

**CONSULTANCY SERVICES FOR SUPERVISION
AND OTHER ALLIED WORKS FOR IMPROVEMENT OF
TRAM TRACK (i) FROM JUNCTION OF AJC BOSE ROAD
& ELLIOT ROAD TO JUNCTION OF RIPON STREET
& RAFI AHMED KIDWAI ROAD : SCHEME – 1
AND (ii) FROM JUNCTION OF RIPON STREET & RAFI
AHMED KIDWAI ROAD TO JUNCTION OF LENIN SARANI
& RAFI AHMED KIDWAI ROAD : SCHEME – 2**

RFP DOCUMENTS

NIRFP No. HRBC/PL & DN/19 of 2013 – 2014, Dated: 18.02.2014

HOOGLY RIVER BRIDGE COMMISSIONERS

(A Statutory Organisation under Government of West Bengal)

TRANSPORT DEPARTMENT

MUNSHI PREMCHAND SARANI

(ST. GEORGE'S GATE ROAD)

KOLKATA – 700021

FEBRUARY 2014

RFP DOCUMENTS

FOR

Consultancy Services for Supervision and other allied works for Improvement of Tram Track (i) from Junction of AJC Bose Road & Elliot Road to Junction of Ripon Street & Rafi Ahmed Kidwai Road : Scheme – 1 and (ii) From Junction of Ripon Street & Rafi Ahmed Kidwai Road to Junction of Lenin Sarani & Rafi Ahmed Kidwai Road : Scheme – 2

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SECTION 1

NOTICE INVITING RFP

HOOGHLY RIVER BRIDGE COMMISSIONERS

HRBC BHAWAN, ST. GEORGES' GATE ROAD

KOLKATA-700 021

NOTICE INVITING REQUEST FOR PROPOSAL (NIRFP)

NIRFP No. HRBC/PL & DN/19 of 2013 – 2014, Dated: 18.02.2014

1. Hooghly River Bridge Commissioners (HRBC) invites sealed proposals on single stage two packet system from experienced and reputed Consulting firms to provide Consultancy Services for Supervision works for following project:
 2. Name of work: Consultancy Services for Supervision and other allied works for Improvement of Tram Track (i) from Junction of AJC Bose Road & Elliot Road to Junction of Ripon Street & Rafi Ahmed Kidwai Road : Scheme – 1 and (ii) From Junction of Ripon Street & Rafi Ahmed Kidwai Road to Junction of Lenin Sarani & Rafi Ahmed Kidwai Road : Scheme – 2
 3. Features of the project: The work broadly comprises of removing old tram tracks and pavement, laying pavement quality concrete, precast paving block, bituminous pavement etc. on prepared base / sub base, relaying new tram rails and other allied works. The work also involves protection and realignment of existing underground and over ground utilities in consultation with and approval of utility owners and construction of the entire work using modern machineries with minimum disruption of usual movement of Traffic.
 4. Bid Security: Rs. 30,000/-
 5. Cost of RFP document: Rs.5,000/-
- } *To be paid in the form of Bank Draft issued by any Nationalized or Scheduled Bank of India, drawn in favour of "Hooghly River Bridge Commissioners" payable at Kolkata.*
6. Period of Contract: 9 (nine) months.
- Note:** *The bidders who have submitted Bid Securities along with Bid document in previous NIRFP No. HRBC/PL & DN/13 of 2013 – 2014, Dated: 03.02.2014 are not required to submit Bid Securities in this NIRFP. The former submitted Bid Securities will be considered as Bid Security for this NIRFP.*
7. RFP documents: Request for Proposal document consisting of detail scope of work, project details, eligibility criteria etc. can be downloaded from the website of HRBC i.e. ***www.hrbc.in*** from **19.02.2014**. The bidder shall have to pay the bid security and the cost of RFP document as shown in para 4 & 5 along with the offer at the time of submission of RFP document.
 8. Receipt of proposal: All sealed proposals should be dropped in the Tender Box kept in the chamber of Director (Pl. & Dn.), HRBC not later than **14.00 hrs. on 22.02.2014** and bid will be opened on the same day at **14.30 hrs.** in presence of Consultants representatives who choose to attend.

9. RFP document containing eligibility and qualification criteria in **Packet 1** will be opened first and evaluated. The Consulting firms will be selected based on fulfilling the prescribed qualification & eligibility criteria. Schedule of opening of Financial proposal in **Packet 2** will be intimated to the qualified Consulting firms subsequently through email and/or fax.
10. For any queries and clarification, interested Consultants may visit the site and may contact the Director (Pl. & Dn.) at the address mentioned at para 11 below.
11. Address for Communication:

Director (Planning & Design) Hooghly River Bridge Commissioners HRBC BHAWAN – 3rd Floor St. Georges Gate Road, Kolkata – 700 021 Ph. No.- 2253-4133, Fax No.- 033-2248-5833 Email: direc.pldn@gmail.com

12. Interested Consulting firms may consult the HRBC website mentioned above regularly to see Corrigenda/Addenda which may be issued by HRBC from time to time prior to submission of the proposal as given in para 8.
13. HRBC reserves the right to accept/reject any or all proposals without assigning any reason thereof.

Director (Pl & Dn)
Hooghly River Bridge Commissioners

Consultancy Services for Supervision and other allied works for Improvement of Tram Track (i) from Junction of AJC Bose Road & Elliot Road to Junction of Ripon Street & Rafi Ahmed Kidwai Road : Scheme – 1 and (ii) From Junction of Ripon Street & Rafi Ahmed Kidwai Road to Junction of Lenin Sarani & Rafi Ahmed Kidwai Road : Scheme – 2

SECTION 2

INFORMATION TO CONSULTANCY FIRM

SECTION 2: INFORMATION TO CONSULTANCY FIRM

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SECTION 2: INFORMATION TO CONSULTANCY FIRM

A. GENERAL

1 Scope of Bid

1.1 Project Background

Hooghly River Bridge Commissioners (HRBC) under Transport Department, Govt. of West Bengal proposes to undertake the construction of the Proposed work of Improvement of Tram Track (i) from Junction of AJC Bose Road & Elliot Road to Junction of Ripon Street & Rafi Ahmed Kidwai Road : Scheme – 1 and (ii) From Junction of Ripon Street & Rafi Ahmed Kidwai Road to Junction of Lenin Sarani & Rafi Ahmed Kidwai Road : Scheme – 2.

HRBC invites request for proposal to appoint a reputed Supervision Consultancy firm for providing services like checking and approving the construction materials, specifications, quality etc., carrying out and recording measurement of works and other allied works for proposed work mentioned above.

The proposed The work broadly comprises of removing old tram tracks and pavement, laying pavement quality concrete, precast paving block, bituminous pavement etc. on prepared base / sub base, relaying new tram rails and other allied works. The work also involves protection and realignment of existing underground and over ground utilities in consultation with and approval of utility owners and construction of the entire work using modern machineries with minimum disruption of usual movement of Traffic.

1.2 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.

1.2.1 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 HRBC 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, 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.

1.2.2 **Period of Services**

Stipulated construction period of the proposed work of Improvement of Tram Track is 9 months. As such the period of service for supervision consultancy will also be 9 (Nine) 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 etc. If, however, the project construction works need more time for its completion, the period of service for supervision consultancy shall be extended maximum upto 3 (Three) more months. In that case total period of service may be maximum upto 1 (One) year plus additional 2 (Two) months with skeleton manning.

2. Eligible Bidder

- 2.1 The proposals for this contract will be considered only from those bidders who meet requisite eligibility criteria subject to complying with the provisions in Clause 2.2 and Clause 3.
- 2.2 Bidder must not have been blacklisted or deregistered by any central/state government department or public sector undertaking. Also no work of the bidder must have been rescinded by client after award of contract during last 5 years. The bidder should submit undertaking to this effect in proforma as given in Section 6D.

3. Qualification of the Bidder

- Eligibility and Qualification Criteria

3.1 **Consultancy Experience:**

The consultant should have the experience in supervision and quality control of similar type of works comprising of laying of rails/tram track, Pavement Quality Concrete (PQC) and other related works during the last 10 years prior to the date of application.

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

The consultant shall submit a written power of attorney authorizing the signatory of the bid to commit the bidder.

3.2 **Financial Capacity:**

- a) The bidder should have minimum average annual turnover during last 3 (three) years ending on 31st March, 2013 in the work of consultancy services only to the tune of Rs. 40 lac.
- b) The firm should be profit making and shall submit audited balance sheet, profit & loss account and statement of turnover for last 3 (three) years ending on 31st March, 2013

All documents in support of financial criteria are to be submitted duly certified by Chartered Accountant.

- 3.3 Tender Inviting Authority reserves the right to consider acceptance of qualifying criteria having minor deficiency from the prescribed limits if the situations so demands.

4. **Participation in Bids**

- 4.1 Bidder shall submit only one bid. A bidder who submits or participates in more than one bid shall be disqualified.

5. **Cost of Bidding**

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

B. RFP Documents

6. **Content of RFP Documents**

- 6.1 The RFP documents are those stated below, and should be read in conjunction with any Addenda, if any, issued in accordance with Clause 8.

1. Notice Inviting RFP
2. Information To Consultancy Firm
3. Personnel's Job Descriptions and Qualifications of the Supervising Team
4. General Conditions of Contract
5. Financial offer containing Billing Schedule and Provisional unit rates
6. Forms of Bid and Bid Security
7. Form of Agreement
8. Form of Bank Guarantee for Performance Security
9. Undertaking for Not Blacklisted
10. Drawings

- 6.2 The bidder is expected to examine carefully the contents of the RFP documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 26, bids which as per opinion of the employer are not substantially responsive to the requirements of the bid RFP documents will be rejected.

7. Clarification of RFP Documents

- 7.1 A prospective bidder requiring any clarification of the RFP documents may contact the office of HRBC and get their issues clarified.

8. Amendment of RFP Documents

- 8.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the RFP documents by issuing addenda.
- 8.2 Any addendum thus issued shall be part of the RFP documents pursuant to Sub-Clause 8.1, and shall be communicated in writing or by cable or through website to all purchasers of the RFP documents. Prospective bidders shall acknowledge receipt of each addendum by writing or through e-mail by cable to the Employer.

9. Personnel's Job Descriptions & Qualifications of the Supervising Team:

Job descriptions and Qualification needed for each category of staff are specified in Section 3. The consulting Firm shall quote the price of services ensuring that they will provide the kind of staff whose qualification and experience conforms to as given in Section 3.

10. Quoting price of supervision consultancy services

- 10.1 Prior to quoting of price the bidder is to understand quantum of supervision works involved, location of the site, site condition and other allied factors. The bidder then will make their own assessment of manpower requirement and propose their deployment in consideration of the “scope of services for supervision consultancy” enumerated in Cl 1.2. The supervision team to be deployed to render the assigned services shall be composed of the following categories of members at the minimum.

- | | | |
|--------------------------------------|-------------|--------------------------------------------------------------|
| 1) Project Engineer | – full time | = 1 no. |
| 2) Field Engineers (Civil) | – full time | = 4 nos. (one for each shift for each work contract package) |
| 3) Surveyor (with survey instrument) | – full time | = 1 no. covering both work contract packages |

Note: Survey Assistants, Temporary office accommodation etc. will be provided by the Employer.

Transportation of the personnel of supervision consultant will be the responsibility of the consultant for which the cost shall be considered in their lumpsum offer per month.

The bidder is to quote price in the Billing Schedule at per month basis in the following manner. Price per month shall be entered both in figures and in words.

Sl. No.	Type of team	Period in month	Price per month	Amount (in Rupees)
1	With deployment of minimum members of supervision team as stated above.	9		
2	With deployment of skeleton members at the end of work. (Cl – 1.2.2 of Information to Consultancy firm).	2		

Apart from quoting price in the Billing schedule bidder shall furnish therein separately the provisional monthly price for each category of members of the supervision team, both for full time and part time services to deduct payment if a supervising member as given in the list of minimum manning schedule remains absent at any point of time.

Office supplies, drafting supplies, computers etc. will be provided by the bidder at their cost which will be deemed to be included in their price offered. Only temporary office at site will be provided to the selected consulting firm by HRBC including furniture, electricity, air conditioning, sweeping and cleaning etc.

10.2 Deleted

C. Preparation of Bids

11. Language of Bid

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

12. Documents comprising the Bids

Deleted

13. Bid Prices

13.1 Unless slated otherwise in the RFP documents, the Contract shall be for the whole Works as described in Sub-Clause 1.2, based on the lump sum consultancy fees submitted by the bidder. The accepted bid shall be the finally arrived contract price.

13.2 All duties, taxes and other levies as well as service tax payable by the Consultant under the Contract, or for any other cause, shall be included in the lump sum consultancy fees to be quoted by the bidder, and the evaluation and comparison of bids by the Employer shall be made accordingly. HRBC will not make any payments towards taxes, levies, service tax etc. or any other kind of taxes.

13.3 Deleted.

14. Currencies of Bid and Payment

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

15. Bid Validity

- 15.1 Bids shall remain valid for a period of 120 (one hundred and twenty) days after the date of Bid opening specified in Clause 23.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting the bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of extension.

16. Bid Security

- 16.1 The bidder shall furnish, as part of his bid, a bid security in the amount of Rs. 30,000.00 (Rupees thirty thousand only).

Note: The bidders who have submitted Bid Securities along with Bid document in previous NIRFP No. HRBC/PL & DN/13 of 2013 – 2014, Dated: 03.02.2014 are not required to submit Bid Securities in this NIRFP. The former submitted Bid Securities will be considered as Bid Security for this NIRFP.

- 16.2 The bid security shall be furnished in the form of Demand Draft drawn on Nationalized Bank or Scheduled Bank in India to be acceptable to HRBC drawn in favour of 'Hooghly River Bridge Commissioners', payable at Kolkata.
- 16.3 Any bid not accompanied by an acceptable bid security shall be rejected outright by the Employer as non-responsive.
- 16.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, after issuance of LOA.
- 16.5 The Bid security of the successful Bidder will be returned when the bidder has furnished performance security and signed the agreement.
- 16.6 The bid security may be forfeited
- (a) if the bidder withdraws his bid during the period of bid validity;
 - (b) if the bidder does not accept the correction of his bid price, pursuant to Sub-Clause 27.2 or
 - (c) in the case of a successful bidder fails within the specified time limit to
 - (i) sign the Agreement
 - (ii) furnish the required performance security

17. Pre-bid Meeting

There will be no pre-bid meeting.

18. Format and Signing of Bid

- 18.1 The bidder shall prepare only one copy of the RFP documents comprising the bid as described in Clause 6 of Instructions to Bidders.
- 18.2 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-clauses 3.1(a). All pages of the bid shall be initialed by the person or persons signing the bid.
- 18.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

D. Submission of Bids

19. Sealing and Marking of Bids

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

The Packet 1 envelope should contain:

1. Particulars relating to Qualification of Bidder – Eligibility and Qualification Criteria as per Clause 3 of Information to Consultancy Firms.
2. Self attested copies of PAN CARD and Service Tax Registration Certificate.
3. Bid security of Rs. 30,000/- in the form of Demand Draft.
Note: The bidders who have submitted Bid Securities along with Bid document in previous NIRFP No. HRBC/PL & DN/13 of 2013 – 2014, Dated: 03.02.2014 are not required to submit Bid Securities in this NIRFP. The former submitted Bid Securities will be considered as Bid Security for this NIRFP.
4. A written of Power of Attorney authorizing the signatory of the bid.
5. Undertaking for not blacklisted as per Section 6D

The Packet 2 envelope shall include:

Entire original RFP document containing the Financial offer.

Both the Packet 1 and Packet 2 envelopes shall be finally sealed in a outer single envelope and shall be dropped in the Tender Box which is kept in the chamber of Director (Pl. & Dn.), HRBC.

- 19.2 The sealed envelope shall
 - (a) be addressed to:
Director (Pl. & Dn.)
Hooghly River Bridge Commissioners
HRBC Bhawan, Munshi Prem Chand Sarani
(St. George's Gate Road), Kolkata 700 021

- (b) bear the following identification:
 - i) Name of the Work
 - ii) Name & Address of the bidder

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

20. Deadline for Submission of Bids

- 20.1 Bids must be received by the Director (Pl. & Dn.) at the address specified above not later than **14.00 hrs. on 22.02.2014**
- 20.2 The Employer may, at his discretion, extend the deadline for submission of bids, by issuing an addendum in accordance with Clause 8, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

21. Late Bids

- 21.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 20 will be rejected and returned unopened to the bidder by Registered Post with A/D, which shall be treated as the fulfillment of obligation by the employee.

22. Modification and Withdrawal of Bids

- 22.1 The bidder may modify or withdraw his bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids and is approved and consented by the Employer.
- 22.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by the bidder after the deadline for submission of bids.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in the forfeiture of the bid security pursuant to Clause 16.

E. Bid Opening and Evaluation

23. Bid Opening

23.1 The Employer or his authorized representative will open the envelope containing the proposal, including withdrawals and modifications made pursuant to Clause 22, in the presence of bidder's representatives who choose to attend, **at 14.30 hrs. on 22.02.2014** at the chamber of Director (Pl & Dn), Hooghly River Bridge Commissioners, Munshi Prem Chand Sarani (St. George's Gate Road), Kolkata 700 021, India.

RFP document containing eligibility and qualification criteria in **Packet 1 (Technical Bid)** will be opened first and evaluated. The Consulting firms will be selected based on fulfilling the prescribed qualification & eligibility criteria.

Schedule of opening of Financial proposal in **Packet 2** will be intimated to the qualified Consulting firms subsequently through email and/or fax.

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

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

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

24. Process to be Confidential

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

25. Clarification of Bids / Break down of rates

25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 27.

26. Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (i) meets the eligibility criteria (ii) has been properly signed; (iii) is accompanied by the required securities; (iv) is substantially responsive to the requirements of the RFP documents; and (v) provides any clarification and/or substantiation that the Employer may require pursuant to Sub-Clause 25.1.
- 26.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the RFP documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the RFP documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 26.4 The criteria of non-responsiveness are as stated below but are not limited to them:
- i) Failure to comply with the Scope of Construction Supervision given in Clause 1.2
 - ii) Failure to comply with the requirements of bid submission
 - iii) Failure to submit Bid Security as per Clause 16
 - iv) Failure of Bid to conform to all the terms, conditions of RFP documents
 - v) A bid which materially deviates from the requirements of the RFP documents or is a conditional offer.
 - vi) Any other reason which in the opinion of the Employer/Engineer renders the bid non-responsive.
- The Employer's/Engineer's decision as to the non-responsiveness of any bid shall be final.

27. Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any errors. Errors will be rectified on the following basis. If there is a discrepancy between the rate in figures and words, the rate and amount in words shall prevail.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder, If the bidder does not accept the corrected amount of his bid, his bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 16.6(b).

28. Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.
- 28.2 In evaluating the bids, the Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause 27;
 - (b) making an appropriate adjustment for any other acceptable variations, and deviations;
- 28.3 After examining responsiveness of bids and carrying out corrections of errors, if there be any, **comparison of price of service will be made.** The lowest price of service quoted will be accepted.

F. Award of Contract

29. Award

- 29.1 Subject to Clause 28, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined to be eligible and qualified in accordance with the provisions of Clause 3.

30. Employer's Right to Accept any Bid and to Reject any or all Bids

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

31. Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by e-mail confirmed by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution of the Works by the Consultant as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the furnishing by the successful bidder of a performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

32. Signing of Agreement

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

33. Performance Security/Guarantee

Within seven days of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security of an amount of 2.5% of the accepted total consultancy cost in the form of acceptable Bank Guarantee. The form of performance security provided in Section 6C of the RFP documents may be used or some other form acceptable to the Employer. Validity of Bank Guarantee shall cover entire duration of consultancy period including extended period, if any. The Bank Guarantee shall be released after satisfactory completion of assignment.

34. Annulment of the Award

Failure of the successful bidder to comply with the requirements of Clauses 32 & Clause 33 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

Consultancy Services for Supervision and other allied works for Improvement of Tram Track (i) from Junction of AJC Bose Road & Elliot Road to Junction of Ripon Street & Rafi Ahmed Kidwai Road : Scheme – 1 and (ii) From Junction of Ripon Street & Rafi Ahmed Kidwai Road to Junction of Lenin Sarani & Rafi Ahmed Kidwai Road : Scheme – 2

SECTION 3

**PERSONNEL’S JOB DESCRIPTIONS & QUALIFICATIONS
OF THE SUPERVISING TEAM**

Personnel's Job Descriptions & Qualifications of the Supervising Team

(Ref : Clause 9 – Information to Consultancy Firm)

(1) Project Engineer :-

Job Description

The Project Engineer will remain responsible for supervision and administration 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. He will render services as stipulated under Sub-Clause 1.2 of Information to Consultancy Firm.

Qualification

He will be at least civil engineering graduate having more than 8 years of professional experience in managing flyovers/roads/buildings contracts conversant with billing, supervision, quality control, construction management encompassing civil, sanitary & plumbing, mechanical and electrical, fire fighting, drainage, roads and other allied works of tower building of similar magnitude.

(2) Field Engineer (Civil) :-

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 all the Senior Engineers of the Project and will be under control of the Project Engineer.

Qualification

He shall at least be a diploma engineer in the field of civil engineering as the case may be. He should be conversant with field survey works as well as flyover/roads/buildings construction works taking out field measurements, quality supervision and other allied works.

Civil engineering diploma holder will have at least 5 years of professional experience being conversant with survey equipments; checking layout of various structures, supervision and quality checking of civil works, measurement of works executed in respect of similar works.

(3) Surveyor :-

Job Description

Surveyor will be responsible for checking and verification of layout plan and dimensions as well as supervision of setting out works. He shall execute the work with his own survey instrument and shall assist all the Sr. Engineers of the Project and will be under the control of Project Engineer.

Qualification

He shall have requisite qualification in the field of surveying as approved by the Govt. of West Bengal or equivalent. He will have adequate professional experience in surveying works being conversant with survey instruments.

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SECTION 4 GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable law.

2. Taxes and Duties

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

3. Effectiveness of contract

This contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice of award of contract to the Consultants.

4. Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties.

5. Liability to the Consultants

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

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

6. Indemnification of the Client by the Consultants

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

7. Indemnification of the Consultants by the Client

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

8. Payment to the consultant

Payment will be made monthly on submission of Invoice/Bills in duplicate to the engineers. Price of services as quoted by the consultant in the “Staff month Input and Schedule of Payment” which has been finally accepted by the employer shall be the basis of payment.

9. Sub – Consultant

Consultant may associate sub-consultant with approval of the Employer to enhance their capacities. Responsibility for supervision work will rest with the main consultant.

10. Reporting Requirement

The supervision Consultant shall maintain Daily site Diary recording workmen engaged, plants and machineries deployed, quantities of works executed etc.

The Supervision Consultant will prepare and submit the following reports and estimate in hard and soft copies to the Engineer/Employer on format prepared by the consultant and approved by the Employer as follows:

SL. No.	Particulars	No of hard Copies	No of Soft Copies
1.	Weekly Progress Report	3	NIL
2.	Monthly Progress Report	5	2
3.	Quarterly Progress Report	5	2
4.	Final Completion Report	5	2
5.	Revised estimate at the end of work	5	2

11. Expiration of Contract

Unless terminated earlier pursuant to Clause 14 of GCC hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period.

12. Force Majeure

12.1. Definition

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

12.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions due care” and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

12.3. Measures to be Taken

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

12.4. Extension of time

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

12.5. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

12.6. Consultation

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

13. Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

14. Termination

14.1. By the Client

The Client may, by not less than fifteen (15) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than thirty (30) days, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 14.1 terminate this Contract.

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 13 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.

- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 16 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (Prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

14.2. By the Consultants

The Consultant may, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GCC 14.2 , terminate this contract.

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 16 hereof within forty five (45) days after receiving written notice from the Consultants that such payment is overdue;

- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 16 hereof.

14.3. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clause GCC 14.1 or GCC 14.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

14.4. Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 14.1 or GCC 14.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of the Clause GCC 14.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

15. Fairness and Good Faith

15.1. Good Faith

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

15.2. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 16 hereof.

16. Settlement of Disputes

16.1. Amicable Settlement

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

16.2. Dispute Settlement

There is no provision of arbitration.

- 17.** The Employer, the Engineer (Chief Project Manager, HRBC) or the Engineer's representatives (Engineer officers of HRBC) may inspect and review the progress of works and may issue appropriate directions to the supervision consultant / members of the supervision team for taking necessary action. HRBC representatives may also test check the quality and quantity of the materials brought to the site for use in the permanent works and may also test check the quantity, quality and workmanship of the work executed as and when required.

Consultancy Services for Supervision and other allied works for Improvement of Tram Track (i) from Junction of AJC Bose Road & Elliot Road to Junction of Ripon Street & Rafi Ahmed Kidwai Road : Scheme – 1 and (ii) From Junction of Ripon Street & Rafi Ahmed Kidwai Road to Junction of Lenin Sarani & Rafi Ahmed Kidwai Road : Scheme – 2

**SECTION 5
FINANCIAL OFFER
CONTAINING BILLING SCHEDULE
AND PROVISIONAL UNIT RATES**

Section 5: Billing Schedule and Provisional unit rates

Project: Improvement of Tram Track (i) from Junction of AJC Bose Road & Elliot Road to Junction of Ripon Street & Rafi Ahmed Kidwai Road : Scheme – 1 and (ii) From Junction of Ripon Street & Rafi Ahmed Kidwai Road to Junction of Lenin Sarani & Rafi Ahmed Kidwai Road : Scheme – 2.

For Supervision Consultancy Services

Sl. No.	Type of team	Period in month	Price per month	Amount (Rupees)
1	With deployment of minimum members of supervision team as mentioned in CI - 9 of Information to Consultancy firm.	9		
2	With deployment of skeleton members at the end of work. (CI – 3 of Information to Consultancy firm)	2		

Total:

Signature of the Tenderer

**Provisional monthly price for each category of
supervision member for the purpose of addition or deduction of payment
(Ref Cl. 9 of Information to Consultancy Firm)**

Sl. No.	Category of member	Full time/ Part time	Price per month (Rupees)
1.	Project Engineer	Full time	
2.	Field Engineers (Civil)	Full time	
3.	Surveyor	Full time	

Signature of the Tenderer

SECTION 6
SECTION 6A FORM OF BID
SECTION 6B FORM OF AGREEMENT
SECTION 6C FORM OF BANK GUARANTEE
FOR PERFORMANCE SECURITY
SECTION 6D UNDERTAKING FOR NOT BLACKLISTED

SECTION 6A
FORM OF BID

Name of Contract: Consultancy Services for Supervision and other allied works for Improvement of Tram Track (i) from Junction of AJC Bose Road & Elliot Road to Junction of Ripon Street & Rafi Ahmed Kidwai Road : Scheme – 1 and (ii) From Junction of Ripon Street & Rafi Ahmed Kidwai Road to Junction of Lenin Sarani & Rafi Ahmed Kidwai Road : Scheme-2

To
The Vice Chairman,
Hooghly River Bridge Commissioners,
Munshi Prem Chand Sarani,
St George's Gate Road,
Kolkata – 700 021
West Bengal, India

Gentlemen,

1. In accordance with the Conditions of Contract and Specifications furnished by HRBC and drawings as furnished by HRBC, and Addenda for execution of the above named works, we the undersigned offer to conduct the Consultancy Services for Supervision and other allied works for the amount of (insert amount first in figures and then in words)
..... quoted by us in the Financial Offer as prescribed by HRBC in accordance with the said Conditions and other bid documents.
2. We undertake, if our Bid is accepted, to commence the Works as soon as possible after the receipt of the notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Bid.
3. We agree to abide by this Bid until, 2014 and it shall remain binding upon us and may be accepted at any time before the expiration of that date.
4. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
5. Deleted.

Contd...

6. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of, 2014

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

Address:
.....

Witness:

Address:
.....

Occupation:

SECTION 6B

FORM OF AGREEMENT

This CONTRACT (hereinafter called the “Contract”) is made the _____ day of the month of _____, 2014 between, on the one hand, The Vice Chairman, Hooghly River Bridge Commissioners, St George’s Gate Road, Kolkata-700 021 (hereinafter called the “Client”) and, on the other hand, _____ (hereinafter called the “Consultants”)

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The Agreement
 - b) Letter of Acceptance
 - c) Addenda to the Tender Document, if any
 - d) Form of Bid duly filled up
 - e) Information to consultancy firm
 - f) Personnel’s Job Descriptions and Qualifications of the Supervising Team
 - g) The General Conditions of Contract
 - h) Financial Offer with Payment Schedule
 - i) Undertaking for not Blacklisted
 - j) Drawings
 - k) Notice Inviting Request For Proposal
 - l) Other Documents as agreed upon
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
 - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract, and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

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

By _____
Authorized Representative

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

By _____
Authorized Representative

SECTION 6C

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

WHEREAS (Name of Bidder) (hereinafter called “the Consultant”) has submitted his bid dated (Date) for “ *Consultancy Services for Supervision and other allied works for Improvement of Tram Track (i) from Junction of AJC Bose Road & Elliot Road to Junction of Ripon Street & Rafi Ahmed Kidwai Road : Scheme – 1 and (ii) From Junction of Ripon Street & Rafi Ahmed Kidwai Road to Junction of Lenin Sarani & Rafi Ahmed Kidwai Road : Scheme – 2* (herein called “the Bid”) by “Hooghly River Bridge Commissioners”, HRBC Bhawan, St. Georges Gate Road, (Munshi Prem Chand Sarani), Kolkata – 700 021 (hereinafter called the employer which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns).

KNOW ALL MEN by these presents that, We, (Name of Bank) having its registered office at (hereinafter called “the Bank”) are bound unto (Name of Employer) (hereinafter called “the Employer”) in the sum of Rs. (Amount of Guarantee) for which the payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 2014.

THE CONDITIONS of this obligation are:

1. If the bidder having been notified of the acceptance of his Bid by the Employer during his period of validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Information to Consultancy Firm.
 - (b) fails or refuses to furnish the performance security in accordance with the Information to Consultancy Firm,

Or

2. If the bidder fails or refuses to execute the assignment as specified in the contract.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurrence condition or conditions.

This Guarantee will remain in force upto or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

NOTWITHSTANDING anything contained hereinabove,

- (i) Our liability under this Bank Guarantee shall not exceed Rs. (Rupees only)
- (ii) This Bank Guarantee shall be valid upto and
- (iii) We are liable to pay the Bank Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

DATE.....
.....
(SIGNATURE OF THE BANK)

WITNESS
.....
(BANK SEAL)

.....
(Signature, Name and Address)

SECTION 6D

UNDERTAKING FOR NOT BLACKLISTED

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

.....
STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

Consultancy Services for Supervision and other allied works for Improvement of Tram Track (i) from Junction of AJC Bose Road & Elliot Road to Junction of Ripon Street & Rafi Ahmed Kidwai Road : Scheme – 1 and (ii) From Junction of Ripon Street & Rafi Ahmed Kidwai Road to Junction of Lenin Sarani & Rafi Ahmed Kidwai Road : Scheme – 2

SECTION 7 DRAWINGS

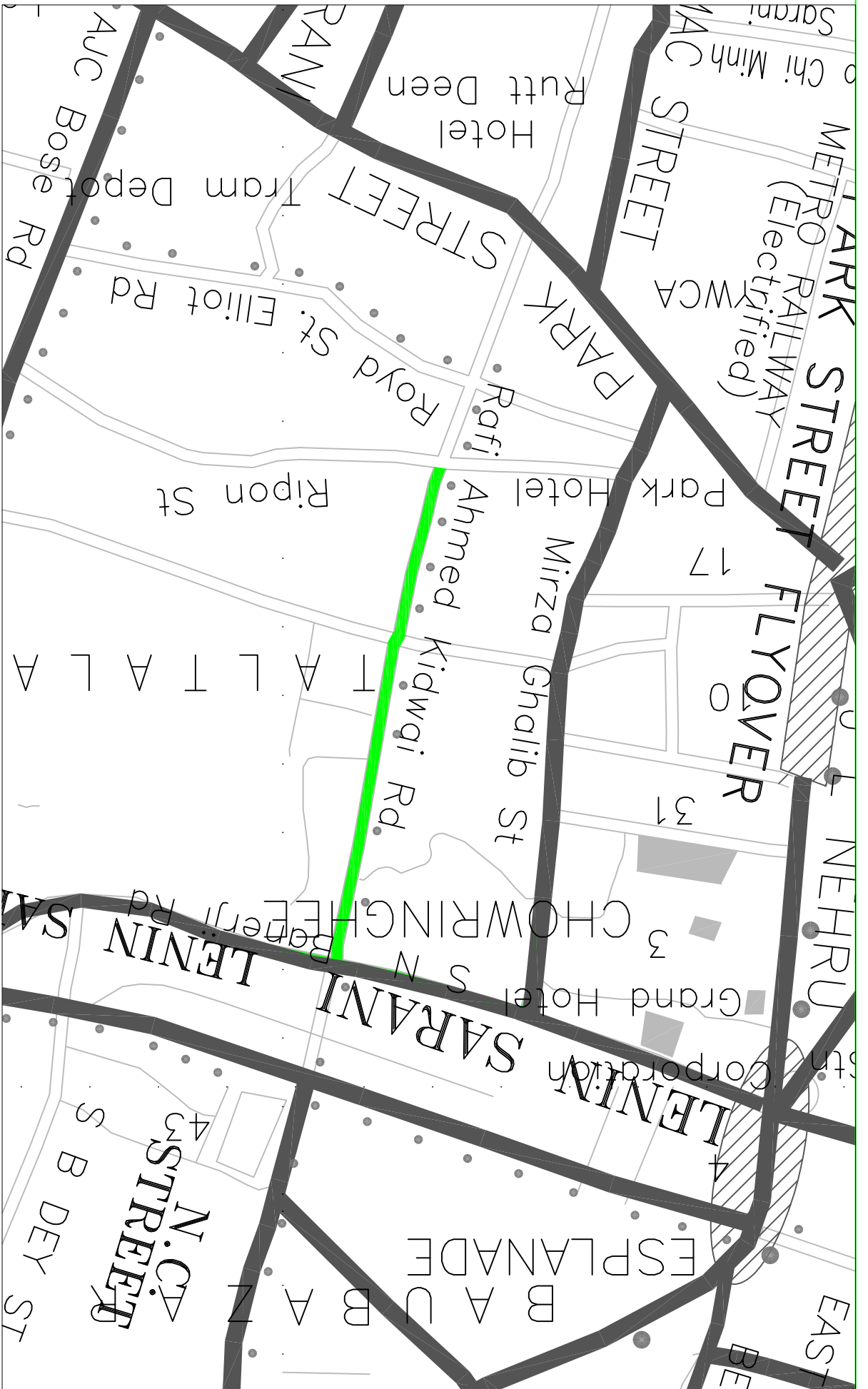


SITE PLAN SHOWING PROPOSED STRETCH OF TRAM TRACK (SHADED IN GREEN)

NAME OF WORK: IMPROVEMENT OF TRAM TRACK FROM JUNCTION OF AUC BOSE RD. & ELLIOT RD. TO JUNCTION OF RIPON STREET & R A KIDWAI RD.: SCHEME-1

FOR TENDER ONLY

CLIENT: HOOGHLY RIVER BRIDGE COMMISSIONERS



SITE PLAN SHOWING PROPOSED STRETCH OF TRAM TRACK (SHADED IN GREEN)

NAME OF WORK: IMPROVEMENT OF TRAM TRACK FROM JUNCTION OF RIPON STREET & R A KIDWAI RD.
 TO JUNCTION OF LENIN SARANI & R A KIDWAI RD.: SCHEME-2

FOR TENDER ONLY

CLIENT: HOOGHLY RIVER BRIDGE COMMISSIONERS