

Request for Proposal for Preparation of Detailed Project Report (DPR) with planning, design, drawing, estimation, & supervision etc. for Establishment of Nature Interpretation Centre (NIC) and other facilities for awareness generation at Nalban Bheri, Sector-V, Salt Lake in East Kolkata Wetlands area



East Kolkata Wetlands Management Authority
Department of Environment
Government of West Bengal
Pranisampad Bhaban (5th Floor), LB-2, Sector-III,
Salt Lake, Kolkata-700106
www.ekwma.in

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Notice Inviting Tender

e-NIT No.: EKWMA-02/2023-24

24.01.2024

Request for proposal for Consultancy Services for the planning, design, drawing, preparation of Detailed Project Report (DPR), BOQ preparation and supervision, etc. for Establishment of Nature Interpretation Centre (NIC) and other facilities for awareness generation at Nalban Bheri of State Fisheries Development Corporation (SFDC), Sector-V, Salt Lake in East Kolkata Wetlands (EKW) area.

1. The East Kolkata Wetlands Management Authority (EKWMA) invites ON LINE e-RFP (Request for Proposal) from bona fide, reliable and resourceful competent Consultant/Architectural Firms for Consultancy Services for the planning, design, drawing, preparation of Detailed Project Report (DPR), BOQ preparation and supervision, etc. for Establishment of Nature Interpretation Centre (NIC) and other facilities for awareness generation at Nalban Bheri of State Fisheries Development Corporation (SFDC), Sector-V, Salt Lake in EKW area.
2. Any agency having experience in preparation of DPR / construction of NIC or tourism / ecotourism project on coastal theme or forest theme, etc. or Bio-diversity park or management of ecosystem structure or ecosystem services of wetland / wetland complex / wetland of international importance under the Ramsar Convention within last 5 (Five) years from the date of publication of this RFP in any Government/ Semi-Government/ Undertaking/ Autonomous bodies/ Local bodies/ any renowned Organization, may submit their bids.
3. Prospective bidders may visit Website: <http://wbetender.gov.in> or www.ekwma.in directly for detailed terms & conditions of e-Tender. Bidders willing to take parts in the process of e-Tendering are requested to obtain Class-II or Class –III Digital Signature Certificate (DSC) from any authorized servicing authority (CA) under CCA, Govt. of India, viz. NIC. DSC is given as a USB token. After obtaining the DSC, from the approved CA, they are requested to register the fact of possessing the DSC through registration system available in the Website.
4. Prospective bidders may download a complete set of bidding document from the Website <http://wbetender.gov.in> with the help of e-token. This is the only mode of collection of tender document. Tenders are to be submitted online. Details of submission procedure are given fully under Instruction to the Bidders (ITB).
5. Selection to be made under Combined Quality Cum Cost Based Selection (CQCCBS) Method. This bidding takes simultaneous bid procedure in two parts (Folder). Bidding System Part-1: Technical Bid consisting of all technical details along with commercial terms and conditions and Part-2: Financial Bid indicating the price for the items mentioned in the technical bid.
6. All the eligible and interested bidders are requested to submit a Technical Bid and a Financial Bid simultaneously through online e-Tender system. Technical bids (all folders of A, B, C of tender documents) will be opened and analyzed first. Bidders, whose Technical Bids is found responsive, will be accepted by the Authority and uploaded the Technical Evaluation Status through e-Tender

system. Financial bid of technically successful (highest scorer) bidders will be opened at the date and place of opening of the financial bid will also be informed through e-Tender system.

7. For amendments in bidding document or extension of bid submission date, the bidders are requested to visit the Website <http://wbetender.gov.in> till 19/02/2024. The Authority will not publish any notice further in newspaper for such amendment or for any extension. Bidder or his official representative is invited to attend pre-bid meeting which will take place at 2:30 PM on 09/02/2024 at the EKWMA Office at “Pranisampad Bhaban”, Salt Lake. Prospective bidders are requested to send their queries to the email id ctoekwma@gmail.com at least 3 (three) days prior to the scheduled date to pre-bid meeting to prepare themselves to attend the Pre-Bid meeting. However, if there is any other query, that must be submitted in written (hard copy and soft copy) at the time of pre-bid meeting. No verbal query will be entertained for discussion at the Pre-Bid meeting.
8. Bidders must deposit the Earnest Money Deposit (EMD) / Bid Security money as indicated in the document, failing which the Bid will not be considered. Eligible bidders must submit their Bid for a complete scope of work through online. Any bid submitted with incomplete scope, will be rejected out rightly.
9. East Kolkata Wetlands Management Authority (EKWMA) will not be responsible for any cost (or expenses) incurred by bidders in connection with the preparation or delivery of the bid. EKWMA reserves the right to reject any or all the bids without showing any reason whatever.
10. In the event of date being declared as closed holiday for the East Kolkata Wetlands Management Authority’s office, the date for submission of bid and opening of bids will be the following working day at the appointed time.

11. Summary of e-RFP

Sl. No. (1)	Description of work (2)	Earnest Money Deposit (EMD) (3)	Rate to be Quoted by Bidder excluding GST and all other statutory (4)	Time of Completion(5)
1	Consultancy Services for the planning, design, drawing, preparation of Detailed Project Report (DPR), BOQ preparation and supervision, etc. for Establishment of NIC and other facilities for awareness generation at Nalban Bheri of SFDC, Sector-V, Salt Lake in EKW area.	Rs.2,00,000/-	To be quoted in INR excluding GST and all other statutory charges	2 Years (Item wise time schedule may be referred to clause 5 point no. 37 of Scope of Work)

Note: Enlisted agencies under MSME and NSIC organizations for Consultancy services / Project

Management or similar nature of works are exempted for submission of EMD. However, such agencies shall have to submit the relevant documents.

12. Time Schedule for Downloading, Uploading and Opening of RFP Documents:

a)	Date of uploading of e-RFP & other Documents (online)	Date 24/01/2024 Time: 9:00 AM
b)	Documents download start date (Online)	Date 24/01/2024 Time: 9:00 AM
c)	Documents download end date(Online)	Date 11/03/2024 Time: 5:30 PM
d)	Last date of submission of Pre-bid queries through Email address (email ID: ctoekwma@gmail.com)	Date 07/02/2024 Time: 5:30 PM
e)	Date & Time of Pre-bid meeting at the Conference Hall of Environment Department, 5 th Floor, Pranisampad Bhaban, LB-2, Sector-III, Saltlake, Kolkata-700106	Date 09/02/2024 Time: 2:30 PM
f)	Minutes of the pre-bid meeting to be uploaded	Date 19/02/2024 Time: 2:30 PM
g)	Online Bid Submission Start Date & Time	Date 20/02/2024 Time: 9:30 AM
h)	Online Bid Submission Last Date & Time	Date 11/03/2024 Time: 5:30 PM
i)	Time and Date of Opening of Technical Bid (Bid will be opened by the Authorized Officers)	Date 13/03/2024 Time: 5:30 PM
j)	Date of uploading list for qualified bidder in technical bid	To be notified later
k)	Date for opening of Financial Proposal (Online)	To be notified later

Tenders will be opened by the e-Tender Committee and authorized personnel in presence of the bidder/s or their authorized representatives who may like to be present.

Sd/-
Chief Technical Officer
East Kolkata Wetlands Management Authority

Important:

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

SECTION –A

INSTRUCTIONS TO THE BIDDERS

INSTRUCTIONS TO BIDDERS

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

1. Definitions

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

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

- 1.1 “The Project” or “The Service” means Consultancy Services for the planning, design, drawing, preparation of Detailed Project Report (DPR), BOQ preparation and supervision, etc. for Establishment of Nature Interpretation Centre (NIC) and other facilities for awareness generation at Nalban Bheri of State Fisheries Development Corporation (SFDC), Sector-V, Salt Lake in East Kolkata Wetlands (EKW) area.
- 1.2 “The Authority” means the East Kolkata Wetlands Management Authority (EKWMA) with its office at Government of West Bengal, Department of Environment, Pranisampad Bhaban, 5th Floor, LB - 2, Sector - III, Salt Lake, Kolkata – 700106, INDIA and shall include any person or persons authorized by the Authority.
- 1.3. “The Bid” means the offer or proposal of the Bidder to be submitted for the consultancy service in accordance with the stipulations set forth in this Bidding Documents.
- 1.4 “The Technical Bid” means the Technical part of the Bid.
- 1.5 “The Financial Bid” means the financial part of the Bid.
- 1.6 “The Bidder” means either the Consultant or Consultancy Firm or his authorized Representative, who submits the Bid for the Consultancy Service.
- 1.7 “The Authorized representative” means the bidder who has enclosed the authorization in their letter head.
- 1.8 “The Consultant” means the Bidder, whose Bid for the Consultancy Service has been accepted by the Authority and includes his personal representatives, successors and authorized assignees.
- 1.9 “The Bidding Documents” mean Notice Inviting Tender and all the documents in Section- A to Section – E including in the bidding documents annexed thereto.
- 1.10 “The Agreement” means the written agreement to be concluded between the Authority and the Consultant and includes terms and conditions stipulated on the Bidding Documents and any other

descriptions annexed thereto which form an integral part of the agreement to be provided by the Authority.

1.11 “S/W” means the Scope of Works in Section - B of this Bidding Document.

1.12 “The Sites” means the location as specified in the S/W (Section – B).

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

2. Introduction

2.1 EKWMA is mandated to ensure wise use of the wetland complex within the regulatory framework defined by the Wetlands (Conservation and Management) Rules, 2017 (notified under the Environment (Protection) Act, 1986) and the East Kolkata Wetlands (Conservation and Management) Act, 2006 and Rules framed there under.

2.2 Project Background

East Kolkata Wetlands comprises 12,500 Ha. of land by considering water bodies, agricultural and horticultural lands. These hydrological regimes recharge ground water; protect Kolkata from flooding and also act as the ‘Kidney of Kolkata’ by way of bioremediation of the city’s sewage. Considering the ecological significance, UNESCO designated International Importance to this wetland complex by adding them to the Ramsar List in 2002.

Considering numerous challenges faced by the EKW, it was felt necessary to formulate an Integrated Management Plan (IMP) for conservation of its natural remediation and resource recovery ability, biological diversity as well as securing sustained provision of its full range of ecosystem services which support livelihoods of dependent communities. Accordingly, EKWMA prepared IMP of East Kolkata Wetlands as per guidelines of the National Action Plan for Conservation of Aquatic Ecosystems (NPCA). Considering several ecological and socio-economic benefits in conservation of this unique wetland complex, a budget was approved by the Ministry of Environment, Forest and Climate Change (MoEF&CC) for implementation of the action plan. The sanctioned budget for both Consultancy services for preparation of DPR, supervision and construction work of Interpretation Centre including watchtower, Nature trails, etc. is around Rs. 20.00 Cr., which is contributed by the Government of India and the Government of West Bengal (on a 60:40 ratio) as per the NPCA guidelines. Further, all expenditure will be incurred as per West Bengal State Finance Rules and the General Finance Rules. One of the components of the IMP of EKW is setting up of the NIC. The details of the NIC is mentioned in Page No. 142 of the IMP, which is available in the EKWMA's official website: <https://ekwma.in/ek/wp-content/uploads/2021/08/Integrated-Management-Plan-of-East-Kolkata-Wetlands-2021-2026.pdf>

The DPR should make provisions for keeping nature intact, as much as possible with natural construction materials and with minimum concrete construction, but at the same time make a world-class structure reflecting the uniqueness of the EKW in the context of its phytoremediation, biodiversity, livelihood to farmers and other ecosystem services. The selected firm should be able to prepare the DPR as per the RFP of NIC and also execute and / or monitor the execution of the project, develop a sustainable business model to run the NIC and, if required, by the Environment Department the firm should be able to run / maintain the NIC under a revenue sharing basis.

2.3 Scope of Works

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

2.4 Size of Bid

The whole bid is for single composite package as detailed at Section – B i.e. scope of work.

2.5 Eligibility Criteria:

2.5.1 This invitation of bids is open to any bidder, who is eligible, bona fied, reliable and resourceful architect /consultant/consultancy firm having experience in preparation of DPR / construction of NIC or tourism / ecotourism project on coastal theme or forest theme, etc. or Bio-diversity park or management of ecosystem structure or ecosystem services of wetland / wetland complex / wetland of international importance under the Ramsar Convention within last 5(Five) years from the date of publication of this RFP in any Government/ Semi-Government/ Undertaking/ Autonomous bodies/ Local bodies/ any renowned Organization.

2.5.2 The Consultancy Team shall consist of the following key personnel who shall discharge their respective responsibilities as specified below:-

Sl. No.	Key Personnel
1	Principal Architect (Team Leader)
2	Architects
3	Urban Planner / Urban Designer
4	Structural Engineer
5	Geo Technical Expert
6	Quantity Estimator
7	Electrical Engineer
8	Site Supervisor

2.5.3 The Consultant should have a registered office in West Bengal.

2.5.4 The Consultant should achieve annual turnover of Rs.30.00 lakh at least in last 5 financial years in consultancy or work of similar nature (Audited Balance Sheet) [As Annexure - II].

2.5.5 The Consultant is requested to enclose work order copies along with satisfactory completion certificate from the clients for whom served within the last 5 (five) years. They should have successfully designed similar projects at least one (1) during last 5(five) years for Government/ Semi Government / Undertaking/Autonomous bodies/ Local bodies.

2.5.6 The Consultant should submit the completion certificate of similar projects during last 5(five) years as follows:

- i) One single order value of Rs. 15.00 lakhs and above

2.5.7 The Consultant also should attach self attested photocopy of PAN Card, IT Return of the last 5 (five) years, Professional Tax Enrolment certificate with current year challan, Valid Renewed Trade License, proof of GST Registration no. and valid Registration Certificate under Council of Architect.

2.5.8 Consultant / Firm black listed by any Govt. / Semi Govt. organization are not eligible to participate in the process. Applicants shall give an undertaking in this regard.

2.5.9 The break up categories under qualification, experience, financial strength and the marks assigned to them is elaborated in ITB 8.6.

Note:

- a) The bidder's proposal shall positively include the written evidence regarding the experience and qualifications as required. (Ref. to clause 8.6 of ITB, Annexure – III, IV and XII)
- b) The above stated requirements are a minimum and the Authority reserves the right to request for any additional information and also reserves the right to reject the proposal of any bidder, if in the opinion of the owner the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the work.
- c) Notwithstanding anything stated above, the Authority reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of the Authority.

2.6. Bidding Procedure

2.6.1. The Bidding will take as per two-part bidding procedure – Part 1) Technical Bid and Part 2) Financial Bid through e-tender system.

2.6.2. Both part of the bid shall be submitted simultaneously through e-tender system by the designated date specified in Sub-clause 7.2 in this instruction. Technical bids (all folders of A, B & C Tender document) will be opened and evaluated first. Only the bidders whose technical bid is found responsive will be notified by the authority and uploaded the technical evaluation status through e-tender system. Financial Bids of the technically

qualified bidders will be opened and the date and place for opening of the financial bid will also be informed through e-tender system.

2.6.3. The Technical Bid shall consist of three (3) folders i.e. Folder “A”, Folder “B” and Folder “C”. The Folder “A” will contain the Earnest Money Deposit; the Folder “B” will contain the statutory documents; and the Folder “C” will contain the technical proposal and qualification documents pursuant to Clause 5 of this instruction.

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

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

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

3. Bidding Documents

3.1. Bidding Documents

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

3.2. Check of the Bidding Documents

The Bidder shall check the number of pages and drawings and notify the Authority of any missing or duplicate pages and drawings or of any figures or words, which may be indistinct or ambiguous. No claim will be admitted as result of the Bidder's failure to comply with the foregoing. The address for the contact is specified under clarification of Bidding Documents.

3.3. Contents of Bidding Documents:

(1) The Bidding Documents include:

Invitation for Bids

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

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

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

3.4. Clarification of Bidding Documents

(1) If a prospective bidder has any doubt as to the meaning of any part of the Bidding Document, he may notify the Authority for supplementary information and explanation in writing or email in compliance with Form of Questionnaire in Section B (after Site Plan) at the following address at least three (3) days prior to the date set for pre-bid conference. At the time of communication the bidder has to produce the organizational identity proof (e.g. organizational PAN and/or Trade Licence, etc.).

Chief Technical Officer
East Kolkata Wetlands Management Authority
Department of Environment, Government of West
Bengal, Pranisampad Bhaban, 5th Floor, LB-2,
Sector - III, Salt Lake, Kolkata – 700106, INDIA
Phone: 033-23353003, Fax: 033-23356403
email id ctoekwma@gmail.com

(2) Pre-Bid Meeting:

The bidder or his authorized representative is invited to attend the pre-bid meeting to be held at the office of the Authority **on 09/02/2024 at 2:30 PM.**

- a) The purpose of the meeting will be to clarify issues regarding the bidding document.
- b) The bidder is required to submit questions in writing or by cable to reach the Authority's office with a copy to the owner, not later than three days prior to the pre-bid meeting.
- c) Record notes of meeting including the text of the questions raised and responses given will be transmitted without delay to prospective bidders who have purchased the bidding documents. Any modification of the bidding document which may become necessary as a result of the pre-bid meeting shall be made by the e-tender committee exclusively through an addendum to the bidding documents and not through the record notes of the pre-bid meeting.
- d) Non attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
- e) The bidder shall depute maximum two authorized persons to take part in pre-bid meeting.
- f) The bidder is not expected to raise any additional query after pre-bid meeting and the Owner is not obliged to reply any such query.
- g) The pre-bid meeting shall be open to any prospective bidders.

(3) Amendment of Bidding Documents:

At any time prior to the deadline for submission of the bid, the Authority, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.

For amendment in bidding documents or extension of bid submission date, if any, bidders are

requested to visit website <https://wbtenders.gov.in> or www.ekwma.in. Authority will not publish further any notice in newspapers for such amendment/extension.

The Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. In order to allow prospective bidders reasonable time in which to take amendment into account in preparing their bids, the Authority at its discretion may extend the deadline for submission of the bid.

4. Preparation and Submission of Bid

Bid submission is to be done only through e-tendering procedure(s).

4.1. Language of RFP: The Bid shall be submitted in the prescribed format in English. All literatures and correspondence in connection with the tenders shall be in English. Failure to comply with this may disqualify a bid.

4.2. One Bid per Bidder: Each bidder shall submit one Bid. A bidder who submits or participates in more than one Bid will be disqualified.

4.3. Earnest Money Deposit (EMD):

- a) Bidders shall along with their bids shall also pay EMD in one of the following alternative forms;
 - Net Banking / RTGS / NEFT from Tender Portal of the Government of West Bengal i.e. www.wbtenders.gov.in.
 - An irrevocable Bank Guarantee issued by a Nationalized Bank or scheduled Commercial Bank in favour of “East Kolkata Wetlands Management Authority” payable at Kolkata.
- b) The EMD of all unsuccessful bidders would be refunded by EKWMA after selection of the successful bidder.
- c) No interest will be paid by EKWMA on the EMD amount and EMD will be refunded to the all bidders (including the successful Bidder) without any accrued interest on it.
- d) The bid submitted without EMD, mentioned above, will be summarily rejected.
- e) EMD of the successful bidder shall be transferred to the Contract Performance Guarantee. In case EMD is provided by bidder through Bank Guarantee (BG), then the successful bidder shall revalidate / extend the BG upto the validity of Contract Agreement, already submitted as EMD.
- f) The EMD may be forfeited:
 - I. If a bidder withdraws its bid during the period of bid validity.
 - II. In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - III. Misrepresentation of facts.
 - IV. Failing in taking up the work in due time.

g) The EMD shall be valid upto bid validity period from the date of opening of Technical Bids plus 45 days (in case of Bank Guarantee). This EMD shall provide security for the due performance by the Bidder of the obligations and undertakings in the Bid on his part contained.

4.4. Payment of EMD: The EMD will be paid online through Net Banking or RTGS/NEFT or through Bank Guarantee.

- a) The bidder desirous to take part in the tender need to log in to the e-Tender portal of the Government of West Bengal i.e. www.wbtenders.gov.in using its log in id and password.
- b) The bidder will select the tender to bid and initiate the payment of EMD for that tender by selecting from either of the following payment modes:
 - i. Net Banking in case of payment through bank payment gateway.
 - ii. RTGS/NEFT in case of offline payment through bank account in any bank.
- c) The Earnest Money may also be submitted through Bank Guarantee (BG). In that case bidder shall mark exemption by clicking "Yes" when they fill up the EMD module in the e-procurement system. A scanned copy of the said BG has to be uploaded as per **Annexure- I** along with the other documents in the Statutory Cover in Technical Bid; otherwise the bid will be treated as cancelled. Original Copy of the said BG has to be submitted physically to the tender box kept at the office of the East Kolkata Wetlands Management Authority, Department of Environment, Govt. of West Bengal at the address mentioned in the Bid document before the date of opening of the Technical Bid otherwise the bid will be treated as cancelled.

BG of the unsuccessful Bidder will be released after completion of the bidding process and issuance of the LOA.

Necessary Earnest Money (EMD) should be submitted through online vide Memorandum No. 3975–F(Y) dated 28th July, 2016 of the Audit Branch, Finance Department, Govt. of West Bengal. For details procedure a copy of the said Memorandum is attached as a part of the tender document.

Payment Method:

a) Payment by Net Banking (any listed bank) through Bank Payment Gateway

- On selection of Net Banking as payment mode, the bidder will be directed to Bank Payment Gateway webpage where he will select the bank through which he wants to do the transaction.
- Bidder will make the payment after entering his unique ID and password of the bank to process the transaction.
- Bidder will receive a conformation message regarding success / failure of the transaction.
- If the transaction fails, the bidder will again try for payment by going back to the first step.

b) Payment through RTGS / NEFT

- On selection of RTGS/NEFT as payment mode, the e-Tender portal will show a pre-filled Challan having the details to process RTGS/NEFT transaction.
- The bidder will print the challan and use the challan and use the pre-filled information to make the RTGS/NEFT payment using his Bank Account.
- Once the payment is made, the bidder will come back to the e-Tender Portal after expiry of

a reasonable time to enable the RTGS/NEFT process to complete in order to verify the payment made and continue the bidding process.

- If the payment is successful the bidder will go the e-Tender portal for submission of the bid response documents.
- If the payment verification is unsuccessful, the amount will be returned to the bidders account.

c) Refund/Settlement Process

- Once the evaluation of the bid is done the EMD amount of the unsuccessful bidder will be returned through an automated process to the respective bank accounts from which they have made the payment transaction.
- After the financial evaluation the EMD of the bidders other than L1 bidder and L2 bidder will be refunded through the process mentioned above.
- After the Letter of Intent (LoI) issued to the L1 bidder is accepted the EMD amount of the L2 bidder will be refunded through the process mentioned above.

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

4.6. Modification and Withdrawal of Bid:

- a) The bidder may modify or withdraw its bid after the Bid's submission; prior to the deadline prescribed for submission of Bids.
- b) No bid shall be allowed to be modified subsequent to the deadline for submission of Bids.
- c) No bid shall be allowed to be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified in the clause 4.5 above. Withdrawal during this period may result in the forfeiture of the bid security pursuant to clause 4.3.(f).

4.7. Rejection of Bid: EKWMA reserves the right to accept or reject any bid and to cancel the bidding processes and reject all bids at any time prior to the award of contract without there by incurring any liability to the affected Bidder(s) / Consultant(s) or any obligation to inform the affected Bidder(s) / Consultant(s) of the ground for **Employer's action**.

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

4.8. Contacting the Authority

Except for responses to request for clarification of the Bid by the Authority, the Bidder shall not contact the Authority for any matter related to this Bid from the time of submission of the Bid until the Contract is awarded. Any efforts by the Bidder to influence the Authority in his / her decision in respect of evaluation of the Bid or award of the Contract shall result in the rejection of the Bid and forfeiture of the Bid Security.

5. Preparation of Technical Bid

(A) Folder "A" contains of Earnest Money Deposit

The Bidder shall upload scanned copy of Earnest Money Deposit in the folder marked "A" and the

physical copy of the EMD (if submitted through BG) as per instruction 4.4.c above.

(B) Contents of Folder “B” Statutory and Qualification Documents

Following documents shall be submitted in folder marked “B” for statutory qualification documents:

- i) Income Tax e-Return (For last 5years).
- ii) Audited Accounts for last 5 years and proforma for financial capability of bidder (as per Annexure – ‘II’).
- iii) Professional Tax Enrolment certificate with current year challan.
- iv) Valid Trade License.
- v) Credential certificates of similar nature of works executed (as per Annexure–‘III’)
- vi) Major Works in hand (as per Annexure–‘IV’).
- vii) Work Order in support of Credentials certificates.
- viii) Payment certificate of the said work (One single order value of Rs.15.00 Lakhs and above).
- ix) GST Registration No.
- x) Registration Certificate under Council of Architect (as per Annexure–‘V’).
- xi) Current Bank Solvency Certificate.
- xii) Declaration as per prescribed format.
- xiii) Partnership Deed (In case Partnership Firm).
- xiv) Power of Attorney.
- xv) Non-Black Listing / Non-Debarment / Non-Termination / Non-Penalised, etc. Declaration (as per Annexure – ‘VI’)

(C) Contents of Folder "C"; Technical bid including Technical Proposals

The following documents shall be submitted in “C” for Technical Proposals:

- i) Technical approach and methodology (as per Annexure-‘VII’).
- ii) Organization and Staffing (as per Annexure–‘VIII’).
- iii) Functional Planning (Work Plan and Innovation) [as per Annexure–‘IX’].
- iv) General Aesthetics (Site Plan, Architectural Drawing, Facade and Elevation) [as per Annexure–‘X’].
- v) Compatibility, feasibility and economy in connection to maintenance (as per Annexure-‘XI’).
- vi) Key professional staff qualifications and competence for the assignment (as per Annexure-‘XII’).

Documents to be submitted in Technical Bid:-

Technical Bid Packet	
Folder	Documents to be uploaded by the Bidder
Folder "A"	Scanned copy of Earnest Money Deposit in the folder marked Folder “A”

Folder- “B”	<ul style="list-style-type: none"> Income Tax e-Return (For last 5yrs).
	<ul style="list-style-type: none"> Audited Accounts for last 5 years and proforma for financial capability of bidder (as per Annexure – ‘II’)
	<ul style="list-style-type: none"> Professional Tax Enrolment certificate with current year challan.
	<ul style="list-style-type: none"> Valid Trade License
	<ul style="list-style-type: none"> Credential certificates of similar nature of works executed (as per Annexure – ‘III’)
	<ul style="list-style-type: none"> Major Works in hand (as per Annexure – ‘IV’).
	<ul style="list-style-type: none"> Work Order in support of Credentials certificates.
	<ul style="list-style-type: none"> Payment certificate of the said work (One single order value of Rs. 15.00 lakhs or above).
	<ul style="list-style-type: none"> GST Registration no.
	<ul style="list-style-type: none"> Registration Certificate under Council of Architect (as per Annexure – ‘V’)
	<ul style="list-style-type: none"> Current Bank Solvency Certificate for immediate previous quarter.
	<ul style="list-style-type: none"> Declaration as per prescribed format in Pg. No. 47
	<ul style="list-style-type: none"> Partnership Deed.(In case Partnership Firm)
	<ul style="list-style-type: none"> Power of Attorney
<ul style="list-style-type: none"> Non-Black Listing / Non-Debarment / Non-Termination / Non-Penalised, etc. Declaration (as per Annexure – ‘VI’) 	
Folder- “C”	<ul style="list-style-type: none"> Technical approach and methodology (as per Annexure-‘VII’).
	<ul style="list-style-type: none"> Organization and Staffing (as per Annexure – ‘VIII’).
	<ul style="list-style-type: none"> Functional Planning (Work Plan and Innovation) [as per Annexure – ‘IX’].’
	<ul style="list-style-type: none"> General Aesthetics (Site Plan, Architectural Drawing, Façade and Elevation) [as per Annexure – ‘X]
	<ul style="list-style-type: none"> Compatibility, feasibility and economy in connection to maintenance (as per Annexure-‘XI’),
	<ul style="list-style-type: none"> Key professional staff qualifications and competence for the assignment (as per annexure-‘XII’)

6. Preparation of Financial Bid

6.1. Preparation of Financial Bid

The Bidder shall enter a price or rate against all the forms as specified in the Section D.

6.2. Bid Form-Folder D

The Financial Bid letter as given in Section D should be prepared by the bidder on the official letter head of the organisation without any alteration or changes.

The bid price shall be quoted for performing the contract strictly in accordance with the Scope of Works.

The bid price quoted by the bidder shall be firm during the bidder's performance of the Contract and not subject to variation on any account.

6.3. BoQ – Folder E

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

Documents to be submitted in Financial Bid:-

	Folder	Documents to be uploaded by the Bidder
	Folder “D”	Letter of Financial Bid in Section- D.
	Folder “E”	Bid Price (BOQ in excel format).

7. Completion and Submission of Bid

7.1 Completion of Bids

7.1.1. Technical Bid

(1) The Technical Bid shall not contain any information regarding Bid Prices and other financial matters except the Earnest Money Deposit pursuant to the instructions given.

(2) The Bidder shall submit the Technical Biding consist of three (3) folders. The first folder will contain the Earnest Money Deposit; the second folder will contain the statutory documents and the third folder will contain technical proposals and qualification documents.

7.1.2. Financial Bid

(1) Financial bid of the technically qualified bidders will be opened electronically from the web portal on the prescribed date and time and called for negotiation.

(2) The financial bid should contain the following documents in one cover i.e. Bid submission letter (Folder D) and Bill of Quantities (BOQ) (Folder E). The Bidder is to quote the rate through on line in the space marked for quoting rate in the BOQ.

7.1.3. Others

(1) Any interlineations, erasures or over-writing shall be valid only if they are initialed by the person or persons signing the bid with official stamp. A list of such occurrences are to be brought out in separate sheet including Section number, Clause number and Page number and submitted along with respective envelope of Technical and / or financial bid.

(2) The Bid shall be signed by the Bidder himself or for and on behalf of the Bidder by an officer or officers with Power of Attorney as the case may be. A notarized copy of such Power of Attorney shall be submitted with the Bid pursuant to Clause 5 (xiv) in this Instruction.

7.2. Submission of Bid

All the documents for the Technical Bid and Financial Bid shall be submitted through e-Tender system and the physical documents if any shall be submitted to the address and at the time & Date designated by the Authority as follows;

Chief Technical Officer,
East Kolkata Wetlands Management Authority,
Pranisampad Bhaban, 5th Floor, LB-2, Sector-III,
Salt Lake, Kolkata – 700 106, INDIA

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

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

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

7.3. Evaluation Criteria of the Bid under Combined Quality cum Cost Based Selection (CQCCBS)

- A. Technical proposals will be allotted weightage of 70% while the financial proposal will be allotted weightage of 30%.
- B. Proposal with the lowest cost will be given a financial score of 100 and other proposal given financial scores that are inversely proportional to their prices.
- C. The total score, both technical and financial shall be obtained by weighting the quality and cost scores and adding them up.

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

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

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

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

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

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

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

8. OPENING AND EVALUATION OF TECHNICAL BID

8.1. Opening of Technical Bid

Technical Bid will be opened first at **XX:XX hrs.** On the date for opening of the Bid and at the place specified above under sub clause 7.2. Bidders or their representatives may attend at the time of opening.

8.2. Confidentiality of the Process

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of the contract shall not be disclosed to bidders or any other person not officially concerned with such process. Any effort by a bidder to influence the

Authority's processing of Bids or award decisions may result in the rejection of the Bidder's Bid. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids in accordance with the clause 11 of these instructions.

8.3. Clarification of Technical Bids

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

8.4. Preliminary Examination

The Authority will examine the Technical Bids to determine whether they are complete, whether the documents have been properly signed and whether the Technical Bids are generally in order. **Any Technical Bid found to be non-responsive for any reason i.e. non-submission Bid Document Fees, non-conformity of bid security, or not meeting any criteria pursuant to any clause of ITB etc. will be rejected by the e-Tender Committee. No further Technical evaluation shall be carried out for such bidders.**

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

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

- (a) Earnest Money Deposit (ITB Clause 4.3).
- (b) Resolution of Disputes (OTC Clause 24),
- (c) Applicable law (OTC Clause 26),
- (d) Taxes & duties (OTC Clause 10),
- (e) Performance security (ITB Clause 4.3 & OTC Clause 11),
- (f) Force Majeure (OTC Clause 22).

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

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

8.5. Evaluation of Technical Bid

- (1) Technical bid will be opened by the Tender Evaluation Committee. Intending tenderer may remain present if they so desire. Statutory & Qualifying Cover (folder) would be opened first & if found in order and correct Technical proposal Cover (folder) will be opened. If there is any deficiency in the Statutory & Technical proposal documents the tender will summarily be rejected.
- (2) Decrypted (transformed in to readable formats) documents of the technical proposal cover will be downloaded for evaluation.
- (3) List of technically qualified tenderers would be uploaded.
- (4) The Authority will determine the responsiveness of the Technical Bids for the invitation of opening of Financial Bid if the Technical Bid meets satisfactorily technical specification and any other information, which the Authority consider relevant.
- (5) If a Bidder is found not substantially responsive to the technical requirement, the Technical Bid will be rejected and the subsequent information as to opening of the Financial Bid will not be notified.
- (6) If the Technical clarifications are required by the e-Tender Committee to any part of the Technical Bids, the Bidder will be requested to clarify the same in writing.
- (7) Quotation will be opened by the Tender Evaluation Committee formed by the Environment Department, Govt. of West Bengal. The decision of the Tender Evaluation Committee will be final and absolute in this respect.
- (8) Self Declaration on the Organisation Letter Head to be submitted mentioning the correctness of the submitted documents and a declaration of penalty, black listing, debarment etc. faced by him under any Govt./Semi-Govt. /Autonomous body/ Institution through online at desired location as per **Annexure - VI**.
- (9) Partnership Firm should submit necessary deed at desired location through online.

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

8.6. Evaluation Criteria of Technical Bid

The Technical Bid of the Bidder will be evaluated as per below mentioned table.

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

Parameter	Marks Assigned	Category	Marks	Total Marks
Total Marks (A+B)				100
A. Technical Strength of the Organization & Project Presentation				85
A.1. Past Experience of the Firm				20
i. No. of years of Business	5	>10 years >8-10 years >5-8 years Upto 5 years	5 4 3 2	
ii. Value of work regarding preparation of DPR / construction of NIC, or tourism / ecotourism project on coastal theme or forest theme, etc. or Bio-diversity park, or management of ecosystem structure or ecosystem services of wetland / wetland complex / wetland of international importance under the Ramsar Convention within last 5(Five) years from the date of publication of this RFP in any Government / Semi-Government / Undertaking / Autonomous bodies / Local bodies / any renowned organization.	10	>30 lakhs in single job >25-30 lakhs (single job) >20-25 lakhs (single job) 15-20 lakhs (single job)	10 7.5 5 3	
iii. Experience of working in West Bengal	5	>10 years >8-10 years >5-8 years Upto 5years	5 4.5 4 1	
A.2.				40
A.2.1. Qualification				10
i. Principal Architect (Team Leader)	2	M. Arch B. Arch	2 1	
ii. Architect	1	B. Arch	1	
iii. Urban Planner / Urban Designer	1	M. Plan or M. Arch	1	
iv. Structural Engineer	2	M.E. (Structure) B.E.	2 1	
v. Geo Technical Expert	1	B.E.	1	
vi. Quantity Estimator	1	B.E.	1	
vii. Electrical Engineer	1	B.E.	1	

		D.C.E.	0.5	
viii. Site Supervisor	1	B.E. D.C.E.	1 0.5	
A.2.2. Experience				30
i. Principal Architect (Team Leader)	6	>20 years >15-20 years Upto 15 years	6 5 3	
ii. Architect	5	>10 years >5-10 years Upto 5 years	5 4 3	
iii. Urban Planner / Urban Designer	5	>10 years >5-10 years Upto 5 years	5 4 3	
iv. Structural Engineer	4	>10 years >5-10 years Upto 5 years	4 3 2	
v. Geo Technical Expert	4	>10 years >5-10 years Upto 5 years	4 3 2	
vi. Quantity Estimator	2	>10 years >5-10 years Upto 5 years	2 1.5 1	
vii. Electrical Engineer	2	>10 years >5-10 years Upto 5 years	2 1.5 1	
viii. Site Supervisor (In House)	2	>4 years >2 - 4 years Upto 2 years	2 1.5 1	
A.3. Presentation on Project				25
i. Understanding of TOR			5	
ii. Technical approach and methodology			10	
iii. Functional Planning (Work Plan and Innovation) and General Aesthetics (Site Plan, Architectural Drawing, Façade and Elevation)			10	
B. Financial Strength of the Organization				15
i. Average Annual Turnover during last Five years ending on 31.03.2023 in consultancy or work of similar nature (as per Annexure -II)	10	>50 Lakhs >40-50 Lakhs 30-40 Lakhs	10 8.5 7	
ii. Net Profit Average during last Five years ending on 31.03.2023	5	>10 Lakhs >5-10 Lakhs Upto 5 Lakhs	5 3.5 1.5	

Note:

1) The bidder has to score marks in each of the item / criteria mentioned in the above table. Inability of the bidder to attend or score any marks in any of the item / criteria would lead to the disqualification of the bidder.

2) The minimum technical score required to pass is 75 marks. **Financial bid of the technically qualified bidders will be opened for financial evaluation.**

9. Notification of Successful Technical Bid

As per e-tender system the successful bidder would get a notification. The list of technically qualified Bidder would be uploaded in e-tender portal.

10. Opening of Financial Bid

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

11. Examination of Financial Bid

After opening of the Financial Bid, the bid evaluation committee of the Authority will evaluate the proposals as per criteria mentioned in clause 7.3 above and determine the rank of the Bidders.

A Financial Bid determined as non responsive will be rejected.

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

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

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

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

12. Evaluation and Comparison of Financial Bid

12.1. Evaluation Procedure

The Authority will evaluate the Bids as per criteria mentioned in clause 7.3 and 8.6 and determine the rank of the bidders. The Authority reserves the right to reject any bid or bids received at its discretion without assigning any reason whatsoever.

NOTE:

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

12.2. Clarification on Financial Bid

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

13. Award of Contract

1. Award of Contract to Successful Bidder

The Authority will award the Contract to the successful Bidder:

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

2. Notification of Award (NoA)

Prior to the expiration of the Bid validity pursuant to Sub-clause 4.5 in this instructions, the Authority will notify the successful Bidder in writing by registered letter or by e-mail to confirm that its Bid has been accepted.

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

3. Signing of Contract

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

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

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

14. Other Points

- (1) Applicants are advised to study the TENDER documents carefully before participating. It shall be deemed that submission of application by the applicant has been done after their careful study and examination of the TENDER document with full understanding to its implications. All participants are requested to visit the sites and satisfy themselves about local conditions and also other matters that may be required in connection to the work. Such matters should be duly taken care of during the work.
- (2) The applicant is responsible for all costs incurred in connection with participation in this bidding process, including participation in meeting / discussions/ presentations. Preparation of proposal in providing any additional information required by Employer / EKWMA to facilitate the evaluation process and in negotiating a definitive service Agreement or all such activities related to the bid process. This TENDER does not commit the Employer/ EKWMA to award a contract or to engage in negotiation. Further no reimbursable cost may be incurred in anticipation of award.

- (3) Applicant is expected to examine all instructions forms, terms, specifications and other information in the TENDER document. Failure to furnish all information required by the TENDER documents or to submit application not substantially responsive to the TENDER documents in every respect will be at applicants risk and may result in the rejection of its application.
- (4) The application shall be signed by the person on behalf of the organization having necessary authorization/power of attorney to do so. Each page of application shall be signed copy of Power Attorney / Memorandum of association shall be furnished along with the application and original should be produced subsequently for verification and return.
- (5) Intending applicants are required to submit their full Bio-Data giving details about their organization, proven competence to handle major works, in house computer aided facilities etc.
- (6) The applicant may engage the services of well qualified specialists or consultants pertaining to services relevant to the work at his own risk and cost and no extra payment will be made by Employer/ EKWMA in this regard.
- (7) The total consultancy fee shall be duly filled up as per BoQ in excel format in folder – E under Section - D. The consultancy fee shall be excluding GST and any other taxes as applicable. Deduction of Income Tax etc. will be made at source at the time of making payment.
- (8) Selection of Consultant will be based on **Combined Quality cum Cost Based Selection (CQCCBS) method.**
- (9) The applicant will give a concise, complete and logical description of how the consultant's team will carry out the services to meet all requirements.
- (10) If any file (like drawing etc.) could not be uploaded due to shortage of space, then the bidders are requested to submit the said Document physically in the Tender Box.
- (11) Documentary evidence establishing the general and overall experience of the firm should be submitted.
- (12) Documentary evidence establishing the applicant's technical eligibility and financial eligibility should be submitted.
- (13) Authority / owner shall not consider any application that arrives after the dead line for submission of application.
- (14) This application will be valid for 120 days from the opening of the Tender document.
- (15) Mere submission of tender documents will not confer to applicants any right for receiving or carrying out the tendered job. EKWMA reserves the right to accept / reject one or all proposal or stop the process of approval at any stage, at its sole discretion without assigning any reasons and shall bear no liability whatsoever consequent upon such a decision.

(16) Prior to the final time and date for submission of the Bids, no representation, communication, explanation or statement, verbal or written, made to the Bidder or anyone else by the Bidder or any of their employees or authorized representatives other than as may be set out in amendment issued in accordance with Sub-clause 3.4 in this Instructions shall bind the Bidder in the exercise of their powers and duties under the Contract.

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

SECTION - B

SCOPE OF WORK

1. *Terms of Reference*

The East Kolkata Wetlands Management Authority (EKWMA) aims to manage and conserve the East Kolkata Wetlands ecosystem in a sustainable manner while promoting its ecological, social, and economic values. The Development of the Nature Interpretation Centre for the East Kolkata Wetlands can serve multiple objectives, including conservation, education, and community engagement. The Nature Interpretation Centre should serve the following objectives:

Exhibit the importance of preserving the wetlands as crucial habitats for diverse wildlife, including migratory birds.

Increase public awareness about the ecological significance of the East Kolkata Wetlands and the need for their conservation.

Provide a platform for researchers and scientists to conduct studies on wetland ecosystems and biodiversity.

Educate visitors about the unique flora, fauna, and ecosystems found in the wetlands, emphasizing their role in maintaining environmental balance with visitor participation.

Educate visitors about sustainable environmental practices and the importance of preserving wetland ecosystems.

Promote an understanding of the cultural heritage associated with the wetlands, including traditional fishing and farming practices.

Involve local communities in preserving their cultural and natural heritage.

Provide a space for the community to engage in eco-friendly recreational activities such as bird watching, nature walks, and photography.

Encourage the local community to participate in the management and upkeep of the center and the wetlands.

Create an enjoyable and educational experience for tourists, promoting eco-tourism in the region.

Generate revenue for the local economy through tourism, creating jobs and supporting local businesses.

Foster collaborations with local and national environmental organizations, universities, and government agencies to support research and conservation efforts.

Implement sustainable resource management practices within the center, such as energy-efficient technology and waste reduction.

Create engaging exhibits, workshops, and programs that cater to visitors of all ages and backgrounds.

Allow visitors to participate in activities like bird watching, and planting native species.

Ensure that the center is accessible to people of all abilities and backgrounds.

Promote inclusivity by offering programs and resources in multiple languages and formats.

All building / structure should be designed maintaining the Green Building Concept.

Shall show the Carbon Use figures of the Project.

2. *Scope of Work*

To accomplish the objectives, as aforesaid. The Scope of Services includes, but is not limited to, any or all activities incidental and required for the development of the proposal at each stage. The Consultant, who will work for EKWMA, will undertake the services as specified in this RFP document.

The Services to be provided by the Consultant shall include the overall design based on the theme and the required details for the construction of the same, which would include but not limited to the following:

Studies showing:

A. Approaches of design process

B. Urban Context, Surroundings & Precincts

- Ecology and Natural History of the area and the Archeological Context
- Surrounding Land use
- Urban aesthetics- Legibility, Image ability, Identity
- Circulation, connectivity and, accessibility - from Transit corridors (if any), nodal points, Landmarks, Strategic links Pedestrian routes in terms of the impact on surrounding greens.
- Climate and Sciography
- Edge conditions, Noise barriers

C. Detailed Landscape Analysis:

Analysis of existing features on site- Natural (Slope Analysis and Shadow Analysis (Aspect), Relief Analysis, Soil analysis, Vegetation Analysis, Hydrological analysis. (A plan that justifies the consideration of existing trees in the proposal. Where every existing tree is marked, numbered. No existing tree is to be cut. If at all, the proposal suggests to cut: the number of trees cut are highlighted, percentage shown and, the location of new trees to be planted are marked. Similarly, the top soil if to be removed needs to be conserved and the plan for the same to be shared).

Visual analysis - Visual Linkages (Intangible/Tangible) Activity analysis

Landscape Structure Analysis (Open and built) vis a vis context; existing features on site- Man Made (Existing Structures).

SWOT Analysis - (Strengths-Weaknesses-Opportunities-Threats) Existing services reference to special areas, if any.

D. Site Planning and Design Proposal, including:

Broad Concept, Location Plan & Site Plan, Demolition Plan, Architectural Plan, Comprehensive Landscape Development Plan demarcating the activities Allocated, Circulation, Connectivity and, accessibility- Pedestrian, Cycle Track, Parking, Ramps, Physically Challenged, Emergency vehicles, Drainage, water management systems and Grading-Cut/fill, Viewing Deck, Activities, Planting Plan and palette, Urban art, Eco-friendly Building Materials Schedule, Eco-friendly Building Materials for Hard and soft landscape, Comprehensive lighting scheme based on innovative illumination design (lighting should not disturb the existing flora and fauna), Irrigation Scheme, All landscape features including, and not restricted to, signage, art elements, furniture, shelters, parking, boundary wall, entry gate, fencing and kiosks. Their logical provision needs to be justifiable with respect to specific site, Any special technical knowhow required to showcase the innovative techniques for the depiction of the theme. The work on site needs to be evaluated and managed with respect to time, quality and economics. Though the initial survey will be provided by EKWMA, the Consultant should be able to get the survey updated, if required. Methodology for execution of proposal & maintenance of the green area to be proposed as well. Facilitation of approvals from any authorities, if required.

3. Proposed requirement (Planning Purpose)

Scope of consultancy work

EKWMA intends to setup the NIC under the sub-head “Communication and education” of Component No. 3.6.1 of the IMP. It is proposed that the NIC will be setup at Nalban, Sector-V, Salt Lake. Location Map of the site where NIC is to be setup is attached as SITE MAP below.

Exhibits including poster, models, flying patterns hanging from ceiling, wetland birds’ interactive panel and eco-system food chain. Exhibits include interactive models, laser based holograms with use of Artificial Intelligence.

Self-Learning Devices including touch screen kiosks and maps for self-guided walks. Develop an offline geo tagged map accessible through App with QR code.

Viewing Gallery comprising panels highlighting the ecological, socioeconomic and cultural aspects. Desks fitted with adequate displays, bird identifications books and wooden benches should be constructed along the gallery.

Watch tower to enable visitors to have a view of the EKW landscape. The watchtower would be equipped with binocular facilities.

Cycling tracks / Nature trails Walkway and cycling trail are proposed along the dykes connecting Nicco Park, SFDC office and EKW.

Waste recycling model of EKW indicating treatment of wastes through natural processes and functions of wetlands.

Children's Play area consisting of open dioramas and floorings with underwater paintings should be developed as a special section to cater to the young visitors. The area should have several innovative environment-oriented games and interactive food chain, fish trap games, jigsaw puzzles, etc.

Auditorium having audio-visual facilities for screening documentaries and arranging talks/workshops/meetings

Souvenir Shop for visitors containing wetland products, wetland biodiversity replicas, reading materials, photographs, maps for the visitors to take away on payment basis as memorabilia from the visit.

Picnic spot, cafeteria/restaurant with gazebos are to be proposed on the Island.

Parking area is to be set up near main road.

Boating Activity to be proposed around the island.

NIC would be near the entrance point of the area.

Indicative List of Requirements & Activities proposed for NIC

Major Requirements & Activities	Approximate Dimensions
Main Gate	6 m wide (minimum)
Guard House	6.5 Sq. m.
Ticket Counter + Baggage Storage Space	20 Sq. m.
Parking Area	0.50 - 1.50* Equivalent Car Spaces (ECS) per 50 - 100 sq m. of floor area. *Area for each equivalent car space inclusive of circulation area is 23 sq. m. for open parking and 28 sq. m. for ground floor covered parking (as per National Standards)
Cycling Tracks with provisions for rental cycling facilities	1.5 m wide for one-way (minimum) 2.0 m wide for two-way (minimum)

Walking pathway / Nature Trails	1.8 - 2.4 m wide
Watch Tower / Viewing Galleries	20 sq. m.
Waste recycling model of EKW	-
Children's Play Area and/or Picnic Area	50 - 150 sq. m.
Cafeteria	100 - 200 sq. m.
Souvenir Shop	25 sq. m.
Indigenous Landscaping - Wetland Specific	-
Nature Interpretation Centre:	
Formal Entrance Area with Reception, Waiting Area, lobby, Information Desk, Security Checking Space, Baggage Storage Space (if necessary)	100 - 150 sq. m.
Administration + Staff + Washroom	150 - 200 sq. m.
Exhibition Galleries	150 sq. m. each
Auditorium / Audio-Visual Room	125 sq. m. (50 seats approx)
Washroom Zone for tourists	50 sq. m. each for male and female

Note:

1. The above-mentioned spaces and dimensions are tentative. Additional Spaces and dimensions may be considered as per design requirements and physical site conditions.

4. At the time of submission of Tender

1. The Consultant may visit the sites prior to submission of Tender by their own for better understanding of the location, preparation and submission of schemes comprising Concept, Architectural plan, elevation & three dimensional perspective view from different angles as per Employer's requirements. Each Bidder may be allowed to submit maximum two different Concepts, Architectural Plans, elevation & perspective view. The financial bid of technically qualified Bidders will be opened for financial evaluation.

2. For selection /finalization of the offer/bid, the participants will have to make PowerPoint presentation, walk through and other audio visual means of their architectural design before the Bid evaluation committee constituted by the Authority.
3. The participants will have to arrange for laptops, computer etc.

5. After award of Job

1. Take Employer's instructions, visit the site, preparation of plans as per Employer's requirements including preparation of alternatives and carrying out necessary revisions till the sketch plans are finally approved by the Employer in accordance with the local governing codes/standards, regulations etc. making approximate cost based on unit cost and submit along with a detailed project report of the scheme so as to enable the Employer to take a decision on the sketch designs/plan.
2. Submit a proper PERT/BAR CHART incorporating all the activities such as preparation of working drawings, structural drawings, detailed drawings, NIT, preparation of tender documents, evaluation of tender & recommendation for selection of contractor, supervision for construction work at site.
3. The building design must conform to the prevailing rules of the Sanctioning Authority. Fire safety norm must be as per relevant B.S. codes and National Building code. For obtaining clearance from different Authorities, all fees should borne by the employer/EKWMA and the selected bidder will have to play the role of the facilitator.
4. The vetting for Structural Designs of the Building would be done by IEST (formerly BESU), JU, IIT- Kharagpur or any recognized Govt. Engineering College/Institute as agree upon by EKWMA and the fees for the same would have to be borne by the Consultant.
5. Prepare required detailed drawings on receipt of approval of the sketch plans by the Employer. Submit drawings to municipal or any other appropriate authorities, maintain liaison with local municipal corporation, government authorities for obtaining approval of the plans, commencement certificate, plinth checking certificate, completion certificate, occupation certificate etc. as per the regulation of local authorities and obtain their approval/sanction, completion and occupation.
6. Testing of soil, determination of bearing capacity and other properties of soil, preparation of Detailed Project Report (DPR), detailed design/drawing of architectural plan/elevation, structural calculations and drawings, detailed design/drawings for water supply and drainage, electrical installations including HT/LT sub-station, Green DG set, fire-fighting job, HVAC system, Lift, Landscaping, sanitary & plumbing, Security system, Data/Voice system and other ancillaries etc. as applicable, detailed estimates of cost, rate analysis for all items, take off sheets and all such other particulars as may be necessary for preparation of bill of quantities.

7. Prepare prequalification document if required by the EKWMA / Employer, scrutinize the applications for short listing of the contractors for various trades, forward recommendations to the Employer for selection of the contractors.
8. Prepare detailed tender documents for the above noted work complete with articles of agreement, special conditions, conditions of contract, specification, bill of quantities, including detailed analysis of rates based on PWD schedule rates, market rate analysis in case non-availability of PWD schedule duly approved by the Authority, time and progress charts, etc.
9. The assessment report shall be based on proper analysis of rates with constants from an approved PWD/CPWD schedule rates or Equivalent and market rates of materials and labour for major items of works costing about 90% of the estimated cost of the work.
10. All commercial conditions shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not.
11. When conditions are not susceptible of evaluation, the alternative procedure of calling all the tenderer for negotiation by asking them to submit a final bid based on a set of common terms and conditions acceptable to the EKWMA may be adopted.
12. Prepare contract documents for all trades and getting them executed by the concerned contractors.
13. Prepare for the use of the Employer, the Consultant and site staffs etc., 6 copies of contract documents for all trades including all drawings, specifications, and other particulars. Prepare such further details and working drawings as are necessary for proper execution of the works.
14. Assume full responsibility for supervision and proper execution of all works by General and Specialist Contractors who are engaged from time to time, including control over quantities during the execution to restrict variation, if any, to the minimum. The architects shall ensure that the contractors comply with the Labour laws.
15. No deviations or substitutions should be authorized by the Architect/ Consultant without working out the financial implication, if any, to the Consultant and obtaining approval of the Employer.
16. Checking measurements of works at site done by the Contractor. Checking contractor's bills, issuing periodical certificates for payments. The Measurement Book & the R/A & Final bill shall be approved by Employer before finalization of the payment. Architects shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the Consultant to check the measurements of various items. The prescribed format for certification of bills is as under:-

“Certified that the various items of work claimed in this running bill/ final bill by

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

Date:

(Signature of the Architect)

The Consultant shall endorse the above certification in the relevant Measurements Books also.

17. Working out theoretical requirement and actual consumption of cement, steel and any other material, if and as specified in the tender, on a regular basis for each bill. In this case a register to be maintained and authenticated by the Employer time to time.
18. Certify after test/commissioning/final inspection and check as the case may be, the completion of the work and/or satisfactory functioning of the system in services and utilities as the case may be.
19. On completion of the work/satisfactory functioning of the service system and certification of completion/satisfactory commissioning prepare and supply four sets of "as-built" drawings with relevant calculations of the design/engineering for the records of the Employer/EKWMA. The Architects shall verify and confirm that identification marks are made on all service installations/ cables/wiring, etc. as the case may be, to carry out future additions/alterations/maintenance jobs.
21. Wherever the work involves any structural additions/alterations, the Architect shall furnish one complete set of structural design, calculations and structural designs for the Employer's records. Obtain permission from local authorities for facilities and services as a result of addition, alteration and modification wherever required.
22. Complete requisite formalities and obtain necessary service connections such as water supply, electrical, drainage, sewerage and other services from local authorities.
23. Take timely action for revalidation of plans from local authorities as applicable.
24. Obtain final building completion and /or occupation certificate and secure permission of municipality, fire department, other concerned authorities for HT/LT sub-station etc. and any such other authorities as per the byelaws/laws/regulations/rules etc. for occupation of the building and refund of deposit if any, made by the Employer/ EKWMA to the Municipality or any such other authority, as applicable.
25. Assist the Employer in all arbitration proceedings between the contractors and the Employer/EKWMA. The Consultant/ Architect also defends the Employer in such proceedings and prepares report/replies to the claims of the contractor.

26. Advise the Employer well in advance regarding steps to be taken by the department to discharge Employer's responsibilities in execution of contract agreements and for smooth and speedy progress of work.
27. The Consultant shall hold periodical review meetings (at least once in a month and maximum as per situation) with the Employer along with Bidder for smooth completion of work.
28. The Consultant shall post/stationed one Civil Engineer (Diploma) having at least 5 years' experience, at the site as their representative for day to day supervision, measurement of work and liaison with the Employer. The Engineer shall be available at the site from the date of start of work to completion of work and finalization of contractors' bills. The Consultant will be considered as principal employer of the engineer for all purposes.
29. During planning stage, the Consultant/representatives shall visit EKWMA's office for finalization of plan, quantity estimates, rate analysis and tender documents or for any other purpose in connection with the work as required by the Employer.
30. During execution of the work, the Consultant shall visit the site (minimum 1 visit in a week and maximum as required by Employer) for inspection and quality surveillance, certification of contractors' bills, obtain certificate of commencement, plinth level certificate as per the regulations of the local authorities, preparing other details and drawings as may be required.
31. The Consultant shall visit the office of Municipality and any other such authorities for approval of building plan, obtain certificate of commencement, plinth level certificate, water supply connection, sewer connection, fire clearance, completion certificate, occupation certificate, or any other certificate required to be obtained as per Municipal authorities and or any other local authorities as per building byelaws/ laws/rules/regulations etc. and obtain the same, as applicable.
32. The Consultant shall provide soft copy of all drawings on Auto cad format, detailed estimate or any other calculations in M.S Excel format, Tender documents in M.S Word format, structural analysis and design in Standard format or any other formats as desired by the Employer / EKWMA.
33. The Consultant shall enter into an agreement with the Employer in the prescribed form of agreement attached with this tender.
34. The Consultant shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception up to the handing over for occupation to the Employer.

35. All services as stated above and as stated in the scope of work and any other services connected with the works usually and normally rendered by the Consultant but not referred to herein above.

36. The fees quoted by the architects shall include all the above mentioned services required to be provided by the architects in connection with this project.

37. Time Schedule for deliverables: -

TIME SCHEDULE

Sl. No.	Description of Work	Completion Date
1	Completion of planning, design, preparation of DPR, BOQ/Estimate & final acceptance by the Employer	Within 2 months from the date of signing the contract
2	Tender procedure for selection of works Bidder	Within 4 months from the date of signing the contract
3	Execution/construction of works	Within 24 months from the date of signing the contract

6. Quality Control

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

7. Reports

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

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

3.	Final Report	One time	Within 15 days of completion of services/ contract.	2
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The Commencement Report shall contain the detail of all meetings held with the Client and the Bidder and decisions taken therein, the resources mobilized by the Consultants as well as the Bidder and the Consultants' perception in the management and supervision of the maintenance works. The Report shall also include the work Programme and Resource Mobilization for the Project.

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

FINAL REPORT

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

8. Schedule of Services:

The Consultant shall, after taking instructions from the Client, render the following services:

Stage 1: Pre-Final Concept Design

- Soil Investigation, Ascertain Client's requirements, examines site constraints & potential; and prepares a design brief for Client's approval.
- Prepare report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.
- Prepare drawings and documents to enable the Client to get done the detailed survey and soil investigation at the site of the project.
- Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and / or proposed development on its immediate environs.
- Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.

Conceptual architectural design of Nature Interpretation Centre and landscape plan, indicating all proposed elements following the general principles of architectural and landscape planning and design.

Identification of functional and aesthetic zones along with their conceptual treatment.

Identification of Innovative, ecological, economic and sustainable site-specific strategies.

Concept sketches for all proposed landscape elements and with illustrative details of significant design areas.

Description of features like boundary walls, entry gates, walkways, pathways, planters, pavement, steps, ramps, railings, pergolas, park furniture, lighting scheme, etc. wherever required.

Conceptual planting scheme including trees, shrubs and groundcover to fulfill environmental, aesthetic and functional needs.

3D model and Walkthrough for Conceptual presentation

Deliverables

Architectural and Landscape Plan with above mentioned information to convey the ideas for a fruitful discussion during its presentation.

Note: This stage will be considered as the Technical Submission based on which the proposals would be marked along with the financial bids as per this document.

Stage 2: Preliminary Design and Drawings

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

The Concept shall comply with the EAST KOLKATA WETLANDS (CONSERVATION AND MANAGEMENT) ACT, 2006 and other rules and regulations, applicable codes & standards and local availability of the material. The Consultant shall present analysis and approach considerations with detailed reasoning of the basis of the concept design.

The Final Concept stage shall include revision and reworking of the draft concept as per the feedback received from the concerned EKWMA team officials.

Prepare presentation drawings and presentations as per the requirement of the EKWMA team officials.

Stage 3: Drawings for Client's/ Statutory Approvals

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

Deliverables

The Consultant shall submit the deliverables in the form of a high-resolution presentation in soft copy as well as a report in a reasonable size hard copy

Final Concept Plan, high lighting all the major elements and detailing thereof

3-D renderings to explain the scheme

Representative images, sketches and renderings

Report detailing Design parameters and assumptions if any, taken for design decisions.

Presentation for meetings

Receive final sign-off from the Competent Authority

Stage 4: Working Drawings and Tender Documents

Detailed Comprehensive Architectural and Landscape Development plan.

Detailed design development of individual sections.

Detailed Comprehensive Planting Plans.

Detailed Planting plan of individual sections.

Tender document based on detailed drawings for civil, electrical, horticulture works and other works as required.

Consultant shall provide the required list of drawings and documents along with the schedule of rates to PWD, prior to the commencement of the "Good for Construction" preparation and shall follow the same for the issuance for execution in consultation with the officials of EKWMA

Assist in the finalization of contractor and award of contract.

Deliverables

Detailed architectural drawings including floor plans, sections, elevations, structural drawings, finishing drawing detailed drawings for landscape including all hard & soft elements, final

plantation plan, irrigation scheme and water requirements, incorporation of any special landscape element and their specifications, wherever applicable.

Detailed Project Report Tender Drawings, Specifications, BoQ's, Rate Analysis and any other technical information required in the final tender documentation (Tender stage documentation requirements - 100% completion of all requirements in the Tendering stage).

Stage 5: Appointment of Contractors

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

Stage 6: Construction

Prepare and issue working drawings and details for proper execution of works during construction. Approve samples of various elements and components.

Check and approve shop drawings submitted by the contractor/ vendors.

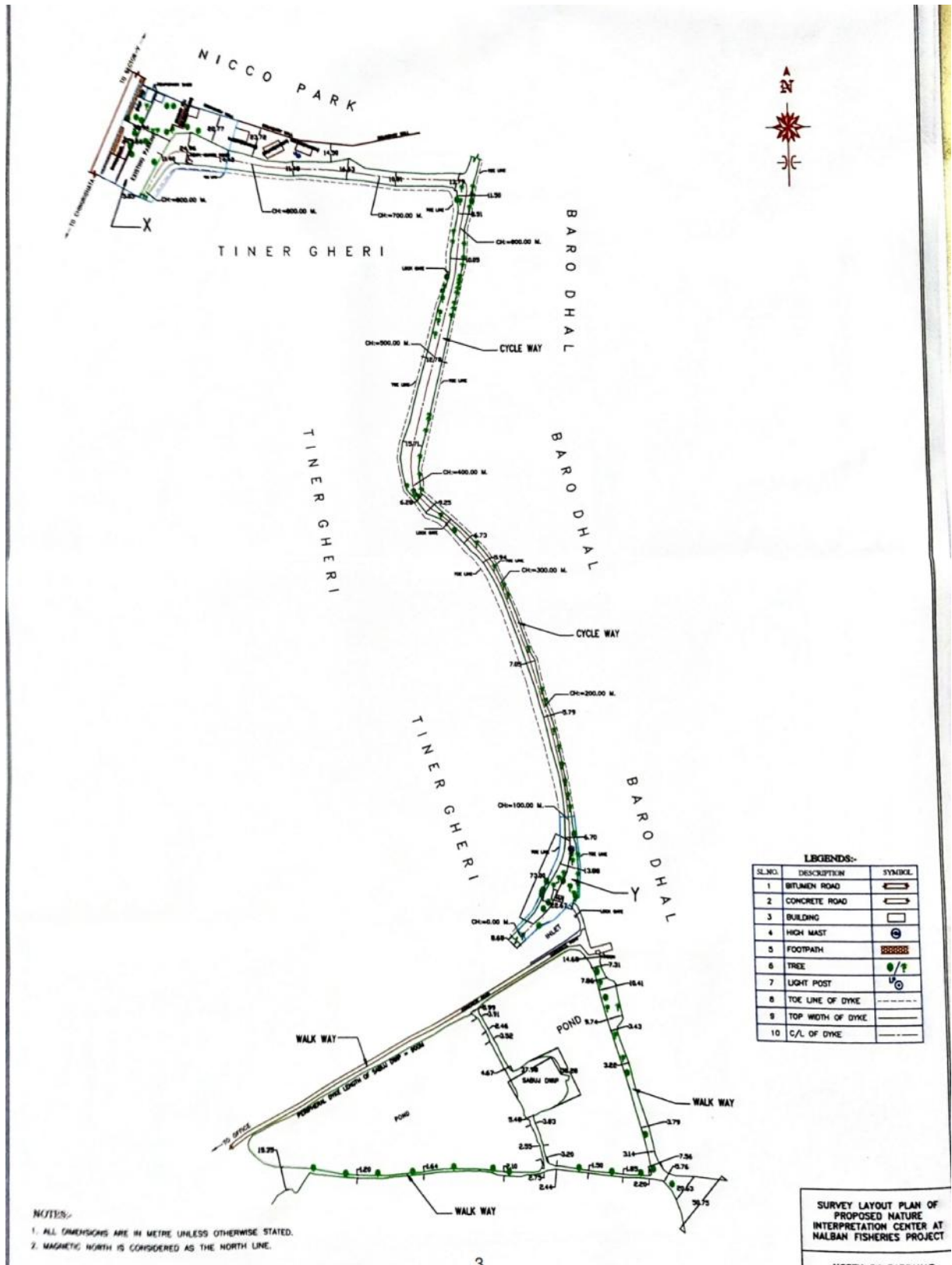
Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Client informed and render advice on actions, if required.

In order to ensure that the work at site proceeds in accordance with the contract documents/ drawings and to exercise time and quality controls, the day-to-day supervision will be carried out by Site Supervisor, who shall work under the guidance and direction of the Architect.

Stage 7: Completion

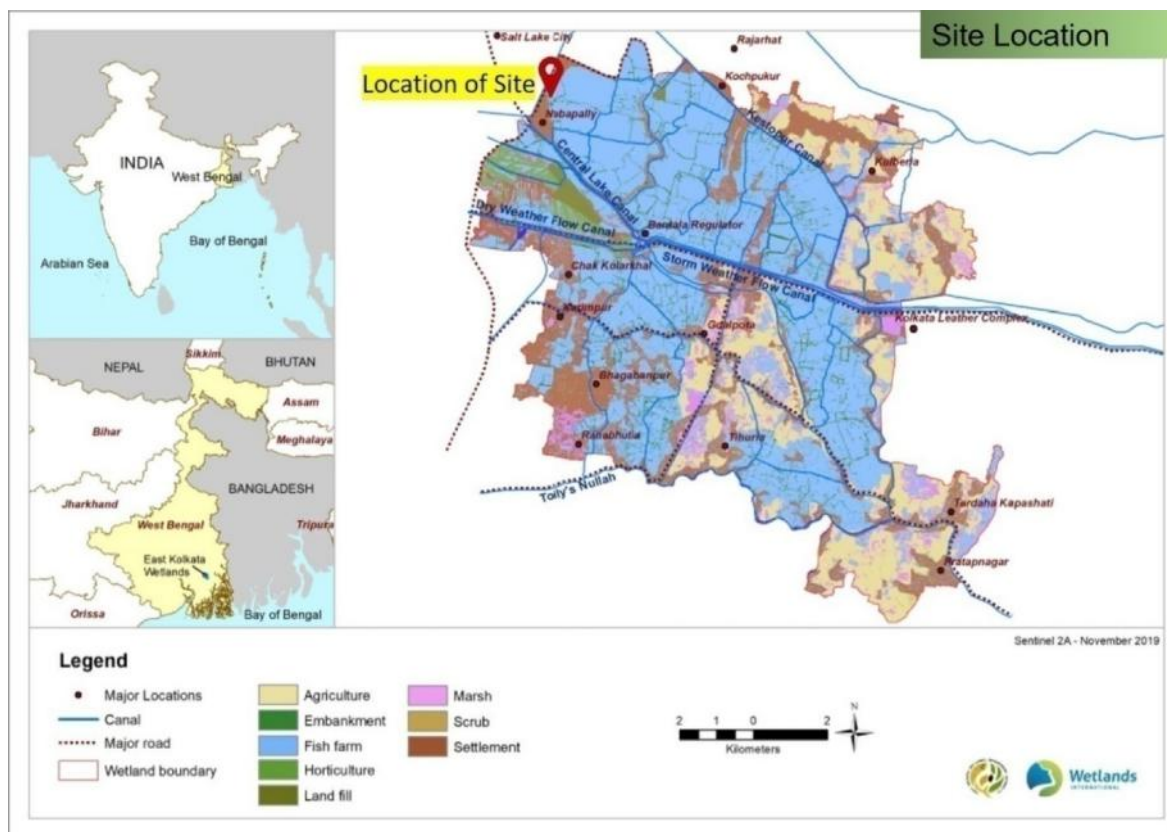
Prepare and submit completion reports and drawings for the project as required and assist the Client in obtaining "Completion/ Occupancy Certificate" from statutory authorities, wherever required. Issue two sets of as built drawings (both hard copies and CAD drawing) including services and structures.

SITE PLAN:



Annexure – A

Sl. No	Description	Area/Length
1	Area of X (Marked in layout)	5638.11 m ²
2	Area of Y (Marked in layout)	1717.83 m ²
3	Cycle way	900.00 Mtr
4	Walk way	900.00 Mtr



FORM OF QUESTIONNAIRE

<Letterhead of the Bidder>

BIDDING DOCUMENTS
FOR CONSULTANCY SERVICES FOR THE PLANNING, DESIGN, DRAWING,
PREPARATION OF DETAILED PROJECT REPORT (DPR), BOQ AND SUPERVISION FOR
ESTABLISHMENT OF NATURE INTERPRETATION CENTRE (NIC) AND OTHER
FACILITIES FOR AWARENESS GENERATION AT NALBAN BHERI OF STATE
FISHERIES DEVELOPMENT CORPORATION (SFDC), SECTOR-V, SALT LAKE IN EAST
KOLKATA WETLANDS (EKW) AREA

Date:

To:

The Chief Technical Officer
East Kolkata Wetlands Management Authority,
Department of Environment, Government of West Bengal,
Pranisampad Bhaban, 5th Floor, LB-2,
Sector - III, Salt Lake, Kolkata – 700106, INDIA

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

Question

Signature of the Bidder/ Authorized Representative

SECTION - C

FORM OF TECHNICAL BID

Earnest Money Deposit (EMD)/ Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Purchaser]

Date: _____

BID GUARANTEE No.: _____

We have been informed that [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of [name of contract] under Invitation for Bids No.

[IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[Signature(s)]

Name of the Bank

SIGNED BY _____

for and on behalf of the Guarantor

(Seal of Guarantor)

in the presence of

(Witness Name and Address)

Technical Bid Letter:

To
The Chief Technical Officer,
East Kolkata Wetlands Management Authority,
Pranisampad Bhaban, 5th Floor, LB-2, Sector-III,
Salt Lake, Kolkata – 700 106, INDIA

Ref: e-NIT No. EKWMA-02/2023-24 dated 24.01.2024

Sir/Madam,

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

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

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

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

Certified that the bidder is a Company and the person signing the tender is its authorized signatory.

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

Dated this Day of 20

(Signature)
(In the capacity of)

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

Witness Signature:

Witness Name:

Witness Address:

PROFORMA FOR FINANCIAL CAPABILITY OF BIDDER

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

Bid No. _____ Date of Opening _____ Time _____

Name of the Bidder _____

<u>Year</u>	<u>Turnover</u>
2018– 2019 Financial Year	
2019– 2020 Financial Year	
2020– 2021 Financial Year	
2021– 2022 Financial Year	
2022– 2023 Financial Year	
Average	

Note:

The annual turnover amount is to be supported by annual audited report and Income Tax Return.

Signature of the Authorized Representative
Name of the Person
Position

ANNEXURE-III

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

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

(Signature of the Consultant or Authorized Representative)

ANNEXURE-IV

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

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

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

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

(Signature of the Consultant or
Authorized Representative)

ANNEXURE-V

Registration / Empanelled with Government/ Public Sector/ Institution

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

(Signature of the Consultant or his Authorized Representative)

Non-Black Listing / Non-Debarment / Non-Termination / Non-Penalised, etc. Declaration

(To be given in Organisation Letter Head)

To
The Chief Technical Officer,
East Kolkata Wetlands Management Authority,
Pranisampad Bhaban, 5th Floor, LB-2, Sector-III,
Salt Lake, Kolkata – 700 106, INDIA

Ref: e-NIT No. EKWMA-02/2023-24 dated 24.01.2024

Name of the work: Consultancy Services for the planning, design, drawing, preparation of Detailed Project Report (DPR), BOQ preparation and supervision, etc. for Establishment of Nature Interpretation Centre (NIC) and other facilities for awareness generation at Nalban Bheri of State Fisheries Development Corporation (SFDC), Sector-V, Salt Lake in East Kolkata Wetlands (EKW) area.

Sir / Madam,

We hereby solemnly declare that all the information submitted through / statements made in this bid submission are true, complete and correct, and we will produce Original documents on demand by the Authority.

We also hereby solemnly declare that we are not black listed / debarred / terminated / penalised, etc. by the Government of India or any State Government(s) of India / any agency of the Central or State Government(s) of India / any Public Sector Undertaking of India / any other Regulatory authority or autonomous body in India / any other country in the world for any kind of fraudulent activities.

Dated this Day of 20

(Signature)
(In the capacity of)
With official seal

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

Technical Approach:-

Methodology:-

(Signature of the Consultant or his
Authorized Representative)

TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical / Managerial Staff

Sl. No.	Name	Position	Task


2. Support Staff

Sl. No.	Name	Position	Task

(Signature of the Consultant or his Authorized Representative)

ANNEXURE – IX

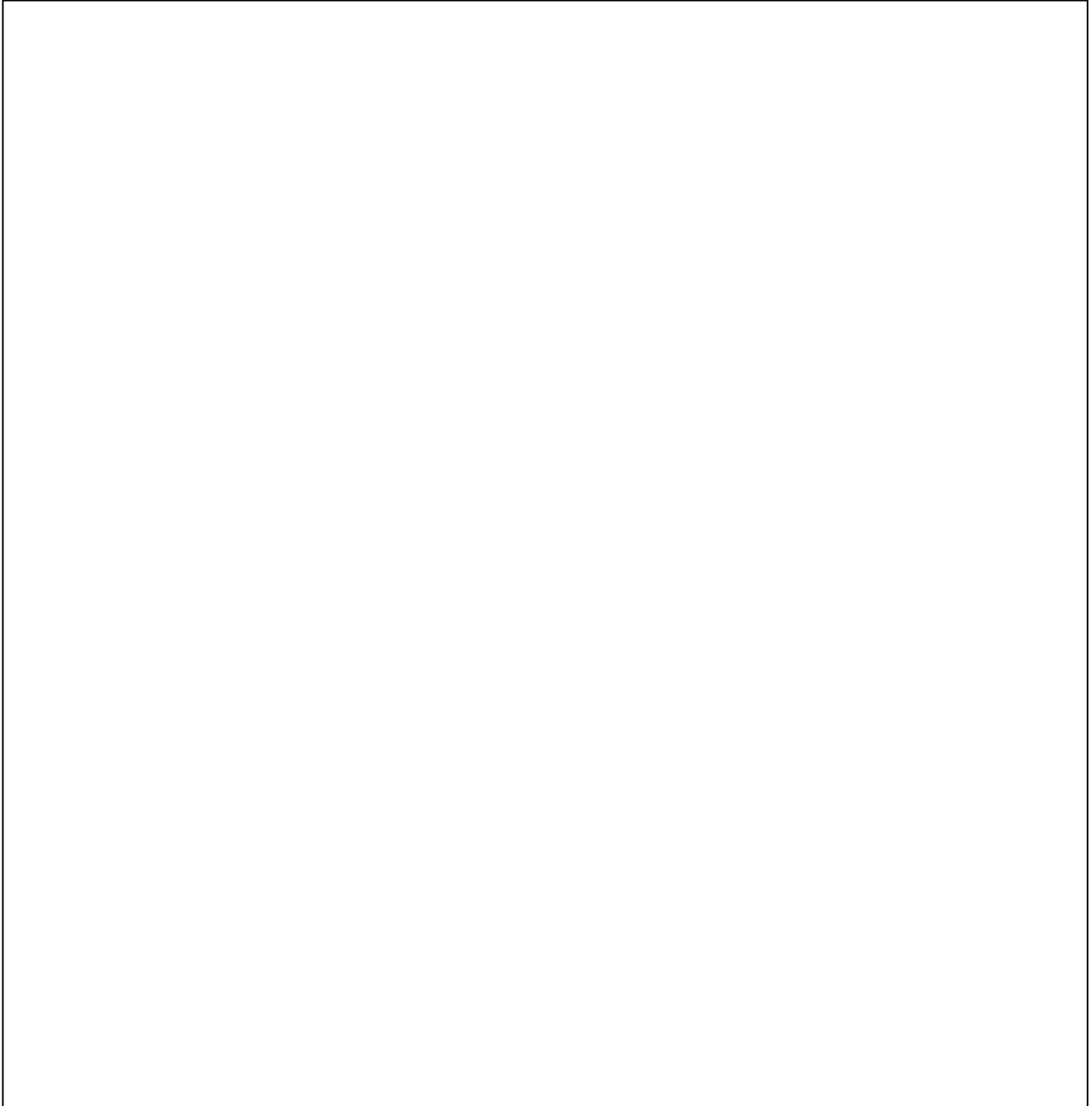
FUNCTIONAL PLANNING (WORK PLAN AND INNOVATION)



(Signature of the Consultant or
his Authorized Representative)

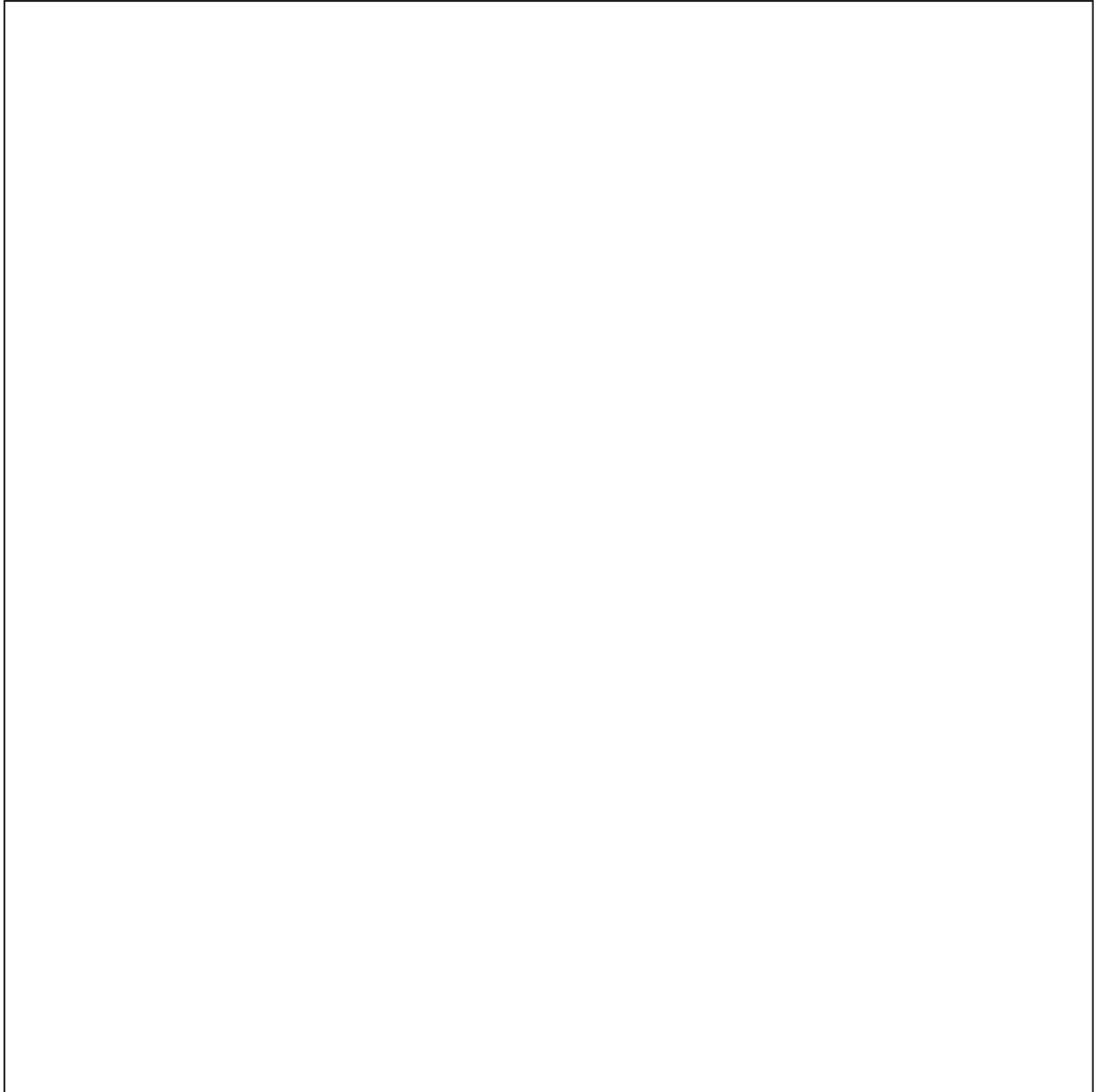
ANNEXURE - X

GENERAL AESTHETICS (SITE PLAN, ARCHITECTURAL DRAWING, FACADE AND ELEVATION)



Signature of the Consultant or his
Authorized Representative)

COMPATIBILITY, FEASIBILITY AND ECONOMY IN CONNECTION TO MAINTENANCE



Signature of the Consultant or
his Authorized Representative

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

FORMAT OF CURRICULUM VITAE FOR PROPOSED PROFESSIONAL STAFF

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

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

Full name of staff member: _____

Full name of authorized representative: _____

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

SECTION – D

FORM OF FINANCIAL BID

Schedule of payment of Consultancy Fees

Mode of Service	Percentage of Payment
Stage 1 On Soil Investigation, submitting conceptual designs and rough estimate of cost.	10% of the total fees payable.
Stage 2 On submitting the required preliminary scheme for the Client's approval along with the preliminary estimate of cost.	15% of the total fees payable less payment already made at Stage 1.
Stage 3	
a. On incorporating Client's suggestions and submitting drawings for approval from the Client/statutory authorities, if required.	25% of the total fees payable less payment already made at Stages 1 and 2.
b. Upon Client's / statutory approval necessary for commencement of construction, wherever applicable.	30% of the total fees payable less payment already made at Stages 1 to 3a.
Stage 4 Upon preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost	40% of the total fees payable less payment already made at Stages 1 to 3b.
and preparation of tender documents.	
Stage 5 On inviting, receiving and analyzing/evaluating tenders; advising Client on appointment of contractors.	45% of the total fees payable less payment already made at Stages 1 to 4.
Stage 6	
a. On submitting working drawings and details required for commencement of work at site.	50% of the total fees payable less payment already made at Stages 1 to 5.
b. On completion of 20% of the work	60% of the total fees payable less payment already made at Stages 1 to 6a.
c. On completion of 40% of the work	70% of the total fees payable less payment already made at Stages 1 to 6b.
d. On completion of 60% of the work	80% of the total fees payable less payment already made at Stages 1 to 6c
e. On completion of 80% of the work	90% of the total fees payable less payment already made at Stages 1 to 6d.

f. On completion of all civil, electrical, etc. works	95% of the total fees payable less payment already made at Stages 1 to 6e
Stage 7 On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings	100% of the fees payable less payment already made at various stages.

Effective payment to the Consultancy Firm

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

At Stage 1: On rough estimate of cost.

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

At Stages 5 to 6: Accepted tender cost.

At Stage 7: Actual total cost on the basis of work done in field.

N.B.:

- i. Minimum value of the bill should be more than Rs. 10.00 lakh, otherwise it may be considered in next stage billing.
- ii. The percentage for progress of work should be in terms of volume of work.
- iii. Finally the Professional fees will be paid on value of actual work done (final bill of the project executing agency).

SECTION – E

OTHER TERMS AND CONDITIONS

1. Intent of Contract

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

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

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

2. Performance of Works

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

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

3. Use of Contract Documents and Information

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

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

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

4. Location

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

5. Language and Calendar

(i) Language

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

(ii) Calendar

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

6. Site Condition

(i) Site Condition

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

(ii) Access to Site

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

7. Authority

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

Chief Technical Officer,
East Kolkata Wetlands Management Authority,
Pranisampad Bhaban, 5th Floor, LB-2, Sector-III,
Salt Lake, Kolkata – 700 106

The Chief Technical Officer of the Authority or any authorized representative personnel of the Authority who is responsible for any coordination with the Contractor.

Any correspondence to or authorization from the Authority shall be made with the Chief Technical Officer.

8. Declaration

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

9. Payment

Payment:-

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

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

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

Method and Schedule of Payment of Consultancy Fee:-

The payment shall be made through RTGS / NEFT as per schedule of payment mentioned below:

Mode of Service	Percentage of Payment
Stage 1 On Soil Investigation, submitting conceptual designs and rough estimate of cost.	10% of the total fees payable.
Stage 2 On submitting the required preliminary scheme for the Client's approval along with the preliminary estimate of cost.	15% of the total fees payable less payment already made at Stage 1.
Stage 3	
a. On incorporating Client's suggestions and submitting drawings for approval from the Client/statutory authorities, if required.	25% of the total fees payable less payment already made at Stages 1 and 2.
b. Upon Client's / statutory approval necessary for commencement of construction, wherever applicable.	30% of the total fees payable less payment already made at Stages 1 to 3a.
Stage 4 Upon preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost	40% of the total fees payable less payment already made at Stages 1 to 3b.
and preparation of tender documents.	
Stage 5 On inviting, receiving and analyzing/evaluating tenders; advising Client on appointment of contractors.	45% of the total fees payable less payment already made at Stages 1 to 4.
Stage 6	
a. On submitting working drawings and details required for commencement of work at site.	50% of the total fees payable less payment already made at Stages 1 to 5.
b. On completion of 20% of the work	60% of the total fees payable less payment already made at Stages 1 to 6a.
c. On completion of 40% of the work	70% of the total fees payable less payment already made at Stages 1 to 6b.
d. On completion of 60% of the work	80% of the total fees payable less payment already made at Stages 1 to 6c
e. On completion of 80% of the work	90% of the total fees payable less payment already made at Stages 1 to 6d.

f. On completion of all civil, electrical, etc. works	95% of the total fees payable less payment already made at Stages 1 to 6e
Stage 7 On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings	100% of the fees payable less payment already made at various stages.

Effective payment to the Consultancy Firm

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

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

At Stages 5 to 6: Accepted tender cost.

At Stage 7: Actual total cost.

N.B.:

- i. Minimum value of the bill should be more than Rs. 10.00 lakh, otherwise it may be considered in next stage billing.
- ii. The percentage for progress of work should be in terms of volume of work.
- iii. Finally the Professional Architect fees will be paid on value of actual work done (final bill of the project executing agency).

10. Taxes and Duties

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

11. Performance Security

EMD of the successful bidder shall be transferred to the Contract Performance Guarantee. In case EMD is provided by bidder through Bank Guarantee (BG), then the successful bidder shall revalidate / extend the BG upto the validity of Contract Agreement, already submitted as EMD.

12. Assignment

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

13. Sub-Contracts

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

14. Professional Indemnity

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

15. Right -of -Entry

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

16. Disputes/Arbitration

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

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

17. Consultants' Obligation

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

18. Responsibilities of the Consultant

- i. **Areas included in the scope:** The areas of the Project are detailed in Tender.
- ii. **Scope of Services:** The scope of the work under this agreement is detailed in the Tender.
- iii. **Stages of the work:** The stage of the work under this agreement is detailed in the Tender.
- iv. The Consultant shall complete the design development and be fully responsible for preparing working procedures, quality plans, bill of quantities, technical specification for tender documents, assisting the client for vendor selection, validation of shop drawings submitted by the contractors, quality certification of executed works and certification of the as built drawings submitted by the vendors.
- v. The Consultant shall provide, perform or undertake all services of design, specifications, co-ordinations, periodical observations expected of a professional consultant necessary to produce a fully integrated quality Works within an established controlled budget generally in accordance but not limited to Client's brief.
- vi. The Consultant in the performance of its work and services shall use reasonable and customary care in application of their professional skills and deliver the design to the entire satisfaction of the client. The Consultant shall also be responsible for the works or products or any effects resulting there from to the contractor, sub-contractor, manufacturer, supplier, fabricator or any other consultant retained by the consultant.

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

19. Responsibilities of the Client

- i. To provide detailed requirement of the project, establish project goals, objectives and constraints and shall obtain all public and private approvals, consents, and permits necessary to make operational the Works for the project.
- ii. To approve concept plans and other designs and drawings of the Consultant including their cost estimates and budgets.
The engineering team of the client shall undertake overall supervision of the work at site and coordinate site execution based on the detailed drawings and specifications made available to them by the Consultant. The client's engineering team will supervise day to day job & shall endeavor to work cohesively with the team of the Consultant to finish the project in the best manner possible.
- iii. To nominate a suitable Person as their Representative for giving necessary instructions and timely approvals as required for the successful delivery of the services of the Consultant.
- iv. To approve/ change orders, grant extension of time etc. if found justifiable and in the interest of the project.
- v. To approve completion of the services of the Consultant on the quality and various construction requirements.
- vi. The Client shall allow the Consultant to take photographs or other reproductions of the contracted work and use the photographs for their public relation purposes.
- vii. The client shall allow the Consultant to receive without reservation full credit on all site signage, reproductions and publicity releases regarding the contracted work, where it is stated or implied that consultants are part of the Client's Project team.

20. Professional Service Charges

- i. The Professional Service Charges shall be as per percentage rate basis quoted by the Consultant.
- ii. The above amount is excluding of all the taxes.
- iii. No rate escalation/compensation will be entertained under any circumstances even for the works executed within the extended period, if any.
- iv. This fee includes the time charge by the Consultant for day to day supervision, required site visit by their principals or employees as and when requested by the client for presentation, preparation

of report, conducting meetings and site visits or any other job specified in the scope of work during construction phase for smooth progress.

21. Termination of Agreement

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

22. Force Majeure

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

23. Termination for Insolvency

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

24. Resolution of Disputes

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

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

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

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

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

25. Effectiveness

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

26. Laws and Regulations

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

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

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

27. General Provisions

a) The Consultant accepts a relationship of trust and confidence established by this agreement between them, The Consultant and the Client and other consultants for the project. The Consultant shall co-operate with the Client's permitted staff, representatives, other consultants, contractors and other agencies involved in the project, in accordance with highest professional standards so as to meet the Client's objectives for this project.

b) It is expected that the Consultant shall complete each stage of the work as given in the responsibility of the Consultant Article 3.0 and Professional Service Charges mentioned at Article 4.0 below and submit their invoice for payment to the client along with the details of work completed. In case of any clarification, the client may seek the same from the Consultant within a week from receipt of the invoice, and the consultant shall provide the same to the Client. The Client shall clear the bill within 30 days of the receipt of such clarifications to clear the doubts. In case of incomplete work at a particular stage, it would be at the discretion of the client to return the invoice to the Consultant by giving reasons or recommendations for releasing payment. However, part payment may be released at the discretion of the Client.

- c) The Consultant shall designate under him a Senior Engineer as the Project Coordinator with the prior approval from the Client who shall remain in-charge of all design and other services required under this agreement, including design related meetings, so long as he performs in a manner acceptable to the Client.
- d) The consultant shall abide by all regulations imposed from time to time by competent authorities having jurisdiction over the project and shall consult with the authorized persons / Client on the design of Civil Work for the project. The Consultant shall ensure that all Civil design and other related services under this agreement are in conformity and consonance with the relevant rules relevant regulations & by laws, circulars, notifications, applicable for the Civil/electrical/mechanical/landscaping works or in connection therewith. The Consultant shall review all statutes, by laws and regulations applicable to the design and where necessary, review the same with the authorities having jurisdiction so that the requisite approvals/ licenses, necessary for the project, can be applied for and obtained by the client.
- e) The Consultant shall review architectural drawings, concept plan, existing records & documents, local laws & data, environmental documents and, any other document furnished by the Client. From the examination of the site and review of the available information, the Consultant shall determine whether, such data are sufficient for the purposes of design or whether any additional data are needed and, if so, recommend the manner in which it be provided and needed services obtained.
- f) Review, approval or acceptance of the Consultant's work, whether by Client or by their authorized representative, during any phase shall not relieve them from the responsibility for errors or omissions in their work.
- g) The Consultant shall complete the design development and be fully responsible for preparing working drawings/diagrams and construction documents in compliance with applicable laws, codes, rules, regulation, ordinances and standards. The working drawings of the Consultants shall be adequately detailed to enable the contractors and suppliers working for the project to prepare their shop drawing and related documents.
- h) The Consultant will ensure that the designs conform to norms as laid out in the National Building Code of India /BIS specification and shall be responsible for the safety and completeness of all designs.
- i) The duties and obligations of the lead Architect which the Consultant acknowledges shall be subject to separate agreement between the client and the lead Architect and the Consultants duly admits and acknowledges such duties & obligations cast on the lead Architect subject to such separate agreement.
- j) The lead Architect would coordinate the work of various consultants including the Civil Consultant, Sub-Contractors, and Contractors etc., so as to facilitate the timely release of the construction and coordinated drawings for completion of the project by each of the agencies, as per the agreed time lines.
- k) The Client shall not be charged for corrections (i.e. inconsistencies or wrongly executed work by the Consultant), adjustments (i.e. minor tailoring of executed work to more clearly interpret or refine the

work of that stage) or modifications (i.e. minor additions or adjustments to accommodate new thoughts which may occur to the Client or the Consultant within that stage).

l) The Consultant shall carry out all the work promptly within the specified time limits and the time schedule mutually agreed with the client for every phase and undertakes to carry out the work in accordance with the highest professional standards.

m) The Consultant shall complete the design development and be fully responsible for preparing working drawings/diagrams in compliance with applicable laws, codes, rules, regulation, ordinances and standards.

n) The Consultant shall provide, perform or undertake all services of design, specifications, co-ordinations, periodical observations expected of professional consultant necessary to produce a fully integrated design and quality constructed product within an established controlled budget generally in accordance but not limited to Client's project/operating brief.

o) The Consultant shall develop designs coordinated with architectural and engineering design in co-ordination with including lead architect consultant.

FORM FOR CONTRACT AGREEMENT

FORM FOR CONTRACT AGREEMENT FOR PREPARATION OF DETAILED PROJECT REPORT (DPR) WITH DESIGN, DRAWING, ESTIMATION AND SUPERVISION FOR ESTABLISHMENT OF NATURE INTERPRETATION CENTRE (NIC) AND OTHER FACILITIES FOR AWARENESS GENERATION AT NALBAN BHERI, SECTOR-V, SALT LAKE IN EAST KOLKATA WETLANDS AREA.

This Agreement (“Agreement”) is made on _____ (Date) by and between:

East Kolkata Wetlands Management Authority, Pranisampad Bhaban, 5th Floor, LB-2, Sector- III, Salt Lake, Kolkata- 700 106, INDIA, which term shall include permitted assigns and successors (Hereinafter called as “The Authority”).

and

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

RECITALS

Whereas, the Authority had invited Bids under reference _____ for consultancy services for Preparation of Detailed Project Report (DPR) with design, drawing, estimation and supervision for Establishment of Nature Interpretation Centre (NIC) and other facilities for awareness generation at Nalban Bheri, Sector-V, Salt Lake in East Kolkata Wetlands area.

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

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

Whereas, Consultant is having expertise in the business inter alia, for consultancy service and the Authority has engaged the Consultant for consultancy services for Preparation of Detailed Project Report (DPR) with design, drawing, estimation and supervision for Establishment of Nature Interpretation Centre (NIC) and other facilities for awareness generation at Nalban Bheri, Sector-V, Salt Lake in East Kolkata

Wetlands area upon the terms & conditions set forth in this Agreement and the Letter of Award referred above issued by the Authority including all the documents referred in the said Letter of Award.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i. Notice Inviting Tender
 - ii. Scope of Works
 - iii. Techno-commercial Bid
 - iv. Financial Bid
 - v. Technical Proposal;
 - vi. Other Terms and Conditions of Contract; and
 - vii. The Authority's Notification of Award.

This Contract sets forth the entire contract and agreement between the parties pertaining to consultancy services for Preparation of Detailed Project Report (DPR) with design, drawing, estimation and supervision for Establishment of Nature Interpretation Centre (NIC) and other facilities for awareness generation at Nalban Bheri, Sector-V, Salt Lake in East Kolkata Wetlands area.

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

3. In consideration of the payments to be made by the Authority to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Authority to perform the consultancy service therein conformity with all respects with the provisions of the Contract.

4 The Authority hereby covenants to pay the Consultant in consideration of the performance of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

5. Any notice under this Contract shall be in the form of letter, e-mail, cable or facsimile. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Authority shall be properly addressed to:

The Chief Technical Officer,
Pranisampad Bhaban, 5th Floor, LB-2,
Sector- III, Salt Lake, Kolkata- 700 106, INDIA
E-mail – ctoekwma@gmail.com,

Tel No. : 91-33-2335 3003

Fax No. : 91-33-2335 6403 and notice to the Contractor shall be properly addressed to:

[Contractor's address and electronic transmission address]

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

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

Signature of the Authority's Authorised Representative

Signature of the Consultant

Signed, Sealed and Delivered by the said _____

(For the Authority) in the presence of _____

Signed, Sealed and Delivered by the said _____

(For the Consultant) in the presence of _____

(For East Kolkata Wetlands Management Authority)

Mrs. Tripti Sah, IFS
Chief Technical Officer,
East Kolkata Wetlands Management Authority
& Member, e-Tender Committee