### **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 Detail Project Report etc.

### **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.

### **4.2 Deleted**

### **4.3 Deleted**

### **4.4 Deleted**

## **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 Consultant as per payment schedule given therein.

**6.2 Deleted**

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

### **7.1 Good Faith**

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

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

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

**8.2** Deleted.

## **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 percentages) 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.

## **FINANCIAL OFFER**

### **FINANCIAL OFFER**

<b>Sl. No.</b>	<b>Schedule of Consultancy</b>	<b>Consultancy fees in Rs. (in lump sum) as per Cl. 12 of Instructions to Bidders (To be written both in figures and words)</b>
1	“Consultancy Services for feasibility study of providing one additional floor over existing (G+4)-storied building of ongoing Purbanna Housing Project at Manicktala including preparation of detailed Structural Design and all Drawings etc. for obtaining revised sanctions and clearances from the local Authorities	

Note: For the purpose of making interim payments, the following Payment Schedule shall be followed. Total payment at the end of the work shall be limited to the lump sum consultancy fees quoted by the bidder.

.....  
(Signature of Consultant)

### **PAYMENT SCHEDULE**

<b>Stage</b>	<b>Delivering of Services</b>	<b>PAYMENT %</b>
1	Feasibility report of providing one additional floor over existing (G+4) storied building of ongoing Purbanna Housing Project at Manicktala.	20 % of total fee
2	If feasible then approval/Vetting of the structural design and drawing by Structural Engineering Expert from Institutions like JU/IIEST/IIT.	40 % of total fee
3	Submission of DPR and obtain sanction from competent authority	40 % of total fee

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

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## **DRAWING**

Prospective Consultants are hereby requested to come to the Office of  
**Deputy Director (Engg. Planning)-IV,**  
**WEST BENGAL HOUSING BOARD**  
**‘A B A S A N’, 105, S. N. Banerjee Road, Kolkata – 700 014,**  
**Phone : (033) 2265-1965, 2264-1967. Fax : (033)2264-1480/ 0979.**  
to see relevant drawing.