



AGARTALA MUNICIPAL CORPORATION
AGARTALA

No. F.16(32)-UDD/DUD/2014(Shadow)/ 3355-3362 Dated: Agartala, 13-04-2017

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

No. 41/PNIT/EE/PD/AMC/2017-18, dated: 13/04/2017

Subject: - *Setting up of a Sewage Treatment Plant (STP) on turnkey basis to treat polluted water flowing to Bangladesh from Agartala through Akhaura Khal (2nd call).*

The Municipal Commissioner, AMC, on behalf of the Hon'ble Mayor, Agartala Municipal Corporation, Agartala, invites sealed Expression of Interest (EOI) only from the reputed CPSUs having suitable technical, financial & managerial capabilities for setting up of STP and also presently working in the state of Tripura under any state or GOI project having an established office in Tripura with necessary required infrastructure.

Bidder shall submit, along with its proposal, a Proposal Security (the "Proposal Security") for an amount of **Rs. 25,000/- (Rupees Twenty Five Thousand) only (refundable in case of unsuccessful bidders)** in the form of Demand Draft (DD) from Nationalized / Scheduled Bank in favour of "**Agartala Municipal Corporation**", payable at Agartala.

The proposals should be submitted in the Office of the Executive Engineer, Planning Division, Agartala Municipal Corporation, at 4th floor, City Centre Complex, Paradise Chowmuhani, Agartala latest by 3:00 P.M till 11/05/2017.

A **Pre bid conference** will be held on 25/04/2017 at 4:00 P.M in the chamber of the Municipal Commissioner, Agartala Municipal Corporation, at 2nd floor, City Centre Complex, Paradise Chowmuhani, Agartala.

The proposals will be opened at 4:00 P.M on 11/05/2017, if possible, in the presence of those bidders who choose to attend.

The CPSU(s) shall be solely responsible for any cost they may incur for site visit, transport, faxes, postage and telephones etc. in the process of submission of proposal. The Agartala Municipal Corporation, Agartala, reserves the rights at its absolute discretion to accept or reject any of the EOI without assigning any reason /reasons.

If they require any further information they may contact with the Executive Engineer, Planning Division, Agartala Municipal Corporation, Agartala, at 4th floor, City Centre, Complex, Paradise Chowmuhani, Agartala.


(*Debapriya Bardhan, IAS*)
Municipal Commissioner
Agartala Municipal Corporation



AGARTALA MUNICIPAL CORPORATION
AGARTALA

Expression of Interest (EOI)

For

Setting up of a Sewage Treatment Plant (STP) on turnkey basis to
treat polluted water flowing to Bangladesh from Agartala through
Akhaura Khal.

TECHNICAL BID DOCUMENT

AGARTALA MUNICIPAL CORPORATION,

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Section – 1, Letter of Invitation

1. Though adequate care has been taken in the preparation of this Request for Bid Document, the Central CPSU's should satisfy itself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office immediately. If no intimation is received by this office by the date mentioned in Section 3.4, it shall be deemed that the Request for Bid Document is complete in all respects and Central CPSU's is satisfied that the Request for Bid Document is complete in all respects.

Municipal Commissioner
Agartala Municipal Corporation,

2. Each prospective CPSU's should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources
3. AMC reserves the right to reject any or all of the Bids submitted in response to this Request for Bid at any stage without assigning any reasons whatsoever. AMC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP.
4. AMC reserves the right to change/ modify/amend any or all of the provisions of this Request for Bid. Such changes would be intimated to all parties procuring this Request for Bid.



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If they require any further information they may contact with the Executive Engineer, Planning Division, Agartala Municipal Corporation, Agartala, at 4th floor, City Centre, Complex, Paradise Chowmuhani, Agartala.

(Debapriya Bardhan, IAS)
Municipal Commissioner
Agartala Municipal Corporation

No. F.16(32)-UDD/DUD/2014(Shadow)/_____ Dated: Agartala, _____ 2017

Copy to: -

1. The Director, UDD, Govt. of Tripura for kind information.
2. The Superintending Engineer, AMC for information.
3. The Executive Engineer, Division–I/II/III/IV/Planning/DWS, AMC for information.
4. The PRO, AMC for Publication in 2 (Two) Major National Daily, all A-categories State Daily news papers both in Bengali and English and website of AMC for wide publicity.
5. In-charge e-governance cell, AMC for publication in the following web sites:
agartalacity.tripura.gov.in
tenders.gov.in
6. Notice Board, AMC, City Centre.
7. P.A.to Municipal Commissioner for information.
8. File No. 444/EE/PD/AMC/2015.

Copy also forwarded to: -

1. The Hon'ble Mayor, AMC for kind information.

Municipal Commissioner
Agartala Municipal Corporation

SCOPE OF WORK:-

AMC is envisaging to set up a Sewage Treatment Plant with Biological Nutrient Removal near Akhaura Check post to provide disposal of sewage and Prevent Pollution of storm water flowing through Akhaura Canal, prior to discharge into Bangladesh territory.

The scope of work envisaged are,

- a) Visiting the site, study the site conditions, collect the data required for preparation of report for the project.
- b) Interact with client and collect all requirements for proper planning, capacity assessment and designing of the proposed Sewage Treatment Plant to lake standards as per the requirement of LDA standards including Biological Nutrient removal.
- c) Carryout topographical survey and soil investigation for the proposed Treatment plant site.
- d) Carryout sewage sample analysis for process design.
- e) Based on the topographical survey and soil investigation details, study the technology option for selection of treatment methods which require minimum land requirement and propose the Capacity of treatment plant to be set up in Modules for present demand and for future demand preferably in three Modules and to submit the lay out plan of the comprehensive plant with block diagram and dimensions of each blocks clearly indicating the actual space required to set up the plant.
- f) Carry out process, hydraulic design for the STP with necessary process for all the Modules under comprehensive design.
- g) Prepare cost estimate required for approval from AMC for all the Modules under comprehensive design.
- h) Prepare 'Detailed Project Report' for the above project for all the Modules under comprehensive design.
- i) To give Technical presentations at various levels for approvals.
- j) To set up and commissioning of the plant.

2. Eligibility Criteria:

- a) Any Central CPSUs having suitable technical, financial and managerial capabilities are eligible to apply.
- b) CPSUs must have an established office in Tripura with necessary infrastructure required.

3. Qualification information:-

A. Technical Qualification.

1. The CPSU should have completed at least one similar assignment of capacity 8 MLD under Central / State Govt. or any ULBs. Documentary proof shall be submitted along with the bid.
2. The CPSU shall have resource persons in each of the discipline of process, civil, electrical and mechanical.

B. Financial :-

1. The consultant should have a minimum annual financial turnover of **Rs. 50.00 Lakhs** in each of the last five years. Documentary proof in the form of attested balance sheet for last 3 years shall be submitted.
2. The company should not be a loss making in last 3 years. The audited balance sheet should be submitted for last 3 years.
3. The tender comprises two-cover system of (i) Technical Bid and (ii) Financial Bid. The Technical bid containing details of their capability to undertake the tender and scope of service to be carried out, which will be opened first and financial bid contains Bill of quantities (BOQ), which will be opened simultaneously. (The intending bidders shall furnish the relevant experience certificates).

4. Any effort by the consultant to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.
5. A successful tender will have to execute an agreement with the Agartala Municipal Corporation within 7(seven) days upon receipt of intimation along with Performance Security of 10 (ten)% of the contract price for Project Management Consultancy and Quality assurance in the form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Agartala. The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.
6. Agartala Municipal Corporation reserves the right to accept / reject any or all tenders without assigning any reasons.
7. Corrigendum's / modifications / corrections, if any, will be published in the website only.

Municipal Commissioner
Agartala Municipal Corporation
Agartala, West Tripura

SECTION 2 - INFORMATION TO CPSU's

2. INTRODUCTION

2.1 Agartala Municipal Corporation (AMC), "the client" is desirous of obtaining early Services for Preparation of Detailed Project Report including drawings, design, estimate and implementation of for Setting up of a Sewage Treatment Plant (STP) to treat polluted water flowing out to Bangladesh from Agartala.

2.2 **The objectives and description of the services are:**

2.2.1 Feasibility study, Detailed Project Report consisting of Topographic survey, to carryout the Soil investigation, Evaluation of alternatives, Identifying Utilities for shifting, Selection of construction technology / Methodology which requires minimum land for STP, framing Design concepts of Treatment Plant, aesthetics of Plant and other urban design elements, prepare concept plan acceptable to AMC after proper analysis, exhibiting animated views of the Treatment Plant.

To set up the Sewage Treatment Plant after detailed analysis of the Plant.

- ❖ To carryout topographical survey details.
- ❖ To carry out detailed field investigation, detailed geo-technical investigation etc.
- ❖ To introduce and promote improved standards, specifications and practices for design and construction.
- ❖ To prepare detailed cost estimate, bill of quantities (BOQ), drawings, check the construction drawings and detailed designs for Completion of the project.
- ❖ To set up the plant.

2.3 **TIME SCHEDULE:**

The proposed project is to be constructed quickly to provide early relief to Water Pollution in the Lake, and hence the selected CPSU is expected to complete his services speedily. The Bidders may note that the Client will be closely monitoring the progress of the Assignment and any deficiencies in performance will invite penalties and termination. The total time for submission of Feasibility Report, DPR, Estimate, Bid documents and tender drawings for inviting tenders for construction is **24 (twenty four) months** from the date of issue of work order.

CPSU's may prior to submitting their Bid are encouraged a site visit to have as assessment study of junctions and their characteristics at their own expense and obtain and ascertain for themselves, at their own responsibility, all technical data, market data and other information necessary for preparation and submission of their Bids. The CPSU shall be deemed to have full knowledge of the proposed functions whether physically inspected or not.

2.3.1 The CPSU's are invited to submit Technical & Financial bids, for the above Consultancy Services.

2.3.2 The Bid will be the basis for contract negotiations and ultimately, signing of a contract with the selected consultancy CPSUs.

2.3.3 CPSU's must familiarize themselves with local conditions and take them into account in preparing the Bids. To obtain first-hand information on the Assignment and on the local conditions, CPSUs are encouraged to pay a visit to the Client's office before submitting a Bid.

2.3.4 CPSU's who have set up an office including design office in Agartala will only be considered.

A) Please note that :-

- (i). The costs of preparing the Bid and of negotiating the contract, including visits to the Client site, are not reimbursable.

(ii) The Client is not bound to accept any of the Bids submitted.

B) Conflict of Interest:

(i) The CPSUs shall provide objective, impartial advice and hold the client's interests paramount without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

(ii) The CPSUs which has been engaged by the AMC to provide consultancy services for a Treatment Plant shall be disqualified for providing goods or works or services related to assignments for the same Treatment Plant to any of the construction agencies. CPSUs should clarify their situation in this respect to the Client.

2.3.5 The CPSU's (including their affiliates / associated / partners) shall observe the highest standard of ethics during the selection and execution of contract. In pursuance of this policy AMC:-

(a) Will reject a Bid for award if it determines that the CPSUs recommended for award has engaged in corrupt or fraudulent activities in competing the contract in question.

(b) Will cancel the CPSUs contract if at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the CPSU's or their associates during the selection process or the execution of that contract.

(c) Will declare a CPSUs ineligible, either indefinitely or for a stated period of time, to be awarded a AMC financed contract if it at any time determines that the CPSUs has engaged in corrupt or fraudulent practices in competing for, or in executing a AMC financed contract; and.

For the purposes of above:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a AMC official in the selection process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment to AMC, and includes collusive practices among CPSUs (prior to or after submission of Bids) designed to establish prices at artificial, non-competitive levels and to deprive AMC of the benefits of free and open competition.

(iii) Will reject a proposal for award if it determines that the CPSU's recommended for award has engaged in corrupt or fraudulent activities in competing the contract in question.

(iv) Will declare a CPSUs ineligible, either indefinitely or for a stated period of time, to be awarded Government of Tripura- financed contract if it at any time determines that the CPSU's has engaged in corrupt or fraudulent practices in competing for, or in executing, or Government of Tripura- financed contract, and

(v) Will have the right to require that, Government of Tripura to inspect CPSU's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by Government of Tripura.

2.3.6 CPSU's shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any clients in India or abroad, in accordance with the above sub Para 2.3.5 (C)

2.3.8 CPSU's shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2.3.9 Clarification and Amendment of RFP documents.

(i) CPSU's may request a clarification of any item of the RFP document up to 20 days from the date of notification. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited CPSUs who intend to submit proposals.

- (ii) At any time before the submission of Proposals, the Client may, for any reasons, whether at its own initiative or in response to a clarification requested by an invited CPSU's, modify the RFP documents by amendment. Any amendment shall be issued in writing through agenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited CPSU's and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

2.4 Preparation of Bids

2.4.1 CPSU's are requested to submit Bid written in the language (s) specified in the data sheet.

2.4.2 Technical Bid:

- ❖ In preparing the Technical Bid, CPSU's are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Bid.
- ❖ While preparing the Technical Bid, CPSU's must give particular attention to the following:

- i) Proposed key professional and their required experience capable of providing the necessary services.
- ii) It is desirable that the majority of the key professional staff proposed be permanent employees.
- iii) Alternative professional staff shall not be proposed and only one curriculum vitae.
- iv) Reports to be issued by the CPSU's as part of this assignment must be in the languages(s) specified in the Data Sheet. It is desirable that the CPSU's's personnel have a working knowledge of English.

2.4.3 The Technical Bid should provide the following information.

(i) Site Appreciation.

(ii) Approach & Methodology

(iii) Innovative solutions for speedy Project Completion.

(iv) Work programme and manning schedule

(v) Key personnel & other experienced

(vi) Setting up of the plant.

- ❖ Qualification of Key Personnel
- ❖ Relevant experience of Key personnel and backup support
- ❖ Number of permanent staff.

(vi) The Technical proposal shall not include any Financial information.

(vii) CV's recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Technical bid submission Form). Key information should include number of years working for the CPSU's entity, and degree of responsibility held in various assignments with the CPSU's.

2.4.4 Financial Bid:

The financial Bid as fees should be submitted separately as indicated in the data sheet. The fees may be indicated in the formats furnished in Section 6.

2.4.5 The CPSU should **include** the cost of topographic survey, soil investigations, any other surveys and investigations required for preparation of Detailed Project Report and such information necessary to be provided to the contractors to assess the cost while tendering.

2.4.6 In preparing the Financial Bid, CPSU's are expected to take into account the requirements and conditions of the RFP document and as given in the Data Sheet. The quoted fee shall be all inclusive, containing all costs associated with the Assignment, including (a) remuneration for staff (in the field and at headquarters), and (b) reimbursable such as subsistence (per diem, housing), transportation (international and local, for mobilization

and demobilization), services and equipment (vehicles, offices equipment, furniture, and supplies), office rent, insurance, printing of documents and surveys etc.

2.4.7 Costs and fees must be expressed, and will be paid, in the currency mentioned in the data sheet.

2.4.8 Bids must remain valid for a period of 90 days. During this period, CPSU's are expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Bid validity period is extended, the CPSU's have the right not to maintain their Bid.

2.4.9 An agreement in usual format shall be drawn up and entered into with the successful CPSU for the consultancy work entrusted to him on negotiated terms and conditions within the stipulated time as per LOI.

2.5 SUBMISSION, RECEIPT AND OPENING OF BIDS

2.5.1 The Bids shall be submitted offline.

2.5.2 First the Technical Bid will be opened at the time and date specified in the data sheet. The same will be evaluated. The objective of evaluation will be to ascertain the capability of the CPSU to achieve the requirements of the assignment as well as responsiveness of Bid based on the eligibility criteria.

2.6 DESCRIPTION OF THE SELECTION PROCESS

2.6.1 The Bids received would be subject to a responsiveness check followed by a step-wise evaluation procedure as described below.

2.6.2 Responsiveness of Bid

The Bids submitted by CPSU CPSU's shall be initially scrutinized to establish "Responsiveness". A Bid may be deemed "Non-responsive" if it does not satisfy any of the following conditions:

- ❖ It is not received by the due date and time specified.
- ❖ It does not include sufficient information for it to be evaluated and/or is not in the formats specified

The "Responsive" Bids shall be evaluated in the following stages by a Tender scrutiny committee constituted by AMC

2.6.3 Evaluation of Technical Bid

(i) Evaluation of Technical bid would be based on the basis of Eligibility criteria.

(ii) The evaluation committee appointed by the Client as a whole, will evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference.

2.6.4 Evaluation of Financial bids

The financial Bid of technically qualified CPSU CPSU's shall be evaluated in the following method:

1. The detailed contents of each of Financial Bids will be reviewed subsequently by AMC.
2. The Financial Bid shall be reviewed to ensure that the figures provided therein are Consistent.
3. Financial Bids will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary.
4. If a discount has been offered in any Financial Bid, such discount will be applied prorate.

2.6.5 AMC reserves the right to reject, at its sole discretion, any or all evaluated Financial Bids and if necessary, call for submission of new Financial Bids.

2.6.6 The Bidders are advised to quote the price accordingly. In addition, the statutory service tax as applicable shall be reimbursed separately, on actual basis. Thus the Financial Bid should include all taxes excluding service tax.

2.6.7 All duties, taxes and other levies payable by the Bidders in respect of the transaction between the Bidders and their vendors/sub-suppliers shall be included in the price bid and no claim on this behalf will be entertained by AMC. All taxes, duties and levies (except service tax) in respect of the transaction between AMC and Bidders shall be included in the Price Bid.

2.6.8 The evaluation committee will determine whether the financial Bids are complete, correct any computational errors and correct prices in local currency (IR).

2.7 Negotiations

2.7.1 Negotiations will be held at the office of the Superintending Engineer, AMC, and Agartala. The invited CPSU will, as a pre-requisite for attendance at the negotiations, CPSU's availability of all nominated experts and satisfy such other pre-negotiation requirements as the AMC may specify. Failure in satisfaction of such requirements may result in the AMC proceeding to negotiate with the next lowest CPSU. Representatives conducting negotiations on behalf of the CPSU's must have written authority to negotiate.

2.7.2 The Client shall prepare minutes of the negotiations, which will be signed by the Client and the CPSU. The aim is to reach an agreement on all points and initial a draft contract after the conclusions of negotiations.

2.7.3 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the CPSU will initials the agreed contract. If negotiations fail, the Client will invite the CPSU's whose bid is next lowest (L2) to negotiate a contract.

2.7.4 Confidentiality Negotiations

Information relating to evaluation of Bids and recommendations concerning contract award shall not be disclosed to CPSU's who submitted Bids or to other persons not officially concerned with the Selection process until the winning CPSU's has been notified and contract awarded.

2.8 Award of Contract

After completion of negotiations, the Client shall award the contract to the selected CPSU and promptly notify the other CPSU's who submitted Bids that they were unsuccessful.

Notification on Award of Contract for the CPSU will be made in writing to the successful Bidders by AMC.

The selection of CPSU will be at the sole discretion of AMC who reserve their rights to accept or reject any or all the Bids without assigning any reason. AMC reserves the right to call for additional information from the Bidders CPSU's.

2.9 RIGHT OF REJECTION

AMC reserves the right to reject any or all Bids, to waive any informality in such Bids, to request new Bids, to revise the RFP prior to, and including, withdraw this RFP, not award the work, or not award a portion of the work at any time. The receipt of Bids shall NOT in any way, obligate the AMC to enter into a consultancy agreement, lease or any other contract of any kind with any CPSU. All submitted copies of the Bids shall become the property of AMC.

SECTION - 3 - DATA SHEET

3.1 Name of the Client:

AGARTALA MUNICIPAL CORPORATION

The client's address is:

Municipal Commissioner
Agartala Municipal Corporation
City Centre, Paradise Chowmuhani
Agartala, West Tripura

Clarification, information, submission of Bid and / or all correspondence to be sent to the above address.

3.2 Bid Requirements:

One Technical bid and one Financial bid.

3.3 Assignment:

3.3.1 Feasibility study, Detailed Project Report consisting of Topographic survey, to carryout the Soil investigation, Evaluation of alternatives, Identifying Utilities for shifting, Selection of construction technology / Methodology, aesthetics of Plant and other urban design elements, prepare concept plan acceptable to AMC after proper analysis.

- ❖ To carryout topographical survey details.
- ❖ To carry out detailed field investigation, detailed geo-technical investigation etc.
- ❖ To introduce and promote improved standards, specifications and practices for design and construction, which require minimum land requirement for STP.
- ❖ To prepare detailed cost estimate, bill of quantities (BOQ, drawings, construction drawings and detailed designs.
- ❖ To set up the plant (implementation and commissioning).

3.4 The language (s) to submit Bids is : English

Reports which are part of the assignment must be written in the following language: English.

3.5 The Technical Bid should include:

1) A list of concurrent commitments and also indicate availability of their staff with relevant experience, who could be mobilized by them at short notice, which will allow them to complete the assignment within a short period. The following details should be given;

- a) Name of assignment.
- b) Date of entering into the assignment.
- c) No. of man months required to complete it.
- d) Is any of the key staff whose CV is enclosed working on the assignment.

All these should be substantiated by relevant details. No change of key personnel is permitted without prior written permission of AMC, Such changes may be permitted subject to satisfactory replacement.

- 2) The composition of the proposed staff team, the task assigned to them and their timings.
- 3) Details to demonstrate capacity to mobilize resources properly so as to complete the assignment in time.
- 4) Other details asked for in the formats enclosed.

3.6 FINANCIAL BID

The Assignment covers consultancy services for preparation of Detailed Project Report, Estimate, Bill of quantities and bid documents for construction of Sewage Treatment Plant to provide disposal of sewage of Akhaura Canal and Prevent Pollution of storm water flowing through Akhaura Canal, prior to discharge into Bangladesh territory.

3.7

a) Payments shall be made according to payment schedule.

b) No escalation clause or conditions in price bid will be entertained. Such offers may, at the discretion of AMC, be rejected.

c) Payment stages will be as per respective section under Terms of Reference.

3.8 Taxes: All taxes shall be included in the offer, including the service tax, which shall not be paid extra.

3.9 The currency in which the Bids can be expressed and contract payments will be made is: Indian Rupees.

3.10 Bids must remain valid for 90 days after the submission date.

3.11 The address to bring information to the client is:

Executive Engineer (Planning),
Agartala Municipal Corporation,
City Centre, Paradise Chowmuhani,
Agartala, West Tripura.

3.12 The address for negotiations is :

Municipal Commissioner,
Agartala Municipal Corporation,
City Centre, Paradise Chowmuhani,
Agartala, West Tripura.

SECTION 4 - TERMS OF REFERENCE

4.1 PROJECT:

AMC is desirous of engaging consultancy services for preparation of detailed project report and bid documents for construction of Sewage Treatment Plant with Biological Nutrient Removal near Akhaura Gate to provide disposal of sewage of Akhaura Canal and Prevent Pollution of storm water flowing through Akhaura Canal, prior to discharge into Bangladesh territory.

4.1.1 The Project

AMC intends to procure the services of a CPSU's to carry out the detailed project report and construction of Sewage Treatment Plant with Biological Nutrient Removal near Akhaura Gate to provide disposal of sewage of Akhaura Canal and Prevent Pollution of storm water flowing through Akhaura Canal, prior to discharge into Bangladesh territory.

The studies would be as follows:

4.1.2 Feasibility study, Detailed Project Report consisting of Topographic survey, to carryout the Soil investigation, Evaluation of alternatives, Identifying Utilities for shifting, Selection of construction technology / Methodology, aesthetics of Plant and other urban design elements, prepare concept plan acceptable to AMC after proper analysis.

- ❖ To carryout topographical survey details.
- ❖ To carry out detailed field investigation, detailed geo-technical investigation etc.
- ❖ To introduce and promote improved standards, specifications and practices for design and construction, which requires minimum land for STP.
- ❖ To prepare detailed cost estimate, bill of quantities (BOQ), drawings, construction drawings and detailed designs.
- ❖ To set up the plant.

SCOPE OF WORK

AMC is envisaging to set up a Sewage Treatment Plant with Biological Nutrient Removal near Akhaura Check post to provide disposal of sewage and Prevent Pollution of storm water flowing through Akhaura Canal, prior to discharge into Bangladesh territory.

The scope of work envisaged are,

- a) Visiting the site, study the site conditions, collect the data required for preparation of report for the project.
- b) Interact with client and collect all requirements for proper planning, capacity assessment and designing of the proposed Sewage Treatment Plant to lake standards as per the requirement of **LDA** standards including Biological Nutrient removal.
- c) Carryout topographical survey and soil investigation for the proposed Treatment plant site.
- d) Carryout sewage sample analysis for process design.
- e) Based on the topographical survey and soil investigation details, study the technology option for selection of treatment methods which require minimum land requirement and propose the Capacity of treatment plant to be set up in Modules for present demand and for future demand preferably in three Modules and to submit the lay out plan of the comprehensive plant with block diagram and dimensions of each blocks clearly indicating the actual space required to set up the plant.
- f) Carry out process, hydraulic design for the STP with necessary process for all the Modules under comprehensive design.
- g) Prepare cost estimate required for approval from AMC for all the Modules under comprehensive design.
- h) Prepare 'Detailed Project Report' for the above project for all the Modules under comprehensive design.
- i) To give Technical presentations at various levels for approvals.

j) To set up the plant.

8. Evaluation of Proposals

The Proposals shall be evaluated as per the parameters set below and ranked accordingly. The selection criteria for awarding of the contract for this work will be based on technical and financial evaluation of the Proposal made by the Bidder. The evaluation of Technical Proposal will be based on the Bidder's experience and the experience of the personnel. Formats of submission for the evaluation are given in Appendix. The submissions without relevant supporting like copy of completion certificate/ work order will not be considered for evaluation.

9. **Technical Proposal**

The Technical Proposals of the eligible Bidders shall be further evaluated on the basis of detailed marking system as mentioned below:

Detailed Marking System

Sl. No.	Evaluation Criteria	Marks Allotted	Maximum Marks
A	Experience		50
A1	The Bidder should have prepared DPRs and constructed in last five years for any Sewage or sewerage treatment plan as per the Guidelines of Govt. of India. 10 projects – 30 marks 5 project - 15 marks	30	
A2	Experience in, financial Detailed Project study, bid process management for Sewage or sewerage treatment plan as per the Guidelines of Govt. of India. infrastructure projects in last 5 years having project cost of at least 20 Crs.	20	
B	Background, experience and qualifications of the Key Personnel proposed to be assigned to the work, including their familiarity with similar work undertaken by agency. CV's of the following experts should be enclosed		50
B1	Team Leader – The Team Leader should be graduate / post graduate with adequate experience in Sewage / sewerage or similar projects.	15	
B2	Structural Engineer - He should be a civil engineer with Master Degree in structural engineering and experience of minimum 5 years in civil structural design works.	10	
B3	Mechanical Engineer – A Mechanical Engineer with at least 5 years of experience.	5	
B4	Electrical Engineer - A Electrical Engineer with at least 5 years of experience.	5	
B5	Quality Monitoring Engineer having 5 years of experience in sewage / Sewage quality monitoring works.	5	
B6	Hydraulic Engineer of 5 years experience in relevant works	5	
B7	Quantity surveyor having 5 years experience in relevant field.	5	
	Total		100

10. The Bidder should take enough care to submit all the information sought by the Authority in the desired formats. The Proposals are liable to be rejected if information is not provided in the desired formats. The Technical Proposals will be evaluated out of 100 marks.

11. The Technical Proposals, which are found acceptable in accordance with Clause 2.2.1, shall be deemed as responsive proposals. The Bidders with such responsive proposals and securing technical score of minimum **60 marks** would be considered as **Technically Qualified Bidders** and would be eligible for next stage of the Bidding Process i.e. Financial Evaluation.
12. The Authority will open “Financial Proposal” of only of Technically Qualified Bidders in accordance with Clause 2.3.3 below.

13. Financial Proposal

The Bidders are required to quote a lump sum fee inclusive of all prevailing taxes and fees except the statutory service tax.

The Financial Proposal of only Technically Qualified Bidders shall be eligible for opening. Financial Proposals of all Technically Qualified Bidders will be opened for which intimation will be given to all qualified Bidders who so desire can remain present. The score on Financial Proposal will be calculated in the following manner:

The Proposal with lowest price will be awarded 100 points. Financial scores (SF) of other Bidders shall be inversely proportional to their quoted prices. The Formula used to calculate the financial scores will be:

$$S_F = 100 \times F_L / F$$

Where:

S_F = The financial score of the Financial Proposal being evaluated

F_L = The price of lowest priced Financial Proposal

F = The price of Financial Proposal under consideration

9. Weightage of Technical and Financial Proposal

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores using the weights Technical: Financial = 60:40 and calculated as:

$$S = S_T \times 60\% + S_F \times 40\%$$

Where

S = Combined Score of the Bidder/Bidder

S_T = the Technical Score

S_F = the Financial Score

Total score will be worked out by adding the weighted marks of technical and financial Proposals.

4.1.3 EOI and Contract Documents and Pre-Contract Services.

EOI Documents.

i) EOI documents as directed by the client shall be prepared, for pre-qualification of the contactors, and main bid document.

The CPSU shall prepare two (2) sets of tender documents for approval, which shall consist of at least the following sections:

4.1.4 Criteria for Designs

The designs evolved by the CPSU shall conform to the following criteria:

- a) To require minimum land for construction of STP and ease of constructability.
- b) To be amenable for fast construction
- c) To be economical
- d) To be flexible to take care of services where they cannot be shifted
- e) To be innovative with good aesthetics and in harmony with environment.
- f) To be prepared quickly.
- g) To be based on proven experience for other urban projects constructed on a fast-track basis
- h) To avoid land acquisition as far as possible
- i) To have Minimum operation and Maintenance cost

4.5 REPORTS

4.5.1 Detailed Engineering Designs and Drawings both in Hard copies / Soft copies.

4.5.2 All reports and documents relevant to the project, maps, field survey notes / calculations, etc shall become the property of AMC, CPSU shall provide the originals and soft copies of all the maps, plans and all drawings. CPSU shall provide soft copy of all data, design and drawings, maps, plans, documents, reports and presentations etc.

4.5.3 Reports should consist of:

- ❖ Feasibility study
- ❖ Detailed engineering report
- ❖ Tender document
- ❖ Tender evaluation Report

4.6 Time schedule :

The total time for submission of Feasibility Report, Detailed Project Report, Estimate, Bill of quantities and drawings for construction is **60(Sixty) days** from the date of issue of work order and total time for setting up of the STP is **24 (twenty four) months** from the date of issue of work order.

4.7 Key Professional Staff

Key Personnel and experience required:-

1) Environmental Engineer cum Team Leader	: 1 (One) No.
2) Structural Engineer	: 1 (One) No.
3) Mechanical Engineer	: 1 (One) No.
4) Quality Monitoring Engineer	: 1 (One) No.
5) Electrical Engineer	: 1 (One) No.
6). Quantity Surveyor	: 1 (One) No.
7). Hydraulic Engineer	: 1 (One) No.
8) Other support staff	: As per requirement

4.8 SPECIFIC RESPONSIBILITIES OF THE CPSU

i) The CPSU shall be fully responsible for collecting data and information from Government and other agencies. All information data and reports obtained from the Government and other agencies in the execution of the services shall be properly reviewed and analyzed by the CPSU. The responsibility for the correctness of using such data shall rest with the CPSU. All such information, data and report shall be treated as confidential.

ii) The CPSU shall be responsible for arranging necessary office facilities, transportation, equipment supplies, surveys, investigations, testing, secretarial services and all other input required for the purpose of the services.

iii) The CPSU shall make his own arrangements for document reproduction, printing and reproduction of all study reports during the course of the study.

4.9 OBLIGATIONS OF THE CLIENT

i) Liaison and Access

The AMC shall provide liaison with other Government agencies and Departments for the introduction of the CPSU. The CPSU shall be given unhindered access to the relevant agencies in order to carry out the study.

4.10 Payment schedule: After completion and commissioning.

4.11 Performance Security

4.11.1 The successful CPSU shall furnish performance security of 10 (ten) % of the cost (fee) in the form of Bank guarantee and the same will be returned only after successful completion of the Assignment. Bank Guarantee shall be issued either by a nationalized bank /schedule bank payable at Agartala.

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the 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 the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of Tripura;
- (g) "Local currency" means Indian Rupees;
- (h) "Member", in case the CPSU's consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the CPSU's' rights and obligations towards the Client under this Contract.
- (i) "Party" means the Client or the CPSU's, as the case may be, and Parties means both of them;
- (j) "Personnel" means persons hired by the CPSU's or by any Sub-CPSU as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)
- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) "Services" means the work to be performed by the CPSU's pursuant to this Contract as described in Appendix A; and
- (m) "Sub-CPSU" means any entity to which the CPSU's subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (n) "TOR" means Terms of Reference.
- (o) 'Third party' means any person or entity other than the Government, the Client, the CPSU's, or a Sub-CPSU.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been 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 address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Tripura or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the CPSU's may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The CPSU's, Sub-CPSU's and their Personnel shall pay such taxes, duties, and fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The CPSU's shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

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

2.5 Force Majeure

2.5.1 Definition

For the purposes 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 under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 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.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the CPSU's shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

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

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the CPSU's, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the CPSU's do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) If the CPSU's (or any of their Members) become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the CPSU's are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the CPSU, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice," means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOT, and includes collusive practice among CPSU's (prior to or after submission of proposals) designed to establish prices at artificial noncompetitive levels and to deprive GOT of the benefits of free and open competition.

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

2.7.2 By the CPSU's

The CPSU's may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- (a) if the Client fails to pay any monies due to the CPSU's pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty five (45) days after receiving written notice from the CPSU's 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 CPSU's may have subsequently approved in writing) following the receipt by the Client of the CPSU's notice specifying such breach;

(c) if, as the result of Force Majeure, the CPSU's are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, 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 GC 3.3 hereof;

(iii) The CPSU's obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and

(iv) Any right, which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the CPSU's shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the CPSU's and equipment and materials furnished by the Client, the CPSU's shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.90.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the CPSU's (after offsetting against these payments any amount that may be due from the CPSU to the Client): (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.71 or in Clause 2.7.2 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 GC 7 hereof, and this Contract shall be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the CPSU's:

3.1 General

The CPSU's shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The CPSU's shall always act, in respect of any matter relating to this Contract or to 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-CPSU's or third parties.

3.2 Conflict of Interests

3.2.1 CPSU's Not to Benefit from Commissions, Discounts, etc.

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

3.2.2 Procurement Rules of Funding Agencies

If the CPSU's, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the CPSU's shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the CPSU's in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 CPSU's and Affiliates not to engage in certain Activities

The CPSU's agree that, during the term of this Contract and after its termination, the CPSU's and their affiliates, as well as any Sub-CPSU and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities the CPSU's shall not engage, and shall cause their Personnel as well as their Sub-CPSU's and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activities in the Government of Tripura which would conflict with the activities assigned to them under this Contract; and
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The CPSU's, their Sub-CPSU's, 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, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be taken out by the CPSU's

The CPSU's (a) shall take out and maintain, and shall cause any Sub-CPSU's to take out and maintain, at their (or the Sub-CPSU's', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Accounting, Inspection and Auditing

The CPSU's (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year 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 appointed by the Client.

3.6 CPSU's' Actions Requiring Client's Prior Approval

The CPSU's shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-CPSU and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the CPSU's shall remain fully liable for the performance of the Services by the Sub-CPSU and its Personnel pursuant to this Contract;

(b) Appointing such members of the Personnel not listed by name in Appendix C ("CPSU's", Sub-CPSU's" and "Key Personnel), merely by title but not by name;

(c) Any other action that may be specified in the SC.

3.7 Reporting Obligations

The CPSU's shall submit to the Client the reports and documents specified in the form, in the numbers, and within the periods set forth.

3.8 Documents Prepared by the CPSU's to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and the software if any submitted by the CPSU's in accordance with Clause 3.6 shall become and remain the property of the Client, and the CPSU's shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The CPSU's may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the CPSU's by the Client or purchased by the CPSU's 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 CPSU's 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 instructions. While in possession of such equipment and materials, the CPSU's, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. CPSU's' Personnel and Sub-CPSU's

4.1 General

The CPSU's shall employ and provide such qualified and experienced Personnel and Sub-CPSU's as are required to carry out the Services.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the CPSU's' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his / her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 3.1.1, hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the CPSU's by written notice to the Client, provided

(i) that such adjustment shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and

(ii) That the aggregate of such adjustment shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract. Any other such adjustments shall be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the CPSU's, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

4.3 Approval of Personnel

The Key Personnel and Sub-CPSU's listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the CPSU's propose to use in the carrying out of the Services, the CPSU's shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, Etc.,

(a) Working hours and holidays for Key Personnel are set forth.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified hereto, and except as specified in such Appendix, the CPSU's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth. Any taking of leave by Personnel shall be subject to the prior approval by the CPSU's who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the CPSU's, it becomes necessary to replace any of the Key Personnel, the CPSU's shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the CPSU's shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the CPSU's may wish to claim as result replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the CPSU's shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Project Manager

If required by the SC, the CPSU's shall ensure that at all times during the CPSU's performance of the Services a resident Project Manager, acceptable to the Client, shall take charge of the performance of such Services.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) 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;
- (b) Assist the CPSU's and the Personnel and any Sub-CPSU's employed by the CPSU's for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) Provide to the CPSU's, Sub-CPSU's and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

The Client warrants that the CPSU's 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 the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the CPSU's 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 CPSU's or any Sub-CPSU or the Personnel of either of them.

5.3 Services, Facilities and Property of the Client

The Client shall make available to the CPSU's and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described at the times and in the manner specified, provided that if such services, facilities and property shall not be made available to the CPSU's as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the CPSU's for the performance of the Services, (ii) the manner in which the CPSU's shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the CPSU's as a result thereof pursuant to Clause GC 6.1 (c) hereinafter.

5.4 Payment

In consideration of the Services performed by the CPSU's under this Contract, the Client shall make to the CPSU's according to payment schedule.

6. Settlement of Disputes

6.1 Amicable Settlement

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

6.2 Dispute Settlement

6.2.1 If the CPSU is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

6.2.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

6.2.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

6.2.4. All disputes should be settled under the jurisdiction of Agartala Court only.

7. Accountability

7.1 The detailed project report / tender documents / designs of the structure / part of a structure shall be to the standards. Deficiency in the designs / structural designs / detailing if any will be the responsibility of the CPSU whether noticed during construction / part completion of a particular structure / component or completion of the entire structure.

7.2 The additional cost if any for implementing any change or rectifications due to fault or deficiency in design will have to be borne by the design CPSU.

7.3 In addition BDA reserves the right to recover the performance security amount vested with BDA in the form of Bank guarantee given by the CPSU against performance guarantee.

9. Penalty

9.1 The client reserves the right to levy an additional penalty upto 10% of the total consultancy fee for non-performance of a particular task / entire task in accordance with the programme furnished by the CPSU. The penalty will be deducted from each bill received from the CPSU.

SECTION – 5

TECHNICAL BID – SUBMISSION FORMS

- ❖ Technical Bid submission form
- ❖ Composition of the team and task(s) of each team member.
- ❖ Curriculum vitae of proposed professional staff
- ❖ Activity (work) schedule.

TECHNICAL BID SUBMISSION FORM

(Location, Date)

From:

To:

Municipal Commissioner
Agartala Municipal Corporation

Sir,

Sub: Consultancy Services for Preparation of Detailed Project Report for Setting up of an Sewage Treatment Plant (STP) to treat polluted water flowing out to Bangladesh from Agartala.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Bid dated _____, We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid.

If negotiations are held during the period of validity of the Bid, i.e 90 days from submission we undertake to negotiate. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake that if the work is awarded, we will execute the work from the office in Agartala. The designs, drawings etc., will be done from our office at Agartala.

We have examined in detail and have understood the terms and conditions stipulated in the Document issued by AMC and in any subsequent communication sent by AMC. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the or in any of the subsequent communications from AMC. Our Bid contains no conditions.

The information submitted in our Bid is complete, is strictly as per the requirements as stipulated, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the CPSU's

Address

Contact Person:

Telephone:

Appendix C

COMPOSITION OF THE TEAM PERSONNEL, AND TASK (S) OF EACH TEAM MEMBER.

1. Technical / Managerial Staff (Key Professional)

Sl.No	Name	Qualification	Position	Experience (in No. of Years)	Task
1.					
2.					
3.					
4.					

2. Support Staff

Sl.No	Name	Qualification	Position	Experience (in No. of Years)	Task
1.					
2.					
3.					
4.					

C.V's in the above format, of the personnel shall be submitted with signature.

FORMAT OF CURRICULUM VITAE (C.V) FOR PROPOSED KEY PERSONNAL STAFF.

Proposed Position:

Name of the CPSU's:

Name of Staff:

Profession:

Date of Birth:

Years with CPSU's / Entity: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications: _____

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and location. Use about half a page)

Education: _____

(Summarize College / University and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.)

Employment Record: _____

(Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references. Where appropriate. Use about three-quarters of a page)

Languages:

(for each language indicate proficiency: excellent, good, fair, or poor, in speaking, reading and writing)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.

_____ Date: _____

(signature of staff member and authorized representative of the CPSU's) Date / Mon / Year

Full name of staff

Member: _____

Full name of authorized representative of

CPSU's: _____

SECTION – 6

Name of work: - Setting up of a Sewage Treatment Plant (STP) on turnkey basis to treat polluted water flowing to Bangladesh from Agartala through Akhaura Khal.

FINANCIAL BID

SI No.	Particulars	Unit	Rate in figures	Rate in words	Amount
1.	Setting up of a Sewage Treatment Plant (STP) on turnkey basis to treat polluted water flowing to Bangladesh from Agartala through Akhaura Khal. i. Soil investigation ii. Topographical survey iii. All drawings, designs & structural details iv. Detailed cost estimate v. Implementation vi. Commissioning	1 job			
	Total Rs				
	Total in Words				

Form of Bank Guarantee for Performance Security
(Reference TOR Clause 4.11 of Contract)
(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____ Date: _____

To:

_____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as performance security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby a CPSU that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____ [amount of guarantee] Rupees _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. _____ [amount of guarantee] Rupees _____ [in words] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Guarantee Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address: _____
Date _____

Note: The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in Agartala.