



Government of Tripura  
Public Works Department ( W & R )

Request for Proposal (RFP)  
to Appoint Agency for Consultancy Services to Prepare Detailed  
Project Report of the project for-

1. **Construction of Rain water Storage Reservoir on upper catchment of Haora river near Champaknagar in Tripura.**
2. **Rain water Storage Reservoir on upper catchment of Champacherra near Champaibari in Tripura.**



***DNIT No: 03 /CE/PWD(W.R)/2018-19***

Issued By :  
Office of Additional Chief Engineer,  
Planning & Design Unit  
PWD (Water Resources),  
Kunjaban, Agartala  
Phone- 0381-2356301, Fax-0381-2353856

*Full Signature of the Bidder with seal & date*

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This RFP document contains 23 (twenty three pages) including the cover page.

Approved

Sd/-  
Superintending Engineer,  
PWD(Water Resources)  
Kunjaban, Agartala

Sd/-  
Chief Engineer,  
PWD(Water Resources)  
Kunjaban, Agartala

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Government of Tripura  
Office of Additional Chief Engineer  
Planning & Design Unit  
PWD (Water Resources)  
Kunjaban, Agartala

No. 15(176)/SE/WRPC/03/

Dated 27th July/2018.

**LETTER OF INVITATION(LOI)**  
**REQUEST FOR PROPOSAL ( RFP)**

Name of Work :- Consultancy Services to Prepare Detailed Project Report of the project—

1. **Construction of Rain water Storage Reservoir on upper catchment of Haora river near Champaknagar in Tripura.**
2. **Rain water Storage Reservoir on upper catchment of Champacherra near Champaibari in Tripura**

The Superintending Engineer, Planning & Design Unit, PWD(W.R), Govt. of Tripura on behalf of the 'Governor of Tripura' intend to invite the request for proposal for appointment of consultants of national repute, to execute Consultancy Services of the proposed project consisting of preparation of a Detailed Project Report (DPR) for (1) **Construction of Rain water Storage Reservoir on upper catchment of Haora river near Champaknagar in Tripura & (2) Rain water Storage Reservoir on upper catchment of Champacherra near Champaibari in Tripura.** The consultants will be required to prepare documentation which would allow bids to be invited on the project.

The Request for Proposal (RFP) should reach to the office of the undersigned up to 3.00 PM on 10- 08-2018.

The Notice can also be seen at Website: [www.tenders.gov.in](http://www.tenders.gov.in) and/or [www.tripurainfo.com](http://www.tripurainfo.com)

Consultancy firms who have experience in the consultancy work of similar nature of works including water front Development and consider themselves capable to undertake consultancy work for the project may download the RFP document from the website: [www.tenders.gov.in](http://www.tenders.gov.in) and/ or [www.tripurainfo.com](http://www.tripurainfo.com).

The completed proposal document giving details in the prescribed format can be send through Registered Post/ speed Post or dropped in the tender box/boxes at the office of the Additional Chief Engineer, Planning & Design Unit, PWD(W.R), Kunjaban, Agartala, Tripura (W), so as to reach or dropped well within the last date & time for receipt as specified above.

The Department reserves the right to deny prequalification to any applicant, without assigning any reason.

For and on behalf of the Governor of Tripura  
Sd/-

(Er. D. Ganguli)  
Superintending Engineer,  
Planning & Design Unit,  
PWD(Water Resources),  
Kunjaban, Agartala.

Tripura, Pin- 799006. Tel/Fax : 0381-2356301.

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## 2. MINIMUM ELIGIBILITY CRITERIA

- 2.1 A firm is ineligible to submit a proposal, if it or any of its constituents has been barred by any Central and/or State Govt. in India.
- 2.2 The bidder should have, during the last three years, neither failed to perform on any agreement, nor been expelled from any project or agreement nor have any agreement terminated for breach of Contract.
- 2.3 Must have in-house availability of Total Station with relevant Software or tie up with an established Sub- Bidders [Details of such sub- bidder shall be submitted with the bid. The bidder should submit details of similar projects (i.e. Irrigation & Multipurpose project, Development of Water way alongwith roads on embankments etc.) handled during last 5 years by the bidder/sub-bidder]
- 2.4 Must have in-house services of a Water Resource Engineer, Structural Engineer and Quantity Surveyor.
- 2.5 Annual Turnover –
- i) Must have completed project work i/c consultancy Services for Project cost of ₹250.00 crores during any two of last five financial years.
  - ii) Minimum total turnover of the firm from implementation of Consultancy services of similar nature shall be ₹ 100.0 Crores during last five years preceding the years ending March 2016.
- An adjustment factor of 8% per year will be used to bring the financial figures to a common base for the purpose of evaluation of annual turnover.
- 2.6 The bidder must submit details as per APPENDIX – A.
- 2.6.1 Availability of in-house services of below noted Engineers:
- a. Water Resource Engineer: Post Graduate in Water Resource Engineering with 10 years' of experience in similar works including Water Front Development.
  - b. Structural Engineer: Post Graduate in Structural Engineering with 10 years' of experience.
  - c. Highway Engineer: Graduate in Civil Engineering with 10 years' of experience.
  - d. Quantity Surveyor: Graduate in Civil Engineering with 4 years of experience or Diploma in Civil Engineering with 7 years' of experience.
  - e. Geotechnical Engineer: Post Graduate in Geotechnical Engineering with 10 years' of experience.
  - f. Surveyor: Diploma in Civil Engineering with 5 years' of experience. Proof of qualification and experience should be provided separately for each personnel. It should be signed in original both by the personnel and authorized signatory as a proof of the accuracy of the information.
- 2.6.2 In house availability of fully equipped Lab. for Geo technical investigation or must have tie up with an established Sub-Bidders (Details of such sub- bidder shall be submitted with the bid along with details of projects handled during last 5 years by the subbidder).

2.6.3. In case, a consultancy firm does not meet all the criteria, it can form a consortium/ Joint venture of not more than three firms with one of the firm as the "Lead member". Consortium/Joint venture members shall jointly and severally be responsible for satisfactory completion of the project.

### **3.0 TECHNICAL PROPOSAL**

3.1 The Bidder shall have to deposit an amount of Rs.2.50 lakhs (Rupees Two Lakhs Fifty thousand) only in the name of the Executive Engineer, Water Resource Division No I, Agartala in the shape of Earnest Money Deposit along with the Bid Documents in the form of

a) A bank demand draft on any scheduled bank/Nationalized bank.

b) Deposit at call on any scheduled bank/Nationalized bank.

3.2 Each Applicant will submit the Earnest Money Deposit, Technical proposal and a financial proposal in separate sealed envelopes clearly marked as "EMD", "Technical Proposal" and "Financial Proposal" respectively. The three sealed envelopes should be put inside one large envelope along with a suitable covering letter. The subject indicated in LOI should be clearly indicated on the outer envelope.

3.3 The proposal shall be submitted along with Proposal Submission Form as per **APPENDIX - B**

3.4 The Client reserves the right to accept or reject any application and to cancel the entire process without any liability.

3.5 Proposals of only those Applicants who have deposited the Earnest Money Deposit in the prescribed format would be taken up for evaluation of primary eligibility criteria.

### **4.0 EVALUATION OF TECHNICAL PROPOSAL.**

4.1 The proposal shall be evaluated using a Quality Cost Based System (QCBS) as per procedure detailed below.

4.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness and subject to the minimum qualifying mark, applying the evaluation criteria, sub-criteria, point system specified in the terms of the Summary Evaluation Criteria detailed below. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP & If it fails to achieve the minimum technical score indicated in the Data sheet.

4.3 A two-stage procedure will be adopted in evaluating the proposals for each package. In the first stage, a Technical evaluation will be carried out prior to opening of Financial Proposal. In the second stage, Financial Proposal of all eligible firms/ agencies who pass in Technical evaluation shall be opened and evaluation will be carried out. Firms will be ranked using a combined Technical/Financial score, as indicated in para below.

4.4 The evaluation committee appointed by the client will carry out its evaluation applying the evaluation criteria specified below. Each responsive Proposal will be attributed a Technical score.

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**Indicative Criteria for Evaluation of Technical Proposal**

SL NO.	COMPONENTS	MAX MARKS	
1.	Annual Turnover from Project i/c Consultancy services during any two of last five financial years.(For calculation refer to Clause 2.5)	25	25
2.	Annual Turnover of the Bidder from similar types of Consultancy work during last five financial years.(For calculation refer to Clause 2.5)	15	30
3.	Experience of the firm in getting sanction and obtaining necessary funding from appropriate authority for Urban Infrastructure Projects under various schemes.	15	
4.	Qualification and competence of Key professional staff for assignment.( refer to Clause 2.6.1)		40
	a) Senior Water Resource Engineer	10	
	b) Senior Structural Engineer	10	
	c) Senior Geotechnical Engineer	5	
	d) Senior Highway Engineer	5	
	e) Senior Survey Engineer	5	
	f) Senior Quantity Surveyor	5	
5.	In-house availability of Total Station with relevant Software.	5	5
	TOTAL MARKS		100

- 4.5 Preference /additional marks may be considered for the Bidder having experience of working in North Eastern states of India.
- 4.6 The score (PT) of Technical Proposal would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed in the above table.
- 4.7 Financial Proposals will be opened only for those Bidders whose Technical Proposal score is equal to or more than the minimum qualifying marks indicated in the data sheet.

**5.0 SCOPE OF WORK**

Consultancy Services for construction of storage reservoir may consist of the following components:-

**5.1**

- Dams should be multipurpose Reservoir/ Project.
- The Dams should be designed for maximum storage capacity as possible.
- Provision for Water regulatory structures including spillway if required.
- Provision may be considered for out let to irrigate minimum 600 Ha. cultivable land from each reservoir.

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- Provision may be considered for drinking water of 0.20 MCM from each reservoir.
  - Catchment area survey should be conducted with contour interval not more than 1.00m.
  - Catchment area plans showing the river network, location of rain gauge station and gauge & discharge site, storages, habitations, forests, agricultural and irrigated areas, soils, topography.
  - Soil and land suitability studies.
  - Identification of suitable reservoir sites.
  - Hydrological analysis including water availability studies.
  - Environment, Ecology and forest aspects
  - Dam-break and Dam safety analysis.
  - Standard operating procedure(SOP).
  - Project Economic Evaluation including preparation of detailed design and detailed cost estimate of Dam & Allied Structures.
  - Detailed cost estimate to be prepared based on latest Tripura schedule of rates.
  - Construction Programme and man power and plant planning.
  - Project management and implementation planning.
  - Administration and legislative provisions.
  - To demarcate land required for construction of dams and also land to be submersed in full reservoir condition including Habitation Survey and preparation of land statement as per cadastral survey.
- 5.2 Collection of required data (i/c hydrological) as well as existing site conditions for the points referred in clause 5.1.
- 5.3 Feasibility study and submission of a preliminary report along with site plan giving schematic proposal as regards the site condition, feasibility of taking up the project/work, status of proposal, probable arrangement of necessary funding and requisite approval from the Central Government/Department.
- 5.4 To conduct detailed topographic survey with total station of catchment area of both the reservoir and adjoining area.
- 5.5 To coordinate and facilitate joint inspection by PWD and other concerned departments for feasibility of proposals.
- 5.6 To conduct detailed Geo-technical investigation as required in the project. Results should include recommendations regarding safe bearing capacity, etc of soil for sub soil treatment for the dam and other allied structures.
- 5.7 Preparation of General Arrangement Drawings (GAD) showing Dam and adjoining areas with embankment, roads, physical features, built-up area, underground and overhead services/utilities, trees, obstructions and encroachments, drainage system etc. Broad guidelines for proposal, profile and specifications shall be prepared in consultation with PWD(W.R), Govt. of Tripura.
- 5.8 Nil

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- 5.9 Preparation of Detailed Engineering Drawings, Detailed estimates including the cost of preparation of DPR based on Schedule of Rates 2017 (or revision thereof) of PWD, Government of Tripura. The Detailed Project Report (DPR) should be prepared as per relevant codes/ guidelines of the concerned Central Government/Department and should be submitted for preliminary approval of the Department.
- 5.10 The DPR preliminarily approved by the PWD, Govt. of Tripura should be got vetted/ approved by requisite Central Government Department by the selected agency.
- 5.11 Preparation of Construction Schedule based on details of activities and fixing Project Milestones to monitor progress of work during construction.
- 5.12 All documents / drawings or any other information/material created during the project will be the property of PWD(W.R), Govt. of Tripura and all such information to be provided to PWD(W.R) in hard and soft copies (editable). The form of soft copy should be decided in consultation with PWD(W.R).
- 5.13 Rendering all sorts of assistance to the Client during construction for successful implementation of the project.

#### **5.14 ROLE OF PWD, GOVT. OF TRIPURA, AGARTALA**

In the context of the Project, PWD(W.R), Agartala is responsible for:

- A) Overall project administration;
  - B) Contract procurement and administration;
  - C) QA oversight and checking of Contractor's Temporary design and construction, including QA.
  - D) Handing over the site and final acceptance of the works and as build drawings including payments for work performed.
  - E) Issuing variations, if any
  - F) Approving working methodology, work plan, equipment, quality control documents and any approval required as per RFP for obtaining sanctions/funds.
  - G) Notice to commence
- 5.15 The Contract document for execution of the work will have to be prepared by the agency as item rated contract and the Consultant agency will also be responsible for getting sanction of necessary fund. The general conditions of contract will be as per standard bidding document of PWD, Govt of Tripura being followed for similar works and duly modified as needed for project specific conditions.

Bidders will be required to provide bid Security in the form and amount indicated in the bidding documents at the time of submission of bids. The successful bidder will be required to provide performance security in the form and amount indicated in the bidding documents.

Contractor shall not subcontract any element of works to subcontractors without prior written consent of the Employer / Engineer. In no case, the contractor will be permitted to subcontract more than 30% (Thirty percent) of the value of the Works, including those to specialized subcontractors.

The contract will not allow for price variation of labour, materials and POL.

All design and works shall conform to the relevant specifications, Indian standards and codes including modifications (if any) in the bid document or equivalent standards mentioned in the bid documents or approved by the Engineer.



If the Contractor does not complete the work by prescribed time, the Contractor will be liable to liquidated damages. The Contract shall provide for periodic payments.

## **6.0 DOCUMENTATION COMPRISING THE RFP:**

- 6.1 Bidders may request clarification(s) of any of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper, mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile or mail to such request and will send copies of the response to all intended Bidders.
- 6.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Bidder modify the RFP documents by amendment. The amendment will be sent in writing by mail, cable, telex, facsimile or electronic mail to all intended Bidders and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

## **7.0 PREPARATION OF PROPOSAL:**

- 7.1 In preparing the proposal, Bidders are expected to examine the documents comprising this RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 7.2 The Proposal should provide the following information :
- (i) Any comments or suggestions , services and facilities to be provided by the Client, and a description of the methodology (work plan) by which the firm proposes to execute the services, illustrated, as appropriate, with bar charts of activities and graphics etc.
  - (ii) The activity schedule supported by chart, diagrams showing the time proposed for each activity.
- 7.3 The Bidders are expected to take into account the requirements and conditions of the RFP documents. The financial proposal should list all cost associated with the assignment.
- 7.4 The proposal should include all the taxes (including service tax to be shown separately), Duties, levies, GST, fees and other charges imposed under the applicable law on the Bidders.

## **8.0 FINANCIAL PROPOSAL:**

- 8.1 The Financial Proposal shall be submitted in form appended herewith as Appendix-C.
- 8.2 The proposal shall be valid for **90 (Ninety) days** from the last date of receipt of bids as indicated above. The Bidder must submit one original proposal and one copy only. The Client shall have the option to seek further validity of offer by another 30 (Thirty) days.
- 8.3 The original proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the applicant itself. Any such corrections must be initiated by the person(s) who sign(s) the Proposals.
- 8.4 An authorized representative of the firm shall initial all pages of the Proposal. The representative's authorization in original/notarized

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should be confirmed by a power of attorney accompanying the Proposal.

## **9.0 EVALUATION OF FINANCIAL PROPOSAL**

- 9.1 In the second stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a **financial score (Sf)**
- 9.2 For financial evaluation, the consultancy fee as quoted by the applicant indicated in its Financial Proposal will be considered. (refer Appendix C for format for financial proposal)
- 9.3 The PWD will determine whether the Financial Proposals are complete, unqualified and unconditional. The fee quoted in the financial proposal shall be deemed as final for evaluation purposes only. The lowest quoted **financial proposal (Fm)** will be given a financial score (Sf) of 100 Points. The financial scores of other proposals will be computed as follows:  
**Sf = 100 X Fm/F**  
 (F = Consultancy fee quoted in the Financial Proposal)

## **10.0 FINAL EVALUATION OF THE PROPOSAL**

- 10.1 Bidders shall not contact the Client on any matter relating to their proposal from the time of the opening of the proposal till the contract is awarded. If the firm wishes to bring additional information to the notice of the Client, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation may result in rejection of Bidders proposal.
- 10.2 The Client will determine whether the proposal is complete and correct in all respects as per the RFP. The Client reserves the right to declare any proposal informal if the proposal found incomplete in any respect.
- 10.3 Selection of Bidders shall be based on the rank according to their combined technical (St) and Financial (Sf) scores to be calculated as follows:  

$$S = S_t \times T_w + S_f \times F_w$$
 Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.
- 10.4 The selected Applicant shall be the first ranked Applicant (having the highest combined score).

## **11.0 NEGOTIATIONS:**

- 11.1 Negotiations shall be held at the address indicated in the Data Sheet. The aim is to reach to an agreement on all points and to sign a contract. Negotiations will include discussions on the technical aspects, the proposal methodology (work plan), and any suggestion made by the firm to improve the scope of services. The Client and Firm will than work out agreed scope of services, bar chart indicating activities, logistics and reporting. The agreed work plan and final scope of services will than form part of the contract. Special attention will be paid on optimizing the required output from the firm.
- 11.2 The financial negotiation will include clarifications on the charges claimed by the firm for different activities and the reasonability towards acceptance.
- 11.3 The negotiations will conclude with review of the draft form of the contract. To complete negotiations the Client and the Firm will initial the

agreed Contract. If negotiation fails, the Client will invite the Firm that submits the second lowest responsive proposal for negotiation.

## **12.0 AWARD OF CONTRACT:**

- 12.1 The contract will be awarded, following negotiations, with the successful Firm. The successful Firm shall have to enter into an agreement with the Department as agreed to during negotiations.
- 12.2 Letter of Award (LOA) shall be issued by the PWD(W.R). The Applicant shall, within fifteen working days of the issue of LOA, enter into an agreement with the PWD.
- 12.3 The Firm is expected to commence the assignment on the date and at the locations specified in the Data Sheet.

## **13. PAYMENT SCHEDULE**

- 13.1 The Bidder shall be paid his fees [Lump Sum amount for consultancy fee (CF)] as per the schedule below. The Payments shall be released in stages as indicated, subject to the achievement of the preceding milestones –

Sl. No.	Milestones	Break-up for Payments
1)	On completion of Feasibility Study and submission of a preliminary report and site plan giving schematic proposal including cost estimate	10% of CF
2)	Completion of field survey and Soft/ Mother copies(Editable) also to be submitted.	15% of CF
3)	Submission of Draft Project Report for approval of appropriate sanctioning/ funding authority. Soft/ Mother copies(Editable) also to be submitted.	15% of CF
4)	Submission of Final Detailed Project Report and Tender Document. Soft/ Mother copies(Editable) also to be submitted.	20% of CF
5)	Submission of Detailed Working drawings, specifications, quality assurance etc including Soft/ Mother copies	30% of CF
6)	On successful completion of the projects or three years after approval of the final DPR, whichever is earlier.	10% of CF

- 13.2 The soft/Mother copies with editable format and all relevant drawing in AutoCAD (editable) format as per satisfaction of PWD(W.R) to be submitted. No payment will be released without Soft copies in appropriate format.

## **14. CONFIDENTIALITY:**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposal or to other person not officially concerned with the process, until the award of contract is notified to the successful firm.

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**15. PERFORMANCE SECURITY**

The bidder shall furnish within 7(Seven) days of the issuance of Letter of Acceptance (LOA), an unconditional irrevocable Bank Guarantee from a Scheduled Bank for an lump sum amount of Rs. 5.00Lakhs (***Rupees Five lakhs***) to be received by the Executive Engineer, Water Resource Investigation Division, PWD(W.R), Kunjaban. Agartala towards Performance Security for consultancy services and shall be initially valid for a period of one year and there after extended up to the successful Completion of Consultancy Services.

**16. TERMINATION AND/OR LIMIT OF SCOPE OF WORK**

16.1 The Client may, by a written notice of termination to the Bidders, terminate the contract with immediate effect after the occurrence of any of the events specified in this Clause 16. The client may terminate this Contract:

(a) if the Bidder fails to submit the performance security, as specified in clause 15;

(b) if the Bidders become (or, if the Bidders consist of more than one entity, if any of their member 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 Bidders submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Bidders know to be false.

(d) if, as the result of Force Majeure, the Bidders are unable to perform a material portion of the Services for a period of not less than thirty (30) days.

(e) if the Bidders, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

16.2 PWD (W.R) may limit the scope of work to any stage/components and the payments shall be done up to that stage as per the percentage mentioned in Payment Schedule.

**17.0 ARBITRATION CLAUSE**

(i) Any dispute between the parties shall be submitted to arbitration by Sole Arbitrator to be appointed by the Chief Engineer, PWD(W.R), Tripura.

(ii) The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (including 2015 amendment) or revision thereof.

(iii) The award of the Sole Arbitrator shall be final and binding on the parties.

**18. JURISDICTION.**

The court at Agartala alone shall have the exclusive jurisdiction to entertain and decide any petition, application, suit etc. pertaining to the present RFP/Agreement and any subject matter thereof.

**19. TRAINING.**

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The Bidder shall provide training at Agartala, Tripura, on all activities necessary to maintain a self-sustaining project construction Management program in PWD. These shall include, but not be limited to, Project inspections during construction, Project data management, quality assurance, operational procedures etc. This shall include up to Twenty five (25) staff from PWD(W.R).

The Bidder shall develop procedures for monitoring the implementation of Project works, and for feeding back relevant information to enable future planning to be more accurate and effective.

The training shall be conducted during as well as before actual execution of Project construction.

## 20. DATA SHEET

20.1		The name of the Client	:	The Chief Engineer, PWD(W.R), Government of Tripura.
20.2	i.	Method of Selection		Lowest evaluated responsive proposal.
	ii.	Qualifying marks for Technical proposal.		75 ( Seventy Five)
20.3		The name, Objectives and description of the assignment are		
	i.	Name of the assignment		Consultancy Services project for (1) <b>Construction of Rain water Storage Reservoir on upper catchment of Haora river near Champaknagar in Tripura.</b> (2) <b>Rain water Storage Reservoir on upper catchment of Champacherra near Champaibari in Tripura.</b>
	ii.	Objective		Public Works Department (W.R), Government of Tripura intent to Prepare Detailed Project Report.
	iii.	Description		As detailed in Clause 5
20.4		The Client name, address and Telephone No., Fax No.		The Chief Engineer, PWD (Water Resources), Government of Tripura, Agartala – 799006. Tel No. 0381-235-5664, Fax No. 0381-23533856.
20.5	a.	The Number of Days to request/ seek clarification.		At least 5 (five) days before the last date of submission of proposal. A pre-bid meeting will be held at 11-00 am on 06-08-2018 i.e. (five) days before

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			the last date of submission of proposal at the chamber of Chief Engineer, PWD(W.R). At any time till 4 days before the deadline for submission of bids, PWD (W.R) may, for any reason, whether at own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by amendment. All the amendments made in the document would be hosted on the website www.tenders.gov.in and/ or www.tripurainfo.com. All such amendments shall be binding on all the bidders. The bidders are also advised to be in touch by emails /fax with PWD (W.R) for ensuring all up dates. PWD (W.R) also reserves the rights to amend the date mentioned in clause 20.10 and 20.11.
b.		The address for requesting clarification is	The Chief Engineer, PWD (Water Resources), Government of Tripura, Agartala – 799006. Tel No. 0381-235-5664, Fax No. 0381-23533856.
20.6		The language to submit the proposal	English
20.7		The proposal must remain valid for 90 days after the submission date	Yes
20.8		Bidders must submit one original and one additional copy of the proposal	Yes
20.9		The proposal submission address is	Superintending Engineer, Planning & Design Unit, PWD(W.R), Kunjaban, Agartala, 799006. Tel No: 0381-2355664, Fax No: 0381-2353856 Email : sewrpc@gmail.com
20.10		Proposal must be submitted not later than	3.00 PM on 10-08-2018.
20.11		The date, time and the address where the proposals will be opened	The proposal may be opened at 3-30 PM on 10-08-2018 if possible. (In case of holiday the next working day.)

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			Superintending Engineer, Planning & Design Unit, PWD(W.R), Kunjaban, Agartala, 799006. Tel No: 0381-2355664, Fax No: 0381-2353856 Email : sewrpc@gmail.com
20.12		Address for negotiation is	The Chief Engineer, PWD (Water Resources), Government of Tripura, Agartala – 799006. Tel No. 0381-235-5664, Fax No. 0381- 23533856.
20.13		The assignment is expected to commence on	31-08-2018
20.14		Stipulated time for completion of the assignment.	60 Days for the consultancy services from the date of commencement. Time is the essence of this contract and shall need to be strictly adhered to. <i>(Date of commencement shall be reckoned from the 15th day of the issuance of work order)</i>
20.15		The Client deserves the right to distribute the assignment between more than 1 (one) bidders at any proportion without showing any reason	Yes

## **21. SCOPE OF SERVICES:**

21.1 The scope of consultancy services emphasize preparation of detailed project report (DPR) based on detailed topographical survey, collection of hydrological data, detailed geo-technical sub-soil investigation and detailed engineering along with detailed price/cost estimate and other relevant allied works. The Department will preliminarily examine the DPR and the Bidders must modify their report / design / drawings accordingly to the directives of the Department.

In the DPR there should be Habitation Survey within the project area and a comprehensive Rehabilitation and resettlement proposal. The Cost estimate prepared should include Agency Charge.

After approval of the DPR the bidder may have to arrange requisite approval from the Central Government/ Department. The Bidders shall be in obligation to attend the observations offered by the Project sanctioning and funding Institution/Authority and to modify their report / design / drawings accordingly. The Bidders may also be required to modify any part of the project if any difficulty is faced during actual execution of the project as per site condition.

21.2 It is expected that the Bidder will make extensive use of standard design techniques using latest Software & will base the design work on

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relevant BIS code of practices (latest). Structural/hydrological design will be carried out in accordance with the relevant codes and standards. Detailed designs have to be done for all the structural components of the Project. Structures will be designed & dimensioned on the basis of detailed survey and site investigations and will reflect current National practices. In selecting type of the structures, the Bidders will also take into account the time required for the construction and give preference to those which minimize construction time & cost. While designing the components, the Bidder will take into account the availability of the construction materials locally. The detailed design will also have to be done for the Water Regulatory Structure (gated), etc. as and where necessary. Design work will be carried out in accordance with the relevant BIS Guidelines and CWC/MoWR specification as the case may be.

- 21.3 The Consultant may have to interact with the Concerned Ministries like Ministry of Water Resources (MoWR), Ministry of DoNER, Ministry of Environment and Forest (MoEF) or any other Ministry for approval/construction / implementation of Project and may carry out all necessary compliance to meet the technical criteria for approval of fund allocation by the Funding agencies.

#### **21.4 Project Management-**

The Bidder shall make joint visit with the Client to the work site during Consultancy Services as per requisition/requirement of the Client up to 3(three) years from the approval of DPR for ascertaining that the work is being carried out satisfactorily and also for studying the problems on the spot and giving necessary clarifications/ directions.

- 21.4.1 Checking on the contractor's construction methods, sequence of operations and temporary works needed for ensuring quality of output and safety during construction. Suggest the system/methodology of temporary works, including staging, formwork etc., adopted by the contractor to ensure the quality and safety during the construction.
- 21.5 The Bidder shall render to the client every assistance, all technical services, guidance or advice on any matter concerning the technical and engineering aspects of the project including periodical interaction and also through invited experts on specific subjects.
- 21.6 Bidder will also take into account the aesthetic view of the Project.

#### **22.0 SEQUENCE/ TIME SCHEDULE FOR SUBMISSION OF DOCUMENTS OF PROJECT REPORT.**

Sl No.	Milestones	No of Hard copies to be submitted	No of days
1)	Submission of Feasibility Study and preliminary report and site plan giving schematic proposal including cost estimate	3	5
2)	Completion of field survey and Soft/ Mother copies(Editable) also to be submitted.	6	20
3)	Submission of Draft Project Report for approval of appropriate authority or any Financial Institution.	6	10

*Full Signature of the Bidder with seal & date*



	Soft/Mother copies (editable) also to be submitted.		
4)	Submission of Final Detailed Project Report and Tender Document including tender drawing. Soft/Mother copies(editable) also to be submitted.	6	5
5)	Submission of Detailed Working drawings, Structural drawings, specifications, quality assurance etc.	6	10
6)	Modified DPR and Working drawing required for getting necessary fund/approval from funding agencies.	6	10

*The No of days for each of the assignments will be reckoned after communicating approval by the Client.*

### **23. COMPENSATION FOR DELAY.**

The time allowed for carrying out the assignment as specified shall strictly be observed by the Bidder and shall be the essence of the contract. In the event of failure to complete the assignment within the agreed time schedule, the Bidder shall pay a compensation of 1% per fortnight subject to maximum of 2.5% of the total fee payable. The decision of Chief Engineer, PWD(W.R), Govt. of Tripura to levy compensation for delay and the amount of compensation levied are final and not open to Arbitration. The amount of compensation may be adjusted or set off against any sum payable to the Bidder, under this contract or any other contract.

### **24. GENERAL TERMS & CONDITIONS**

Definition: In these general Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires –

- a. The **“Contract”** mean, the documents formatting the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b. The **“Work”** means, the work described in the tender documents in individual work orders as may be issued from time to time to the bidder by the Engineer-in-Charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c. The **“Bidder”** means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or company or the successors of the firm or company and the permitted assigns of such individual or firm or company.

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- d. **“The Engineer-in-Charge”** means, the officer deputed by the Governor of Tripura/Secretary, PWD/Chief Engineer, Public Works (W.R) Department to supervise the work or part of the work.
  - e. **“Approved”** or **“Directed”** means, the approval or direction of the Governor of Tripura/Secretary, PWD/Chief Engineer, Public Works (W.R) Department or person deputed by him for the particular purposes.
  - f. A **“Week”** means, seven days without regard to the number of hours worked or not worked in any day in that week.
  - g. A **“Day”** means, the day of 24 (twenty four) hours irrespective of the number of hours worked or not worked in that day.
  - h. A **“Working Day”** means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the District where the work is carried out or as laid down in the Public Works Department regulations.
- 24.1 Heading to the Contract Conditions: The heading to these conditions shall not affect the interpretations thereof.
- 24.2 **Work to be carried out:** The Bidder/agency shall, include all labour, materials, tools, plant, equipment and transport and all incidentals which may be required for the successful completion of the assignment. The Agency will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
- 24.3 **Deviations:** The Bidder/agency shall not carry out any work not covered by schedule except in pursuance of the written instructions of the Secretary, PWD/Chief Engineer, Public Works (W.R) Department/Engineer- in-Charge. No such work shall be valid unless the same has been specifically confirmed and accepted by PWD in writing and incorporated in the contract.
- 24.4 **Octroi and other duties:** All charges on account of Octroi terminal or Sales Tax/VAT/GST and/or other duties on materials obtained for the work shall be borne by the Bidder.
- 24.5 **Plant and equipment:** The Bidder/agency shall at his own expense, supply all tools plant and equipment (herein after referred to as T & P) required for the execution of the contract.
- 24.6 **Assignment of transfer of Contract:** The Bidder/agency shall not without the prior written approval of the Chief Engineer, Public Works (R & B) Department, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other person. No sum of money which may become payable under the contract shall be payable to any person, other than the bidder/agency unless the prior written approval of the Chief Engineer, Public Works (W.R) Department to the assignment or transfer of such money is given. **Sub-Contract:** The contractor shall not sub-let any portion of the contract without the prior written approval of the Chief Engineer, Public Works (W.R) Department.
- 24.7 **Orders under the Contract:** All orders, notices etc. to be given under the contract shall be in writing, type- script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have served on the date, when in the ordinary course

they would have been delivered to him/her. The Bidder/Agency shall carry out without delay all orders given to him/her.

- 24.8 The Bidder or his accredited agent(s) shall attend when required without making any claim for doing so, either the office of the Chief Engineer/ Additional Chief Engineer(P)/ concerned Superintending Engineer /Engineer-in-Charge, Public Works Department(W.R), to receive instructions as may be required time to time.

The Governor of Tripura/Secretary, PWD/Chief Engineer Public Works (W.R) Department shall have full powers and without assigning any reason, require the bidder to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Bidder shall not be allowed any compensation on this account.

- 24.9 **Labour:** The Bidder shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936. Employers Liability Act 1938, Workmen's Compensation Act 1923 or any other enactment, relating thereto and rules framed, there under from time to time.

- 24.10 **Precautions against risk:** The Bidder shall be responsible for providing at his own expense for all precautions to loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

- 24.11 **Damage & loss to private property & injury to workmen:** The Bidder shall at his own expense reinstate and make good to the satisfaction of the Governor of Tripura/Secretary, PWD/Chief Engineer, Public Works (W.R) Department, and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of PWD servants or employee of PWD, the injury loss or damage arising out of or in any way connection with the execution or purported execution of the contract and further the bidder shall identify, the PWD against all claims enforceable against PWD or which would be so enforceable against PWD where PWD is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

- 24.12 **Laws Governing the Contract:** The contract shall be governed by the Indian Laws for time being in force.

- 24.13. **Registers and records:** The Bidder shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and identify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Bidder.

## **25. SPECIAL CONDITIONS OF CONTRACT**

- 25.1 Notices:

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 the registered

mail, telex, telegram or facsimile by such Party at the address mentioned below:

Client: The Chief Engineer,  
PWD (Water Resources),  
Government of Tripura,  
Agartala – 799006.  
Tel No. 0381-235-5664,  
Fax No. 0381-23533856.

**25.2 Payment to the Bidder:**

In consideration of the Services performed by the Bidders under this contract, the Client shall make to the Bidder such payment in the manner given in Clause 13. No advance payment shall be made to the Bidder for carrying out any activity.

**25.3 Documents prepared by the Bidders shall be the property of the Client:**

All Plans, drawings, specifications, designs, reports, other documents and software prepared by the Bidders for the Client under this contract shall become and remain the property of the Client, and the Bidders shall, not later than upon termination or expiration of this contract, deliver all such documents including the mother soft copies where detailed calculations and breakups are illustrated in CD/DVD(editable) & hard copies to the Client, together with a detailed inventory thereof. The Client may use the documents as a whole or in part as and where deemed necessary. The Bidders under this contract shall not have any right to raise any objection and claim in this regard. The payment will be released after satisfactory acceptance of these documents.

25.4 Works contract tax, labour welfare cess, service tax, vat, GST etc. including other taxes as applicable and admissible during the stipulated time for completion of project would be paid by the bidder. If any new tax is introduced / imposed and / or increased during the period of contract and after last date for submission of financial offer that would be paid as extra.

25.5 The successful bidder shall have to arrange necessary tests to ascertain design criteria during the period of assignment at his own risk and cost. No claim on this account shall be entertained by the Department.

25.6 Bid Documents may be dropped in the tender box by the person or be sent through registered post, speed post, courier post at the address specified. If the office happens to be closed on the date of receipt / opening of the financial bids as specified the bids will be received/opened on the next working day at the same time and venue. No late receipt of sealed financial bids after the stipulated time and date will be entertained. Any bid received after the closing time for submission shall be retained unopened.

25.7 The bidder shall have to remove all unused materials, derbies etc if any, after conducting sub-soil exploration at site at their own cost and risk as per instruction of the Engineer-in-Charge. Otherwise, @1(one) percent of the agreement amount will be deducted before making final payment by the Engineer-in-Charge.

**APPENDIX A****Details of Assignments Executed during last Five Years**

Sl No.	Year of Project	Client and his Address with Contact No.	Name of work viz. DPR, Project, with details	Total Project Cost	Payment Received	Remarks

*Please attach additional sheets, if necessary.*

Date:

Place:

Signature of the authorized Signatory

*Full Signature of the Bidder with seal & date*

**APPENDIX - B****PROPOSAL SUBMISSION FORM.**

From:  
(Name of Firm)

To  
The Superintending Engineer,  
Planning & Design Unit  
PWD (Water Resources),  
Kunjaban, Agartala  
Phone- 0381-2356301,  
Fax-0381-2353856

Subject: Consultancy Services to prepare detailed project report for  
**(1)Construction of Rain water Storage Reservoir on upper  
catchment of Haora river near Champaknagar in Tripura.**  
**(2)Rain water Storage Reservoir on upper catchment of  
Champacherra near Champaibari in Tripura.**

We, the undersigned, offer to provide the consulting services referred above in accordance with your Request for Proposal dated \_\_\_\_\_. We are hereby submitting our Proposal, which includes eligibility criteria of our Firm.

We understand you are not bound to accept any Proposal you receive.  
We remain,

Yours sincerely.

Authorized Signatory  
Name and Title of Signatory:  
Name of Firm:  
Address:

*Full Signature of the Bidder with seal & date*

**APPENDIX C****FINANCIAL PROPOSAL SUBMISSION FORM**

From:  
(Name of Firm)

To  
The Superintending Engineer,  
Planning & Design Unit  
PWD (Water Resources),  
Kunjaban, Agartala

Subject: Consultancy Services to prepare detailed project report for  
**(1)Construction of Rain water Storage Reservoir on upper catchment of Haora river near Champaknagar in Tripura.**  
**(2)Rain water Storage Reservoir on upper catchment of Champacherra near Champaibari in Tripura.**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated\_\_\_\_\_.  
Our financial proposal is as follows –

Sl No.	Component	Rs. in Figure	Rs. in Words
Consultancy Services to prepare detailed project report for-			
1.	Construction of Rain water Storage Reservoir on upper catchment of Haora river near Champaknagar in Tripura.		
2.	Rain water Storage Reservoir on upper catchment of Champacherra near Champaibari in Tripura.		
<b>Grand Total</b>			

We understand that for evaluation of the bids the total consultancy cost as quoted shall be considered and you have the option not to assign the job for the proof checking stage.

Our financial proposal shall be binding upon us subject to the modifications resulting up to the expiration of the validity period of the proposal, i.e., \_\_\_\_\_ [Date]. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act,1988.

We understand you are not bound to accept any proposal you receive.

We remain,  
Yours sincerely,

Authorized Signatory:

*Full Signature of the Bidder with seal & date*

Name and title of Signatory:  
Name of Firm:  
Address:

*Full Signature of the Bidder with seal & date*