

**PREPARATION OF PRELIMINARY PROJECT REPORT
FOR
OFFICE CUM INSTITUTIONAL BUILDING
WITH AUDITORIUM
AT THE JUNCTION OF VIP ROAD
AND MANICKTALA MAIN ROAD, KOLKATA**

TENDER DOCUMENT

NIB NO. HRBC/PL & DN./02 of 2013-2014, Date: 18.07.2013

HOOGLY RIVER BRIDGE COMMISSIONERS

(A STATUTORY ORGANISATION UNDER GOVERNMENT OF WEST BENGAL)

TRANSPORT DEPARTMENT

MUNSHI PREMCHAND SARANI

(ST. GEORGE'S GATE ROAD)

KOLKATA – 700 021

JULY 2013

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VOLUME I

(SECTION 1 TO 4)

HOOGLY RIVER BRIDGE COMMISSIONERS
(A Statutory Organisation under Government of West Bengal)
TRANSPORT DEPARTMENT
MUNSHI PREMCHAND SARANI
(ST. GEORGE'S GATE ROAD)
KOLKATA – 700 021

JULY 2013

**VOL. I - SECTION 1
INVITATION FOR BIDS**



HOOGHLY RIVER BRIDGE COMMISSIONERS

(A STATUTORY ORGANISATION UNDER GOVT. OF WEST BENGAL)

HRBC BHAWAN

ST. GEORGES GATE ROAD (MUNSHI PREM CHAND SARANI)

KOLKATA-700 021

Phone No.: 033-2248-5833, 2253-4133; Fax No.: 033-2248-5833

Email: direc.pldn@gmail.com

NOTICE INVITING BID (NIB)

NIB NO. HRBC/PL & DN./02 of 2013-2014, Date: 18.07.2013

Name of Work: Preparation of Preliminary Project Report for Office cum Institutional Building with auditorium at the junction of VIP Road and Manicktala Main Road, Kolkata.

Sealed bids are invited from experienced and reputed Consulting Firms for Preparation of Preliminary Project Report for the work as stated above. Intending bidders are to first submit applications with all particulars as mentioned below for consideration of eligibility. Only the applicants considered eligible will be permitted to participate in the tender.

1. **Scope of work:**

- i) Preparation of Preliminary Project Report consisting of preliminary project cost based on PWDs volumetric calculation method, Master Plan and plan of each floor, elevations and sections through important parts.
- ii) Preparation and submission of 3(three) nos. 3D perspective views of the building bearing elegant and imposing architectural features for selection by the appropriate authority.
- iii) Preparation of Layout and Building Model as per approved Concept Plan.

2. **Eligibility Criteria:**

- i) The firm must have experience in the field of architectural planning and design of R.C. multi storied institutional building with auditorium. In support of firms capability the appropriate and authentic documents like Completion/Credential Certificates of similar nature of work accomplished during the last five years is to be submitted along with application for consideration.
- ii) The firm will submit details of their organization structure, qualification and experience of the resource persons in the field of architectural and structural designing relevant to the present job.

Only firms with relevant experience and excellent track records in the relevant field of work will be considered for being eligible to offer bids in its particular assignment.

3. Tender inviting authority : Director (Planning & Design), HRBC.
 4. Bid security : Rs.10,000/-
 5. Cost of tender document : Rs.1,000/-
 6. Time of completion : 15(fifteen) days.
 7. Validity of offer : 90 days.
- } *in the form of Demand Draft drawn on any Nationalised/Scheduled Bank in favour of "Hooghly River Bridge Commissioners" payable at Kolkata along with bid document.*

8. Tax certificate to be attached with the application : Self attested xerox copies of PAN card, Service Tax registration certificate.
9. Last date of application with all particulars : **24.07.2013 within 13.00 hrs.**
Eligible applicants will be informed through letters, fax or by email.
10. Downloading of the bid document: **25.07.2013.**
can be made from HRBC website
11. Last date and time of submission of bid document : All sealed bid document should be dropped by the eligible bidder in the Tender Box kept in the chamber of Director (Pl. & Dn.), HRBC not later than **14.00 hrs. on 01.08.2013** and the bid document will be opened on the same day at **14.30 hrs.** in presence of bidders or bidders representatives who choose to attend.
12. 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
13. For any queries and clarification, interested bidder may visit the site and may contact the Director (Pl. & Dn.) at the address mentioned at para 12 above.
14. Interested bidders may consult the HRBC website i.e. ***www.hrbc.in*** regularly to see Corrigenda/Addenda which may be issued by HRBC from time to time prior to submission of the bid document.
15. HRBC reserves the right to accept or reject any or all applications/bids without assigning any reason thereof.

Director (Pl. & Dn.), HRBC

**VOL. I - SECTION 2
INSTRUCTIONS TO BIDDERS**

Vol. I Section 2. Instructions to Bidders

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Vol. I Section 2. Instructions to Bidders

A. GENERAL

1 SCOPE OF BID

1.1 Scope of work:

Hooghly River Bridge Commissioners (HRBC) under Transport Department, Govt. of West Bengal proposes to undertake the Construction of the proposed Office cum Institutional Building with auditorium at the junction of VIP Road and Manicktala Main Road, Kolkata. Labour Department, Govt. of West Bengal has decided to construct a new multipurpose building in place of the existing unplanned building on the above location and selected HRBC as implementing agency for the said project.

The existing building of State Labour Board and State Labour Institute is built not much in orderly manner with ventilation, sitting arrangement, circulation spaces, space for car parking etc. Considering the importance of the location of the site, Labour Dept., Govt. of W.B. has proposed to construct a new multistoried office cum Institutional Building comprising of Auditorium, Conference Hall, Seminar Hall, Canteen with proper pantry, Parking space and other allied facilities.

HRBC invites bid to appoint a reputed Consultancy Firm for preparation of Preliminary Project Report with drawings and other documents.

Area of land is about 1700 sq.m. and the proposed building may be built as G+7 storey with total built up area of about 54,000 sq.ft. considering permissible F.A.R. The auditorium shall have seating capacity of 400-500 persons.

Scope of Work for Preliminary Project Report shall include, inter alia:

- i) Topographical Survey.
- ii) Master Plan and plan for each floor, elevations and sections through important parts.
- iii) Preparation and submission of 3(three) nos. perspective views of the building bearing elegant and imposing architectural features for selection by the appropriate authority.
- iv) Preliminary Project Cost based on PWD volumetric calculation method duly updated.
- v) Preparation of Preliminary Project Report comprising above elements.
- vi) Preparation of Layout and Building Model as per approved Concept Plan.
- vii) Any other work deemed related.

The bidder should submit 2(two) sets of Draft Preliminary Project Report with Drawings in hard copies and 2(two) sets in soft copies (CD). On getting the necessary approval from HRBC, the bidder should submit 6(six) sets of Final Preliminary Project Report with Drawings in hard copies and 2(two) sets in soft copies (CD).

1.2 Deleted

1.3 Time for completion

The successful bidder shall complete the preliminary project report and submit it to HRBC for acceptance within 15(fifteen) days from the date of issue of the Letter of Acceptance. For supplying the Building Model additional time of 7(seven) days will be allowed.

2. Eligible Bidders

This Invitation to Bid is open to eligible bidders fulfilling the requirements of Cl. 3. Bidders shall provide such evidence of their eligibility satisfactory to the Employer as the Employer shall reasonably request.

3. Qualification of the Bidder

3.1 To be qualified for award of Contract, bidders shall:

(a) submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and

3.2 Bidders shall also submit proposals of work methods and schedules, in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.3 above.

4. Participation in Bids

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

5. Cost of Bidding

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

6. Site Visit

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

6.2 The bidder and any of his personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his personnel and agents, will release and indemnify the Employer and his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

6.3 The Employer may conduct a Site visit, if necessary.

B. Bidding Documents

7. Content of Bidding Documents

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

- 1 Notice Inviting Bid
- 2 Instructions to Bidders
- 3 General Conditions of Contract
- 4 Billing Schedule
- 5 Forms of Bid and Bid Security
- 6 Form of Agreement
- 7 Drawings (both Soft copy & hard copy)

7.2 The bidder is expected to examine carefully the contents of the Bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 25, bids which as per opinion of the employer are not substantially responsive to the requirements of the bidding documents will be rejected.

8. Clarification of Bidding Documents

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

9. Amendment of Bidding Documents

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 bidding documents by issuing addenda.

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

C. Preparation of Bids

10. Language of Bid

10.1 The bid, and all correspondence and documents, related to the bid, exchanged between the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid the English translation shall prevail.

11. Deleted

12. Bid Prices

- 12.1 Unless slated otherwise in the bidding documents, the Contract shall be for the whole Works as described in Sub-Clause 1.1, based on the rate submitted by the bidder. The accepted bid shall be the finally arrived contract price.
- 12.2 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates and prices and the total bid price submitted 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 etc.
- 12.3 The rates and prices quoted by the bidder are FIRM for the entire contract period including extensions.

13. Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

14. Bid Validity

- 14.1 Bids shall remain valid for a period of 90(ninety) days after the date of Bid opening specified in Clause 22.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting the bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of extension, and in compliance with Clause 15 in all respects.

15. Bid Security

- 15.1 The bidder shall furnish, as part of his bid, a bid security in the amount of Rs.10,000/- (Rupees ten thousand only).
- 15.2 The bid security shall be furnished in the form of Demand Draft drawn on any Nationalised/Scheduled Bank in favour of “Hooghly River Bridge Commissioners” payable at Kolkata along with bid document.
- 15.3 Any bid not accompanied by an acceptable bid security shall be rejected outright by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, after the signing of the contract agreement with the successful bidder.

- 15.5 The bid security of the successful bidder will be returned when the bidder has signed the Agreement.
- 15.6 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 26.2 or
 - (c) in the case of a successful bidder fails within the specified time limit to sign the Agreement.

16. Pre-bid Meeting

There will be no pre-bid meeting.

17. Format and Signing of Bid

- 17.1 The bidder shall prepare only one copy of the Bid documents comprising the bid as described in Clause 7 of Instructions to Bidders.
- 17.2 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-clauses 3.1(a). All pages of the bid shall be initialed by the person or persons signing the bid.
- 17.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

D. Submission of Bids

18. Sealing and Marking of Bids

- 18.1 The proposal should be submitted in a sealed envelope containing all the bidding documents as per cl. 7.1 of Vol. 1 Section 2 including the bid security. The bid security may be inserted in a separate envelope and put in the covering envelope along with the proposal.
- 18.2 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

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

19. Deadline for Submission of Bids

19.1 Bids must be received by the Employer at the address specified above not later than **2.00 P.M. on 01.08.2013.**

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

20. Late Bids

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

21. Modification and Withdrawal of Bids

21.1 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.

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

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

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

E. Bid Opening and Evaluation

22 Bid Opening

- 22.1 The Employer or his authorized representative will open the envelope containing bids and bid security in separate envelope, including withdrawals and modifications made pursuant to Clause 21, in the presence of bidder's representatives who choose to attend, **at 2.30 P.M. on 01.08.2013** at the chamber of the Director (Pl & Dn), of Hooghly River Bridge Commissioners, Munshi Prem Chand Sarani (St. George's Gate Road), Kolkata 700 021, India.

The bidder's authorized representatives, who will be present during the opening of bid, shall sign a register evidencing their attendance.

- 22.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 21.1 shall not be opened. Thereafter the envelope containing bid security shall be opened. Tenders without proper bid security shall not be opened and returned to the tenderer.
- 22.3 The Employer will review the Envelope containing the bid security. Any bid not accompanied by an acceptable bid security shall be rejected outright by the Employer as non-responsive.
- 22.4 After the opening of the envelope containing bid security at the date and time as notified, the bidders' names and the Bid Prices and bid modifications will be announced and any other such details as the Employer may consider appropriate, will be announced by the employer at this opening. Subsequently all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein read out in appropriate detail. No bid shall be rejected at bid opening except for late bids pursuant to Clause 20.

23. Process to be Confidential

- 23.1 Information relating to examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders 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.

24. Clarification of Bids/ Break down of rates

- 24.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of 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 26.

25. Examination of Bids and Determination of Responsiveness

- 25.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (i) meets the eligibility criteria (ii) has been properly signed; (iii) is accompanied by the required securities; (iv) is substantially responsive to the requirements of the bidding documents; and (v) provides any clarification and/or substantiation that the Employer may require pursuant to Sub-Clause 24.1.
- 25.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the bidding, 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 bidding documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 25.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 25.4 The criteria of non-responsiveness are as stated below but are not limited to them:
- i) The bids which do not incorporate obligatory parameters given in Clause 1.2
 - ii) Failure to comply with the requirements of bid submission
 - iii) Failure to submit Bid Security as per Clause 15
 - iv) Failure of Bid to conform to all the terms, conditions and specifications of bidding, bidding documents
 - v) A bid which materially deviates from the requirements of the bid 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.

26. Correction of Errors

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

27. Evaluation and Comparison of Bids

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

F. Award of Contract

28. Award

- 28.1 Subject to Clause 29, the Employer will award the Contract to the bidder 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 (i) eligible in accordance with the provisions of Sub-Clause 2.1; and (ii) qualified in accordance with the provisions of Clause 3.

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

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

30. Notification of Award

- 30.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by cable 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, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 30.2 The notification of award will constitute the formation of the Contract.
- 30.3 Upon the signing of the Contract Agreement with the successful bidder, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

31. Signing of Agreement

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

**VOL. I - SECTION 3
SECTION 3A FORM OF BID
SECTION 3B FORM OF AGREEMENT**

Vol. I Section 3 A. FORM OF BID

Name of Contract: Preparation of Preliminary Project Report for Office cum Institutional Building with auditorium at the junction of VIP Road and Manicktala Main Road, Kolkata

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 Preliminary Project Report and other items as per billing schedule (Vol. II) for the amount of (insert amount first in numbers and then in words)
.....
.....
quoted by us in the Billing Schedule 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 clause no.1.3 of Vol.1, Section 2.
3. We agree to abide by this Bid until 2013, and it shall remain binding upon us and may be accepted at any time before the expiration of that date.
4. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We agree to execute the works at the quoted rate without escalation from the date of LOA upto the date of completion including extensions.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of2013

Signature..... in the capacity of
..... duly authorized to sign bids for and on behalf
of

(in block letters or typed)

Address.....
.....

Witness.....

Address.....

Occupation.....

Vol. I Section 3B Form of Agreement

Name of Work: Preparation of Preliminary Project Report for Office cum Institutional Building with auditorium
at the junction of VIP Road and Manicktala Main Road, Kolkata.

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2013, 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) Notice Inviting Bid
 - b) Instructions to Bidder
 - c) Form of Bid
 - d) Letter of Acceptance
 - e) The Agreement in prescribed format
 - f) The General Conditions of Contract
 - g) Billing Schedule
 - h) Drawing
- 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.

Witness 1:

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

By _____
Authorized Representative

Witness 2:

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

By _____
Authorized Representative

**VOL. I - SECTION 4
GENERAL CONDITIONS OF CONTRACT**

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) “Contract” means this Contract between the Client and the Consultants;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof;
- (d) “Government” means the Government of the Client
- (e) “Personnel” means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services of any part thereof;
- (f) “Party” means the Client or the Consultants, as may the case may be;
- (g) “Project” means the Preparation of Preliminary Project Report for Office cum Institutional Building with auditorium at the junction of VIP Road and Manicktala Main Road, Kolkata.
- (h) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purpose of the Project, as described in Appendix A hereto;
- (i) “Sub-consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause 3.8 hereinafter, and
- (j) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub Consultant.

1.2 Relation between the Parties

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

1.3 Law Governing Contract

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

1.4 Language

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

1.5 Headings

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

1.6 Notices

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

For the Client

For the Consultants

1.6.2 Notice will be deemed to be effective as follows :

- (a) in the case of personal delivery or registered mail, on delivery
- (b) in the case of facsimiles, forty eight (48) hours following confirmed transmission

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto.

1.8 Authorized Representatives

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

- (i) on behalf of the Client by the Vice Chairman, HRBC or his designated representatives;
- (ii) on behalf of the Consultants his designated representatives.

1.9 Taxes and Duties

The consultant shall pay their own taxes of all kinds including corporate income taxes and personnel income taxes, duties, fees, levies and other impositions in connection with providing the services under this contract. Only the Service Tax will be paid by the Client extra.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Expiration of Contract

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

2.3 Modification

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

2.4 Force Majeure

2.4.1 Definition

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

2.4.2 No Breach of Contract

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

2.4.3. Measure to be Taken

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

2.4.4 Extension of Time

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

2.4.5 Payments

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

2.4.6 Consultation

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

2.5 Suspension

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

2.6 Termination

2.6.1 By the Client

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

- (a) if the consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.5 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become insolvent or bankrupt or enter into any agreement with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has material effect on the rights, obligations or interests of the Client and which the Consultant know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.6.2 By the Consultants

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

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days ;
or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

2.6.3 Cessation of Rights and Obligations

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

2.6.4. Cessation of Service

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

- (i) remuneration pursuant to Clause 6 hereof of Services Satisfactory performed prior to the effective date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.6.1 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.

2.6.5. Payment upon Termination

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

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

2.6.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.6.1. or in Clause 2.6.2. hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 thereof.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations there under with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the construction industry and with professional engineering and consulting standards recognized by international professional bodies, and shall observe sound management and technical and engineering practices, and employ appropriate advanced technology and safe and

effective equipment, machinery, materials and methods. The Consultants shall always, act, in respect of any matter relating to this Contract or the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with sub-consultants or Third Parties.

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

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

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

3.2.2 Procurement Rules of Funding Agencies

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

3.2.3 Consultants and Affiliates not to be otherwise Interest in Project

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

3.2.4 Prohibition of Conflicting Activities

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

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

3.5 Indemnification of the Client by the Consultants

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

3.6 Insurance to be taken by the Consultants

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

- (a) Third Party motor vehicle liability insurance in respect of motor vehicle operated by the Consultants or their Personnel or any Sub-consultants or their Personnel.
- (b) Third party liability insurance
- (c) employee's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provision of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.7 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultant's representations referred to in Clause 6.3 (b) hereof), and (ii) shall permit the Client or its designated representative

periodically, and up to one year from the from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appoint by the Client.

3.8 Deleted

3.9 Reporting Obligations

The bidder should submit a statement in separate annexure giving details of various reports, drawings and documents which will be supplied to HRBC in respect of Feasibility Study Report.

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

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

3.11 Equipment and Materials furnished by the Client

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

4. CONSULTANTS' PERSONNEL

4.1 General

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

4.2 Deleted

4.3 Deleted

4.4 Deleted

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure to:

- (a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;

- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to Land

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

5.3 Services, Facilities and Property of the Client

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

5.4 Payment

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

5.5 Indemnification of the Consultants by the Client

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Professional fees as quoted by the Consultant finally accepted by the Client will be paid as stated in the Instructions to Bidder.

6.2 The consultant shall submit a billing schedule in Vol – II to facilitate interim payment only commensurate with the quantum of services provided. The schedule shall cover the entire scope of service as in 1.1 of Instruction to Bidder with break up of various items of services. The aggregate value at the end of the billing schedule shall be the same as that of the quoted amount.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause of causes of such unfairness, 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 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Arbitration

Any dispute between the parties as to matters arising pursuant to this contract, which cannot be settled amicably may be referred to arbitration by a mutually acceptable sole arbitrator. Failing agreement for appointing a sole arbitrator the parties may go for appointing an Arbitral Tribunal. All Arbitral matters and proceedings shall conform with the Arbitration and Conciliation Act 1996.

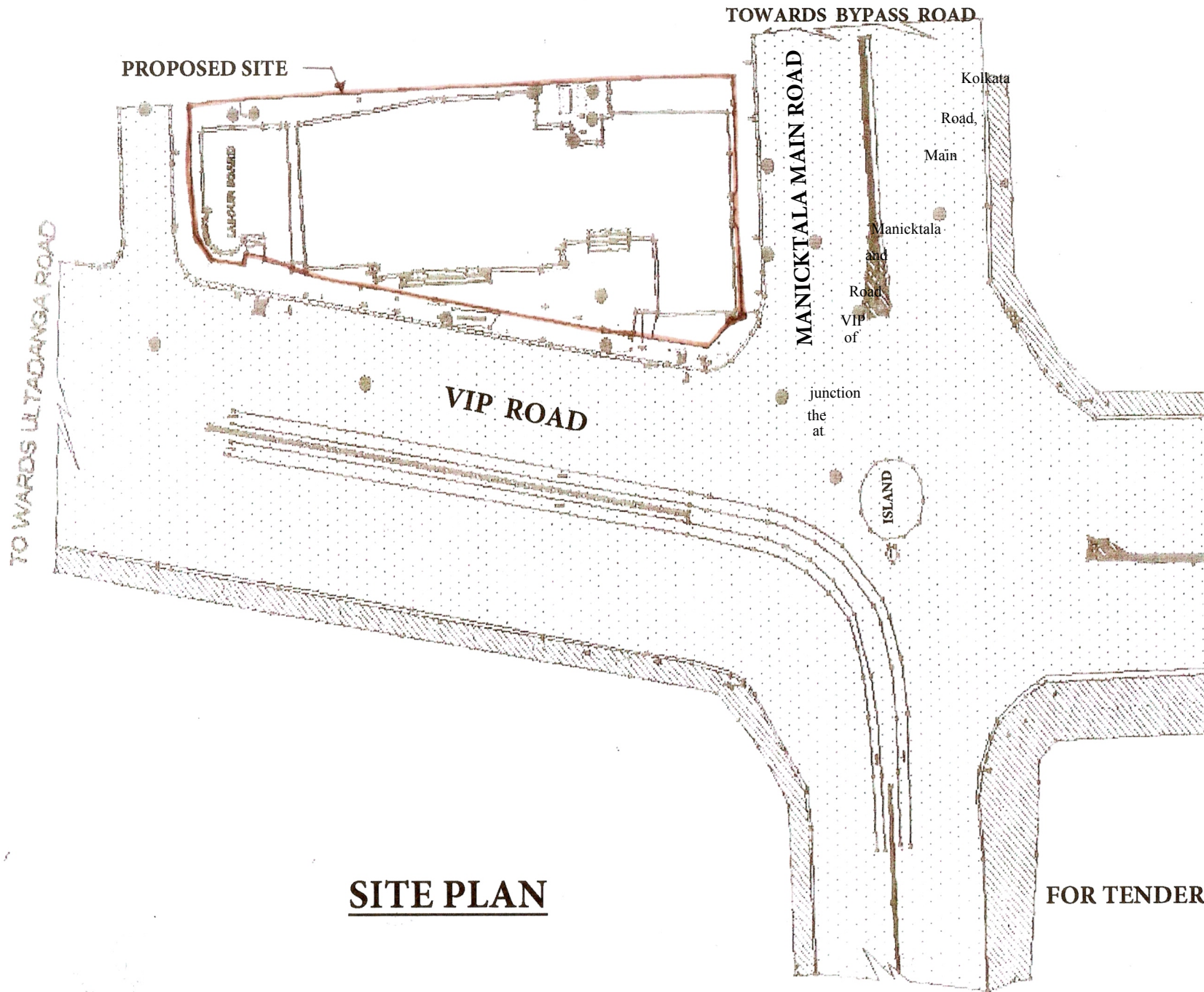
VOL. II
BILLING SCHEDULE

BILLING SCHEDULE

Item No.	Description of Items	Qty	Unit	Rate (Rs)	Amount (Rs)
1	Preparation of Preliminary Project Report consisting of topographical survey with survey plan, preliminary project cost based on PWDs volumetric calculation method, Master Plan and plan of each floor, elevations and sections through important parts	1(one) Item	L.S.		
2	Preparation and submission of 3(three) nos. perspective views of the building bearing elegant and imposing architectural features for selection by the appropriate authority.	1(one) Item	L.S.		
3	Preparation of Layout and Building Model as per approved Concept Plan	1(one) Item	L.S.		
Grand Total =					

N.B.: In respect of payment for Item No.1, 60% payment will be made by the Employer after submission of draft copy of the said reports and related documents and balance 40% payment will be paid after submission final reports and all documents.

**VOL. III
DRAWING**



SITE PLAN

FOR TENDER PURPOSE

CLIENT : HOOGHLY RIVER BRIDGE COMMISSIONERS

TO WARDS MANIKTALA ROAD