



सत्यमेव जयते

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

TENDER DOCUMENT

FOR

Name of Work : Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB).

SH: - Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).

Executive Engineer
Border Fencing Division-I, CPWD, IBBZ-I,
Dabgram, Siliguri-734001
Phone No : (03522)-249031, Email : sileescdibbz.cpwd@nic.in
Phone No. 0353-2597141

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TENDER DOCUMENT

NIT No:	04/NIT/SE/BFC-I/IBBZ-I/2026-27
Name of Work:	Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB). SH: - Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).
Estimated cost put to tender	Rs. 93,31,000/-
Earnest Money	Rs. 1,86,620/- (To be returned after receiving performance Guarantee)
Performance Guarantee	As per CPWD 6 for e-tendering
Security Deposit	2.5% of tendered amount
Period of Completion	06 (Six) months
Last date & time for submission of bid documents	Up to 15:00 Hrs on 29/07/2026

(***) To be filled by EE

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Name of Work :-Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB).

SH: - Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).

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**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING
PART OF BID DOCUMENT**

The Executive Engineer, Border Fencing Division-I, IBBZ-I, CPWD, Siliguri-734001, Phone : (0353)-2597141, Email : sileescdibbz.cpwd@nic.in on behalf of the President of India invites online bids from consultants of repute for the following work in two bid system (Eligibility and Financial Bids).

Sl. No.	NIT No.	Name of work & location	Estimated cost put to bid	Earnest Money	Stipulated Period of Completion of work	Last date & time of online Submission of Eligibility & Financial bid, copy of earnest money declaration and other documents as specified in NIT	Date & time of opening of Eligibility bid	Date & time of opening of Financial bid
1	2	3	4	5	6	7	8	9
1	04/NIT/SE/BFC-I/IBBZ-I/2026-27	<p>Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB).</p> <p>SH:- Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).</p>	Rs. 93,31,000/-	Rs. 1,86,620/-	06(Six) months	<p>Up to 03.00 PM on 29/07/2026</p>	<p>29/07/2026 at 15:30 Hrs</p>	Shall be informed to the eligible bidders by EE,BFD-I, CPWD ,Siliguri, after finalization of Technical Bids

1. Consultant who fulfills the following requirements shall be eligible to apply. **Joint ventures are not accepted.** However, CPWD empaneled architect consultants of appropriate category need not submit technical eligibility /work experience documents, **they need to submit letter of Empanelment (as applicable).**
 - 1.1 **Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of the month previous to the one in which tenders are invited.**
 - i) **Three similar works amounting to Rupees not less than Rs. 37 Lakh.**

or
 - (ii) **Two similar works amounting to Rupees not less than Rs. 56 Lakh.**

or
 - (iii) **One similar work amounting to Rupees not less than Rs. 75 Lakh.**

Similar work means Consultancy for “Hydrological, Topographical survey & Geotechnical survey, structural design & drawings of pile and well foundation and preparation of detailed estimate & DPR for works over water bodies” (only completed work will be considered for experience purpose). Only the work executed in India will be considered for similar work.

1.1.1.1 “Work” means the work contracted with the owner to be executed

under a single contract.

1.1.1.2 The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last day of submission of tenders. **For works completed in Private Sector, TDS in support shall be uploaded for verification of work.**

- 1.2 Should have had Average Annual Financial Turnover of **Rs. 100.00** Lakhs on Consultancy works during the last three years ending 31st March 2025. (Scanned copy of Certificate from CA with Unique Document Identification Number (UDIN) to be uploaded). The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figures at simple rate of 7% per annum from the date of completion to last day of previous month of submission of bid.
- 1.3 Should not have incurred any loss (profit after tax should be positive) in more than two years during available last five years ending 31.03.2025 as per five consecutive balance sheets (standalone financial statement) duly certified and audited by the Chartered Accountant.
- 1.4 Should have a Banker's Certificate from a commercial Bank for **Rs. 100.00 Lakhs**, certified by his Bankers. Or the bidder should submit Net Worth certificate of minimum 10 % of ECPT from CA with Unique Document Identification Number (UDIN) issued by the certified Chartered Accountant.
- 1.5 Should have bidding capacity equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = \{[A \times N \times 1.5] - B\}$$

Where,

A = Maximum turnover in consultancy works executed in any one year during the last seven financial year ending 31.03.2025 taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.

N = Number of years prescribed for completion of work for which bids have been invited.

B = Value of existing commitments of ongoing works during the period of execution of work for which bids have been invited.

Notes:

- 1) The bidder should submit bidding capacity as per Form 'C-3'.
- 2) Bidding capacity is applicable for all the contractors including CPWD empaneled consultant of relevant category.
2. The intending bidder must read the terms and conditions of **CPWD-6** carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. This information and instructions for bidders posted on website shall form part of bid document.
4. The bid document consisting of Plans, Specifications, Schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://etender.cpwd.gov.in> or www.cpwd.gov.in free of cost.
5. The bid can be submitted only after deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission and uploading the mandatory scanned documents such

as Insurance Surety Bonds, Account Payee Demand draft or Banker's Cheque or Fixed Deposit Receipts or/ and Bank Guarantee including e- Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE), CPWD and other documents as specified.

6. Those contractors who are not registered or have not updated their profile on the website mentioned above, are required to get registered/update their profile beforehand. The necessary training materials including the videos with step to step process are available on download section of <https://etender.cpwd.gov.in>.
7. The intending bidder must have valid class-III digital signature certificate with encryption key (combo type) to perform any operations/transactions on the e-tendering portal /website and the bidder should download and install the eMSigner on their system as per instruction available on download section of <https://etender.cpwd.gov.in>.
8. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
9. Contractor can upload documents in the form of JPG format and PDF format.
10. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in yellow colour and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

However, if a tenderer does not quote any percentage above/below on the total amount of the tender in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

11. The Eligibility Bid shall be opened first on due date and time as mentioned above. The time and date of opening of Financial bid of contractors qualifying the Eligibility bid shall be notified after evaluation of Eligibility bids.
12. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
13. **The MSME firms registered in NSIC under PP Policy are exempted from payment of EMD for supply goods and services only under relevant category. The MSME firms registered on Udyam registration portal (URP) of Ministry of MSME, Govt. of India under Public Procurement policy are exempted from uploading of EMD for supply of goods and services under relevant category for reserved items as per list notified by Ministry of Micro, Small and Medium Enterprises vide gazette notification dated 23rd March 2012 and amended from time to time such firm shall upload registration certificate in lieu of EMD.**
14. **List of Mandatory Documents to be scanned and uploaded within the period of bid submission:**
 - (i) Insurance Surety Bond, Demand Draft/ Account Payee Banker's Cheque / FDR/ Bank Guarantee of any commercial Bank against EMD as per para 7 of CPWD-6 on page 13.
 - (ii) Certificate of Financial Turn over from CA with Unique Document Identification Number (UDIN) (Form 'A' on page 30).
 - (iii) Banker's Certificate (Form 'B' on page 31) or Net Worth Certificate (Form 'B-1' on page 32)
 - (iv) Details of eligible similar nature of works completed during the last seven years ending previous day of last day of submission of tender in Form-'C' on page 33 & Projects under

- execution in Form – ‘C-1’ on page 34
- (v) Calculation of bidding capacity in Form ‘C-3’ on page 35.
 - (vi) Experience Certificate cum Performance Report of works referred in Form ‘C’ in Form – “D” on page 36. **In case of works executed for private organizations, the TDS certificate in respect of Income Tax deducted by the Employer/owner shall also be attached to verify value of work done.**
 - (vii) Structure and Organization of the bidder in Form- ‘E’ on page 37.
 - (viii) Affidavit for declaration for non-execution of work on back- t o - b a c k basis in Form- ‘G’ on page 38.
 - (ix) Affidavit for non-blacklisting as per Form-‘H’ on page 39.
 - (x) GST registration Certificate, if already obtained by the bidder.
If the bidder has not obtained GST registration as applicable, then he shall scan and upload the undertaking in Form- ‘I’ on page 40 along with bid documents.
 - (xi) Letter of transmittal with check list (Form-‘J’ on page 41)
 - (xii) Copy of receipt for deposition of original EMD to any division office of CPWD (Form- ‘K’ on page 42)
 - (xiii) Format of curriculum vitae (cv) for proposed key team personal (Form- ‘L’ on page 43)
15. The Initial Eligibility bid shall be evaluated only of that bidder who’s above listed documents from S. No. (i) to (xii) are found uploaded in desired form and format. Bidders who fail to upload above document, fulfilling the conditions of NIT, their bid shall not be considered and shall stand rejected.
16. **Evaluation of performance:** First Earnest Money Deposition of the bidders shall be checked. If EMD of any bidder is not found in order as per this NIT, then further eligibility documents of that bidder shall not be checked/ evaluated & the bid will be rejected.
17. The Consultant shall provide necessary technical support and clarifications during the execution of the project, as and when required by CPWD, for a period of five (5) years from the date of approval of the DPR. The Consultant shall review, validate, and, if required, modify the designs/drawings prepared in the DPR to suit site conditions encountered during execution, without any additional cost unless the scope undergoes substantial change. The Consultant shall provide justification, design inputs, and rate analysis for variation items and extra/substituted items arising during execution. The Consultant shall respond to all queries/requests from CPWD within a reasonable time frame, not exceeding 7–10 days, depending on the nature of the issue. The Consultant shall be responsible for any deficiencies, omissions, or errors in the DPR and shall rectify the same promptly at no additional cost to CPWD during the said period. All the above services shall be deemed to be included in the original contract value, unless otherwise specifically provided.
18. The empanelment of firm/ consultant should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of the contractor should be valid on the original date of submission of bids
19. **Pre-Bid conference**
Pre-Bid conference shall be held in the chamber of **Superintending Engineer, BFC-I, IBBZ-I, CPWD, Siliguri** at 12.00 PM on **14/07/2026** to clear the doubt of intending bidders, if any.

**Executive Engineer
Border Fencing Division-I,
CPWD, Siliguri.
West Bengal**

Part-A

**CENTRAL PUBLIC WORKS DEPARTMENT
CPWD-6 FOR E-TENDERING
NOTICE INVITING TENDER**

1. Percentage rate bids are invited on behalf of the President of India from approved and eligible relevant empaneled Category Consultants of appropriate class of CPWD as well as non-empaneled private Consultant of repute in two bid system (Eligibility bid and Financial bid) for the following work:

Name of Work: - Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB).

SH: - Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).

The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

- 1.1 The work is estimated to cost **Rs. 93,31,000/-**. This estimate, however, is merely as a rough guide.
- 1.2 Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent, of fulfilling **Criteria of eligibility for submission of bid documents** as specified in the notice inviting e-tender on Para 1 of “INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT” on Page 6 to 9.
- 1.3 Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 1.4 Consultant who fulfills the following requirements shall be eligible to apply. However, CPWD empaneled architect consultants of appropriate category need not submit technical eligibility /work experience documents, **they need to submit letter of Empanelment (as applicable)**.

Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of the month previous to the one in which tenders are invited.

- i) **Three similar works amounting to Rupees not less than Rs. 37 Lakh.**
or
(ii) **Two similar works amounting to Rupees not less than Rs. 56 Lakh.**
or
(iii) **One similar work amounting to Rupees not less than Rs. 75 Lakh**

Similar work means Consultancy for “**Hydrological, Topographical survey & Geotechnical survey, structural design & drawings of pile and well foundation and preparation of detailed estimate & DPR for works over water bodies**” (only completed work will be considered for experience purpose). Only the work executed in India will be considered for similar work.

“Work” means the work contracted with the owner to be executed under a single contract.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last day of submission of tenders. **For works completed in Private Sector, TDS in support shall be uploaded for verification of work”.**

- (iv) Should have had Average Annual Financial Turnover of **Rs. 100.00** Lakhs on Consultancy works during the last three years ending 31st March 2025. (Scanned copy of Certificate from CA with Unique Document Identification Number (UDIN) to be uploaded). The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figures at simple rate of 7% per annum from the date of completion to last day of previous month of submission of bid.
- (v) Should not have incurred any loss (profit after tax should be positive) in more than two years during available last five years ending 31.03.2025 as per five consecutive balance sheets (standalone financial statement) duly certified and audited by the Chartered Accountant.
- (vi) Should have a Banker's Certificate from a commercial Bank for **Rs. 100.00 Lakhs**, certified by his Bankers. Or the bidder should submit Net Worth certificate of minimum 10 % of ECPT from CA with Unique Document Identification Number (UDIN) issued by the certified Chartered Accountant.
- (vii) Should have bidding capacity equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = \{[A \times N \times 1.5] - B\}$$

Where,

A = Maximum turnover in consultancy works executed in any one year during the last seven financial year ending 31.03.2025 taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.

N = Number of years prescribed for completion of work for which bids have been invited.

B = Value of existing commitments of ongoing works during the period of execution of work for which bids have been invited.

Notes:

- 1) The bidder should submit bidding capacity as per Form'C-3'.
 - 2) Bidding capacity is applicable for all the contractors including CPWD empanelled consultant of relevant category.
2. The time allowed for carrying out the work is **06 (Six) months** from the date of start as defined in agreement or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

Sl. No.	Time allowed for the work	Total No of Months
1.	Total time period as per agreement.	06
2.	Rainy season considered from June to October. During this period hindrance will not be recorded by CPWD during this period.	

3. The site for the work shall be made available to the contractor as per approved time & program chart.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website <https://etender.cpwd.gov.in> or www.cpwd.gov.in **free of cost**.

5. After submission of the bid, the contractor can re-submit revised bid any number of times but before last date and time of submission of bid as notified.
6. While submitting the revised bid, contractor can revise the rates any number of times but before last time and date of submission of bid as notified.
7. Earnest Money in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks (drawn in favour of **Executive Engineer, Border Fencing Division-I, CPWD, Siliguri**) shall be scanned and uploaded on the e- Tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or Division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format FORM –‘K’ of this NIT on page No.- 42.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs.20 lakh, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee including e-Bank Guarantee of any Commercial bank having validity for a period of 180 days from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders. Proforma of Bank Guarantee is given at page no 21.

The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/three bid system, earnest money deposit of bidders unsuccessful during eligibility bid evaluation etc. should be returned within 30 days of declaration of result of eligibility bid evaluation.

Copy of all documents as specified in the notice inviting e-tender on Para 14 of “INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT” on Page 9 shall be scanned and uploaded on the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in e-tender notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose has deposited original EMD with any division of CPWD and other documents scanned and uploaded are found in order.

The eligibility bids shall be opened at **03.30 PM on 29/07/2026** The date of opening of Financial Bid shall be notified separately by **Executive Engineer, Border Fencing Division-I, CPWD, Siliguri (email: sileescdibbz.cpwd@nic.in)** after evaluation of eligibility bids.

8. The bidder shall submit his tender in complete form with all documents as per this Notice Inviting Tender. Officer inviting Tender can however at his sole discretion seek clarification & additional documents from any bidder to establish his eligibility.
9. The bid submitted shall become invalid and e-Tender processing fee (if applicable) shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document as per **Para 14** of “INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT”.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.

- (iv) If a tenderer does not quote any percentage above/below on the total amount of the tender, his tender shall be treated as invalid and will not be considered as lowest tenderer.
10. The contractor whose bid is finally accepted will be required to furnish performance guarantee of 5% of Estimated Cost Put to Tender (ECPT) or Tender Amount (**Whichever is higher**) within the period specified and shall remain valid for a minimum six months beyond the date of completion of all contractual obligations. In case of **abnormally low bid** (if the quoted bid amount is less than 80% of ECPT) the bidder shall be required to submit **Additional Performance Guarantee (APG)** equivalent to the difference between the 80% amount of ECPT and quoted amount, in addition to the Standard Performance Guarantee (PG). This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee including e-Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. In case the contractor fails to deposit the said performance guarantee [**Standard Performance Guarantee (PG) + Additional Performance Guarantee (APG)**] within **7days** from the date of issue of letter of acceptance including the extended period if any, the Earnest Money deposited by the contract or shall be forfeited automatically without any notice to the contractor and the contract shall deemed to be terminated. In case the time for completion of work gets enlarged, the contractor shall get the validity of the Performance Guarantee extended to cover such enlarge time for completion of the work.
11. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. If applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work within 15 days of issue of letter of acceptance.
12. The description of the work is as follows:

Detail of work to be carried out with location:

Sl. No.	Location	Details of work
1	B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).	<p>Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB).</p> <p>SH: - Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).</p>

A. Grill Drop Gate					
SL.	GIN	BP From	BP To	Approximate Length (km)	Grill drop Gate
1	219	440/MP		0.09	1
2	225	444/MP		0.04	1
3	226	446/9-R		0.025	1
4	228	731/8-R		0.05	1
5	229	731/16-S		0.013	1
6	232	736/1-S		0.051	1
7	233	738/9-S		0.093	1
8	236	740/3-S		0.095	1
9	237	742/17-S		0.048	1
10	239			0.028	1
11	240	744/16-R		0.078	1
12	243	761/40-S	761/41-S	0.037	1
13	244	762/4-S	762/5-S	0.09	1
14	245	763/17-S	763/18-S	0.104	1
15	214	429/MP		0.04	1
16	215	430/1-R		0.07	1
18	217	438/5-S		0.04	1
19	218	438/6-S		0.06	1
20	246	764/7-S	764/8-S	0.12	1
21	248	764/27-S	764/29-S	0.105	1
22	250	766/2-S	766/4-S	0.06	1
23	254	789/9-S		0.064	1
24	255	790/6-S		0.064	1
25					
			Total	1.505 km	24 Nos.

Note:-

- i) **The length of Bridge / Drop grill gates are approximate and may vary up to $\pm 10\%$ and to be executed by the agency in same rate and no claim on this account will be entertained. Overall finalisation of work and Payment will be done by Engineer In charge-EE, BFD-I, Siliguri.**

13. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra claims/ payments consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, Access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of bid implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

14. The Consultant shall engage manpower duly verified by the local police as per requirement of BSF, Nothing extra shall be paid on this account.
15. Due to unavailability of mobile network, the contractor has to arrange proper and effective communications at his own cost. Nothing extra shall be paid on this account.
16. The work is of paramount importance and to be carried out within the stipulated time. Any laxity, delay and no diligence/dilatory action on the part of the bidder will attract action under various clauses of agreement.
17. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the Engineer-in-charge to reject any or all the bids received without assigning any reason. Bids in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
18. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable to rejection.
19. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
20. The contractor shall not be permitted to bid for works in the CPWD Zone and Circle responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Chief Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Housing and Urban Affairs. Any breach of this condition by the bidder would render him liable to be removed from the approved list of Bidders of this Department.
21. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a Bidder for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the Bidder or any of his employees is found any time to be such a person who has not obtained the permission of the Government of India as a foresaid before submission of the bid or engagement in the Bidder's service.
22. The bids for the work shall remain open for acceptance for a period of 75 (Seventy Five) days from the last date of submission of bids. Further,
 - (i) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of the facts whether the letter of acceptance for the work is issued or not.
 - (ii) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of the facts whether the letter of acceptance for the work is issued or not.
 - (iii) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.

- . □□. □□. □□.
23. This notice inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:
- (i). The Notice Inviting Bid, all the documents including special conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
24. All published/ standard documents mentioned in this NIT shall form part of the NIT whether uploaded with NIT or not. Similarly, all such documents with their amendments as mentioned in this NIT shall form part of the contract after acceptance of the tender whether these are attached with the contract document or not.
25. The intending bidders are required to update their profile in CPWD e-tender portal and to up load their bids well in advance of last date of submission of tender. Any issue related to updating profile/uploading tender can be resolved through the concerned Executive Engineer (**Phone no-** (03553)-2597141, Email : sileescdibbz.cpwd@nic.in) or ERP helpline no. 18001803286 or e-mail ldcpwd.support@techmahindra.com. The e- tendering bidders are also advised not to wait to raise any issues till the last date of submission of bid in their own interest.

**Executive Engineer
Border Fencing Division-I,
CPWD, Siliguri,
West Bengal**

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

Percentage Rate Tender & Contract for Works

STATE	: WB	DIVISION	: BFD- I, CPWD, Siliguri
BRANCH	: B&R	CIRCLE	: BFC-I, CPWD, Siliguri
		ZONE	: IBBZ-I, Siliguri

Tender for the work of: - Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB).

SH: - Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).

To be uploaded/submitted by tenderers upto 15.00 hours on 29/07/2026 on CPWD website.

- (i) To be opened in presence of bidders or their authorized representative who may be present at **15:30 hours on 29/07/2026** in the office of the Executive Engineer, Border Fencing Division-I, CPWD, Siliguri.

TENDER

I/We have read and examined the notice inviting tender, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rate & other documents and Rules referred to in the condition of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in NIT viz., schedule of quantities and in accordance with the specifications, designs, drawings and instructions in writing and with such materials as are provided for, by, and in respects of accordance with, such condition so far as applicable.

I/We agree to keep the tender open for **Seventy-Five (75) days** from the last date of submission of bids. If last date of submission of bids is extended, then such extended date shall become the last date of submission of the bid. Further, I agree not to make any modification in the terms and conditions of the tender.

I/We have deposited EMD for the prescribed amount in the office of concerned Executive Engineer as per the bid document.

A copy of the earnest money deposit receipt of prescribed amount deposited in the form of Insurance surety Bonds, Account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee including e-Bank Guarantee (as Prescribed) issued by a commercial bank, is scanned and uploaded (strike out as the case may be). If I/We fail to furnish the prescribed performance guarantee of tender form within prescribed period, I/We agree that the said President of India or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Further, if I/we fail to commence work as specified, I/we agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form.

Further I/We agree that upon forfeiture of earnest money or performance guarantee as aforesaid, the contract shall stand terminated automatically and I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated _____ * _____

Signature of Contractor
Complete Postal Address _____ * _____

Witness: ** _____

_____ * _____

Address: ** _____

Occupation: ** _____

Telephone No. 1. _____ * _____

Alternate Telephone No. 2. _____ * _____

Mobile No. 1. _____ * _____

Alternate Mobile No. 2. _____ * _____

_____ E-Mail _____ * _____

Alternate E-Mail _____ * _____

(*) To be filled in by the Contractor

(**) To be filled in by the Witness.



ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs. * _____ (Rupees * _____)

The letters referred to below shall form part of this contract Agreement: -

- (a) -----*
- (b) -----*
- (c) -----*

For & on behalf of the President of India

Signature.....*

Dated*

Designation.....*

(*) To be filled by EE

On non-judicial stamp paper of minimum Rs. 100

(Guarantee offered by Bank to CPWD in connection with the execution of contracts)

**Form of Bank Guarantee for Earnest Money Deposit /Performance
Guarantee/Security Deposit/Mobilization Advance**

1. Whereas the Executive Engineer (name of division), CPWD on behalf of the President of India (hereinafter called "The Government") has invited bids under(NIT number)..... dated for (name of work) The Government has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)* as **Earnest Money Deposit** from (name and address of contractor)(hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

- Whereas the Executive Engineer (name of division), CPWD on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number with(name and address of the contractor) (hereinafter called "the Contractor") for execution of work (name of work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)..... as **Performance Guarantee/Security Deposit/Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.
2. We, (indicate the name of the bank) (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... only) on demand by the Government within 10 days of the demand.
 3. We,(indicate the name of the Bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
 4. We, (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
 5. We, (indicate the name of the Bank), further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing



whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6. We, (indicate the name of the Bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
- 7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
- 8. We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Government in writing.
- 9. This Bank Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witnesses:

- | | |
|---|--|
| 1. Signature.....
Name and address | Authorized signatory
Name
Designation
Staff code no.
Bank seal |
| 2. Signature,
Name and address | |

*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

**In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance, as the case may be

Proforma –I**Criteria for evaluation of performance of bidders for pre-eligibility**

	Attributes	Evaluation
(a)	Financial strength (20 marks)	(i) 60% marks for minimum eligibility criteria
	(i) Average annual Turnover 16 marks	(ii) 100% marks for twice the minimum eligibility criteria or more
	(ii) Solvency Certificate 4 marks	In between (i) & (ii) – on pro-rata basis
(b)	Experience in similar class of works/jobs (30 marks)	(i) 60% marks for minimum eligibility criteria
		(ii) 100% marks for twice the minimum eligibility criteria or more
		In between (i) & (ii) – on pro-rata basis
(c)	Performance of jobs (Quality) (20 marks)	
	(i) Outstanding	20
	(ii) Very Good	15
	(iii) Good	10
	(iv) Poor	0
(d)	Manpower (30 marks)	
	(i) Architect having experience more than 10 years	3 marks for 1 no., max 6 marks
	(ii) Structural Engineer having experience more than 10 years	4 marks for 1 no., max 8 marks
	(iii) Surveyor having experience more than 10 years	4 marks for 1 no., max 8 marks
	(iv) Geo Technical Engineer having experience more than 10 years	4 marks for 1 no., max 8 marks

Note: If the levy of compensation has been imposed, the marking of performance of jobs (quality) will be reduced by 50%

1. Initial Criteria for eligibility

As specified in the notice inviting e-tender on para1 of “INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BIDDOCUMENT” on Page 6 to 9.

2. Method of Evaluation

2.1 The detailed submitted by the bidders will be evaluated in the following manner:

2.1.1 The initial criteria prescribed in Para 1 above in respect of experience of eligible similar works completed, loss, Banker's certificate, financial turnover and bidding capacity etc. will first be scrutinized and the bidder's eligibility for the work be determined.

- 2.1.2 The bidders qualifying the initial criteria as set out in Para 1 above will be evaluated for following criteria by scoring method on the basis of details furnished by them.

(a)	Financial strength(Form 'A' & 'B' or 'B1')	Maximum 20 marks
(b)	Experience in eligible similar nature of work during last 7(seven) years (Form 'C')	Maximum 30 marks
(c)	Performance on works (Form 'D')	Maximum 20 marks
(d)	Man power	Maximum 30 marks

Total 100 Marks

To become eligible for short listing the bidder must secure at least fifty per cent marks in each (Section a, b, c & d) and sixty percent marks in aggregate.

The bid of bidder who doesn't qualify the above criteria will be rejected and the financial bid will be opened of those bidders only who qualified the criteria and become eligible.

- 21.1.3. Even though any Bidder may satisfy the above requirements, he would be liable to disqualification if he has:
- Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
 - Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

3. Letter of Transmittal:

- 3.1 Letter of transmittal shall be submitted along with check list on page 44 and other documents as per Para 14 of INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, Information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified. Bids made by telegram or e-mailed or telex and those received late will not be entertained.
- 3.2 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 3.3 The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information.
- 3.4 No information/documents shall be entertained after submission of bid unless it is required to clarify the query raised by Employer. No fresh/revised mandatory documents are permitted at this stage.

4. **Definitions:** In this document the following words and expressions have the meaning here by assigned to them.
- 4.1 Employer/Client: Means the President of India, acting through the Executive Engineer, BFD-I, CPWD, Siliguri.
 - 4.2 Bidder: Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
 - 4.3 Year: Means "Financial Year" unless stated otherwise.
5. **Method of application:**
- 5.1 If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
 - 5.2 If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
 - 5.3 If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
 - 5.4 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.
- 6 **Final decision-making authority.**
- The employer reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.
- 7 **Particulars provisional**
- Brief particulars of the work are given in Para 10. These particulars are however provisional. They are liable to change and must be considered only as advance information to assist the bidder.
- The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.
- 8 **Opening of Price bid**
- After evaluation of applications, a list of short-listed agencies will be prepared. Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place shall be notified separately by the Executive Engineer, BFD-I, CPWD, Siliguri in the presence of the qualified bidders or their representatives.

9 Award Criteria

The work will be awarded to eligible bidder whose financial bid is lowest. In case the rate quoted by two or more Bidders are same, then such Bidders may be asked to submit sealed revised rates as the case may be, but the revised amount of bid quoted should not be higher than their respective original amount quoted at the time of submission of Bid. If the revised rates of two more Bidders received after revised offer is again work out to be equal, the successful bidder, among such Bidders, shall be decided by draw of lots in the presence of Executive Engineer, Border Fencing Division-I, CPWD, Siliguri & Bidders who have obtained equal rates of their Bids.

10 Brief Particulars of the Work

10.1 Salient details of the work for which bids are invited are as under:

No.	Name of work	Estimated cost	Period of completion
1.	<p>Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB).</p> <p>SH: - Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).</p>	Rs. 93,31,000/-	06 (Six) Months

10.1.1. The Work is situated under the jurisdiction of Engineer In charge- EE, BFD-I, Siliguri. The contractor has to coordinate with EE, BFD-II and their representatives

10.1.2. General features and major components of the work are as under: -

- i. Consultancy services for preparation of Detailed Project Report for construction of 25 Nos. of Grill/Drop Gate at old /existing bridge locations.

11 Financial Proposal

The Financial proposal should include the costs associated with the assignment. These shall normally cover: remuneration for staff (in the field, office etc.), accommodation, transportation, equipment, printing of documents, surveys, geotechnical investigations, design, drawings etc. Financial proposal should be prepared strictly using the formats attached. Financial proposal should clearly indicate the amount asked for without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached shall be considered non-responsive and is liable to be rejected.

- 12 **Cost**
Costs shall be expressed in Indian Rupees.
- 13 **Penalty**
The consultant will indemnify for any direct loss or damage that accrue due to deficiency in services in carrying out Detailed Project Report. Penalty shall be imposed on the Consultant for or performance/deficiency in service as expected from the consultant and as stated in General Conditions of Contract.
- 14 **Award of Contract**
After successful Negotiations (if required) with the selected Consultant, the client shall issue letter of award and ask the Consultant to provide Performance Guarantee as in Para 10 of CPWD-6 above. If the selected Consultant fail to provide performance Guarantee within the prescribed time the EMD of the bidder will be forfeited or the Consultant fail to sign the Contract Agreement with in prescribed time the performance guarantee of the bidder will be forfeited and the Client may re-invite the bidding process wherein failed Consultant shall not be permitted to bid. The action of consultant will be sent to empaneling agency for appropriate action.
- 15 **Signing of Contract Agreement**
After having received the performance security and verified it, CPWD shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 15 days of receipt of valid Performance Security.
- 16 CPWD shall keep the bidders informed during the entire bidding process and shall host following information on its website:
- i) Notice Inviting Tender (NIT)
 - ii) Request For Bidding
 - iii) Amendments/corrigendum to bid documents
 - iv) Name of the bidder who is awarded the Contract

Award of Work

1. The work will be awarded to the applicant, who offered lowest financial Bid. The successful applicant shall be informed by the Engineer-in-Charge through a letter of acceptance of his offer.
2. Remuneration received as per this agreement will be subject to tax deductions at source at the rate as applicable at that point of time.
3. Formal agreement will be drawn by the Executive Engineer, Border Fencing Division-I, CPWD, Siliguri.
- 4.
5. After award of work, the consultant shall submit **Proforma I** regarding Data Security at Page no 45 and shall strictly adhere to all prescribed data protection protocols throughout the contract period.

Objectives

1. The main objective of the consultancy service is to prepare detailed project report for Bridges and Grill Drop Gates located in BP's as indicated in Para 12 of CPWD-6 above.
2. The Detailed Project Report would inter-alia include topographical and hydrological survey, geotechnical investigation, layout plan, preparation of architectural, structural & services (MEP) drawings, design of retaining structures, design of external services, quantities of various items, detailed working drawings, detailed cost estimates as appropriate and documents required for tendering the project on commercial basis for competitive bidding.
3. The DPR consultant should ensure detailed project preparation incorporating aspects of value engineering, quality audit and safety audit requirement in design and implementation.
4. The consultant should, along with Feasibility Report, clearly bring out through financial analysis the preferred mode of implementation on which the Works for the stretches are to be taken up. The consultant should also give cost estimates along with feasibility report/ detailed Project Report.
5. The structural and services design shall be got proof checked (Mandatory for all Structures) from reputed Govt. Institute e.g. IITs, NIT etc. with prior approval of Engineer-in-charge. The decision of Engineer-in-charge in this regard shall be final and binding upon bidder. The payment for proof checking shall be made by the Consultant. The proof checking fees is part of lump sum consultancy fees and will not be reimbursed by CPWD.
6. If at any stage, employer desires to terminate the contract, the contract will be terminated after payment up to that stage.
7. The proposed sites for Bridges and Grill Drop Gates are located in remote areas near Indo-Bangladesh border in the State of West Bengal between BP No. 417/8-S to 794/3-S along Indo-Bangladesh Border and at present many sites are not connected by roads. The geo co-ordinates & other details are to be taken by the agency during survey work.
8. For the necessary security clearance & movement of the survey/investigation teams, the consultant has to co-ordinate with CPWD/BSF. No escort arrangement will be provided by CPWD.
9. Work shall be executed according to agreement as provided in Part C.

FORM 'A'

FINANCIAL INFORMATION

- I. Financial Analysis-Details to be furnished duly supported by figures in balance sheet / profit & loss account for the last five financial year ending 31.03.2025 duly certified and audited by the Chartered Accountants, as submitted by the applicant to the Income Tax Department.

		Financial Years				
		2020-21	2021-22	2022-23	2023-24	2024-25
i)	Gross Annual turnover on Civil Construction and Consultancy works (Rupees in lakh).					
ii)	Profit/Loss (Standalone financial statement and consolidated financial statement both) (Rupees in lakh).					

- II. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with Seal
 Unique document identification number (UDIN).....
 Full address of CA.....
 Mobile No.....
 Telephone No.....
 Email Id.....

Signature of Bidder(s)
 With Stamp & date

Note: Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/Certificate from CA mentioning Financial Turnover of last five financial year ending 31.03.2025 or for the period as specified in the bid document and further details if required shall be asked from the contractor after opening of Eligible bids. There is no need to upload entire voluminous balance sheet

FORM 'B'**BANKERS' CERTIFICATE FROM A COMMERCIAL BANK**

This is to certify that to the best of our knowledge and information that M/s./Shri having marginally noted address, as a customer of our bank are / is respectable and can be treated as good for any engagement up to a limit of Rs.(Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature with seal & date) for the Bank

Signature of Bidder(s)

With Stamp & date

NOTE:

1. Bankers certificate should be on letter head of the Bank, addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.



FORM 'B-1'

FORM FOR CERTIFICATE OF NETWORTH FROM CHARTERED ACCOUNTANT

“It is to certify that as per the audited balance sheet and profit & loss account during the financial year **2024-25**, the Net Worth of M/s(Name & Registered Address Of Individual/firm/company), as on..... (The relevant date) is Rs..... after Considering all liabilities. It is further certified that the Net Worth of company has not eroded by more than 30% in the last three years ending on 31.03.2025.

Unique document identification number (UDIN).....

Signature of Chartered Accountant Name of

Chartered Accountant

Membership No. of ICAI Date and

Seal

Signature of Bidder(s)

With Stamp & date

FORM 'C'

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE
LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DAY OF SUBMISSION OF TENDERS**

S. No	Name of work/ project and location	Owner or sponsoring organization	Cost of work in Crore of rupees	Date of commencement as per contract	Stipulated Date of completion	Actual Date of completion	Litigation / arbitration cases pending/ in progress with details*	Name and Address (Postal & E-mail)/ telephone Number of Officer to whom reference may be made	Whether the work was Done on Back to back basis Yes/No
1	2	3	4	5	6	7	8	9	10

*indicate gross amount claimed and amount awarded by the Arbitration Tribunal.

Signature of Bidder(s)
With Stamp & date

Note:

- Information by the bidder in above Form 'C' shall be mandatorily accompanied with experience certificate in Form 'D' from Owner/Employer/Authorized representative of Owner/Employer/ an officer not below the rank of Executive Engineer or equivalent in case of Government/Autonomous body/PSU work. The Name, Designation, Contact details viz. full address, emails, Mobile & Telephone number of issuing person/ Officer shall be clearly indicated on the certificate.
- In case of works executed for private organizations, the TDS certificate in respect of Income Tax deducted by the Employer/ owner shall also be attached to verify value of work done.
- If details of component of works are not reflected in the work experience certificate, the copy of the final bill has to be uploaded along with the list of mandatory documents to be uploaded at Para no. 14, Page no. 9
- The Joint Ventures/associations will be considered for eligibility/experience. But the value of work will be considered limiting to the fraction/ percentage of the company's share/participation in the JV Association Agreement/MOU. The JV Association Agreement /MOU is to be uploaded along with the list of mandatory documents to be uploaded at Para no. 14, Page no. 9 for determining the fraction of experience

FORM 'C-1'

CONSULTANCY WORKS UNDER EXECUTION

S. No	Name Of work /project And Location	Owner or sponsoring organization	Cost of Work in Crores Of rupees	Date of commencement as per contract	Stipulated Date of completion	Up to date percentage progress of work	Slow progress if any and reasons thereof	Name and Address (Postal &E-mail)/ telephone number of Officers to whom reference maybe made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder(s)

With Stamp & date

FORM 'C-3'

**Calculation of bidding capacity
Details of existing commitments and ongoing works**

S. No	Name of work / project and location	Owner or sponsoring organization	Contract value in Crore of Rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Remaining work in percentage (100-Column 7)	Existing commitment Column 4 X Column 8 / 100	Name and Address (Postal & E-mail) / telephone number of officers to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11

Total(B)=

Maximum Turnover in last seven years =Rs.....

Updated value of turnover (A) =Rs.....

No. of years (N) =.....

Bidding Capacity = {[AxNx1.5]-B} =

Certificate:

I certify that all the awarded and ongoing works have been included in the above list.

Signature of Bidder(s)

With Stamp & date

FORM 'D'

**EXPERIENCE CERTIFICATE CUM PERFORMANCE REPORT OF WORKS REFERRED
IN FORM-C**

1. Name of Consultancy work & Location:
2. Nature of work/Major Elements of the work:
3. Agreement No./Work Order No.:
4. Estimated Cost:
5. Tendered Cost:
6. Gross value of work done as per final bill:
7. Date of Start:
8. Date of completion:
 - (i) Stipulated Date of Completion:
 - (ii) Actual Date of Completion:
 - (iii) Total Delay (No. of days):
 - (iv) Justified period of delay (outside control of Contractor) out of total delay (No. of days) :
9. Amount of Compensation levied for delayed completion, if any
 - (i) Whether case of levy of compensation for delay on the part of the Contractor has been decided or not - Yes/ No
 - (ii) If decided, amount of compensation levied for delayed completion, if any
10. Amount of Reduced Rate Items for defective (Substandard)works, if any-
11. Performance Report: Marks to be awarded out of 10marks
(Outstanding-9 & above, Very good-7 to<9, Good-5 to<7, Poor-0to<5)
 - (i) Quality of Work :
 - (ii) Financial Soundness :
 - (iii) Technical Proficiency :
 - (iv) Resourcefulness :
 - (v) General Behavior :
12. Overall performance (Average marks to be awarded out of 10 marks based on average of marks assessed on each attribute mentioned at Sl. 11 above) :

Dated:

Executive Engineer or Equivalent with Stamp

Name of the issuing officer:.....

Address:.....

Email IDs :..... Mobile:.....

Telephone No:.....

Note: - 1. Issuing officer is requested to clearly fill all the columns of above Form 'D' & not to leave any column blank and also not to put dash (-) mark against any column.

FORM 'E'
Structure & organization

1.	Name & Address of the bidder	
2.	Telephone No./Email id/Telex No./Fax No.	
3.	Legal status of the bidder (scan & upload copies Of original document defining the legal status).	
	a)An Individual	
	b)A proprietary firm	
	c)A firm in partnership	
	d)A limited company or Corporation	
4.	Particulars of registration with various Government bodies (scan and upload attested photo- copy).	
	ORGANIZATION/PLACEOF REGISTRATION	REGISTRATION No.
	1.	
	2.	
	3.	
5.	Names and Titles of Directors & Officers with Designation to be concerned with this work.	
6.	Designation of individuals authorized to act for The organization.	
7.	Has the bidder, or any constituent partner in case of partnership firm / limited company / joint venture, ever been convicted by the court of law? If so, give details	
8.	Details of technical persons related to architectural experience (Attach copy of documents by which the evaluation of experience can be done) Minimum Bachelor Degree is required.	
9.	Details of technical persons related to Structural Engineer experience (Attach copy of documents by which the evaluation of experience can be done) Minimum Bachelor Degree is required.	
10.	Details of technical persons related to Surveyor experience (Attach copy of documents by which the evaluation of experience can be done) Minimum Bachelor Degree is required.	
11.	Details of technical persons related to Geo Technical Engineer experience (Attach copy of documents by which the evaluation of experience can be done) Minimum Bachelor Degree is required.	
12.	In which field of Civil Engineering construction / consultancy, the bidder has specialization and interest?	
13.	Any other information considered necessary but not included above.	

Signature of Bidder(s)

With Stamp & date

FORM 'G'

Affidavit for Declaration for non-execution of work on back-to-back basis

I/We undertake and confirm that eligible category of similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid)

Note: Affidavit to be furnished on a Non-Judicial stamp paper worth Rs.100/-

Signature of bidder(s) with stamp & date

FORM 'H'

Proforma of affidavit for non-blacklisting

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any state/Central Departments/PSUs/Autonomous bodies during the last 7 years of its operations. Further that, if such information comes to the notice of the department, then I/we shall be debarred for bidding in CPWD in future forever. Also, if such information comes to the notice of department on any day before date of start of work, the Engineer-in-charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee (Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-

Signature of Bidder(s) or an authorized
Officer of the firm with stamp & date

Signature of Notary with seal

FORM 'I'

Undertaking of GST registration
(Only if GST registration certificate not attached)

If work is awarded to me, I/we shall obtain GST registration certificate as applicable within one month from the date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CPWD or GST department in this regard.

NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-

Signature of Bidder(s) or an authorized
Officer of the firm with stamp

Signature of Notary with seal

FORM 'J'

LETTER OF TRANSMITTAL

From:

To,

**Executive Engineer,
Border Fencing Division-I,
CPWD, Siliguri-6**

Subject: Submission of bids for the work of: Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB).

SH: - PACKAGE – III- Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (24Nos.) from GIN-214 to GIN-255 having BP No. 417/8-S to 794/3-S in the state of West Bengal along Indo-Bangladesh Border (IBB).

Sir,

Having examined details given in the bid document for the above work, I/we here by submit the Relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms A, B or B1, C, C1, C3, D, E, G, H, I & K and accompanying statement are true and correct.
2. I / we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/ we submit the requisite certified Banker's certificate and authorize the **Executive Engineer, Border Fencing Division-I, CPWD, Siliguri** to approach the Bank issuing the Banker's certificate to confirm the correctness thereof. I/We also authorize **Executive Engineer, Border Fencing Division-I, CPWD, Siliguri** (0353)-2597141, Email: sileescdibbz.cpwd@nic.in to approach individuals, employers, firms and corporation to verify our competence, work experience, and general reputation.
4. I/we submit the documents as per check list on Page 44.

Certificate

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us is found to be incorrect.

Enclosures:

Date of submission

Seal of bidder &
Signature(s) of bidder (s)

FORM 'K'

PROFORMA FOR THE RECEIPT TO BE ISSUED BY THE EE RECEIVING THE EMD

<p>Receipt of deposition of original EMD (Receipt No...../date.....)</p> <p>Name of work:- Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB). SH: - Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).</p> <p>NIT No.:- 04/NIT/SE/BFC-I/IBBZ-I/2026-27</p> <p>Estimated Cost: Rs 93,31,000/- Amount of Earnest Money Deposit: Rs 1,86,620/-</p> <p>Last date of submission of bid-15.00 PM on 29/07/2026</p>
<p>Name of contractor..... *</p> <p>Form of EMD..... *</p> <p>Amount of Earnest Money Deposit..... *</p> <p>Date of Submission of EMD..... *</p> <p>Signature, Name and Designation of EMD receiving officer (EE/AE(P)/AO/AAO) along with office stamp</p> <p style="text-align: right;">(*To be filled by EMD receiving EE)</p>

FORM 'L'

Format of curriculum vitae (cv) for proposed key team personal

1. Proposed Position: _____
2. Name of the personal : _____
3. Date of Birth : _____ (Please furnish proof of age)
4. Nationality : _____
5. Educational Qualifications :

(Summarize all educational qualifications of staff member, giving names of college, dates attended and degrees obtained.) (Please furnish proof of qualification.)

6. Membership of Professional Societies: _____

7. Employment Record:

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation in the format below:

S.no	Period of Employment	Name of employing organization	Position held	Location & Brief of assignment	Experience in years	Client reference (Email id & contact/mobile no)	Remark

8. Summary of total experience: _____ Yrs.
9. Duration of employment with current firm (in years) : _____
10. Authentic detail/details of latest EPF & TDS deduction documents by current employer.

Certification:

1. I, the undersigned, certify that to the best of my knowledge and belief, this bio data correctly described myself, my qualifications and my experience.

Signature of the Person _____

Date _____

Place _____

2. I, the undersigned, certify that to the best of my knowledge and belief, this data is correct and the employee is working from years inposition

Signature of the Authorized Representative of the firm

Date _____

Place _____

Note: Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm. Photocopies will not be considered for evaluation.

Checklist of Eligibility Documents to be uploaded by the Bidders

(Refer Para 14 of Information and Instructions for bidders)

Sl. No.	List of mandatory Documents	Whether attached or not (Scanned copy to be uploaded at the Time of submission of bid)
1.	Insurance Surety Bond, Demand Draft/ Account Payee Banker's Cheque/FDR/Bank Guarantee of any Commercial Bank against EMD	
2.	Certificate of Financial Turn over from CA with Unique Document Identification Number (UDIN) (Form 'A').	
3.	Banker's Certificate (Form 'B') or Net Worth Certificate (Form 'B-1')	
4.	Details of eligible similar nature of works completed during the last seven years ending previous day of last day of submission of tender in Form 'C' & Projects under execution in Form 'C-1'	
5.	Calculation of bidding capacity in Form 'C-3'.	
6.	Experience Certificate cum Performance Report of works referred in Form 'C' in Form 'D'. In case of works executed for private organizations, the TDS certificate in respect of Income Tax deducted by the Employer/owner shall also be attached to verify Value of work done.	
7.	Structure and Organization of the bidder in Form 'E'	
8.	Affidavit for declaration for non-execution of work on Back to back basis in Form 'G'	
9.	Affidavit for non-debarment as per Form 'H'	
10.	Undertaking of GST registration as per Form 'I' (only if GST registration certificate not attached as per 13 above)	
11.	Letter of transmittal with check list in Form- 'J'	
12.	Copy of receipt for deposition of original EMD to any Division office of CPWD (Form-'K').	
13.	GST registration Certificate	
14.	Format of curriculum vitae (cv) for proposed key team personal(FORM 'L')	

DATA SECURITY

I/We hereby certify that the CPWD shall have absolute right on the digital data and output products produced by me/us. I/We shall be responsible for security/safe custody of data during field work / Data processing. I/We also certify that no data (Soft / Hard copy) will be taken out on any media, and will not be produced by me/us in any form. I understand that violation of above clause shall attract criminal prosecution under Government copy right act 1957 and the Official Secrets Act 1923.

Signature of the witness with date

Signature of the Bidder with date

1.

2.

Name of the firm with Seal

SCOPE OF WORK**1. Nature & Scope of work:**

Consultant shall be required to Prepare general arrangement drawing, Geometric design, Structural design and architectural drawing, soil investigation including issue of Good for Construction drawings as per provisions of IRC/IS codes after topographical survey of site and collection of all hydraulic data including proof checking from IITs, NITs or reputed Govt. Engineering colleges) for the “**Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB).**

SH: - Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).

<i>Sl. No.</i>	<i>Name of work</i>	<i>Details of proposed bridge & grill drop gates</i>
1	Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB). SH: - Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).	Grill/drop gates. Details are available at s.no. 12 of CPWD-6

1.1 The consultant shall provide comprehensive consultancy services broadly described hereinafter. However, it should be clearly understood that the description of services is only indicative and the Consultant shall be required to perform any other services which may be required whether or not expressly mentioned hereinafter for above mentioned work to the entire project requirement and satisfaction of CPWD. The hydrological data such as HFL, discharge, catchment area, and historical flood records required for the hydraulic and Grill/Drop Gates design at the existing bridge & culverts location shall be collected independently by the consultant along with preparation of the hydraulic design.

Detail of work to be carried out with location:

<i>Sl. No.</i>	<i>Location</i>	<i>Details of work</i>
1	BP No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).	Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB). SH: - Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).

A. Grill Drop Gate					
SL.	GIN	BP From	BP To	Approximate Length (km)	Grill drop Gate
1	219	440/MP		0.09	1
2	225	444/MP		0.04	1
3	226	446/9-R		0.025	1
4	228	731/8-R		0.05	1
5	229	731/16-S		0.013	1
6	232	736/1-S		0.051	1
7	233	738/9-S		0.093	1
8	236	740/3-S		0.095	1
9	237	742/17-S		0.048	1
10	239			0.028	1
11	240	744/16-R		0.078	1
12	243	761/40-S	761/41-S	0.037	1
13	244	762/4-S	762/5-S	0.09	1
14	245	763/17-S	763/18-S	0.104	1
15	214	429/MP		0.04	1
16	215	430/1-R		0.07	1
17	216	435/MP		0.04	1
18	217	438/5-S		0.04	1
19	218	438/6-S		0.06	1
20	246	764/7-S	764/8-S	0.12	1
21	248	764/27-S	764/29-S	0.105	1
22	250	766/2-S	766/4-S	0.06	1
23	254	789/9-S		0.064	1
24	255	790/6-S		0.064	1
25					
			Total	1.505 km	24 Nos.

Note:-

- ii) The length of Bridge / Drop grill gates are approximate and may vary up to $\pm 10\%$ and to be executed by the agency in same rate and no claim on this account will be entertained.
- iii) Overall finalisation of work and Payment will be done by Engineer In charge-EE, BFD-I, Siliguri. The contractor has to coordinate with EE, BFD-I and their representatives.

2. Detailed scope of work:

- i. **Topographical survey:** Conducting topographical survey using DGPS to capture essential ground features and assets and delivering the topographical information for 100 mtr width corridor (50 mtr each side from the center line) within accuracy of 5 cm at each location, the survey is to be conducted in each locations extending 500 mtr on both sides. TBM points to be established at each location on paint marked on permanent structure. All the topographical features including natural and man-made features, extent of vegetation (forest, cultivated land etc.) are to be captured. The output is to be delivered in DWG format.

Any other work which is not mentioned here and required for completion of topographical survey is to be done by the agency and the cost of the same is included in the quoted amount and nothing extra shall be paid for it.

ii. Hydrological Survey: Detailed study of hydrographic survey, Hydraulic data etc. for deciding hydrological parameters for stretch of 2 kms i.e. 1 km upstream and 1 km downstream of the proposed bridge & grill drop gates locations or IB Border whichever is less by observing river cross sections at a interval of 250 mtr along with 3 additional cross section at the proposed bridge center line /grill drop gates. The position of cross section of the river bed should be marked on the survey plan. The level of higher non flood and ordinary low water should be noted on each section.

Investigation and collection of following data:

Topographical details, catchment area with its shape (Oblong, fan etc,) and characteristics from the survey of India maps.

- a) Details of the course of the main stream and its tributaries.
- b) Longitudinal slope of the main stream and average land slope of the catchment from the contours.
- c) Nature of soil in the catchment (rocky, sandy, loamy or clay etc.)
- d) Extent of vegetation (forest, pasture, cultivated, barren etc.) and details of trees required to be felled in proposed land.
- e) Probable changes that may occur in the catchment characteristics assessed by enquiries from the right sources.
- f) Changes in the course of the channel.
- g) The nature of the material through which the channel flow. (Whether it consists of boulder, gravel, sand, clay or alluvium.) The description should be based also in actual borehole particulars.
- h) Bank erosion and bed scour observed at the bridge/ grill drop gate site in the case of alluvial rivers and the nature of material transported.
- i) The maximum observed scour depth in the vicinity of the proposed bridge/grill drop gates crossing.
- j) Full description of bridges (as given below) existing both upstream and downstream from proposed crossing including relief and overflow structures: (i) Steel bridge including span lengths and pier orientation. (ii) Cross section near the structure, including the vertical clearance from water level to soffit of superstructures and direction of the current during floods. (iii) All available flood history-high water marks with dates of occurrence, afflux observed, damages caused with sources of information.(iv) Photographs of existing bridges, past floods, main channels and flood plains and information as to nature of drift, stream bed and stability of banks.
- k) Factors affecting water stage at the proposed bridge & drop gates site such as: (i) High flood levels of stream joining, (ii) Particulars of reservoirs and tanks existing and approximate date of construction. (iii) Flood control projects on the stream or other structures which affect the flow in the stream. (iv) Character of floods Whether steady, flashy or eddy forming etc.

Any other work which is not mentioned here and required for completion of hydrological survey is to be done by the agency and the cost of the same is included in the quoted amount and nothing extra shall be paid for it.

iii. Geo Technical Investigation: Submission of report of soil investigation for Deep Foundation of Bridges and drop gates which shall include:-

- a) Site plan showing position of Bore holes. The required minimum 5 no of boreholes are to be carried out at each location. The minimum depth for bore holes should be **25 mtr.** for grill drop gates and minimum **30 mtr.** for bridges.
- b) Details longitudinal section of each bore hole showing the classification of soil in different strata and values of important parameters i.e. C, Φ , O, V, N value.
- c) The results of tests on various samples of each bore hole in proper tabular form (As per IRC-78-1983 Sh-2).

- d) Calculation of Bearing capacity of soil and settlement of well foundation and pile foundation with specific design load.
- e) Level of ground water table.
- f) In case rock is encountered, classification & characteristic of rock, RQD, safe bearing capacity, foundation level should be mentioned. Nature of cleavage plane to be specified.
- g) Report should show recommendation of type of foundation with detail calculation for bearing capacity settlement & embedment in incompressible layer/rock as per latest BIS/IRC/IRS recommendations.

Any other work which is not mentioned here and required for completion of geotechnical investigation is to be done by the agency and the cost of the same is included in the quoted amount and nothing extra shall be paid for it.

iv. Preparation of GAD: Bridge/Grill drop gates GAD should incorporate

- a) Sub structure details with type of construction, type of foundation (pile / open / well foundation), depth of foundations, footing details / pile founds details, foundation pressure, abutments / pier details duly showing bore log details of sub soil along with details of every soil strata at every abutment & piers locations etc.
- b) Span arrangements with details of Bed level, HFL, VC, Free board, Scour depth, formation level, Clear span, effective span, catchment area, Q50 discharge etc.
- c) Super structure details like type of structure (Steel), type girder / slab details, depth of construction, bearing details, wearing coat, track structure with cushion details etc.
- d) Approach details like steel railings, dirt walls, approach slab, back fill material as per RDSO specifications, protective works such as wingwalls, bank toe walls, pitching, type of flooring / drop wall / curtain wall details as per scour depth & silt factor criteria.

Any other work which is not mentioned here and required for completion of GAD is to be done by the agency and the cost of the same is included in the quoted amount and nothing extra shall be paid for it.

- v. Detailed architectural & structural designs, drawings, construction drawings for construction of bridge and Grill Drop gates, Retaining structure foundations, protection works, Drainage, Earthen Embankment including its components and sub-components such as all type of foundation system, sub-structures, super-structures, bearing system, expansion joint, river protection works, approach roads etc., pre-stressing details if required, surface level roads, and other ancillary & related structures including the detailed design and drawings for complete drainage scheme, rotatory arrangement for Grill drop gates, fixing arrangement for light fittings. It shall also include the modification in design/drawings, at no extra cost, required to be done due to any site constraints or otherwise as directed by Engineer-in-Charge.
Any other work which is not mentioned here and required for detailed architectural and structural design/drawing is to be done by the agency and the cost of the same is included in the quoted amount and nothing extra shall be paid for it.

- vi. Finalization of the tender drawings, work out the bill of quantities to frame the Detailed Estimate and tender document, specifications of all important items, T & P requirement, Planning/ scheduling of various construction activities- **for all the bridges and grill drop gates mentioned in scope of work.**

- vii. Once the Department approves the structural model and design philosophy, the consultant, shall carry out detailed structural analysis considering all relevant factors. Based on the analysis/results, all the required drawings shall be prepared in the standard format and shall be submitted to the proof checking Department, within one week of approval of structural model/ design philosophy by the Department for proof checking.

- viii. The work falls under jurisdiction of Border Fencing Division-I, CPWD, Siliguri under Border Fencing Circle-I, IBBZ-I, CPWD, Siliguri and agency has to coordinate and execute the works in consultation of Executive Engineer of the respective divisions.

3.0 Scope of Services:

- 3.1 Consultant shall prepare analysis, design & drawing for structure of grill/drop type gate for the proposed construction. Six sets of drawings and one soft copy of the drawings both in required scale shall be given by the Consultant to the department. The drawings may undergo multiple revisions prior to their finalization and submission in accordance with the conditions stipulated in the NIT.

The scope of work for: **Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB). SH: - Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).** shall include design & drawings for the followings: -

- (i) Detailed Hydrological & Soil investigation
- (ii) Detailed hydrographic surveying and collection of data.
- (iii) Detailed Topographic survey
- (iv) Detailed project report including Architectural & Structural design, detailed estimate and detailed design drawings, including vetting charges from IIT/NIT.

3.2(A) Structural design work.

- (i) The structural design proposed shall be sound, safe as well as cost effective in the long run. The Steel Structural design shall conform to all relevant BIS codes on Designing. All statutory provisions for differently abled persons should also be incorporated in the design.
- (ii) Structural drawing of bridges/road/wing walls/sub-structure, super-structure and foundations based on standard and code practice duly proof checked by IIT/NIT. Permissible loading for Bridge = IRC Class 70R Loading.
- (ii) Finalization of structural arrangement of the Grill/Drop Gate as mentioned below
 - a. Abutment/pier of grill/drop type gates.
 - b. Steel Structure of grill/drop type gates.
 - c. Foundation details.
 - d. All other detailing required for the finalization of design
- (iii) After the award of the work, the consultant can engage specialized agency for carrying out geo-technical investigations and sub-surface explorations due to non-availability of inhouse experts. The specialized agency shall be approved by Engineer-in-charge.
- (iv) Agency has to conduct sufficient number of Soil investigation, as per relevant IS code/applicable norms on proposed site area by any State Govt. engineering college, NIT, IIT or any NABL accredited Laboratory approved by Engineer-In- Charge. Nothing extra shall be paid on this account.
- (v) Consultant shall take up all the activities for the proposed grill/drop type gates along high embankments and any other location as necessary for proper design of the works and conduct all relevant laboratory and field tests on soil and rock samples. He shall go through the same and prepare preliminary structural concept, framing plan, type of foundation and the structural arrangement of the grill/drop type gates after receipt of the soil test report. Framing plan of

Abutment and Steel Structure, preliminary details shall be submitted and discussed with **EE BFD-I** before finalizing the design and analysis of structural details.

- (vi) After finalizing the structural arrangement of Abutment, Steel Structure and Foundation, the consultant shall carry out detailed analysis of the structure considering all relevant factors. The consultant shall be permitted to propose the use of latest materials, subject to their technical suitability, durability, and overall cost-effectiveness, ensuring that the proposed solutions are economical and justified.
- (vii) Based on the analysis/results the structural drawings shall be prepared in the standard format. The analysis input/results along with three prints of the complete relevant design, drawing, reports etc shall be submitted for checking to the office of EE BFD-I on the date and time fixed after mutual consultations. After submitting of complete relevant design, drawing, reports etc to the Engineer in charge, the concerned EE will check & give comments for correction/ modification within one month after submission. During this time the consultant or his authorized representative having complete knowledge of design, drawing works will be available for discussion in the O/o respective EE's, O/o SE, BFC-I CPWD Siliguri & O/o CE, IBBZ-I, CPWD Siliguri .
- (viii) Relevant I.S. Codes for design shall be followed and design has to be earth quake resistant and relevant code of Earthquake resistant building with ductile detailing requirement.
- (ix) The structural design and drawings/ calculations may/will be got vetted from reputed Govt. institution such as IIT, NIT. In this case all the details and drawings shall be provided and meetings shall be attended by the consultant to explain the design and analysis to the Institute/organization vetting the drawing.
- (x) The corrections/modifications suggested by vetting authority or the Department through EE, BFD-I, CPWD, Siliguri will be incorporated in the design and drawings by the consultant without any extra payment.
- (xi) After the final approval, the consultant shall supply final design calculations of different structural members, design data, reinforcement detailing sheet etc. along with **6 prints** of final structural drawings (A-1size or as directed by the Engineer– in-Charge). The final Analysis/ design/ drawings shall be submitted in soft-copy also for future record. The consultant or his authorized representative having complete knowledge of design work shall attend the meeting with O/o CE, IBBZ-I, CPWD, and/or SE, BFC-I, CPWD, Siliguri as per requirement.

3.3 Specifications

All activities related to field studies, survey, geotechnical investigation, hydraulic design, preliminary design, drawings and documentation shall be done as per the latest guidelines/circulars of MORTH and relevant publications of the Indian Road congress (IRC) and Bureau of Indian standards (BIS). All notations abbreviations and symbols used in the reports, documents and drawings shall be as per IRC-71-1977 Consultant shall collect the available data and information from the concerned local body directly if so required.

3.4 Soil Investigation

Consultant will carry out detail survey, topographical survey, Contours plan, Hydrological Survey, L-sections, Cross sections and soil investigation at least five or more bore holes shall be done as per direction of Engineer-in-charge. Consultant will collect all hydrological data at all site.

3.5 Estimate and Costing

Preparation of detailed cost estimate(s) of the entire scope of the project by considering individual/group of structures, Civil Services/Electrical Services// etc., based on Latest CPWD Delhi Schedule of Rates (DSR)/MORTH data book on the prescribed format. The Detailed Estimate showing details of measurement, BOQ, draft bid document, analysis of rates, market rate quotations, at-least three makes of product, specifications etc. shall have to be prepared and submitted by the consultant to the Engineer-in-Charge, CPWD for formal approval.

3.6 Consultant will remain associated with the work during planning as well as construction stage. During planning or progress of construction work, there may be some stage where consultant may be required to correct/modify the drawings/design based on changes in architectural drawings/ structural drawings or otherwise due to duly authorized changes. The consultant shall be responsible to ensure such corrections/ modifications on architectural/ structural drawings within reasonable time so that the progress of work is not hampered and submit six copies of drawing/ document along with soft-copy without any extra charges. Nominal modifications arises due to site conditions/client requirements etc are included in the Para 17, Page no. 9. However, the substantial change/ major change in scope of work after finalization may attract extra payment. Further, whether change is nominal or major will be decided by the Engineer in charge during consultancy/execution stage. Nothing extra shall be payable for changes, alterations due to consultant's own omissions and/or discrepancies including changes proposed by the consultant.

3.7 The firm shall be required to do structural analysis, design and detailing on latest standard computer software such as STAAD Pro equivalent. The structure shall be analyzed and designed considering seismic provisions as per latest relevant IS codes like IS 456, IS1893, IS4326, IS13920, IS875, IS800, IRC-6(2017) and any other relevant codes applicable and detailing shall also be done per latest relevant IS codes pertaining to seismic provisions of ductile detailing of RCC structure. The design shall be tabulated and structural drawings prepared in A-1 or any other size as per direction of Engineer-in-charge preferable by computerized means.

3.8 The department may opt for structural design with any possible mode as permissible as per relevant IS code, the consultant will be bound to provide of proof of capability of such structural design.

3.9 The firm shall ensure that the design proposed is economical and suffices the requirements of proposal.

3.10 The final package wise DPR consisting of Main Report, Design Report and Materials Report incorporating all revisions deemed relevant following receipt of the comments from CPWD on the draft DPR shall be submitted as per the schedule.

3.11 Based on approved Design (GAD, Structural Drawings) cost estimate to be prepared by the consultant including source of material, market rate of materials, details of measurement, analysis of rates, schedule of quantity etc. The relevant market rate data required for estimation purposes shall be collected independently by the Consultant.

3.12 The RCC members shall be designed on the basis of Design Mix Concrete.

3.13 After the final corrections, including any modification, suggestion by CPWD, the consultant shall submit the 6 (six) sets of complete Architectural & structural drawings in hard copy in 'A-1' or any other size as per approval of Engineer-in- charge on tracing paper (Preferable computerized print) along with softcopy.

3.14 The consultant will issue the drawing with stamp "Good for construction" Proof checking IIT/NIT shall sign the drawings with stamp "Structural design proof checked and approved for construction"

- 3.15** The consultant will depute one person as nodal officer for discussion with CPWD at Siliguri.
- 3.16** Any reference pillar/surveyed alignment shall be transferred on to the ground with reference Pillar and Bench Mark/Reference Pillar of size 15cm X 15cm X 45cm shall be cast in RCC of grade M15 with a nail fixed in the center of the top surface. The reference pillar shall be embedded in concrete upto a depth of 30cm with CC M10 (5cm wide all round). The balance 15cm above ground shall be painted yellow.
- 3.17** All Environmental Impact and Social Impact Assessment, if required have to be done by the consultant (If required) at no extra cost.
- 3.18** The Consultant shall comply with all applicable laws, bye-laws, and statutory provisions etc. in the performance of the consultancy assignment and in the execution of the project.
- 3.19** The Consultant shall comply with the applicable norms of local as well as Central Govt. Bodies.
- 3.20** The Consultant shall ensure that the various structure/ engineering services are suitable and economically designed without any discrepancies between the structure and the requirements of service installation

3.21 Revisions

Drawings may need revision on getting inputs from client before approval and contractor shall incorporate the revisions without extra cost. Also revisions may needed during execution and consultant shall carry out these revisions at no extra cost. Nominal modifications arises due to site conditions/client requirements etc are included in the Para 17, Page no. 9. However, the substantial change/ major change in scope of work after finalization may attract extra payment. Further, whether change is nominal or major will be decided by the Engineer in charge during consultancy/execution stage. Nothing extra shall be payable for changes, alterations due to consultant's own omissions and/or discrepancies including changes proposed by the consultant.

3.22 Schedule for execution of work, submission of Reports and Documents

Stage	Activity	No. of copies	Time Period from date of Commencement
1.	Submission of Topographical survey & Hydrological survey report	3	02 months
2.	Submission of geotechnical survey & preparing bore log data chart & detailed report	3	03 months
3.	Preparation of GAD, Architectural & Detail Structural drawing, proof checking and submission report to Engineer-in-charge in A1 size along with CD to the department	3	04 months
4.	Submission of estimate in 3 sets along with CD	3	05 months
5.	Submission of complete DPR with all reports in spiral bonded form in 3 sets along with CD	6	06 months
Time allowed for execution of work			06 months

PART-B

GENERAL RULES & DIRECTION

1. All work proposed for execution by contract will be notified in a form of Invitation to Bid in <https://etender.cpwd.gov.in> and signed by the officer inviting Bid. This form will state the work to be carried out, as well as the date for submitting and opening Bids and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the Bid, and the amount of the security deposit and Performance Guarantee to be deposited by the successful Bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting Bid shall also be open for inspection by the consultant at the office of officer inviting Bid during office hours.
2. In the event of the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the Bid, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where consulting firms are described in their Bid as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm
4. The officer inviting Bid or his duly authorized assistant will open Bids in the presence of any intending consulting firms who may be present at the time.
5. The officer inviting Bids shall have the right of rejecting all or any of the Bids and will not be bound to accept the lowest or any other Bid.
6. The receipt of an accountant or clerk for any money paid by the consulting firm will not be considered as any acknowledgment or payment to the officer inviting Bid and the consulting firm shall be responsible for seeing that he procures a receipt signed by the officer inviting Bid or a duly authorized Cashier.
7. The Bidders shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the Bid documents drawings or other records connected with the work given to them.
8. Use of correcting fluid, anywhere in Bid document is not permitted. Such Bid is liable for rejection.
9. The contractor whose bid is finally accepted will be required to furnish performance guarantee of 5% of Estimated Cost Put to Tender (ECPT) or Tender Amount (**Whichever is higher**) within the period specified and shall remain valid for a minimum six months beyond the date of completion of all contractual obligations. In case of **abnormally low bid** (if the quoted bid amount is less than 80% of ECPT) the bidder shall be required to submit **Additional Performance Guarantee (APG)** equivalent to the difference between the 80% amount of ECPT and quoted amount, in addition to the Standard Performance Guarantee (PG). This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee including e-Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. In case the contractor fails to deposit the said performance guarantee [**Standard Performance Guarantee (PG) + Additional Performance Guarantee (APG)**] within **7days** from the date of issue of letter of acceptance including the extended period if any, the Earnest Money deposited by the contract or shall be forfeited automatically without any notice to the contractor and the contract shall deemed to be terminated. In case the time for completion of work gets enlarged, the contractor shall get the validity of the Performance Guarantee extended to cover such enlarge time for completion of the work.

10. The consulting firm whose Bid is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the Bided value of the work. The Security deposit will be collected by deductions from the running bills of the consulting firm at the rates mentioned above. Security amount will also be accepted in the shape of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee from any of the Commercial banks shall be accepted for this purpose provided confirmatory advice is enclosed.
11. On acceptance of the Bid, the name of the accredited representative(s) of the consulting firm who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge
12. Goods & Services Tax (GST) shall be payable by the Consulting firm and Government will not entertain any claim whatsoever in respect of the same. GST shall not be reimbursed to the consultant.
13. The consulting firm shall give a list of both gazetted and non-gazetted C.P.W.D. employees related to him.
14. The Bid for work includes all works detailed in scope of work and other terms and conditions of this bid document.
15. The consulting firm shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-In-charge may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The consulting firm shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
16. The assessment of existing utilities and preparation of utility shifting and protection proposals are included within the scope of consultancy services. Nothing extra shall be paid on this account.
17. The Consultant is fully responsible and liable with respect to the accuracy of all data, designs, drawings, estimates, and other deliverables, particularly in cases where inputs, data, or information are provided by concerned authorities, Client departments, or third-party agencies.

CONDITIONS OF CONTRACT

1. Definitions

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

- (a) Contract means the documents forming the Bid and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the Consulting firm, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -

- i. The expression works or work shall, unless there be something either in the subject or context repugnant to such work, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- ii. The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- iii. The Bidder / Consultant shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- iv. The **President** means the President of India and his successors.
- v. The **Engineer-in-charge** means the Engineer Officer from CPWD who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President of India.
- vi. **Government or Government** of India shall mean the President of India.
- vii. The terms **Director General** includes Special / Additional Director General/Chief Engineer/Superintending Engineer
- viii. **Accepting Authority** shall mean the SE, BFC-I, IBBZ-I, CPWD /CE, IBBZ-I, CPWD.
- ix. **Excepted Risk** are risks due to riots (other than those on account of Consulting firm's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the consulting firms has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued.
- x. **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and manpower involved in the work to be executed plus 15 (fifteen) percent towards all overheads and profits.
- xi. **Department/Employer/Client** means CPWD which invites Bids on behalf of President of India.
- xii. **Bid value** means the Amount of Contract Agreement as stipulated in the letter of award.
- xiii. **Date of commencement of work:** The date of commencement of work shall be 10th day from the date of issue of letter of acceptance.
- xiv. **Contractor/s-** The agency appointed by CPWD for execution of construction works.

Note: All Designations / Positions as defined above and elsewhere in this bid document may be changed, in future, by orders of Govt. of India which shall be applicable to this contract also.

2. Scope and Performance

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

The consulting firms shall be furnished, free of cost one certified copy of the contract documents, except CPWD standard specifications, design codes (BIS, IRC and ASTM etc.) and such other printed and published documents, together with all drawings as may be forming part of the Bid papers. None of these documents shall be used for any purpose other than that of this contract.

3. **Works to be carried out**

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all technical expertise manpower, materials, tools, plants, equipment, transports and any Government approval required for execution of work which may be required in preparation of and for and in the full and entire execution and completion of the assigned works. The descriptions given in the professional fees shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of design calculation, discussions, visits and all other man powers necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good engineering practice and recognized principles as per the direction of Engineer-in-charge

4. **Sufficiency of Bid**

The Consulting firms shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of his Bid for the works and of the rate quoted in the Schedule of Professional fees, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

5. **Discrepancies Adjustment of Errors**

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between Specifications, Design Codes, Drawings, Manufacture Specifications, the following order of preference shall be observed: -

- i. Description of Scope of Work in contract document.
- ii. Conditions of Contract, Clauses of Contract and Special Condition, if any, in contract document.
- iii. CPWD Specifications.
- iv. Design Codes (Order of preference - BIS, IRC, ASTM, EV Codes, DIN Codes etc.)
- v. As per direction of Engineer-in-charge.

If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer-In-charge shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the consulting firms.

Any error in description or any omission there from shall not vitiate the Contract or release the Consulting firms from the execution of the whole or any part of the works comprised therein according to codes, specifications, and drawings or from any of his obligations under the contract.

6. **Signing of Contract**

The successful Bidder, on acceptance of his Bid by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

- i. The notice inviting Bid, all the documents including drawings, if any, forming the Bid as issued at the time of invitation of Bid and acceptance thereof together with any correspondence leading thereto.
- ii. Contract Form.
- iii. No payment for the work done will be made unless contract is signed by the consulting firms.

CLAUSES OF CONTRACT**1. Performance Guarantee: -**

- 1.1 The contractor whose bid is finally accepted will be required to furnish performance guarantee of 5% of Estimated Cost Put to Tender (ECPT) or Tender Amount (**Whichever is higher**) within the period specified and shall remain valid for a minimum six months beyond the date of completion of all contractual obligations. In case of **abnormally low bid** (if the quoted bid amount is less than 80% of ECPT) the bidder shall be required to submit **Additional Performance Guarantee (APG)** equivalent to the difference between the 80% amount of ECPT and quoted amount, in addition to the Standard Performance Guarantee (PG). This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee including e-Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. In case the contractor fails to deposit the said performance guarantee [**Standard Performance Guarantee (PG) + Additional Performance Guarantee (APG)**] within **7days** from the date of issue of letter of acceptance including the extended period if any, the Earnest Money deposited by the contract or shall be forfeited automatically without any notice to the contractor and the contract shall deemed to be terminated.
- 1.2 The Performance Guarantee shall be initially valid for at least six months beyond the completion date. In case the time for completion of work gets enlarged, the Bidder shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.
- 1.3 The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (a) Failure by the Bidder to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the Bidder to pay President of India any amount due, either as agreed by the Bidder or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
 - (c) Failure to execute any subcomponent of the contract work.
- 1.4 In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.
- 1.5 **Release of performance guarantee**
The performance guarantee shall be released after recording of completion certificate for this contract/closure of contract by Engineer-in-charge.

2. Recovery of Security Deposit: -

- 2.1 The person/persons whose Bid(s) may be accepted (hereinafter called the Bidder) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.50% of the gross amount of each running and final bill till the sum deducted, will amount to security deposit of 2.50% of the tendered amount of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the Bidder to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby

shall fall on the Bidder and the Bidder shall forthwith on demand furnish additional security to the Government to make good the deficit.

- 2.2 All compensations or the other sums of money payable by the Bidder under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Bidder by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Bidder shall within 10 days make good in cash or fixed deposit receipt Bided by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

The security deposit shall be collected from the running bills of the Bidder at the rates mentioned above. Earnest money deposited at the time of Bids will be refunded after receipt of Performance Guarantee.

- 2.3 The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5.00 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5.00 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in various classes and which shall be extended from time to time depending upon extension of contract granted under provisions of clauses of the contract.

Note-1: Government papers Bided as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both Performance Guarantee and Recovery of security Deposit

2.4 **Release of security deposit (Except additional security deposit)**

Release of the Security Deposit shall be subject to:

- No outstanding claims, defects, or liabilities attributable to the Consultant.
- Submission of all required documents, reports, and completion certificates as stipulated in the contract. The security deposit shall be released to the consultant after 12 months of the completion of the work. In case of any defect, deficiency, or non-performance observed during the said period, the CPWD reserves the right to withhold or recover the applicable portion of the Security Deposit.

3.0 **When Contract can be Determined: -**

- a. Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the consultant in respect of any delay, inferior work, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
 - i. If the consultant has been given by the Engineer-in-Charge a notice in writing or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

- ii. If the consultant has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- iv. If the consultant persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer- in-Charge.
- v. If the consultant shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- vi. If the consultant shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- vii. If the consultant had secured a contract with Government as a result of wrong Bidding or other non-bonafide methods of competitive Bidding or commits breach of integrity agreement.
- viii. If the consultant being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix. If the consultant being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi. If the consultant assigns, (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract) transfers, sublets (engagement of labour on a piece-work basis or of labor with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.
- xii. When the consultant has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:

- , □□, □□, □□.
- a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the consultant under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the earnest money deposit, Security Deposit (except additional security deposit) already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
 - b) After giving notice to the consultant to measure up the work of the consultant and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another consultant to complete the work. The consultant, whose contract is determined as above, shall not be allowed to participate in the Bidding process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the consultant shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the consultant shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

b. Cessation of Rights and Obligations

Upon termination of this Contract or upon expiration of this Contract, 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 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records hereof, and (iv) any right which a Party may have under the Applicable Law.

c. Cessation of Services

Upon termination of this Contract the Consultant 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 Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively.

d. Payment upon Termination

Upon termination of this Contract, the Client shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- i. Remuneration for Services satisfactorily performed prior to the effective date of termination.
- ii. Reimbursable expenditures for expenditures actually incurred prior to the effective date of termination.

4.0 Time and Extension for Delay: -

The time allowed for execution of the Works as specified in NIT or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from date of start as specified in bid document. If the consultant commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

4.1 If the work(s) be delayed by: -

- a. force majeure, or
- b. Serious loss or damage by fire, or

- c. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- d. delay on the part of other agencies engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- e. any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Bidder's control.

then upon the happening of any event causing delay, the Consultant shall immediately give notice thereof in writing to the Engineer-in-Charge for entry in the hindrance register (physical or web – based) but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works. The consultant shall have no claim of damages for extension of time granted or rescheduling of time schedule of Consultancy work for event listed in this sub clause

4.2 Request for extension of time, to be eligible for consideration, shall be made by the consultant in writing within fourteen days of the happening of the event causing delay on the prescribed form to the **Executive Engineer, Border Fencing Division-I, CPWD, Siliguri**. The consultant may also, if practicable, indicate in such a request the period for which extension is desired.

4.3 In any such case the authority as indicated above, may give a fair and reasonable extension of time and reschedule the “time schedule for consultancy works” for completion of work. Such extension or re-scheduling of “time schedule for consultancy works” shall be communicated to the consultant by the authority in writing, within 4 weeks of the date of receipt of such request. In event of non-application by the bidder for extension of time Engineer in Charge after affording opportunity to the contractor, may give, supported with a program, a fair and reasonable extension with a reasonable period of occurrence of the event

4.4 Time Schedule/Milestone:

Stage	Activity	No. of copies	Time Period from date of Commencement
1.	Submission of Topographical survey & Hydrological survey report	3	02 months
2.	Submission of geotechnical survey & preparing bore log data chart & detailed report	3	03 months
3.	Preparation of GAD, Architectural & Detail Structural drawing, proof checking and submission report to Engineer-in-charge in A1 size along with CD to the department	3	04 months
4.	Submission of estimate in 3 sets along with CD	3	05 months
5.	Submission of complete DPR with all reports in spiral bonded form in 3 sets along with CD	6	06 months
Time allowed for execution of work			06 months

The date of commencement of work will be considered on 10th day after the date of the award of the work to the consultant. The time of 06 months is considered for completion of work in all respects up to getting completion certificate. However, the Consultant shall continue to provide necessary services during the actual execution and completion of the project, as and when required by the Department, without any additional cost unless otherwise specified in the NIT.

Note: In the event of not achieving the milestone as per above given schedule, a recovery of 1% of the tendered value will be withheld from running bill for each milestone. The above milestones may be revised by the SE, BFC-I, IBBZ-I, Siliguri considering requirement of works and hindrances, if any, in achieving the above milestones.

5 Compensation for Delay

- 5.1 If the consultant fails to maintain the required progress to complete in terms of time schedule for consultancy work or justified extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated @ 1.0 % per month of delay to be computed on per day basis as decided by the **SE,BFC-I, IBBZ-I,CPWD, Siliguri** on the amount of Bided value of the work for every completed day/month (as determined) that the progress remains below that specified in the table of Time Schedule for consultancy work or that the work remains incomplete. Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Bid amount of work or of the Bid amount of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the consultant under this or any other contract with the Government.

6. Deviation and Extra items

- i. The employer/CPWD shall have the right to request in writing the changes i.e. additions/ deletions or modifications in the design and drawings of any part of the work and to request in writing any additional work in connection therewith and the consultant shall comply with such request.
- ii. If the employer deviates substantially from the original scheme which involves extra services, extra expenses and extra labour on the part of the consultant for making such changes and additions to the drawings, specifications or other documents thereby rendering major part or the whole of his work infructuous, the consultant may then be compensated for such extra services and expenses on quantum merit basis.
- iii. Nothing extra shall be payable for such changes, alterations due to consultant's own omissions and/or discrepancies including changes proposed by the consultant.
- iv. The decision of the employer shall be final and binding on whether the deviations and additions are substantial and require any compensation to be paid to the consultant.
- v. For the minor modifications or alterations which does not affect the approved/ entire scheme of planning and design, no additional amount will be payable to the consultant.
- vi. The consultant shall not make any deviation, alteration, additions to or omissions from the work shown/ described and awarded to him except with prior approval of the Engineer-in-Charge in writing.
- vii. Nothing extra shall be payable to the consultant for change in norms of local bodies, AICTE, Environment Ministry, PCB, AAI, Fire department etc. During the preparation of drawings cost will not be affected either on higher or lower side due to such changes.

No additional payment shall be admissible in case the total additions and/or alterations result in an increase in the number of bridge locations and/or drop grill gates/sluice gates and length of bridges/drop gates given in scope of work up to 10% of the originally envisaged scope of work. In the event that such variation exceeds 10%, payment for the work beyond the permissible limit of 10% shall be made on a pro-rata basis, calculated with reference to the approved consultancy fee under this agreement corresponding to the original scope of work for which the consultancy was awarded. The decision of the Superintending Engineer regarding the determination of payable fees for additional work arising due to enhancement of scope beyond 10% shall be final and binding on the consultant. A similar principle shall apply in the case of reduction in scope of work, and the consultancy fee shall be adjusted on a pro-rata basis accordingly.

- viii. The payment of deviation beyond the scope of work as defined above will be paid on agreement rates. The payment of extra items will be paid on market rates as decided by the Engineer in charge on the

basis of the cost of materials and manpower involved in the work is to be executed plus 15 (fifteen) percent towards all overheads and profits.

- ix. The completion cost shall, in no case, exceed 1.25 times the contract amount. Contractor will devise a system to keep a watch on quantum of work taken up vis-à-vis balance items required to complete defined scope of work and will give the alerts to Engineer-in-Charge before taking up extra item(s), deviation(s) so that completion cost does not exceed above limit. Work executed beyond above limit will neither be recorded nor be paid.

7. **Foreclosure of agreement:**

If at any time after acceptance of the bid or during the progress of work, the purpose or object for which the work is being done change due to any supervening cause and as a result of which the work has to be abandoned or reduce in scope, the Engineer-in Charge shall give notice in writing to that effect to the consultant stating the decision as well as the cause for such decision and the Consultant shall act accordingly in the matter. The Consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of establishment, machinery, materials any profit or advantage which he might have derived from the execution of the works in full but did not derive in consequence of the foreclosure of the whole or part of the works. In such circumstances the consultant shall be paid at contract rates, full amount for works carried out by him, the security deposit and the performance guarantee of the consultant shall be refunded, but no payment on account of establishment, machinery, materials interest, loss of profit or damages etc. shall be payable at all and the employer shall be at liberty to make full use of all or any of the drawings, designs or other documents prepared by the Consultant.

8. **Force Majeure**

i. **Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Part's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood etc., strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) Normal expected weather phenomenon, including heavy rains (ii) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (iii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or over come in the carrying out of its obligations here under.
- (c) Force Majeure shall not include in sufficiency of funds or failure to make any payment required hereunder.

ii. **No Breach of Contract**

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

ii. **Measures to be taken**

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to move such Party's inability to fulfil its obligations here under with a minimum of delay.

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

iii. **Consultation**

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

iv. **Suspension**

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

8. Settlement of Disputes & Arbitration: -

8.1. Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) **Appeal to Chief Engineer:** If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, records or decision given in writing by the Engineer-in-charge or if the Engineer-in-charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed , such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer/CPM, along with the list of the disputes with amounts claimed if any in respect of each dispute. The Chief Engineer/CPM shall give his decision within a period of 30 days from the receipt of reference from contractor/Engineer-in-charge. Provided that no party shall be represented before the Chief Engineer/CPM by an advocate/legal counsel etc.
- (ii) **Conciliation:** If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (Special Director General or the Additional Director General Concerned with the work, as applicable). The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may reformulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation

proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, '1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

Place of Conciliation: The place of conciliation will be Delhi or any other place in India where ADG/SDG concerned with the work is placed.

8.2. **Arbitration:** If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the Proforma prescribed in Form-E, under intimation to the other party, to the Chief Engineer or the Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitration Appointing Authority, for appointment of Arbitrators.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration in sub clause (i) and (ii) above. In the event of either party giving a notice to the Arbitrators Appointing Authority for appointment of Arbitrators, the said Authority shall appoint Arbitrators as per the procedure given below and refer such disputes to arbitration.

- (a) **Number of Arbitrators:** If the contract amount is less than Rs.100 crore, the disputes may be referred for adjudication by a sole Arbitrator. If the contract amount is Rs.100 crore or more, the disputes may be referred to an Arbitral Tribunal of three arbitrators.
- (b) **Qualification of Arbitrators:** It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India). The aforesaid educational qualification and work experience shall be Mandatory for appointment as Arbitrator. The age of arbitrator at the time of appointment shall not exceed 75 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.
- (c) **Parties to select Arbitrator:** Based on the criteria specified above, a list of Empanelled Arbitrators has been prepared in CPWD, and the parties may have option to select an Arbitrator from the list sent to them but selected arbitrator shall be other than past CPWD official. Alternately, sole arbitrator or arbitral tribunal can be got appointed from India International Arbitration Centre (IIAC)

8.3. **Appointment of Sole Arbitrators:** The Arbitrator appointing authority shall propose five Arbitrators from the list of CPWD Empaneled arbitrators (non ex-CPWD) to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking Arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrators Appointing Authority shall appoint the chosen personas the Sole Arbitrators within 15 days of the receipt of choice. It is a term of this Arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empaneled Arbitrators forwarded to them, the Arbitrators Appointing Authority shall himself select and appoint Arbitrators from the said list. Alternately, IIAC can be requested to appoint arbitrator by the arbitrator appointing authority.

8.4. **Appointment of Arbitral Tribunal of three Arbitrators:** The Arbitrator Appointing Authority shall prepare two separate lists of five Arbitrators each from the list of CPWD Empaneled Arbitrators (non ex-CPWD), and send one to the party seeking arbitration and other to the responding party, within 15 days of the receipt of notice. The parties will then choose any one Arbitrator from the list provided to them within 15 days of receipt of the list. The Arbitrator Appointing Authority shall then appoint

those chosen by the respective parties as Arbitrators and also a third Arbitrator from the list of CPWD Empaneled Arbitrators (non-ex-CPWD) to act as presiding Arbitrator, within 15 days of receipt of choice from both the parties. It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empaneled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list. Alternately, IIAC can be requested to appoint arbitral tribunal by the arbitrator appointing authority.

8.5. Applicable Law: The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of '1996) and any further statutory modification or re-enactment there of shall be applicable. Further, the track procedure for arbitration contained in Section 298 of the said Act shall apply.

8.6. Fee payable to Arbitrator(s): The fee payable to the Arbitrator(s) for arbitration cases, shall be as per the fee given in the fourth schedule of the Arbitration & Conciliation Act, 1996 (or latest amendment) and shall be shared equally by both the parties.

The fee of IIAC appointed arbitrator or arbitral tribune will be as per IIAC norms.

8.7. Place of Arbitration: The place of arbitration shall preferably be Siliguri. However, the Arbitral Tribunal may decide the place in consultation with both the parties.

8.8. Terms of reference: The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000.

8.9. Interest on Arbitration award: It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent-elite interest shall be payable on any part of the Arbitral award..

9 Bidder to indemnify Govt. against Patent Rights: -

The Bidder shall fully indemnify and keep indemnified the President of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such matters as aforesaid, the Bidder shall be immediately notified thereof and the Bidder shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the Bidder shall not be liable to indemnify the President of India if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

10 Levy/taxes payable by Consultant:-

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of inputs for or output by this contract shall be payable by the consultant and Government shall not entertain any claim whatsoever on this account.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the Bidder to the State Government, Local authorities in respect of any material used by the consultant in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the consultant.

12. Number of documents and copy right

- 12.1 Copies of all the documents/drawings, designs, reports and any other details envisaged under this agreement shall be supplied (Up to Six numbers of copies). All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. Copies of all the final drawings shall be submitted to the Engineer-in-Charge along with a soft copy (AutoCAD and PDF) in Pen drive for reproducing it in A-3 or large size. If there is any revision in any drawing/document for any reason, copies of drawing/document shall be re-issued along with soft copy in pen drive without **any extra charges**. All these drawings will become the property of the Engineer-in-Charge. The Engineer-in-Charge may use these drawings in part or full in any other work without any notice to the consultant and without any financial claim of the consultant.
- 12.2 **Issue of detailed working drawing/Modifications:** - The consultant will issue upto **6(Six)** copies of detailed working drawings. These drawings should be on suitable duly marked good for construction and signed by the architect for taking up the work during execution. Any discrepancy pointed out by the Engineer-in-Charge with regard to mismatch between architectural drawings and structural and or other drawings shall be set right by the consultant and fresh drawings or Part of drawings shall be issued by the consultant incorporating such correction/modifications and nothing extra shall be paid on this account.
- 12.3 The drawings cannot be issued to any other person, firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Engineer-in-Charge and / or his authorized representative.

13. Payment to the consultant

- (a) The payment shall be made in Indian Rupees.
 (b) Payment Schedule

The payment shall be made in stages as mentioned below (in the same order)

Sl No	Activities	Fee payable (in % of contract amount)	Cumulative Fee (in % of contract amount)
1.	Submission of Topographical survey & Hydrological survey report	15%	15%
2.	Submission of geotechnical survey & preparing bore log data chart & detailed report	20%	35%
3.	Preparation of GAD, Architectural & Detail Structural drawing, proof checking and submission report to Engineer-in-charge in A1 size along with CD to the department	35%	70%
4.	Submission of estimate in 3 sets along with CD	15%	85%
5.	Submission of complete DPR with all reports in spiral bonded form in 3 sets along with CD	15%	100%

14. Non-Disclosure Clause

The consultant shall not disclose directly or indirectly any information, materials and of the BSF/Employer infrastructure/ system/ equipment's etc. which may come to the profession or knowledge of the consultant during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The consultant shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The consultant shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The consultant shall indemnify the Employer for

any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the consultant and the Employer shall be entitled to claim damages and pursue legal remedies.

The consultant shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

The consultant obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

15. **Prevention of Sexual Harassment of women at workplaces**

a) The consultant shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013" In case of any complaint of sexual harassment against its employee within the workplace of the BSF/CPWD, the complaint will be filed before the Internal Complaints Committee constituted by the consultant/ Agency and the Consultant/ Agency shall ensure appropriate action under the-said Act in respect to the complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the consultant against any employee of the Employer shall be taken cognizance of by the Regional Complaints Committee constituted by the Employer.

c) The consultant shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees /workmen of the contractor, for instance any monetary relief to Employer's employee, if sexual violence by the employee /workmen of the consultant is proved.

d) The consultant shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

e) The consultant shall provide a complete and updated list of its employees who are deployed within the Employer's premises.

16. **Accounting, Inspection and Auditing**

The Consultant (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 the bases of the Consultant' costs and charges), and (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.

17. **Consultant's Personnel**

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

18. **Access to Land**

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all and in the Government's country in respect of which access is required for the performance of the Services. The Consultant will be responsible for any damage to such land or any property thereon resulting from such access in respect of liability for any such damage.

19. **Changes in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts.

20. **Responsibility for Accuracy of Project Documents**

20.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part

of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/investigations and correcting layout etc. if required during the execution of the Services.

20.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures. All the designs and drawings for bridges and structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All drawings for bridges and structures shall be duly signed by the (a) Designer, Senior Checking Engineer, and (c) Senior Structure Expert. The designs and drawings not signed by the three persons mentioned above shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy/ deficiency in the designs and drawings of the bridges and structures noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultant.

20.3 The survey control points established by the Consultant shall be protected by the Consultant till the completion of the Consultancy Services.

21. Additional security Money

An amount equivalent to 10 % of the work done will be retained as an additional security (**this is in addition to security deposit of 2.5%**) from every bill. This additional security will be withheld for accuracy of design, drawings, surveys, GAD, Estimates, Geotechnical investigation, DPR and for necessary technical support and clarification during execution of physical work as defined in information and instruction to bidders for e-tendering para-17 page no. 9 and the same will be released after the completion of civil contract execution works or after 5 years from completion of consultancy services, whichever is earlier. The additional security amount retained will also be used for purpose of penalty as proposed in 22.1 & 22.2. However, in case no variation has been occurred in 22.1 and work executed satisfactorily as per para 22.2, this additional retention money will be released within time period as mentioned above. However this amount will be released by the Client on substitution by Bank Guarantee of the same amount valid up to the period as above.

22. Penalty

22.1 Penalty for Error/Variation

- i) If variation in any of the main quantities of work or overall project cost, found during execution is more than +/-15%, the penalty equivalent to 5% of the contract value shall be imposed as per table below. For this and other purpose retention money equivalent to 10% of the contract value will be retained from every running bill till final bill as described in clause 21.
- ii) For inaccuracies in survey/investigation/design work the penalties shall be imposed as per details given in Table below:

S.No.	Item	Penalty (%age of contract value)
1.	Topographic Surveys	1.0
	a) The contour does not match with ground condition	
	b) The co-ordinates are defective as instrument of desired accuracy not used.	
2.	Hydrographic Surveys	1.0
	a) Incomplete surveys	
	b) Depth / water levels does not match actual river condition	
3.	Geotechnical survey	1.0
	a) Incomplete surveys	
	b) The substrata substantially different from the actual strata found during construction.	
4.	Structural design found to be unsafe or grossly over safe	2.0

22.2 **Technical support and clarification during execution of physical work**

In case the consultant doesn't provide necessary technical support and clarification during execution of physical work as defined in information and instruction to bidders for e-tendering para-17 page no. 9 as and when required by CPWD for a period of 5 years or completion of project whichever is earlier, then 5% will be forfeited from the Additional Security Money. Activities such as site visits, technical meetings, and other support services at the Client's office after completion and approval of the DPR are to be treated as part of the lump-sum consultancy fee.

22.3 Total amount of recovery from all penalties shall be limited to 10% of the Consultancy Fee. This is in addition to the compensation for delay given in Para 5.1, Page no 64.

23. **Action for deficiency in services**

Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

24. **Ownership of the Designs and Drawings**

All the designs, drawings, documents etc. prepared by the Consultant for the Project shall be the property of the CPWD and the CPWD shall have the exclusive Intellectual Property Rights of such designs, drawings, documents etc. The Architect shall not use or allow anyone to use these drawings, designs, documents and software without the prior written permission of the CPWD and any such act without the permission of the CPWD shall constitute violation of Intellectual Property Rights at any stage after issue of work order.

25. **Obligations of the consultant**

25.1 **General**

25.1.1 **Standard of Performance**

The consultant shall perform the services and carry out their obligation 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 and effective equipment, machinery, materials and methods. The Consultant 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-Consultant or Third Parties.

25.1.2 **Law Governing Services**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the Personnel and agents of the Consultant comply with the Applicable Law. The Client shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

25.2 **Conflict of Interests**

25.2.1 **Consultant not to Benefit from Commissions, Discounts, etc.**

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

25.2.2 **Consultant and Affiliates not to be otherwise interested in Project**

The Consultant agree that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub consultant and any entity affiliated with such Sub consultant, 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.

25.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor their Personnel shall engage, either directly or indirectly, in any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract.

25.3 Liability of the Consultant

Subject to additional provisions, if any, the Consultant' liability under this Contract shall be as provided by the Applicable Law.

25.4 Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified hereto, in the form, in the numbers and within the time periods set forth in the agreement.

SPECIAL CONDITIONS

1. The work in general shall be conducted as per the description of the items in schedule of quantities, provision of tender document and specification.
2. The IRC-6, IRC-5, IRC-24 & IRC-112 standards shall be followed for design of bridge structures. Further MORTH specification will be followed for preparation of project proposal. "MORTH specification" Wherever appearing in this tender document shall mean and be read as "Ministry of Shipping, Road Transport & Highways Specifications for Road and Bridge works (Fifth Revision), published by Indian Road Congress, 2013" including all amendments issued thereto or revision thereof, if any, up to the last date of invitation of bid documents. Consultant shall keep at his own cost all relevant IS Codes, IRC and any other Publications required for this work.
The term 'Engineer' mentioned in the "MORTH Specifications" shall mean "Engineer-in-Charge".
3. The quoted rate of the tender/ Consultant for all items in the schedule of quantities are inclusive of all incidentals works/costs which are not mentioned in item's nomenclature but are necessary to complete the item and nothing extra shall be payable for any of the conditions and specifications mentioned in the tender documents unless specifically specified otherwise.
4. Before tendering, the consultant shall have to inspect the site of work and shall fully acquaint himself about the conditions with regard to site, nature of soil, availability of materials suitable location for construction of stores and labour huts, the extent of leads and lifts involved in the work (over the entire duration of contract) including local conditions, landslides, rainfall, humidity, altitude, labour availability, working season, working culture, traffic restrictions, obstructions and other conditions, as required for satisfactory execution of the work.
5. The Consultant may have to make arrangements of land as may be required by him for housing of staff and labour and for erection of stores sheds, office, godowns etc. required by him for the work (at his own cost). The Consultant must ensure that the staff, labour, plants, equipment's, machines, vehicles & store etc. employed or collected in connection with the work are so located that there is no hindrance to the free flow of the traffic on the road/highway.
6. The Consultant shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. The Consultant shall also adhere to all restrictions notified by the local authorities. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and/or any other charges) payable to such authorities for carrying out the work, shall be borne by the Consultant.
7. The Consultant shall arrange to give all notice as required by any statutory/ regulatory authority and shall pay to such authority all the fees that is required to be paid for the execution of work. He shall protect and indemnify the Department and its officials & employees against any claim and /or liability arising out of violations of any such law, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts.

8. Any amount withheld on account of non-achievement of milestones maybe released on the request of the Consultant after submission of an unconditional and irrevocable bank guarantee for the said amount in the prescribed format.
9. The consultant will arrange field visit of CPWD officers/officials for the effective supervision of the consultancy work. The essential ground features will be got cross checked by them from CPWD.
10. No additional payment shall be admissible in case the total additions and/or alterations result in an increase in the number of bridge locations and/or drop grill gates/sluice gates and length of bridges/drop gates given in scope of work up to 10% of the originally envisaged scope of work. In the event that such variation exceeds 10%, payment for the work beyond the permissible limit of 10% shall be made on a pro-rata basis, calculated with reference to the approved consultancy fee under this agreement corresponding to the original scope of work for which the consultancy was awarded. The decision of the Superintending Engineer regarding the determination of payable fees for additional work arising due to enhancement of scope beyond 10% shall be final and binding on the consultant. A similar principle shall apply in the case of reduction in scope of work, and the consultancy fee shall be adjusted on a pro-rata basis accordingly.
11. Some restrictions have been imposed by the Border Guarding Force i.e. BSF on the working hours and movement of Labour, materials etc. at the site of work. The Consultant shall follow all such restrictions/instructions. No claims whatsoever on this account shall be entertained.
12. For the necessary security clearance & movement of the survey/investigation teams, the consultant has to co-ordinate with CPWD/BSF. No escort arrangement will be provided by CPWD
13. Consultant shall employ only Indian National after verifying their antecedents and loyalty. The Consultant shall on demand by the Engineer- in-Charge, submit list of his agents, employees and work people concerned and shall satisfy the Engineer-in-Charge as to the bonafide credential of such people.
14. The Consultant and his workmen shall observe all the rules promulgated by the authority controlling the area in which work is to be carried out e.g. prohibition of smoking, lighting, fire precautions, search of persons on entry and exit, keeping to specified routes and restricted hours of work etc. Thorough search of all persons and transport may be conducted by the departmental authorities at the site of works at any time and any number of times for security reasons, permits are to be obtained from the local civil authorities by the Consultant, for himself, his staff and labour. Nothing shall be paid extra on this account.
15. The Consultant or his authorized representative should always be available at the site of work to take instructions from departmental officers and ensure proper execution of work. No work should be done in the absence of such authorized representative.
16. The agency shall give address for official communication including email ID. The email communication to agency will be considered to have been communicated.
17. The Consultant shall maintain in good condition all work executed till the completion of entire work entrusted to the Consultant under this contract& nothing extra shall be paid on this account.

18. The Consultant has to effectively manage all the activities including men and materials in an optimum manner as per progress of his work. No claim what so ever for idle labour, additional establishments, costs of hire & labour charges for tools & plants etc. shall be entertained under any circumstances.
19. For the safety of all labours directly or indirectly employed in the work for the performance of Consultant's part of this agreement, the Consultant shall, in addition to the provision of CPWD safety code & direction of the Engineer-in-Charge, make all arrangements to provide facility as per the provisions of Indian Standard Specification (Codes) and nothing extra shall be paid on this account. The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971.
- ii. The contractor shall also obtain a valid licence under the said Act before the commencement of the work, and continue to have a valid license until its completion.
 - iii. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
 - iv. The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986.
 - v. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.
 - vi. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

20. Confidentiality

The Consultants and the Personnel of either of them shall not, either during the term and after the expiration of the construction contract, disclose any proprietary or confidential information relation to the Project, this Contract or the Client's business or operations without the prior written consent of the CPWD.

21. Documents prepared by consultants to be the Property of the CPWD

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the CPWD, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the clients, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the SC.

22. Consultant liability towards the CPWD

Consultant shall be liable to indemnify the department for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him which shall include any or all cost and expenses incurred by the CPWD in removing the deficiency in Service including engaging any other consultant.

23. General Site Condition

The terrain and climatic conditions are difficult with limited working season and time due to the adverse climatic conditions. The men and machineries used for the project may have to be kept idle on account of this also. Access to the area is restricted to civilians in normal course. Consultant shall be fully aware of site conditions, working season, working time and other unforeseen factors that may arise during the execution of work, prior to the bidding. Department shall not be responsible for any lack of information of any nature and no claim of hindrance or any other claims shall be entertained by department on these accounts.

24. Commencement of work

The Consultant shall commence the work on site within the period mentioned in the Agreement. Thereafter the Consultant shall proceed with the work with due expediency and without delay.

The following requirements shall be fulfilled within fifteen days from commencement of work: -

- (i) The Consultant's authorized representatives with supporting staff as per requirement are positioned at site;
- (ii) Equipment, material and labour for the work programme for execution in the first month have been mobilized to the site.

25. Programme to be submitted

- (i) The Consultant shall within 10 days of award of the contract, submit to the Engineer-in-Charge for his consent with three copies of a programme, prescribed for execution of the work.
- (ii) If the work programme submitted by the Consultant is deemed in any way incomplete or unacceptable by the Engineer-in-Charge, the Consultant shall be given 10 days to revise and resubmit it to the Engineer-in-Charge's satisfaction.

26. Work procedure

Since the site is difficult to access. Hence all the tender drawings needs to be verified based on the actual site condition and may need appropriate modification depending on site condition. In order to obtain the relevant site information, proper access has to be made. Detailed survey shall be made along the proposed alignment/existing roads using Differential GPS/Total station. The Sub- Soil and geotechnical investigation at culverts/Bridge locations shall be done. The Consultant shall furnish detailed survey and investigation report to the Engineer-in-Charge as per specifications and tender drawings to suit the requirement of site and relevant IRC codes and technical specifications.

27. Progress report:

- (i) Consultant shall submit the Engineer-in-Charge by 7th of every month, a progress report of the work which will include actual work done vis a vis target of previous month, reasons for shortfall ,if any, action plan to mitigate the short fall if any, target for the next month. The monthly progress report will also include dated photographs of various construction activities, man and machines actually deployed during the previous month, proposal for the next month and budget requirement etc.
- (ii) The progress of work will be reviewed periodically by the Engineer-in-Charge with the Consultant and shortfalls, if any, sorted out. The Consultant shall there upon take such corrective action as may be necessary to the progress as prescribed time schedule, without additional cost to the department.

PART-C

Schedule of Quantity

Name of Work: - Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB).

SH: - Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).

Item No.	Description of Item	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1	Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).	Job	1	93,31,000/-	93,31,000/-

Central Public Works Department**NIT No. 04/NIT/SE/BFC-I/IBBZ-I/2026-27**

Name of Work: - Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB).

SH: - Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).

PROFORMA FOR QUOTING TENDER**Name of the Contractor:**

Sl. No.	Name of component	Estimated cost (Rs)	Percentage above or below the estimated cost	% in Figures	Total Cost (Rs)
1	2	3	4	5	6
1	Consultancy services for preparation of Detailed Project Report for construction of Sluice / Grill / drop gate for culverts (106 Nos.) and bridges (6 nos., i/c. 1 bridge of 4 spans) from GIN-105 to GIN-255 having BP No. 243/9-S to 790/7-S in the state of West Bengal along Indo-Bangladesh Border (IBB). SH: - Package-III - Consultancy services for preparation of Detailed Project Report for construction of sluice / grill / drop gate for culverts (24 nos.) from GIN-214 to GIN 255 having B.P. No. 417/8-S to 794/3-S in the district of Uttar Dinajpur, Darjeeling & Jalpaiguri in state of West Bengal along Indo-Bangladesh Border (IBB).	Rs. 93,31,000/-			

1. The Column Nos 4 & 5 are mandatory to be filled by the bidders/ tenderers. If all these columns are left blank, the tender become invalid.
2. The amount in figures in column No.6 shall appear automatically corresponding to the percentage quoted in column No.4 & 5.
3. The tenderer is required to quote the percentage only above or below or at par with the estimated cost to cover all the rates of item covered under the respective packages.
4. The percentage shall be written in 2 (two) places of decimal.
5. If the percentage selection in column No 4 is "At Par", by default the percentage will be considered as "Zero" only. In other words, if "At par" is selected in column No.4, then no need to fill column No. 5.

Signature of Contractor

Executive Engineer
BFD-I, IBBZ-I, CPWD, Siliguri