

REQUEST FOR PROPOSAL
FOR
PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES
FOR
RECONSTRUCTION & REJUVENATION
OF
MILAN MELA COMPLEX, WBTPO
OF
3 JBS HALDANE AVENUE, KOLKATA-700046

Tender Reference No. : WBTPO/30/16-17

Tender Issue Date : 24.11.16

Last Submission Date : 10.12.16

Disclaimer

- 1. The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of WBTPPO or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.*
- 2. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for WBTPPO, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources WBTPPO, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.*
- 3. WBTPPO may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document or may reject the proposal.*

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SECTION: I

LIST OF IMPORTANT DATES OF BIDS

1. **Name of work** : Project Management Consultancy(PMC) Services for Reconstruction & Rejuvenation of Milan Mela Complex, WBTPo, at Kolkata
2. **Period of engagement** : **18 months**
3. **Date of issue of Notice Inviting Bid** : **24.11.16**
4. **Time and Date of Pre-Bid** : **02.12.16 at 3 pm**
5. **Venue of Pre-Bid Meeting** : **OFFICE OF WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (WBTPOL), 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017.**
6. **Bid submission start date (On line)** : **03.12.16 at 10.00 am (as per server clock)**
7. **Bid Submission closing date (On line)** : **10.12.16 at 3 pm (As per server clock)**
8. **Time and Date for opening Technical Bid/Bids** : **10.12.16 at 3:30 pm (As per server clock)**
9. **Date of uploading list for Technically Qualified Bidder(online)** : **Will be notified later on.**
10. **Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any.** : **Will be notified later on.**
11. **Date for opening of Financial Proposal** : **Will be notified later on.**
12. **(Online) Last date of Bid validity** : **180 (One Hundred and Eighty) Days from the last date of bid submission**

SECTION:II

Press Notice

TenderRef. No. : WBTPO/30/16-17

West Bengal Trade Promotion Organization (WBTPO) invites e-tenders from renowned, resourceful, experienced and eligible Contractors for Project Management Consultancy(PMC) Services for Reconstruction & Rejuvenation of Milan Mela Complex, WBTPO, at Kolkata. For details please visit www.wbtenders.gov.in/ www.wbidc.com/ www.wbtpo.in/

SECTION: III **INTRODUCTION**

1. Background:

West Bengal Trade Promotion Organization (WBTPO), a joint sector company of WBIDC & KMC had embarked on a project to set up a permanent international standard exhibition complex name as Milan Mela Complex at 3, JBS Haldane Avenue, Kolkata – 700046. 'Milan Mela' has been developed in two Phases over 18.40 acres of land. WBTPO has now taken up the project of "Reconstruction & Rejuvenation of Milan Mela Complex" at 3 JBS Haldane Avenue, Kolkata- 700046

2. WBTPO now desires to have Project Management Consultancy for the above mentioned work. The detailed information about the project is enclosed in Appendix G.
3. In this connection, WBTPO invites proposals from the resourceful, experienced and reputed consultants for providing the following services for supervision of entire project work for Reconstruction & Rejuvenation of Milan Mela Complex.

A. "Project Management Consultant services in the field of works involving management ,supervision , quality control & all other related works pertaining to the project of Reconstruction & Rejuvenation of Milan Mela Complex"

B. Factory Inspection of major items.

4. Amendment of Bidding Documents:

- 4.1 At any time before the submission of proposals, WBTPO may, for any reason modify the documents by amendment
- 4.2 Before the deadline for submission of bids, WBTPO may modify the bidding documents by uploading the addenda in the website.
- 4.3 Any addendum thus uploaded shall be part of the RFP documents.

5. Earnest Money Deposit (EMD)

- a. Each Bidder have to submit an Earnest Money Deposit for an amount of **Rs.50,000** through NEFT/RTGS in favor of West Bengal Trade Promotion Organization, on bellow mentioned addresses:

ACCOUNT NAME: WEST BENGAL TRADE PROMOTION CORPORATION

Name of the Bank : ICICI Bank

ACCOUNT NUMBER: 000601041826

TYPE OF ACCOUNT: Savings Account

ADDRESS: Rasoi Court, 20, Sir R N Mukherjee Road, Calcutta - 700001

IFSCODE: ICIC0000006

MICR Code of branch: 700229002

- b. Proposal would need to be accompanied by copy of the NEFT Slip (digitally signed) and uploaded it in Statutory Cover as mentioned in the RFP Documents.
- c. EMD shall be returned to the unsuccessful Bidders within a period of one month from the date of signing of Consultancy Agreement between WBTPO and the Successful Bidder and in case of successful bidder, **EMD will be converted into initial Security Deposit.**
- d. EMD shall be forfeited in the following cases:
 - a) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
 - b) If the successful Bidder fails to execute the Consultancy Agreement within the stipulated time or any extension thereof provided by WBTPO or if the bidder withdraws the contract proposal even after execution of Consultancy agreement.

6. Pre Bid Meeting

- 6.1 A prospective Bidder requiring any clarification on the RFP document may attend pre bid meeting with their queries in writing. A pre-bid meeting is scheduled on **02.12.16 at 3 pm** in the office of WBIDC. **West Bengal Industrial Development Corporation Limited**, "Protiti", 23, Abanindranath Tagore Sarani, (Camac Street), Kolkata - 700017
- 6.2 The purpose of the meeting will be to clarify issues and to reply questions on any matter that may be raised at that stage. In this regard bidder(s) are requested to visit the site before meeting.
- 6.3 The bidder(s) is requested to submit any questions in writing or by mail so as to reach the Employer not later than 48 hours before the meeting.
- 6.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded in the website. Any modifications of the bidding documents listed in Clause 5 of Section IV, which may become necessary as a result of the pre-bid meeting shall be made by the WBTPO exclusively through the issue of an Addendum pursuant to Clause 4 of Section III and not through the minutes of the pre-bid meeting.
- 6.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

7. Address of Communication

For site visit or any further queries bidders are requested to communicate with the following address-

Shri.Pratik Datta
OSD (Electrical)

West Bengal Trade Promotion Organisation
(A Government of West Bengal Undertaking)
Milan Mela Complex, 3, J B S Haldane Avenue
Kolkata – 700 046
E: pratik@wbtpo.in
M: +919434459830

SECTION: IV

INSTRUCTION TO BIDDERS

1. WBTPO desires to have Project Management Consultancy work for the project as mentioned in Section III.
2. The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful bidder (“Successful Bidder”). The Successful Bidder is required to enter into a Consultancy Agreement with WBTPO and the draft of the same is set out in Appendix F. The fees shall be paid to the Successful Bidder by WBTPO in the manner as set out in Clause 2 of the Draft Consultancy Agreement.
3. The scope of services is set out in Section-VIII
4. The Proposals received from eligible Consultants shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified.
5. At any time prior to the Proposed Due Date, WBTPO may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP document by the issuance of Addendum.
6. The Proposal shall remain valid for a period not less than Six months from the date of opening of bid. WBTPO reserves the right to reject any Proposal, which does not meet this requirement.

7. Submission of Document

7.1 The RFP document is to be submitted through online in two folders at a time, one is Technical Proposal & the other is Financial Proposal before the prescribed date and time using the Digital Signature (DSC). The virus scanned copies of all the documents are to be uploaded after duly digitally signed. The documents will get encrypted.

7.2 Part I Submission: Technical Proposal:

The Technical Proposal should contain scanned copies of the following in two cover folders:

a. Statutory Cover containing the following digitally signed documents :

1. RFP Document/NIT documents
2. EMD Document
3. Addenda issued in accordance with Clause 4 of Section III *

4. Appendix A

b. Non Statutory cover containing the following digitally signed documents:

| Sl. No. | Category | Sub category | Details |
|---------|-----------------------|--------------------------------|---|
| | Name | Description | As per Clause of Section VI |
| 1. | Certificate | Certificate | (i) The current income-tax clearance certificate and service tax registration no. |
| | | | (ii) An affidavit that the information furnished with the bid documents is correct in all respects |
| | | | (iii) PAN Card Xerox copy |
| 2. | Credential | Credential | a. Details of Bidder and details of Staffs as per Appendix B & E |
| | | | b. Details of Work Experience with all supporting Documents as Appendix D |
| 3. | Financial Information | P/L & Balance Sheet 2012--2013 | A minimum gross yearly turnover of at least Rs.5 crores in the current and immediately preceding three financial years |
| | | P/L & Balance Sheet 2013-2014 | |
| | | P/L & Balance Sheet 2014-2015 | |
| | | | |
| 4. | Stamp paper | a) Power of Attorney | Need to be furnished on Stamp paper of relevant value as per Appendix C. (Original in hardcopy to be produced before signing of Consultancy Agreement, if selected) |
| | | b) Joint Venture/Consortium | Need to be furnished on Stamp paper of relevant value in case of Joint Venture/Consortium [not more than two members] Clearly mentioning the Intent of Consortium its lead member and roles and Responsibilities of Parties |
| | | c) Agreement | (Original in hardcopy to be produced before signing of Consultancy Agreement, if selected) |
| 5. | Declaration | Declaration1 | Addenda issued in accordance with and/or Minutes of Pre-Bid Meeting in accordance with Clause 5 of ITB. * |

7.3 Part-II Submission: Financial Proposal

The financial Proposal contains the following documents

i) Priced bill of quantities (filled in BOQ).

ii) Break up (in PDF) of Personnel Cost per month basis to be uploaded as Annexure-II.

Note:

1. The Financial Proposal is inclusive of all out pocket expenses incurred by the bidder towards travel, documentation and communication.

2. The Financial Proposal shall not include Service Tax, which shall be payable extra by WBTPPO at the prevailing rates.
3. In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

5. Submission of Statutory and Non Statutory covers are compulsory for acceptance of the bid. In line with that, prospective bidders are strictly advised to upload the Break Up sheet of Personnel Cost (as mentioned in clause no. 7.3.ii under Section-iv) under Financial Envelope only.

7.1 WBTPPO shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

8. Proposal Due Date

- 8.1 Proposals should be uploaded before scheduled date & time as indicated in the Schedule of Bidding Process.
- 8.2 WBTPPO may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.

9. Opening of Proposals and Clarifications

- 9.1 WBTPPO would open the Part I Submission of the Proposals on Due Date as mentioned for the purpose of evaluation.
- 9.2 The Part II Submission of the shortlisted/technically qualified Bidders shall be opened after intimation of the date and time of such opening.
- 9.3 WBTPPO reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP document.
- 9.4 To facilitate evaluation of Proposals, WBTPPO may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

10. Evaluation

- 10.1 The criteria for eligibility, qualification, evaluation and selection of Bidders are set out in Section V & VI.
- 10.2 As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 10.3 The Part I Submission would be considered to be responsive if it meets the following conditions:
 - a. it is received / deemed to be received within Due Date & time.
 - b. it contains all the information and documents as requested in the RFP.
 - c. it contains information in formats specified in this RFP.
 - d. it mentions the validity period as set out in Clause 6 of ITB.
 - e. it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by WBTPPO without communication with the Bidder).

WBTPO reserves the right to determine whether the information has been provided in reasonable detail.

f. there are no inconsistencies between the Proposal and the supporting documents.

10.4 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

i. which affects in any substantial way, the scope, quality, or performance of the Assignment, or

ii. Which limits in any substantial way, inconsistent with the RFP, WBTPO rights or the Bidder's obligations under the Agreement, or

iii. Which would affect unfairly the competitive position of other Bidders presenting substantially responsive proposals.

10.5 The responsive Proposals shall be evaluated as per the criteria set out in Section V.

10.6 WBTPO will select the successful bidder as clause no. 3 of Section - V

10.7 In case there are two or more Bidders gives same value, WBTPO, May in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of WBTPO.

10.8 WBTPO reserves the right to reject any Proposal, if:

a. at any time, a material misrepresentation is made or discovered; or

b. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

11. The Successful Bidder(s) shall execute the Consultancy Agreement within one month of the issue of Letter of Intent or within such further time as WBTPO may agree to in its sole discretion.

12. Others:

12.1 Extension of Project completion period:

Completion period of the project may be required to be extended in case of necessity.

12.2 Penalty Clause:

Proportional deduction of payment will be done from the contract amount based on per day basis in case of non compliance of the terms of the contract.

12.3 First-Aid facilities and other amenities:

The consultant shall at his own expenses arrange to ensure availability of medical attendance and other basic amenities.

12.4 During defect liability period, PMC may be called for inspection and supervision of work, if required.

12.5 The Consultant shall maintain records, test data; details of variations, correspondence and diaries in the formats specified/ approved by the WBTPO and shall submit them to the WBTPO from time to time as

required by the WBTPPO.

12.6 The Consultant shall review changes required in the construction stage by the Contractor and shall submit its comments on demand by WBTPPO.

12.7 The job shall be executed through a EPC contract. The consultant shall be responsible to supervise, quality control, testing, commissioning, erection, construction procuring, materials storage, safety logistics on behalf & other jobs carried out in a construction site on behalf of WBTPPO.

12.8 The consultant shall undertake complete administration, management & operation of contract till expiry of the defect liability period and payment of final dues to the contractor whichever is later.

12.9 The Quality Assurance Plan to be prepared by the Contractors and ensured by the Consultant shall include the following:

| | | |
|---|---|--|
| 1 | Materials, equipments, workmanship and end products | Type of tests and frequency at source and at site as available |
| 2 | Degree of quality control measures | Acceptability criteria as per tender specifications |
| 3 | Quality check | Rectification/corrective action surveillance review technical appraisal, performance |
| 4 | Records, reporting and documentation | Formats for records keeping, reporting and analyzing |

12.10 Measurement and preparation of bill etc. would be undertaken by the works Contractor and submitted in serially numbered measurement sheets in the approved format. Measurements recorded by the Contractor shall be checked by the Consultant as following:

- a. 100% measurements shall be checked by the Section Engineer/Site Engineer of the Consultant who supervised the respective works;
- b. 20% of the measurements (at random) shall be re-checked by the Resident Engineer of the Consultant.

12.11 For hidden items, which cannot be verified later on even through the latest nondestructive testing methods such as underground works, the test checks shall be more comprehensive and stringent than those prescribed herein above and further these shall be recorded in the presence of the WBTPPOs' representative.

12.12 The Consultant shall indemnify the WBTPPO for excess billing claimed by the Contractor and paid by the WBTPPO, either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel. The Consultant shall take out and maintain insurance at his own cost against this risk and for fulfilling its responsibility against this indemnity. Any such excess billing to the Contractor shall be first

recovered from the Security Deposit and the Performance Guarantee and the balance amount, if any, shall be recovered by claiming benefit from the professional insurance of the Consultant. 100% of the project value for which the tender will be called may be considered for indemnity.

If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the WBTPPO shall, apart from having other recourse available under this Contract, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the WBTPPO.

12.13 Duration of Services

The Consultancy shall be completed on successful commissioning of the Project and submission by the Consultant of all as-built drawings & duly checked & rectified by the consultant and other reports of the Project and the Consultancy to the WBTPPO. All such drawings and reports shall remain the property of the WBTPPO and shall not be used for any purpose other than that intended under these Terms of Reference. The Consultancy services shall stand completed on acceptance of all the required deliverables of the Consultant by the WBTPPO and issue of Completion Certificate by the WBTPPO to Consultant. The Services shall have to be completed in all respect by the Consultant within a time period of 18 months. However in the event of delay in the completion of the Project not attributable to the Consultant, the Engineer-in-Charge may recommend for approval such extension of time as in his opinion is reasonable having regard to the extension of time granted to the Contractor(s) from time to time. Further the WBTPPO may also grant extension of time along with liquidated damages if the delay is attributable to the Consultant. In case of any extension of time, with or without damages, the Consultant shall complete the Services in all respect within such extended time.

12.14 . The consultant shall be responsible for documentation of all engineering drawing upto finally revised. The consultant shall be responsible for checking the as built drawing to be submitted by the contractor & submit to WBTPPO after rectification if required for acceptance.

SECTION V

MODE OF SELECTION

1. Proposal Evaluation:

- 1.1 The Technical Proposal will be opened after appraisal of the technically qualified Consultants/ Organizations .
- 1.2 The date of opening of Financial Proposal will be informed to the technically qualified Consultants only.
- 1.3 The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP (Stage I Evaluation).
- 1.4 In case the Proposal is found to be responsive, the Technical Proposal would be evaluated (Stage II Evaluation).
- 1.5 The Technical Proposal would be evaluated on the various aspects. As part of the evaluation of the Technical Proposal, WBTPO may also request the Bidder to submit clarifications.
- 1.6 The Part II Submission shall be opened for evaluation of those bidders who will be technically qualified. The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP.
WBTPO reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.
- 1.7 Part II Submission shall be opened with due intimation to all the technically qualified Bidders who have met the requirements of Stage I and Stage II evaluation.

2. Negotiations

- 2.1 Negotiations will be held at the Office of WBTPO. The aim is to reach agreement on all points and sign a contract

3. Selection

3.1 Bid Opening and Evaluation :-

3.1.1. Bid Opening

The Employer will online open the bids received at the time, date and place as specified. In the event of the specified date for the opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

Evaluation of the technical bids shall be taken up and completed and a list will be drawn up of the successfully qualified bidders who qualify for the bidding process.

3.1.2. Process to be Confidential

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

3.1.3.. Clarification of Bids and Contacting the Employer

No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

3.2 Evaluation System :-

1: Experience of the firm,

2: Methodology, work plan & understanding of TOR

3. Suitability of the key personnel for the assignment

4. Financial Proposal.

In Stage 1, Experience of the firm, Methodology, work plan & understanding of TOR, Suitability of the key personnel for the assignment & Capability for transfer of Knowledge/training shall be evaluated by Employer and/ or its authorized representative. The Bidder's who meet all the submission requirement and Eligibility Criteria shall be eligible to be evaluated for next stage.

3.3. The scoring pattern is as under :-

A. Technical Score -

i) **Experience of the firm- 30 marks**

1. a) Having executed consultancy service for a project valuing 120 crores & upto 150 crores in a single contract- 10 marks.

b) Having executed consultancy service for a project valuing more than 150 crores & upto 200 crores in a single contract- 20 marks.

c) Having executed consultancy service for a project valuing more than 200 crores & above in a single contract- 30 marks.

2.a) Having executed consultancy service for projects valuing 150 crores in two different contracts (each valuing not less than 75 crores) & up to 200 crores – 10 marks.

b) Having executed consultancy service for projects valuing more than 200 crores in two different contracts (each valuing not less than 75 crores) & above – 20 marks.

3. a) Having executed consultancy service for projects valuing 180 crores in three different contracts (each valuing not less than 60 crores) & up to 210 crores – 10 marks.

b) Having executed consultancy service for projects valuing more than 210 crores in three different contracts (each valuing not less than 60 crores) & above – 20 marks.

ii) **Methodology (5), work plan (15) & understanding of TOR (5) – Total 25 marks**

iii) **Suitability of the key personnel for the assignment- 45 marks.**

a) **Educational Qualification- 9**

b) **Professional Experience- 36**

The Technical Score for all the Bidders shall be uploaded in the E-procurement portal upon completion of the Evaluation process and before opening of the Financial Proposal.

B. Financial Score -.

The Bidder who will secure 70% of score in above evaluation shall be eligible for financial evaluation. In this Stage, the Financial Proposal shall be opened and each Bidder shall get Financial Score in accordance with the following formula:

100 x (Lowest Financial Proposal / Bidders' Financial Proposal)

The selection of Successful Bidder shall be identified through Quality Cost Based Score and each Bidder shall be allotted Combined Technical and Financial Score using the following formula:

70% of Technical Score + 30% of Financial Score

The Bidder who secure maximum Combined Technical and Financial Score shall be eligible to be selected as Successful Bidder.

4. Confidentiality :

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

5. Any data insufficiency in Technical Proposal & Financial Proposal will lead to rejection of RFP. WBTPPO reserves the right to accept or reject any of the RFPs without assigning any reason thereof and without thereby incurring any liability to the affected parties. WBTPPO takes no responsibility for delay, loss or non-receipt of offer or any letter sent by post either way.
6. Selection will be made based on particulars and documents furnished by the applicant as required and satisfactory verification carried out by WBTPPO. If any information furnished by the applicant is found incorrect at a later stage they shall be liable to be debarred from tendering & taking up the work as per technical specification. WBTPPO reserves the right to verify the particulars furnished by the applicant independently.
7. All related correspondence as exchanged by the Consultants along with the EOI should contain no interlineations or overwriting, except as necessary to correct errors made by Consultants themselves or to evidence provision. The persons who signed the Proposal must initial any such corrections, interlineations or overwriting.
8. Any effort by a Consultant to influence WBTPPO in examination, evaluation, ranking of proposals or recommendation for award of contract will result in rejection of the Consultant's Proposal.
9. For any other clarifications, intending agencies may attend the Pre bid meeting at the above mentioned date and venue as mentioned in Section III.

SECTION VI

ELIGIBILITY

1. General Eligibility:

1.1 The Consultant(s) should have fulfilled the following criteria for both Part-I & Part-II:

- (a) Intending organizations should have minimum 5 years' experience in these fields.
- (b) **Technical Capacity:** One completed similar consultancy services for a project of Rs 120 crores; OR Two similar consultancy services of project valuing not less than 75 crores each. OR 3 completed similar consultancy services to project valuing not less than 60 crores each within last 5 years.
- (c) Intending bidder should have the experience in supervision and quality control of at least 1no. business center or exhibition centre or Assembly building or Airport Terminal building etc. during the last 5 years prior to the date of application
- (d) Organizations should have in house technical team consists of Electrical Engineers, Civil Engineers, Structural Engineers etc. as necessary to implement the job;
- (e) Agencies should have necessary technical, financial and managerial capabilities;
- (f) **Financial Capacity:** Minimum gross turnover of Rs. 5 crores in the current and immediately preceding three financial years.
- (g) Bidder must not have been blacklisted or deregistered by any central/state government department or public sector undertaking. Also no work of the bidder must have been rescinded by client after award of contract during last 5 years. The bidder should submit undertaking to this effect

1.2 Each bidder must produce

- a. The current income-tax clearance certificate, annual turnover, net worth, service tax registration no. & other relevant statutory documents.
- b. An affidavit that the information furnished with the RFP documents is correct in all respects;
- c. PAN CARD Xerox copy

2. Key Personnel (Experience & Qualification) :-

The structure of minimum man power to be provided in site is as follows:

(1) Project Manager/Resident Engineer:-

Job Description

The Project Manager/Resident Engineer will remain responsible for supervision and management of the project. He will be responsible to ensure that the works are administrated properly and that the construction is carried out in accordance with contract documents and to the proper requirements of the client. He will prepare and submit monthly progress reports and monthly certificates of payment.

He will review and evaluate with the client about progress, quality, cost and safety of works. He will schedule the duties of his staff according to requirements of construction programme and organize and control effectively all the project supervisory staff for supervision of construction works.

Qualification

He will be civil engineering graduate (minimum) having more than 10 years of professional experience in managing high valued contracts & conversant with the works stated above.

(2) Senior Civil Engineer:-**Job Description**

The Engineer will be responsible for measuring all quantities of civil works ,Quality control, documentation of all records, measurements, analyzing rates, quantity surveying, preparing bills, payment certificates to ensure that the contractor is paid in accordance with the contract. He will verify and confirm supporting data for payment certificates for extra works if any.

Qualification

He should be a graduate in civil engineering having experience of minimum 8 years

(3) Electrical/Mechanical Engineer:-**Job Description**

The Engineer will remain responsible for all Mechanical and Electrical Planning (MEP) installation, testing and commissioning works and also for Fire Fighting and Fire Safety Works. He will be responsible for verifying measurements of all quantities and works, for keeping records of all measurements, preparing quantity calculations and payment certificates to ensure that the contractor is paid in accordance with the contract in respect of aforesaid works. He will be responsible for evaluation/analyzing rates of jobs based on documents, not included in the contract.

Qualification

He will be a graduate engineer in electrical /Mechanical and having minimum of 8 years field experience.

(4) Field Engineer (Civil & Electrical) 2 nos (One in each stream):-**Job Description**

Field Engineer will be responsible for day to day supervision of works taking measurements of works executed and signing joint measurement sheets, checking quality and specification of materials and works, checking layouts and dimensions and assisting the senior civil engineer/MEP/other officials of the PMC & Client.

Qualification

He shall at least be a graduate engineer in the field of civil/electrical engineering as the case may be. He should be conversant with relevant field works & having minimum of 5 years experience.

(5) Commissioning Engineer :-

He should be a minimum graduate engineer (Electrical /Mechanical) having adequate experience in the commissioning of specified installations pertaining to the project & the said engineer shall be required for a lesser period that is for the commissioning stage only.

Other Personnel :- The PMC may at his own retain other personnel suitable for the project.

SECTION-VII

OTHER TERMS AND CONDITIONS

1. PAYMENT OF FEES

1.1 The key deliverables by the PMC shall be as per the following table:

- a. A Review Report based on design and drawing details
- b. Weekly progress report duly signed by PMC need to be submitted by both soft and hard copy. Report on activities and defects of the contractor, if any
- c. Factory Inspection report and Test Certificate duly signed both by PMC and Contractor within 7 days of the Inspection.

1.2 PMC will maintain an attendance sheet of their staff and that will be verified with duly signed by the Site-Engineer employed by WBTPO. The attendance sheet must be attached with their each bill without which bill shall not be processed.

1.3 The Consultant shall submit to WBTPO Three (3) hard copies and two (2) soft copies on separate CDs of all reports/documents to be delivered as per Clause 1.1 above.

1.4 The fee to the Project Management Consultant for the Services shall be paid as per the following table:

| Sl. No. | Deliverables / Milestones |
|---------|---|
| 1 | <p>a)The PMC shall raise its bills together with progress report as agreed upon by the WBTPO Ltd relating to the period of the bill.</p> <p>b) All other costs except the cost for Key Personnel shall be reimbursed on production of a Statement of Expenses, duly certified by the Project Manger/Resident Engineer. However, no details of expenditures would be sought for overhead expenses, which will be reimbursed in proportion to the total expenses under Item (c). For reimbursement of key Personnel Cost, the attendance sheet as stated above will be taken under consideration in addition to the Statement of Expenses to be certified by the Project Manger/Resident Engineer.</p> <p>c) The reimbursement of expenses shall be limited to the amounts indicated in the financial bid except as varied in accordance of the contract.</p> <p>d) For the purposes thereof “Statement of Expenses” means a statement of the expenses incurred on each of the heads indicated in the Financial Offer; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the Man month to be spent on the Consultancy.</p> |

WBTPO shall make payments of the bills as raised and submitted by PMC after due scrutiny of the claim and also being satisfied with the progress report as follows:

- 2 (i) After deducting 10% of the respective bill value as Security Deposit.

1.5 Security Deposit:

EMD of successful bidder will be converted into initial Security deposit. In addition with that, WBTPO will retain an amount equivalent to 10% of the each RA bills termed as Security Deposit which would be released after completion of the Defect Liability Period.

1.6 The PMC shall inspect or conduct factory testing for some of the major items as per project need at the Manufacturer's Factory or any test approved by WBTPO. The PMC shall be required to authenticate such testing.

1.7 The Consultancy Fees is inclusive of all out pocket expenses incurred by the Consultant towards travel, documentation and communication. The Consultancy Fee shall not include Service Tax, which shall be payable extra by WBTPO at prevailing rate.

1.8 Payment may be made within 30 days from the date of submission of invoice complete in all respect.

2. TERMINATION OF THE AGREEMENT

2.1 WBTPO reserves the right to terminate the work on the following grounds:-

- a. If the Consultant fails to execute the work as per time as provided in this Agreement.
- b. In case the Consultant fails to deliver or submit the deliverables as required under this Agreement and within such time as provided in this Agreement, unless such time is extended by WBTPO by written form.
- c. If after undertaking the work the Consultant abandons the same and WBTPO has to complete the rest of the work through any other agency ;

In the event of happening any of the aforementioned Defaults on part of the Consultant, WBTPO shall be entitled to terminate the contract and forfeit the Security Deposit. WBTPO shall give 7 days prior notice in writing to the agency before terminating the contract. On termination of the contract WBTPO shall forfeit the balance which may be payable to the Consultant and shall be free to proceed and complete with the remaining work through any other agency, the cost of which shall be met from such moneys as forfeited or withheld by WBTPO.

2.2 On termination of the contract the Consultant shall forthwith leave the site.

3. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

The Consultant shall:

- a. Provide manpower in accordance with Section VI of RFP Document;
- b. Provide the Services in accordance with Schedule I of RFP Document;
- c. exercise the degree of skill, care and diligence normally exercised by members of the profession

- performing services of a similar nature;
- d. be bound to comply with any written direction of WBTPPO to vary the scope sequence or timing of the Services; and use all reasonable efforts to inform itself of WBTPPO's requirements for the Deliverables for which purpose the Consultant shall consult WBTPPO throughout the performance of the Services.

4. CONFIDENTIALITY AND PUBLICITY

The Consultant shall treat the details of the output of the assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to WBTPPO or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of WBTPPO.

5. CONSULTANT'S REPRESENTATIVES

The Consultant shall deploy representative for the work as mentioned in Section VI of RFP Document

6. OTHER CONDITIONS

6.1 In the event WBTPPO desires the PMC to perform such additional services which are not within the Scope of Work, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

6.2 WBTPPO shall provide to the PMC documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. WBTPPO undertakes and agrees to furnish to the Consultant from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the WBTPPO.

6.3 All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with WBTPPO unless otherwise agreed, between WBTPPO and the Consultant. WBTPPO as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project

6.4 Unless otherwise agreed, WBTPPO shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

6.5 WBTPPO may extend the service for other industrial areas also in the same terms and conditions, if required, subject to mutual consent of both the parties. However, fee would be in proportion of land size of the industrial area.

7. COMPLIANCE WITH LAWS

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Kolkata shall have jurisdiction over all matters arising out of or relation to this Agreement.

9 VARIATIONS

WBTPO may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with that direction.

10 LIABILITY:

The Consultant shall be liable for all consequence of errors and omissions arising from errors solely attributable to Consultant or on the part of their employees to the extent and with the limitation specified by WBTPO. The Consultant shall also be liable and shall indemnify WBTPO from and against any/all claims, damages, and costs as may be raised on the Consultant by any other third party in connection with the said work.

11 OWNERSHIP OF DOCUMENTS & COPY RIGHTS:

The copyright of Interim Reports, Design Reports, Tender Documents, Costs Estimates, Bill of Quantities, Calculation sheets, drawings etc. and all other similar documents (both interim and final) provided by the Consultant in connection with project/work shall remain vested in WBTPO All written material, originated and prepared for WBTPO under the assigned agreement shall belong to WBTPO. The Consultant shall not publish, share, divulge, disclose, part with any of such papers or information without the written consent of employer or use for purpose other than those for this work, the articles, designs calculations and drawings

12 CHANGES OR ALTERATION:

Changes or alterations, as desired by WBTPO due to site considerations or otherwise as required during the pendency of the contract, will be done by the consultant. Additional charges on this account, if any, will be mutually agreed upon by WBTPO.

13 CORRECTNESS AND ACCURACY OF DATA:

The Consultant shall be fully responsible for the correctness and accuracy of the data. If any inadequacy is observed in the work performed by them, they shall at their own initiative and at no extra cost to WBTPO take all steps necessary to remedy/rectify the said defects or inadequacies. The consultant shall incorporate all the modifications or changes as desired by WBTPO.

14 CODE OF PRACTICE:

The report for all works shall confirm to local building bye laws and other state regulation as well as to

relevant latest Indian Standard Specifications and/or Standard code of Practice. All reports, computations etc. shall be submitted in English language and in metric/SI units.

15 PENAL CLAUSE:

In case the designated site officers are not present which affects the site progress, the proportional deduction of payment will be done from the contract amount based on per day basis calculation. However, WBTPO reserves its right of discretion on this aspect

Section-VIII

Scope of Work

- A. Review of Design Details:** Thorough study of the Design Report and drawing details prepared by the EPC contractor and based on that submission of a Review Report and checking of construction drawing drawings during execution of work.
- B. Inspection and Examination of Act of Contractors:** As an overall supervisor of the Project, monitoring of all the activities of the contractor at every stage of their operation so that the project is executed within the specific time limit ensuring desired quality level. Inspection and Examination of work must consist following
1. Inspection of Electrical Equipment's like LT Panel, Poles, Electrical cable, Electrodes etc. before dispatch from the manufacturer's factory/ go down and during installation/ commissioning. Factory inspection to be done along with Consultant and Client if needed.
 2. Checking of electrical and civil instruments which will use by the contractor at site for execution of the project. Calibration of the entire instrument must be checked before using of them at site.
 3. Day to Day supervision of all electrical, mechanical, civil work & other ancillary works .
 4. Proper commissioning of the system.
 5. Coordination with regulatory agencies.
 6. Complete administration and management.
 9. Give proper guidance to the contractor.

At various stages of the construction process, inspection and examination of the construction methodology, type of workmanship, quality of material, performance of equipment, safety measures etc. in compliance with good construction practices. Any type of discrepancies, disparities observed during the time of inspection, both the contractor and WBTPO would be informed at the earliest and assistance to resolve the problem. Helping the contractor to overcome the problems or bottlenecks during the construction process.

- C. Weekly Progress Report:** Preparation of detailed weekly Progress Reports verified by its multi-disciplinary

team members. In this report all deviations from the projected schedule in terms of time, cost, design, layout, alignment etc. will be pointed out. Necessary clarification and measures to mitigate such deviation(s) will also be mentioned in the monthly report for consideration of WBTPPO. PMC will sign on all the reports and submit them to WBTPPO properly. In line with the weekly progress report, PMC will submit daily progress report undersigned by themselves either vide mail or in hard copy whichever will be feasible.

- D. **Certification of Bills:** Verification of all running account bills and final bill of the contractor considering the terms and conditions of the Contract Agreement. Bill of quantity to be verified through physical inspection/routine test and critical evaluation of the construction quality. Thereafter all these bills to be Certified for payment along with its recommendations. Monitoring the overall cost of the project at every stage and WBTPPO to be informed and advised accordingly.
- E. **Variation:** Recommendations to be made for any changes or variations in the make/specification/drawings of the items to be used in the project for approval of WBTPPO.
- F. **Claims and Disputes:** Any claims, disputes etc. by the contractor to be analyzed and appropriate recommendations would be made to WBTPPO for settlement of such claims and disputes. It is the duty of the PMC to keep a tag on variation in quantities in work contracts and raise alarm sufficiently in advance to enable WBTPPOs take necessary corrective action.
- G. **Expenditure Control:** Expenditure control will be one of the important aspects for successful implementation of a project. Closely monitoring the project cost at every level of operation. If it is necessary for overall cost reduction, the best suitable alternative available at lower cost should be suggested. During Project implementation, pointing out the avoidable cost(s) of the project and suggest WBTPPO the necessary amendments in the time schedule of construction, alternative construction methodology, revised design features, resource planning etc.
- H. **Completion and handing over of the site Stage:** Preparation and submission of Project Completion Certification after successful completion of the Project, certifying as built drawings to be submitted by the contractor, Verification and certification of Final bill of the contractor, assist to take over the charge by WBTPPO or any agency appointed by WBTPPO. Preparation and submission of 8 sets of Maintenance manual with 4 sets of soft copy with the help of Contractor before issuing job completion certificate.
- I. **Defect Liability Period (DLP) Stage:** PMC may be called for Supervision & Management of the works to carried out by the contractor during the defect liability period.

Scope of Construction Supervision Services

The Consultants, through this contract shall remain responsible for the services to be performed through their

personnel or on their behalf. The Consultants shall perform the services and carry out their obligations there under with all due diligence, efficiency and economy in accordance with the provisions of the contract and shall observe sound management and technical and engineering practices. The Consultants shall always act, in respect of any matter relating to this contract or the services as faithful advisers to the client.

Services

The Consultant shall perform all works necessary to supervise the construction of the above mentioned contract package under control and guidance of the Engineer and the Employer ensuring accomplishment of construction works as per works contract in accordance with the specifications and implementation programme.

The Consultant shall issue all necessary instructions to the contractor in consultation with the client and check and control the work to ensure that is carried out according to contract documents. Authority of the Supervision Consultant to act as Engineer's Representative for the propose of the contract shall not prejudice the authority of the Engineer or the Employer to modify, alter or disapprove any or their instructions given to the contractor in writing in connection with the construction of the project.

The principal services to be rendered by the supervision consultant, but not limited to, are the following.

- a) Provide day to day supervision management on behalf of the client.
- b) Inspect the works in all shifts during the construction period ensuring execution of work items following drawings and specifications.
- c) Programme of works – to provide guidance for preparation and revision of programme.
- d) Work Progress Report – to keep the Engineer and the Employer updated with weekly and monthly Progress Reports depicting targets and achievement in approved formats.
- e) Communication with the contractor – to draw attention of the contractor on any matter 'Site Order Book' may be introduced.
- f) Daily site Diary and Progress Report – record of workmen and site staff, plant & equipment, materials, works done and any other relevant record.
- g) Supervise works of Inspectors and Surveyors and approve setting out, alignment, levels, work dimensions etc.
- h) Approve mix designs of bituminous mix, concrete mix, design for kentledge / supporting platform for pile load testing, design for staging structure and other work specifications.
- i) Update cost estimate at the end of every quarter of a year verifying quantities of works executed and further works necessary as per site condition and preparation of revised estimate at the end of works.
- j) To assist Engineer in finalizing supplementary items and variation in works.
- k) Approval of working/shop drawings to be prepared by the contractor (i.e. drawings prepared by the contractor elaborating construction details which are not available in the contract drawings) without prejudice to the contractor's responsibility for correctness and accuracy of all details.
- l) Shall remain responsible to carry out measurements of works to be paid and record the same in the printed measurement sheets to be signed jointly by the contractor's representatives and representatives of the

consultant as delegated representatives of the Engineer.

m) The Supervision Consultant shall arrange to measure and record measurements of all permanent works executed by the contractor in the printed measurement sheets jointly signed by the representatives of the supervision consultant and the contractor on receipt of request for inspection from the contractor. Resident Engineer of the Supervision Consultant shall check measurements of works valued at least 20% of work bill amount clubbing various items of important works and shall scrutinize monthly payment statements submitted by the contractor to ensure that it reflects the amounts due to the contractor in accordance with the contract and shall forward the same to the Engineer after recommendation for the purpose of payment.

n) Quality control and quality testing – To supervise testing of works and materials to be carried out by the contractor witnessed by Inspector/Laboratory Technician in the field and in the Laboratory.

o) Any other services as will be delegated by the Engineer as and when needed relating to execution of the project.

Period of Services

Stipulated construction period is 18 months. As such the period of service for supervision consultancy will also be 18(Eighteen) months from the date of issue of the Letter of Acceptance plus additional 2 (Two) months with skeleton manning to prepare final statement of work bills, revised cost estimate, completion reports & other necessary jobs related to the project. If, however, the project construction works need more time for its completion, the period of service for supervision consultancy shall be settled at mutually agreed terms.

APPENDIX

Appendix A

Covering Letter

(On the Letterhead of the Bidder or lead Member in case Bidder is Joint Venture/LLP)

Date:

To:

**Ref: Project Management Services i.e. technical supervision of Infrastructural works
(Name of the project).**

Dear Sir,

Being duly authorized to represent and act on behalf of (Hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of.....(Name of Bidder) for the aforesaid Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from _____ (insert Proposal Due Date).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorized Signatory of the

Bidder(NAME,TITLEAND ADDRESS OF THE AUTHORIZED SIGNATORY)

Appendix B

Details of Bidder

(On the Letter Head of the Bidder, to be filled separately for both the members of Joint
Venture/LLP in case Bidder is Joint Venture/LLP)

1. Details of Organization:

- (a) Name of the Organization
- (b) Address
- (c) Year of Establishment
- (d) Status of the firm (Whether Company/Firm/Proprietary)
- (e) Name of Directors/ Partners/Proprietor.
- (f) Whether registered with the Registrar of Companies/Registrar of Firms. If so, mention number and date.
- (g) Mention PAN No. of I.T and furnish copies of I.T return for last 3 years.
- (h) Furnish copies of audited Balance Sheet and Profit & Loss Account (Audited) for the last three years
- (i) If you are empanelled with other Govt. /Semi Govt. / Statutory Agency, if so, furnish details.
- (j) Specify turnover in last 3 years. In Rs. (Lakhs)
- (k) Other relevant information

(A separate sheet may be attached if needed)

Appendix C
POWER OF ATTORNEY
(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for “**Project Management Consultancy i.e. technical supervision of infrastructural works for(name of the project)**” including signing and submission of all documents and providing information/responses to WBTPD in all matters in connection with our Proposal for the said Work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the Day of 2015

For.....

(Name and designation of the person(s)

Signing on behalf of the Bidder)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

1. To be executed only if the Bidder is a Company or Partnership firm
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the Power of Attorney.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Appendix E

Format for Team members to be deputed

Using the format below, provide information on each team member to be deputed for the service.

Firms Name:

| SL No. | Name,Contact Nos. & Email address | Qualification and Name of the Institution | Relevant Experience | Position in the Organization | Task Assigned |
|---------------|--|--|----------------------------|-------------------------------------|----------------------|
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Note: A separate sheet may be attached if needed

Appendix F

Draft PMC Agreement

THIS AGREEMENT (“PMC Agreement”) is made on the ____ day of, 2015 at Kolkata.

BETWEEN

West Bengal Trade Promotion Organization, (Govt. of West Bengal undertaking), (hereinafter referred to as “**WBTPO**”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors in office and assigns) of One Part.

AND

..... LIMITED [the Firm (in case of Sole Bidder) or Lead Member of Joint Venture/LLP (in case of Joint Venture/LLP)], a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**CONSULTANT**”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors in office) of the Other Part.

WHEREAS:

- A. **WBTPO** has invited E-Tender reference no.:_____ for Project Management Consultancy (PMC) Services i.e. Technical Supervision of Infrastructural Works at - _____ Site, _____, West Bengal and has caused drawings and specifications describing the work to be prepared by the Consultant.
- B. AND WHEREAS the Consultant in Pursuant to that advertisement has participated in the BID process and thus become a successful bidder accordingly and has agreed to execute upon and subject to the conditions set forth in Scope of Services in Schedule I of RFP Document vide no dated (hereinafter referred to as “the Services”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement for amounting to the sum of Rs..... (Rupees.....only) as therein arrived at or such other sum as shall become payable there under (Hereinafter referred to as “the said Consultancy amount”).
- C. In response thereto proposals were received from several persons including the Consultant. After evaluating them, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No..... dated..... was issued.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said consultant amount to be paid at the times and in the manner set forth in the said conditions, the Consultant shall upon and subject to the said conditions execute and complete the work show upon the said drawings and described in the said specifications and the schedule of items and quantities. And whereas the said drawings numbered as mentioned in the RFP document
2. **WBTPO** shall pay the Consultant the said amount, or such other sum as shall become payable, at the times and in the manner specified in the said RFP document.
3. The said conditions and Appendices mentioned in RFP document thereto shall be read and considered as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreement on their part respectively in the said conditions contained.
4. **WBTPO** reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this

agreement. However any opinion given by the consultant in this regard must be discussed mutually and the decision made by **WBTPO** will be final and binding.

5. The communication made by **WBTPO** to the Consultant in right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions and will be considered as a part of this agreement from time to time.
6. The Consultant shall exercise the best of his professional capacity and care, expertise and experience in the performance of this agreement and shall be liable for compensation to **WBTPO** for any damage or loss arising from want of such care and capacity or expertise and experience or neglect of professional duty.
7. If any deviation or deficiency in the work done by the contractor is noticed during inspection and visits the Consultant shall ensure that all such defects or faults or lacunae are rectified to the full extent and work is made good as per the tendered specifications and quality. Consultant shall comply and report the action being taken by him in this regard. Consultant shall ensure that no payment of such work is made to the contractor till entire rectification to the fullest extent.
8. Following documents mentioned herein shall form a part of this agreement:
 - a) RFP Document vide no _____ Dated _____
 - b) Letter of Acceptance (LoA) vide ref. no _____ date _____
9. The Consultant shall indemnify and keep indemnified **WBTPO** against any damage or loss to be suffered by **WBTPO** in consequence of such neglect or incompetence of the Consultant in the performances of his duties or functions under this agreement.
10. Time shall be considered as the essence of this contract and the Consultant hereby agrees to commence the work on the day of handing over of the site or within fourteenth days from the date of issue of formal work order whichever is later as provided for in the said conditions and to complete the entire work within _____ calendar months subject nevertheless to the provisions for extension of time.
11. Any dispute arising under this Agreement will be referred by **WBTPO** to **MD, WBTPO** and the decision made by **MD, WBTPO** will be treated as final and binding upon both the parties accordingly,
12. Any dispute arising out of this agreement will be subject to Kolkata jurisdiction only.
13. Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing
14. That the several parts of this agreement and the documents mentioned above have been read by the Consultant and fully understood by the Consultant.

In witness whereof **WBTPO** and the Consultant have set their respective hands to those presents through their duly authorized official and the said two duplicates hereof to be executed on its behalf or the day and year first herein above written.

Signed on behalf of **WBTPO**
by its duly authorized official

In the presence of:

1. Signature _____

Name with address _____

2. Signature _____

Name with address _____

Signed on behalf of the Consultant

In the presence of:

1. Signature _____

1. Name with address _____

2. Signature _____

Name with address _____

Appendix G

Brief Introduction of Project Site

