



SELECTION OF CONSULTANT

Request For Proposals For Consulting Services

Consulting Services for: Preparation of Second Revised DPR of Sub-Stage I of Stage I of Phase I of Teesta Barrage Project in West Bengal

Client: Executive Engineer, Mahananda Canal Division, Irrigation & Waterways Directorate, Tinbatti, Siliguri-734005,

Mail ID- ee.mahacnldvn@gmail.com

Country: India

RFP No:WBIW/EE/MCD/RFP NO -01/2023-24

Issued on: 04/09/2023

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PART I

Section 1. Request for Proposal Letter Consulting Services

Memo No: 647(3)/IN-9/E

Date:04/09/2023

Name of Assignment: Preparation of Second Revised DPR of Sub-Stage I of Stage I of Phase I of Teesta Barrage Project in West Bengal

RFP Reference No.: WBIW/EE/MCD/RFP NO -01/2023-24

Date: 04/09/2023

1. TRACTEBEL Engineering Pvt. Ltd.

Intec House,
37, Institutional area, Sector 44,
Gurgaon-122002, Haryana.

2. PDCOR Limited

First Floor, Press Trust of India Building,
5-B, Jhalana Doongri Institutional area, Jaipur-302004(Rajasthan)

3. WAPCOS Limited

10th Floor, Jalasampad Bhawan,
Salt Lake City, Kolkata-700091

Dear Sir,

The Teesta Barrage Project Authority under Irrigation & Waterways Directorate of Government of West Bengal has decided to prepare a 2nd revised DPR of the project, which is basically a 2nd revised D.P.R of the 1st Sub Stage of Stage-I of Phase-I of the overall project in the backdrop of (1) dwindling trend in water availability at Teesta Barrage (2) problem in land acquisition for balance works envisaged in the 1st revised DPR approved in 2008 and (3) change in land use pattern in the envisaged command of 3.42 Lakh hectare. The 2nd Revised D.P.R will be submitted to Central Water Commission for their appraisal and subsequent approval by the Advisory Committee of Ministry of Jal Shakti, Government of India, for receiving Central Assitance.

An EoI was invited with a view to engage a consultant for the above stated consultancy assignment on preparation of the 'Second Revised DPR of Sub-Stage I of Stage I of Phase I of Teesta Barrage Project in West Bengal' vide Memo No.- 347/1N-9/E dated 25/04/2023 by the Executive Engineer, Mahananda Canal Division.

The proposals received in response to the above EoI was evaluated by a Government appointed CTEC (Consultancy Tender Evaluation Committee) . constituted vide

No. 59-IB dated 22.05.23

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of I&WD and the following consultancy

firms were shortlisted.

-
- A. TRACTEBEL Engineering Pvt. Ltd
 - B. PDCOR Ltd.
 - C. WAPCOS Ltd.

Now, this RFP is being provided to those shortlisted consultancy firms with request to submit their technical and financial bid, in the manner stated in the RFP to the undersigned at the address mentioned hereinafter and within the timeline mentioned in this RFP.

1. It is not permissible to transfer this RFP to any other firm.
2. The preparation of this RFP is carried out following the guidelines of the Finance Department, Government of West Bengal stated in their Memorandum No.-8385-F(Y) dated 22.11.2013. The evaluation of the RFP and selection of the consultant will also be carried out following the same memorandum. A firm will be selected under Combined Quality cum Cost Based System (CQCCBS) procedures and in a Full Technical Proposal (FTP) format as described in this RFP. The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 – Full Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Terms of Reference

Section 6 – Conditions of Contract and contract Forms

Please inform us by **11/09/2023**, in writing at Executive Engineer, Mahananda Canal Division, Irrigation & Waterways Directorate, Tinbatti, Siliguri-734005, or by e-mail (ee.mahacnldvn@gmail.com):

- (a) that you have received this Request for Proposals; and
- (b) whether you intend to submit a proposal.

Details on the proposal's submission date, time and address are provided in ITC 16 and the data sheet.

Yours sincerely,



(Jai Prakash Pandey)
Executive Engineer,
Mahananda Canal Division,
Irrigation & Waterways Directorate,
Tinbatti, Siliguri, PIN: 734005,
West Bengal, India.

Telephone: +919434144807 & +917908410845
E-mail: ee.mahacnldvn@gmail.com

Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1. Definitions

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India.
- (b) “Client” means the Executive Engineer, Mahananda Canal Division, Tinbatti, Siliguri, Irrigation & Waterways Directorate, who will sign the Contract for the Services with the selected Consultant, on behalf of Government of West Bengal, India.
- (c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (d) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents with this **RFP**
- (e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect job and assignment specific information, but not to over-write, the provisions of the ITC.
- (f) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Client.
- (g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (h) “Government” means the Government of West Bengal in Irrigation & Waterways Department.
- (i) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (j) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the

technical evaluation of the Consultant's proposal.

- (l) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (m) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (n) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (o) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (p) "CTEC" means Consultancy Tender Evaluation Committee constituted by Irrigation & Waterways Department, Government of West Bengal vide GO having reference memo no. 59-IB dated 22.05.23
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for carrying out the consultant selection procedure taking into account criteria as delineated in this **RFP**. "Services" means the work to be performed by the Consultant pursuant to the Contract.

- (q) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (r) "Terms of Reference (TORs)" (this Section 5 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (s) "Bid Security"- It means the amount to be deposited by the successful bidder amounting to Rs. 2,00,000/- (Rupees Two lakh) only in favour of the Executive Engineer, Mahananda Canal Division in the form of Demand Draft from any scheduled bank payable at Kolkata, will have to submit by the successful bidder at the time of signing of the contract. The deposited amount will be released within 1 month after receiving approval from the CWC or 1 years from submission of the Final DPR, whichever is earlier. Any kind of lapse / failure on the part of the consultant in execution of the work will invite forfeiture of the Bid Security.
- (t) "Bid processing fees"- It means the fees to be submitted with the proposal towards the cost of preparation of RFP documents. The Consultant will have to submit Rs. 20,000/- (Rs Twenty thousand) only in favour of the Executive Engineer, Mahananda Canal Division in the form of Demand Draft payable

at Kolkata from any scheduled bank as bid processing fees along with the proposal. Bid processing fees is non refundable.

- (u) “GCC” means these General Conditions of Contract.
- (v) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (w) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (x) “Award of Contract” means written instruction by the client to the successful consultant to carry out the service as per the stipulated timeline.
- (y) “Documentation” means signing of contract and all contract related documents by both the parties along with submission of Bid Security Fees.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a Pre-bid meeting if one is specified in the **Data Sheet**. Attending any such Pre-bid meeting is optional and is at the Consultants’ expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

- 3.1 The Consultant is required to providing professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant.
 - 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

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- a. Conflicting Activities** (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- b. Conflicting Assignments** (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
- c. Conflicting Relationships** (iii) Relationship with the Client’s staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless it is established to the complete satisfaction of the client, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant’s work.
- 4. Unfair Competitive Advantage** 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question.
- 5. Fraud and Corruption** In case Client determines that a Consultant’s Expert has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement.

B. Preparation of Proposals

- 6. General Considerations** 6.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

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- 7. Cost of Preparation of Proposal** 7.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 8. Language** 8.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 9. Documents Comprising the Proposal** 9.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10. Only One Proposal** 10.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 11. Proposal Validity**
- 11.1 The Consultant's proposal must remain valid for a period of 120 days after the proposal submission deadline.
- 11.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 11.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
- a. Extension of Validity Period**
- 11.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 11.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 11.7.
- 11.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

11.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

11.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

11.9 The Consultant shall not subcontract the whole of the Services.

12. Clarification and Amendment of RFP

12.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

12.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

12.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

12.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

13. Preparation of Proposals Specific Considerations

13.1 While preparing the Proposal, the Consultant must give particular attention to the following:

13.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the

written approval of the Client prior to the submission of the Proposal.

- 14. Technical Proposal Format and Content**
- 14.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 14.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.
- 15. Financial Proposal**
- 15.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
- b. Taxes**
- 15.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**.
- c. Currency of Proposal**
- 15.3 The Consultant will propose all costs in INR only as stated in the **Data Sheet**.
- d. Currency of Payment**
- 15.4 Payment under the Contract shall be made in INR as referred in the Data Sheet.

C. Submission, Opening and Evaluation

- 16. Submission, Sealing, and Marking of Proposals**
- 16.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 9 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission should be done by hand only at the designated office specified in the **Data Sheet**.
- 16.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the

Technical Proposal.

- 16.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 16.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 16.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 16.6 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"
- 16.7 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"
- 16.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]".
- 16.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 16.10 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than 05/10/2023 upto 16:00 hrs the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

17. Confidentiality

- 17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until

the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

17.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

17.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it shall do so only in writing.

18. Opening of Technical Proposals

18.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with the client until they are opened in accordance with ITC 22.

18.2 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant (ii) the presence or absence of a duly sealed envelope with the Technical and/or the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

19. Proposals Evaluation

19.1 Subject to provision of ITC 14.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

19.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 11.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

20. Evaluation of Technical Proposals

20.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

21. Financial Proposals for CQCCBS

21.1 In the case of CQCCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions as stated below at ITC 26.1. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations

22. Public Opening of Financial

22.1 After the technical evaluation is completed the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the

Proposals (for CQCCBS, QCBS, FBS, and LCS methods)

following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

22.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

22.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

22.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

22.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

Copies of the record shall be sent to all Consultants who submitted Proposals.

- 23. Correction of Errors**
- 23.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- a. Time-Based Contracts**
- 23.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- b. Lump-Sum Contracts**
- 23.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price including taxes, as per ITC 24, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
- 24. Taxes**
- 24.1 Total cost in the Consultant's Financial Proposal shall include all taxes and duties for which the client makes payments to the consultant and other reimbursable expenses such as travel, translation, report printing and secretarial expenses in accordance with the instructions in the **Data Sheet**.
- 25. Conversion to Single Currency**
- 25.1 The prices in any form of Financial bid are to be quoted in Indian rupees, as indicated in the **Data Sheet**.
- 26. Combined Quality cum Cost Based selection (CQCCBS)**
- 26.1 In the case of CQCCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions as stated below. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
- 26.2 The Technical proposal will be allotted weightage of 70% while the

financial proposals will be allotted weightage 30%.

26.3 The CTEC shall evaluate each Technical proposal taking into considerations (a) the consultant’s relevant experience (b) methodology, work plan and understanding of TOR (c) Qualifications and experiences of the key staff proposed and financial strength based on the Financial Statement of the consultant.

26.4 Incomplete proposals (when the proposals have not been submitted in the manner as mentioned at Section-C of this RFP), not responding to the TOR fully and properly and those with lesser validity period than that mentioned in the ITC, will be treated as non responsive and will be summarily rejected, before taking up the appraisal of the Technical proposal for evaluation of quality.

26.5 Each of the responsive technical proposals will be evaluated for the criteria stated above for a total technical score as 100. The total technical score is subdivided in to the number matrix stated below.

Criteria		Points
(i)	Specific experience of the Consultant (as a firm) relevant to the Assignment	25
(ii)	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): (a) Technical approach and methodology (b) Work plan with timeline (c) Organization and staffing	30 20 5 5
(iii)	Key Experts’ qualifications and competence for the Assignment <i>a) Position K-1: Team Leader</i> <i>b) Position K-2: Dy Team Leader</i> <i>c) Position K-3: Irrigation Expert</i> <i>d) Position K-4: Electrical / Mechanical Engineer</i>	45 17 12 8 8
<p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): [20 %]</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments i.e designing and preparation of DPR of major irrigation including pipe irrigation</p>		

system) : [80%]	
------------------	--

- 26.6 The CTEC will record its findings and technical score, at the end of the technical evaluation. All records relating to the evaluation shall be retained until completion of the project and its audit.
- 26.7 The minimum qualifying marks for technical qualification is 70 out of full marks of 100. The consultants who will obtain the minimum qualifying marks will be declared as technically qualified by CTEC.
- 26.8 The financial proposals of only the technically qualified consultants will be evaluated by CTEC. Proposal with the lowest cost will be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their offered prices.
- 26.9 The total score, both technical and financial, shall be obtained by weighing the technical and financial scores and adding them up. The total score would be out of 100. The awarding of technical and financial score would be as stated herein below.

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 70, and

P = 30

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$, where S= combined score

- 26.10 On the basis of the combined weighted score for quality and cost, the consultant will be ranked in terms of the combined score obtained. The consultant securing the highest combined score will be invited for negotiation, if required and shall be recommended by CTEC for acceptance and award of contract.

D. Negotiations and Award

27. Negotiations

27.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

27.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

27.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 11. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

27.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

27.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

27.6 Financial negotiations shall only be carried out if due to negotiations as mentioned in ITC 27.5, there is any change in scope of work which has any financial bearing on the final prices or if the costs/cost elements quoted are not found to be reasonable.

27.7 In such negotiations, the selected firm may also be asked to justify and demonstrate that the prices proposed in the contract are not out of line with the rates being charged by the consultant for other similar assignments.

27.8 However, such financial negotiation should result into increase in the financial cost as originally quoted by the consultant and on which basis the consultant has been called for the negotiations.

28. Conclusion of Negotiations 28.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

28.2 If the negotiations with the selected consultant fail, the engaging Department shall cancel the bidding procedure and re-invite the bids..

29. Standstill Period 29.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified in the **Data Sheet**. Where only one Proposal is submitted, the Standstill Period shall not apply.

30. Rejection of All Proposals 30.1 The client has the right to reject all proposals in cases all the proposals are substantially in deviation to the TOR.

31. Notification of Award 31.1 Prior to the expiration of the Proposal Validity Period and upon expiry of the Standstill Period, specified in ITC 29.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the EOI & RFP in connection to the contract being awarded and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefore; and
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.
- (f) The time limit within which the contract shall be signed by both the parties.

The Contract Award Notice shall be published on the www.wbiwd.gov.in preferably within 5 working days from the expiration of the standstill period.

32. Award of Contract 32.1 The Contract shall be signed within the time limit mentioned in the Contract Award Notice.

32.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

33. Standards of ethics The consultants should observe the highest standard of ethics during the selection and execution of the contract.

- (a) In pursuance of the above objective, the following is strictly prohibited:

-
- i) "corrupt practice" : means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;
 - ii) "fraudulent practice" : means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract
 - iii) "Collusive practice" : means a scheme or arrangement between two or more consultants, with or without the knowledge of the client , designed to establish prices at artificial non-competitive levels.
 - iv) "Coercive practice" : means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) It is further provided that :-

- (i) The client will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (ii) The I&WD will declare a consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (a)	laws and any other instruments having the force of law in India
1 (s)	“Bid Security”- Rs. 2,00,000/- (Rupees Two lakh) only in favour of the Executive Engineer, Mahananda Canal Division in the form of Demand Draft from any scheduled bank payable at Kolkata.
1(t)	“Bid processing fees”- Rs. 20,000/- (Rs Twenty thousand) only in favour of the Executive Engineer, Mahananda Canal Division in the form of Demand Draft from any scheduled bank payable at Kolkata as bid processing fees along with the proposal
2.1	Name of the Client: Executive Engineer, Mahananda Canal Division, Irrigation & Waterways Directorate, Tinbatti, Siliguri-734005. Method of selection: Combined Quality cum Cost Based System (CQCCBS)
2.2	Financial Proposal to be submitted together with Technical Proposal: ‘Yes’ The name of the assignment is: Preparation of ‘Second Revised DPR of Sub-Stage I of Stage I of Phase I of Teesta Barrage Project in West Bengal’.
2.3	A Pre-bid meeting will be held: Yes Date of Pre-bid meeting : 20/09/2023 . Time: 11:30 hrs (IST) Venue: Conference hall of Chief Engineer, Teesta Barrage project, Sech Bhawan , 2 nd Mile , Sevoke road, Siliguri-734001.

2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Client’s inputs as indicated in Sl.6 of the Terms of Reference in Section-5 of this RFP will be provided.</p>
7. Pre-bid	<p>Pre-bid conference will take place on 20/09/2023 from 11.30 am onwards at Conference hall of Chief Engineer, Teesta Barrage project, Sech Bhawan , 2nd Mile , Sevoke road Siliguri-734001.</p>
<p>B. Preparation of Proposals</p>	
8.1	<p>This RFP has been issued in the <u>English</u> language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.</p>
9.1	<p>The Proposal shall comprise the following:</p> <p style="padding-left: 40px;"><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p style="padding-left: 80px;">1st Inner Envelope with the Technical Proposal:</p> <p style="padding-left: 80px;">(1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6</p> <p style="padding-left: 80px;">AND</p> <p style="padding-left: 80px;">2nd Inner Envelope with the Financial Proposal:</p> <p style="padding-left: 80px;">(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4</p>

	(5) Statement of Undertaking (Required under Data Sheet 10.2 below)
9.2	Statement of Undertaking is required Yes
10.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible Yes
11.1	Proposals must remain valid for 120 days after the proposal submission deadline.
12.1	Clarifications may be requested no later than [10 (Ten)] days prior to the submission deadline. The contact information for requesting clarifications is: Executive Engineer, Mahananda Canal Division, Irrigation & Waterways Directorate, Tinbatti, Siliguri-734005. Email: ee.mahacnldvn@gmail.com
13.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yes Or (b) other shortlisted Consultants: No
14.2	The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
15.1	Financial proposal shall include cost of the following items associated with the assignment: (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route;

	<p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) communications costs;</p> <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any)</p> <p>(8) Cost of field survey, geotechnical investigation, remote sensing etc. to the extent required.</p>
15.2	<p>A price adjustment provision applies to remuneration rates: No</p>
15.3	<p>“Information on the Consultant’s tax obligations in India can be found from the following sources:</p> <p>(a) Income Tax Act 1961 and associated Rules, as amended from time to time.</p> <p>(b) Finance Act 1994 and Service Tax Rules, as amended from time to time.</p> <p>(c) GST Act.</p> <p>Consultants are also advised to consult tax consultants for guidance.</p>
15.4	<p>The Financial Proposal shall be stated in the following currencies: The Financial Proposal should state local costs in the Client’s country currency (INR): Yes</p>
C. Submission, Opening and Evaluation	
16.1	<p>The Consultants shall not have the option of submitting their Proposals electronically.</p>
16.5	<p>The Consultant must submit: (a) Technical Proposal: one (1) original and (3) copies;</p>

	(b) Financial Proposal: one (1) original.												
16.10	<p>The Proposals must be submitted no later than: Date: 05/10/2023 Time: 16:00 Hrs The Proposal submission address is: Executive Engineer, Mahananda Canal Division, Irrigation & Waterways Directorate, Tinbatti, Siliguri-734005, West Bengal, India.</p>												
18.1	<p>An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: “Same as the Proposal submission address” Date: Same as the submission deadline indicated in 16.10. Time: 16:30 hrs (IST)</p>												
18.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: N.A.</p>												
20.1 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; vertical-align: bottom;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:</td> <td style="text-align: right; vertical-align: bottom;">[25]</td> </tr> <tr> <td>ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</td> <td style="text-align: right; vertical-align: bottom;">[30]</td> </tr> <tr> <td style="padding-left: 20px;">(a) Technical approach and methodology</td> <td style="text-align: right; vertical-align: bottom;">[20]</td> </tr> <tr> <td style="padding-left: 20px;">(b) Work plan with timeline</td> <td style="text-align: right; vertical-align: bottom;">[5]</td> </tr> <tr> <td style="padding-left: 20px;">(c) Organization and staffing</td> <td style="text-align: right; vertical-align: bottom;">[5]</td> </tr> </tbody> </table> <p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responsive to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p> <p>(iii) Key Experts’ qualifications and competence for the Assignment:</p>		<u>Points</u>	(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	[25]	ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	[30]	(a) Technical approach and methodology	[20]	(b) Work plan with timeline	[5]	(c) Organization and staffing	[5]
	<u>Points</u>												
(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	[25]												
ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	[30]												
(a) Technical approach and methodology	[20]												
(b) Work plan with timeline	[5]												
(c) Organization and staffing	[5]												

	<p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>a) Position K-1: Team Leader [17]</p> <p>b) Position K-2: Dy Team Leader [12]</p> <p>c) Position K-3: Irrigation Expert [8]</p> <p>d) Position K-4: Electrical / Mechanical Engineer [8]</p> <p style="text-align: right;">Total points for criterion (iii): [45]</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): [20 %]</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments i.e designing and implementation of major irrigation including pipe irrigation system) : [80%]</p> <p style="text-align: right;">Total weight: 100%</p> <p>Total points for the three criteria: 100</p> <p>The minimum technical score (St) required to pass is: [70]</p>
	<p>Public Opening of Financial Proposals</p>
<p>22.4</p>	<p>An online option of the opening of the Financial Proposals is offered: No</p>

22.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals alongwith information regarding Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score</p> <p>Any interested party who wishes to attend this public opening should contact Executive Engineer, Mahananda Canal Division, Irrigation & Waterways Directorate, Tinbatti, Siliguri 734005, Ph: +919434144807 & +917908410845</p> <p>E-mail ee.mahacnldvn@gmail.com and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals will be published on the Client's website, wbiwd.gov.in</p>
24.1	Total Cost shall be inclusive of all taxes and duties.
26 (CQCCBS)	<p>In the case of CQCCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions as stated below. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.</p> <p>The Technical proposal will be allotted weightage of 70% while the financial proposals will be allotted weightage 30%.</p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 70, and</p> <p>P = 30</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical</p>

	<p>Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$, where S= combined score</p> <p>On the basis of the combined weighted score for quality and cost, the consultant will be ranked in terms of the combined score obtained. The consultant securing the highest combined score will be invited for negotiation, if required and shall be recommended by CTEC for acceptance and award of contract.</p>
	<p>D. Negotiations and Award</p>
27.1	<p>Expected date and address for contract negotiations:</p> <p>To be notified.</p>
29	<p>The Standstill Period is 10 Business Days from the date the Client has transmitted to all Consultants that submitted Proposals, the Notification of its Intention to Award the Contract to the successful Consultant.</p> <p>Note: Where a Consultant has previously received notification of exclusion from the process at an interim stage of the selection process, the Consultant will not receive a Notification of Intention to Award the Contract.</p>
31	<p>The publication of the contract award information will be done as follows: It will be published in the Client's website: www.wbiwd.gov.in</p>
32	<p>Expected date for the commencement of the Services:</p> <p>To be notified.</p>

Section 3. Technical Proposal – Standard Forms

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
	✓If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
	✓If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant’s Organization and Experience.	
✓		TECH-2A	A. Consultant’s Organization	
✓		TECH-2B	B. Consultant’s Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals(RFP) dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant. }

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 11.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by

any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Client.

- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force.
- (f) Except as stated in the Data Sheet, ITC 11.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 11 and ITC 27.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 33.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last five English financial years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mil/US\$0.5 mil}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing schedule for the project.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing }
-
- a) **Technical Approach and Methodology.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. }
 - b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
 - c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff alongwith staffing schedule. }

FORM TECH-5(FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

[Refer to “Timelines & Deliverables” in Para 5, Section 5 (Terms of Reference)]

N°	Deliverables ¹ (D-..)	Months											TOTAL
		1	2	3	4	5	6	7	8	9	10		
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.



FORM TECH-6(FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]		[1.0]								
			[Field]	[0.5 m]	[2.5]		[0]								
K-2															
K-3															
K-8															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
N-8															
											Subtotal				
											Total				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC20.1.

-
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
 - 3 "Home" means work in the office. "Field" work means work carried out in the field.

Full time input 
Part time input 

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{ e.g., K-1, TEAM LEADER }
Name of Expert:	{ Insert full name }
Date of Birth:	{ day/month/year }
Country of Citizenship/Residence	

Education: { List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained }

Employment record relevant to the assignment: { Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included. }

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{ day/month/year }

Name of Expert	Signature	Date
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{ day/month/year }

Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date
---	-----------	------

FORM TECH-7 (FOR FULL TECHNICAL PROPOSAL)
COMMENTS AND MODIFICATIONS SUGGESTED ON THE DRAFT
CONTRACT

Form TECH-7: COMMENTS AND MODIFICATIONS SUGGESTED ON THE DRAFT CONTRACT

A – Comments On the Draft Contract

B – Suggested Modifications On the Draft Contract

FORM TECH-8 (FOR FULL TECHNICAL PROPOSAL)

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION
THEREOF**

Form TECH-8: INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION
THEREOF

A – INFORMATION REGARDING ANY CONFLICTING ACTIVITIES

B – DECLARATION

Section 4. Financial Proposal - Standard Forms

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted. }

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Re-imbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with ITC 24.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 11.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 15.4 of the Data Sheet; delete columns which are not used}			
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Applicable Taxes				
(i) {insert type of tax e.g., service tax GST or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Costs including Tax:				

Footnote: Payments will be made in the INR expressed above (Reference to ITC 15.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Cost	Cost	Cost	Cost
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
K-8								
Non-Key Experts								
N-1			[Home]					
N-2			[Field]					
N-8								
Total Costs								

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in INR)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ₁	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

1. Expressed as percentage of 1
2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Cost
	{e.g., Per diem allowances**}	{Day}			
___	{e.g., International flights}	{Ticket}		_____	
—	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				_____
	{ e.g., reproduction of reports}				_____
	{e.g., Office rent}				_____
				_____
	{Training of the Client's personnel – if required in TOR}				_____
Total Costs					

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Terms of Reference

1. Background

1.1 Introduction

The 1st Sub Stage of Stage 1 of Phase 1 of Teesta Barrage Project was grounded in the year 1976 after obtaining clearance/approval from Central Water Commission and erstwhile Ministry of Water Resources, GoI at an estimated cost of 69.72 crore and a target C.C.A of 3.42 lakh hectare spreading across the districts of Coochbehar, Jalpaiguri, Darjeeling, Uttar Dinajpur, Dakshin Dinajpur and Malda. There are three barrages, five Main Canals, ancillary structures and distribution canals under the scope of the aforesaid approved project. Till 2008 a part of the Project could be completed with the fund from State Government and on some occasions from Central Government. In the year 2008, a Revised Estimate, which is basically the 1st revised estimate of the 1st Sub Stage of Stage-I of Phase-I , was approved by Central Water Commission and Ministry of Water Resources, GoI at a revised cost of Rs. 2988.61 crore. Thereafter, the Project started receiving Central Assistance under National Project from 2010. As on date cumulative CCA created upto March 2023 since inception is 1.28 lakh hectare against the target CCA i.e 3.42 lakh hectare (Ha). The main reason for non achievement of the target CCA attributes to i) Land related problem ii) Change of land use pattern. Moreover, during the recent water availability study at river Teesta at Teesta Barrage at Gajoldoba in Jalpaiguri, carried out jointly by Irrigation & waterways Department and the Central Water Commission in 2022, it transpires that there is a reduction on 75% dependable water availability in non-monsoon season in comparison to such study carried out in 1972.

Accordingly, the Teesta Barrage Project Authority under Irrigation & Waterways Directorate of Government of West Bengal has decided to prepare a 2nd revised DPR of the project, which is basically a 2nd revised D.P.R of the 1st Sub Stage of Stage-I of Phase-I of the overall project in the backdrop of (1) dwindling trend in water availability at Teesta Barrage (2) problem in land acquisition for balance works envisaged in the 1st revised DPR approved in 2008 and (3) change in land use pattern in the envisaged command of 3.42 lakh hectare.

Considering the impediments faced by the Project Authority in achieving the envisaged target of the 1st Revised approved DPR, the Project Authority has planned to restrict the command area of the Project up to the end DNMC i.e. the outfall of DNMC in to Nagar river in Uttar Dinajpur postponing the construction of NTMC. Accordingly, CCA under NTMC i.e. 1.16 lakh hectare will be deducted from the targeted CCA of the 1st Revised Estimate of Sub-Stage I of Stage I of Phase I of Teesta Barrage Project i.e. 3.42 lakh hectare. So it is preliminarily decided to restrict the command area of the 1st Sub Stage of Stage-I of Phase-I to 2.26 lakh hectare. Out of the revised target of 2.26 lakh hectare of CCA, a CCA of 1.28 lakh hectare has already been developed through construction of head works and canal

system. So, the canal system along with appurtenant structures for the balance CCA of 0.98 lakh hectare is to be developed further.

Moreover, considering the impediment in land acquisition for construction of balance canal system and the likely loss in conveyance, it has been decided to go for pipe irrigation system wherever feasible in place of conventional canal system in the project. The conventional canal system generally comprises of canals of four categories like Main Canal, Distributaries, Minors and Sub minors. Beyond these there would be field channels to cater 5-8 hectare blocks. Considering the problem in land availability for such field channel construction the option of drip and sprinkler irrigation may also be explored. However, in the DPR for 2nd Revised DPR of the project the scope will be limited up to the sub minor level only. The activities relating to command area development like construction of field channel, land levelling etc will be included in a separate D.P.R to be prepared separately by Water Resources Investigation & development Department, Government of West Bengal (WRI&DD). The 2nd Revised D.P.R will be submitted to Central Water Commission for their appraisal and subsequent approval by the Advisory Committee of Ministry of Jal Shakti, Government of India.

2. Objective(s)

Objectives of the present assignment are:

1. To understand and verify / ascertain precisely the command area of the project which may be irrigated through the available water of river Teesta at the Barrage point on 75% dependability, which has primarily been identified by the Project Authority as 2.26 lakh hectare in the backdrop of change in land use pattern, change in annual intensity of irrigation, change in availability of Teesta water and most importantly the problem of land acquisition.
2. To undertake feasibility study to understand and explore the suitability of adopting pipe conveyance system in the project for new canals and at the gaps of existing canals where either no land is available or there are disputes on the acquired lands.
3. To finalize the alignment, design and specifications of pipe conveyance system in the project and the methodology for its subsequent maintenance.
4. To sensitize land owners where pipe irrigation system is to be adopted.
5. To explore possibilities of using trough or surface conduit system where sufficient land is not available for canal water conveyance.

-
6. To suggest the methodology and specifications for sprinkler and drip irrigation in the project for command area development, which may be referenced to prepare a separate D.P.R on command area development by WRI&DD, Govt of West Bengal.
 7. Preparation of the DPR with Second Revised DPR for the project as per the guidelines of Central water Commission, namely “Guidelines for Preparation of Detailed Project Report of Irrigation and Multipurpose projects-2010” of Ministry of Water Resources, Government of India. Here the total cost would be of two parts i.e. (a) the expenditure already incurred for the executed portion and (b) the cost of the balance work proposed to be executed as per current price index following the Schedule of Rates of the State Government.
 8. To understand the techno commercial viability of the revised project after evaluation of Benefit Cost ratio as per the guidelines of Central water Commission.
 9. To finalize the 2nd Revised D.P.R after compliance of the observations of Central water Commission, if any, during the process of appraisal at CWC level.

3.0 Scope of Service, Components & Deliverables

3.1 General

3.1.1 The assignment consists of the following tasks:

- The Project authority will provide the command area map of the whole project (3.42 Lakh hectare of command) showing block wise distribution of the total command. The Consultant will prepare geo referenced maps of the said command to understand the present land use pattern. Taking a reference from those and after conducting field verification for the entire project territory, the command area in the revised shape has to be finalised. The work will cover the following districts, a) Uttar Dinajpur b) Darjeeling c) Jalpaiguri d) Coochbehar.
- The present annual intensity of irrigation in the revised command will be supplied to the Consultant by the Project Authority having the same collected from the State Agriculture Department. The consultant will prepare the 10-daily water requirement for the whole year considering the vetted annual intensity of irrigation by Agricultural Department and also considering the other requirements like that of drinking water.
- The Project Authority will supply the 75% dependable 10-daily available water at Teesta Barrage Point from Teesta River which has recently been finalized by CWC.
- The Consultant will finalize the locations where pipe irrigation is to be adopted and where conventional canal system will be followed.
- The consultant will take up programmes to sensitize land owners where pipe irrigation system is to be adopted.

-
- The consultant will explore possibilities of using trough or surface conduit system where sufficient land is not available for canal water conveyance.
 - The Consultant will prepare the detailed design, specification of pipe conveyance system of a distributary along with its minors and sub-minors having total command of around 10000 hectare (or that of two separate distributaries at different locations each having command area of about 5000 hectare each) which shall be treated as a model/ representative entity for arriving at the unit cost of installation of pipe irrigation system of entire project. The main canal long section, long sections of already designed conventional canal for the said distributary(s) and related data as far as available, will be provided to the consultant by the Project authority. The consultant will have to prepare microsury sheets after having field survey using remote sensing or other suitable methods, for the said 10000 H.a. command area where pipe conveyance system would be adopted. The Project Authority will supply the long sections, as far as available, of all the canals for which conventional canal system will be adopted. (List of available drawings have been attached in Annexure I)
 - The Consultant will prepare 10-daily demand based on the identified pipe conveyance and conventional canal system. They will also check the demand with respect to 10-daily water availability.
 - The Consultant will prepare a DPR for installation of the pipe conveyance system for a sample area of about 10000 hectare of command and evaluate the unit cost per hectare for the same. Based on the said unit cost the cost for the whole pipe conveyance system will be found out. Regarding estimate of conventional canal system, methodology adopted in the approved 1st Revised Estimate should be followed. The cost of the estimate will be having two components e.g. i) expenditure already incurred and ii) cost of the balance work. Total estimated cost of the balance work will be aggregate of cost of pipe conveyance system and conventional canal system.
 - After finalization of the cost the Benefit cost ratio of the Project will be evaluated which should be more than or equal to 1.5.
 - The Consultant will supply the drawings and design calculation for the pipe conveyance system. The same along with the design sheet and drawing of the conventional canal system supplied by the Project Authority will be a part of the D.P.R.
 - The Project Authority will supply the data on availability of land to the consultant for the irrigation system of 98000 hectare. The consultant will arrange any additional data on land availability from the Land & Land Reforms Department of the State Government.
 - The Consultant will design the sprinkler and drip irrigation for command area development for three separate command, one each 100 hectare in three separate districts.

-
- The consultant will evaluate and incorporate all associated expenses in connection with implementation of the project e.g. Geo-Technical exploration, lab tests, field tests, survey etc. in the DPR.
 - The consultant will prepare the DPR for the ‘Second Revised DPR of Sub-Stage I of Stage I of Phase I of Teesta Barrage Project in West Bengal ’ following all guidelines, regulations, provisions in terms of requisite parameters as issued by the CWC.

3.1.2 The Consultant will use available data and studies/ records, and will work in close consultation with the I&W Department and other associated institutions/ organizations. Necessary field survey and investigation, required for design and planning for pipe conveyance system will be carried out by the Consultant.

3.1.3 The Consultant will conduct regular meetings with IWD to:

- (a) Seek various inputs, collection of old records, drawings, previous estimates etc.
- (b) Discuss the progress of the work and preliminary outputs.
- (c) Hold workshop meetings in association with the client.
- (d) Give the opportunity to the client to make comments and suggestions.
- (e) Resolve problems and issues that may be encountered.

The IWD may assign counterpart personnel to the study for purposes of transfer of knowledge and capacity building. The Consultant shall provide for the required office space for the IWD counterparts.

3.2 Milestones of the Assignment

The milestones of the study are:

- a. Exploration of command area, affected on account of change in crop/ land pattern through reconnaissance/ field visit and imagery study.
- b. Finalization of length of distributary/ mains/ sub- mains of each canal system based on field/ imagery study.
- c. Identification of spot/areas where pipe conveyance system is required to be adopted.
- d. Preparation of detailed design with specification & fixation of alignment of pipe conveyance system wherever required.

- e. Assessment of revised CCA, covered by both conventional & pipe Irrigation system.
- f. Preparation of bar chart, line diagram and Index map with Geo- reference based on revised length of each canal system.
- g. Computation of Benefit- Cost ratio based on data supplied by Agriculture Dept./ P.H.E Dte. /TCFHP authority.
- h. Preparation of draft DPR and 2nd revised DPR so as to arrive at the cost of balance work and annual work program to complete the project in all respect, within the next 5(five) years.

4.0 Key expert

Sl. No.	Position	Minimum Qualification	Experience
K-1	Team Leader	Graduation in Civil Engineering and Post Graduation in Hydrology / Water Resources / Hydraulic / Irrigation Engineering	At least 20 years of experience at National/State level in design, implementation and management of major Irrigation projects; and team leadership in these types of projects preferably funded by State / Central Government.
K-2	Dy Team Leader	Graduation in Civil Engineering and Post Graduation in Hydrology / Water Resources / Hydraulic / Irrigation Engineering. Should have adequate expertise in GIS	At least 15 years of experience at National/State level in design, implementation and management of major Irrigation projects; and team leadership in these types of projects preferably funded by State / Central Government.
K-3	Irrigation Project Expert	Graduation in Civil Engineering and preferably Post Graduation in Hydraulic Engineering / Water Resources / Irrigation Engineering. Should have adequate expertise Pipe irrigation .	At least 12 years of experience in carrying out studies / detailed design and management, operation and maintenance for major irrigation projects.
K-4	Electrical / Mechanical Engineer	Graduation in Mechanical / Electrical Engineering	At least 10 years of experience in carrying out studies / detailed design and management, operation and maintenance for major

			projects comprising operation and maintenance of pumping stations and its appurtenance.
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Other Specialists (named as Non-Key or other personnel) listed below will also be required for the assignment but there is no need of submission of CVs of these persons. However, names of these experts in relevant fields need to be provided with the offer.

- _ Draftsman / AutoCAD and RS & GIS Expert.
- _ Agronomy Specialist with experience in irrigation.
- _ Survey Expert (Specially in TS & DGPS)
- _ Estimator / Quantity Survey Expert
- _ Data Entry Operator (DEO)
- _ Support Engineer (Multipurpose).

5.0 Timelines & Deliverables

Commencement Date and Period of Implementation

The Assignment shall be completed within a period of 6 (Six) months from the date of contract signing.

Table of Deliverables

The total duration of the assignment is 6 months.

Sl. No.	Stage	Deliverable	Timeline	Brief details of the Report to be submitted	Payment mode (in cumulative percentage)
1.	Submission of 'Inception Report' and subsequently resubmission of the same after incorporating views of the Departmental Committee	Ten (10) Hard copies and 1 CD	Inception Report to be submitted within 30 days from Contract signing. After submission of this report, the Departmental Committee will convey its views within 10(ten) days. The consultant will incorporate all those views and resubmit within 5 (five) days from receipt of views from the Departmental Committee.	The Inception Report will include the information, data, drawings received from the Project Authority, identification of the land use pattern in the command based on satellite imageries, findings on identification of pipe conveyance system and conventional canal system and the methodology to be adopted for preparing the D.P.R	5% of approved cost.
2.	'Draft Report on feasibility study regarding pipe irrigation & irrigation system' and subsequently resubmission of the same after incorporating views of the Departmental Committee	Ten (10) Hard copies and 1 CD	Draft Report on feasibility study regarding pipe irrigation & irrigation system to be submitted within 75 days from Contract signing. After submission of this report, the Departmental Committee will convey its views within 10(ten) days. The consultant will incorporate all those views and resubmit within 5	This Draft Report on feasibility study regarding pipe irrigation & irrigation system will include detailed design and cost estimate for identified pipe conveyance system, unit cost for both pipe and conventional canal system, approximate projected cost of the project.	20% of approved cost.

			(five) days from receipt of views from the Departmental Committee.		
3.	'Draft Report on revised DPR & benefit cost ratio' and subsequently receiving recommendation for payment from the Departmental Committee	Ten (10) Hard copies, 1 CD & 1 Pen drive	Draft Report on revised DPR & benefit cost ratio to be submitted within 120 days from Contract signing. After submission of this report, the Departmental Committee will convey its views and recommendation for payment within 25 (twenty five) days.	All the items required for D.P.R preparation as per CWC Guidelines	45% of approved cost.
4.	'Final Detailed Project Report' and subsequently its approval from the Departmental Committee	Fourteen (14) Hard copies, 1 CD & 1 Pen drive	Within 30 days after receipt of views from the Departmental Committee on the Draft DPR	Final DPR incorporating all views as specified by the Departmental Committee	90% of approved cost.
5.	Complying with CWC observation till approval from CWC		After accordance of approval from the Central Water Commission (CWC)		100%

Note:

1. Total time duration allowed for the assignment is Six (06) months.
2. Subsequent queries if arises out of the observations by CWC or other concerned Govt. Authorities, the reply of the same have to be prepared by the Consultant on behalf of Client.
3. All the progressive payments mentioned above prior to Approval of the CWC will only be made after getting approval from the Departmental Committee, to be constituted by the Chief Engineer, Teesta Barrage Project in due course.
3. The contract will remain valid till approval of the revised DPR by CWC.

6.0 Client's Input

The following data sets/ reports are available for providing to the Consultant:

- Index Map of the Teesta Barrage Project command showing block wise distribution of the total command area.
- Line diagram of all the proposed canals for the entire 3.42 Lakh hectare of command area, showing the already constructed part, the stretches where land is available but canal is not constructed, gaps due to land disputes, stretches where no land has been acquired.
- Design and drawing of all the conventional canal system (List of available drawings have been attached in Annexure I.)
- 10- daily water availability from Teesta Resources at Teesta Barrage Point.
- Annual intensity of cropping pattern duly vetted by the State Agriculture Department
- Copy of the approved 1st revised Estimate.
- Details of already incurred expenditure.
- Latest Canal wise data on IP created & utilized.

7.0 Pre-bid Meeting

The Consultant, shall be required to attend a pre-bid meeting at the Teesta Prakalpa Bhawan, Tinbatti, Siliguri as detailed in the data sheet. Records of Discussions of pre-bid meeting shall form part of the Contract Document.

8.0 Offering proposal by the Consultant

The Consultant shall quote its competitive price on lump sum basis for the whole in the 'Letter Comprising the Bid' (both including Technical & Financial proposal as per RFP documents). It may be noted that this RFP document will also form a part of the contract agreement and will be appended to 2911(ii). The Consultant, while quoting the total rate, shall also furnish break down of the total cost, on the basis of estimated man-month of the key and other experts, inclusive of other charges and all sorts of

direct and indirect tax liabilities. The Consultant will also furnish a list of assignments of similar nature completed during the last 5 years.

9.0 Evaluation of offer, further negotiation and acceptance of offer.

Offer of the Consultant will be evaluated by a Consultancy Tender Evaluation Committee (CTEC), for which case specific GO vide memo no.

issued by the Department.

59-IB dated 22.05.23

IW- 14014(11)/I/2022-SECTION(IW)

The evaluation will be done on the basis of Combined Quality Cum Cost Based System (CQCCBS) method following the guidelines of the Finance Department, Government of West Bengal stated in their Memorandum No.-8385-F(Y) dated 22.11.2013. The evaluation procedure has been detailed in ITC 26. The Committee, if required, may also seek any other supporting documents from the successful Consultant or may also seek for change of key experts, at evaluation stage and these are to be carried out by the Consultant. The Committee will recommend the rate and amount to the Finance Department for concurrence.

CANAL WISE LIST OF AVAILABLE LONG SECTIONS

LIST of available LONG SECTION

DETAILS OF AVAILABLE DRAWINGS OF DNMC SYSTEM

Name of Canal	Total Length(km)	Design CCA	CCA Developed	CCA to be developed	Reach where Land acquired	Disputed Reach	Land yet to be received	Remarks(if command area exists or converted)				Micro Survey Sheet Drg No with Date
								Chainage	SL No	Drg No	Date	
DAUK NAGAR MAIN CANAL	80.21				Completely acquired	55.349KM-55.517KM, 60.00KM-60.49KM, 64.74KM-65.30KM, 68.00KM-68.49KM, 70.16KM-70.490KM, 70.49KM-71.00KM,		0-9.27		LS/DNMC/8/1	11/30/1990	
								9.27-14.57		L/DNMC/8/2	11/30/1990	
								14.57-20.900		LS/DNMC/8/1	11/30/1990	
								20.90-25.700		L/DNMC/8/4	11/30/1990	
								25.700-31.10		L/DNMC/8/5	11/30/1990	
								31.10-34.500		LS/DNMC/8/1	11/30/1990	
								34.500-40.00		L/DNMC/8/7	11/30/1990	
								40.00-45.00		L/DNMC/8/8	11/30/1990	
								45.00-50.10		L/DNMC/8/9	11/30/1990	
								50.10-56.50		L/DNMC/8/10	11/30/1990	
								56.50-63.00		L/DNMC/8/11	11/30/1990	
								63.00-68.00		L/DNMC/8/12-A	2/24/1997	
								68.00-74.00		L/DNMC/8-13A	2/24/1997	
								74.00-75.7		Not Available		
								75.700-77.4100		L/DNMC/8/14-A/1/97	9/25/1997	
								77.41-78.970		L/DNMC/8/14-A/2/97	9/25/1997	
78.970-80.620		L/DNMC/8/14-A/3/97	9/25/1997									
DY-1R	10.01	2276.00	2276.00	0.00	Completely acquired					LS/DNMC/DY-1R/CON/10/96	5/15/1996	
M-1R	2.10		0.00	0.00	Completely acquired					LS/DNMC/DY-1[R]/M-1R/18/95	11/12/1995	
M-2R	3.78						Full length			LS/DNMC/DY-1R/M-2R/19/95	12/19/1995	
M-3L	2.10						Full length			LS/DNMC/DY-IR/M-3L/17/95	9/28/1995	
M-4R	2.10						Full length			Not Available		
DY-2L	17.33	9130.00	9130.00	0.00	Completely acquired	10.00KM-12.00KM				LS/DNMC/DY-2/1/2	12/18/1989	
M-1R	3.13				Partially acquired	1.00KM-3.132KM				L9/DNMC/D-2/M-1R	7/8/1990	
M-2R	3.05				Partially acquired	0.00KM-3.05KM				LS/DNMC/D-2/M-2R	7/8/1990	
M-3R	20.52						Full length			LS/DNMC/DY-2L/M-3R	3/29/2005	
M-4R	10.40						Full length			Not Available		
M-5L	3.30Km						Full length					
DY-3L	3.91	1088.00	1088.00	0.00	Completely acquired					TDC/10/83	9/23/1983	
M-1R	1.51				Partially acquired	0.00KM-1.00KM				LS/DNMC/DY-3L/M-1R	4/24/2000	
M-2L	1.19						Full length			LS/DNMC/DY-3L/M-2L	5/28/2002	
M-3R	4.53				0-3.028	0.00KM-1.00KM	3.028-4.528KM			LS/DNMC/DY-3L/M-3R	4/24/2000	
M-4L	1.54						Full length			LS/DNMC/DY-3L/M-4L	1/17/2000	
DY-5R	7.38	1200.00	1200.00	0.00	Completely acquired					LS/DNMC/DY-5R/2	5/8/1991	
M-2R	2.13				Completely acquired					LS/DNMC/DY-5R/M-2R	5/8/1991	

DETAILS OF AVAILABLE DRAWINGS OF DNMC SYSTEM

Name of Canal	Total Length(km)	Design CCA	CCA Developed	CCA to be developed	Reach where Land acquired	Disputed Reach	Land yet to be received	Remarks(if command area exists or converted)				Micro Survey Sheet Drg No with Date
								Chainage	SL No	Drg No	Date	
DY-5(A)L	1.27				0.215-0.552 0.582-1.002	0.00KM-0.215KM	0.00km-0.215km, 0.552km-0.582km, 1.002km-1.273km			LS/DNMC/DY-5A	10/3/2006	
DY-6L	8.50	4326.00	0.00	4326.00	0.267-0.324 0.355-0.378 0.389-0.549 0.625-1.29 1.32-2.082	0.00KM-0.267KM, 0.324KM-0.355KM, 3.110KM-5.110KM,	0.00km-0.267km, 0.324km-0.355km, 0.378km-0.389km, 0.549km- 0.625km, 1.29km-1.32km, 2.082km- 8.50km			LS/DNMC/DY-6L(REVISED)	6/3/2006	
M-1R	3.00				Partially acquired	0.30KM-1.20KM, 1.90KM-2.20KM				LS/DNMC/DY-6L/M-1L	10/21/1989	
DY-8		3006.00	0.00	3006.00						Not Available		
DY-9L	30.65	12532.00	2262.00	10270.00	0.45-1.346, 1.37-1.391 1.406-1.579, 1.59-1.91, 2.097-2.536, 2.782-4.188, 4.214-4.872, 6.585-6.872, 7.242-7.662, 8.592-8.922, 9.072-9.21, 9.38-9.606 9.709-10.17, 10.30-10.50, 11.00-11.142	1.391KM-1.414KM 3.589KM-3.642KM, 3.942KM-4.092KM, 4.188KM-4.214KM, 4.452KM, 4.872KM-6.585KM, 6.872KM-7.242KM, 7.662KM-8.592KM,	0.00km-0.45km, 1.346km- 1.37km, 1.391km-1.406km, 1.579km-1.59km, 1.91km-2.097km, 2.536km-2.782km, 4.188km-4.214km, 4.872km- 6.585km, 6.872km-7.242km, 7.662km-8.592km, 8.922km- 9.072km, 9.21km-9.38km, 9.606km- 9.709km, 10.17km-10.30km, 10.50km- 11.00km, 11.142km- 30.65km	0.0 To 20.0 Km	TDC/LS/DY-9L/DNMC/47/06	8/9/2006	TCD/11/5(3)/05-06 Dated-11.08.2005(Sheet No-1/12 to 12/12)	
M-1R	2.59						Full length			LS/DNMC/DY-9L/M-1[R]	5/19/2011	
M-2L	4.59						Full length			LS/DNMC/DY-9L/M-2[L]	5/19/2011	
M-3L	4.03						Full length					
M-4R	4.60						Full length					
M-5L	5.80						Full length					
M-6R	4.20						Full length					
M-7R	3.60						Full length					
M-8L	6.40						Full length					
M-9R	2.90						Full length					
M-10R	3.90						Full length					
M-11R	4.20						Full length					
M-12L	4.50						Full length					
M-13R	7.90						Full length					
M-14R	2.90						Full length					
M-15R	5.10						Full length					
DY-10L	5.01	1733.00	514.00	1219.00	0.00-2.10	2.923KM-3.00KM, 4.60KM-4.70KM	2.10km -5.01km			LS/DNMC/DY-10L/22/99	5/10/1999	Drg. No-Nil Dated-Nil (Sheet No-1&2) Sign by-AE
M-1R	4.50						Full length					
M-2L	1.67						Full length					
										Not Available		

DETAILS OF AVAILABLE DRAWINGS OF DNMC SYSTEM

Name of Canal	Total Length(km)	Design CCA	CCA Developed	CCA to be developed	Reach where Land acquired	Disputed Reach	Land yet to be received	Remarks(if command area exists or converted)				Micro Survey Sheet Drg No with Date
								Chainage	SL No	Drg No	Date	
M-3R	3.50						Full length					
M-4R	4.56						Full length					
DY-11		891.00	0.00	891.00						Not Available		
DY-13R	3.99	832.00	0.00	832.00			Full length			LS/DNMC/27/2002	12/12/2002	
M-1L	4.05						Full length			Not Available		
M-2R	6.48						Full length			Not Available		
DY-14L	8.49	2838.00	0.00	2838.00			Full length			LS/DNMC/DY-14[L]/23/99	1/15/1999	
M-1L	5.67						Full length			Not Available		
M-2L	4.24						Full length			Not Available		
M-3R	4.86						Full length			Not Available		
DY-15R	20.97	8623.00	0.00	8623.00			Full length			LS/DNMC/DY-15R/1/2	1/16/1992	
M-1L	5.60						Full length			Not Available		
M-2R	7.76						Full length			Not Available		
M-3L	6.35						Full length			Not Available		
M-4R	7.25						Full length			Not Available		
M-5L	8.32						Full length			Not Available		
M-6R	8.55						Full length			Not Available		
M-7L	4.83						Full length			Not Available		
DY-16L	5.82	4181.00	2340.00	1841.00	Completely acquired	0.00KM-1.00KM, 4.382KM-5.82KM,				LS/DNMC/DY-16L/21/97	9/17/1997	
M-1L	1.50						Full length			LS/DNMC/DY-16[L]/M-1[L]	3/2/2010	
M-2R	1.50						Full length			LS/DNMC/DY-16L/M-2/52/2010	7/22/2010	
DY-17L	5.30	569.00	0.00	569.00			Full length			LS/DNMC/DY-17L/27/05	1/12/2005	
M-1L	2.00						Full length			LS/DNMC/DY-17L/M-1L	11/8/2011	
M-2L	2.50						Full length			LS/DNMC/DY-17L/M-2R	11/8/2011	
SM-1R	1.50						Full length			Not Available		
SM-2R	0.70						Full length			Not Available		
M-3L	1.00						Full length			LS/DNMC/DY-17(L)/M-3[R]	11/8/2011	

DETAILS OF AVAILABLE DRAWINGS OF DNMC SYSTEM

Name of Canal	Total Length(km)	Design CCA	CCA Developed	CCA to be developed	Reach where Land acquired	Disputed Reach	Land yet to be received	Remarks(if command area exists or converted)				Micro Survey Sheet Drg No with Date
								Chainage	SL No	Drg No	Date	
DY-18R	5.79	1922.00	2066.00	-144.00	0.00KM-3.47KM	0.00KM-0.30KM, 0.860KM-0.93KM	3.47km to 5.79km			LS/DNMC/DY-18R	7/1/2002	
M-1R	2.64						Full length			LS/DNMC/DY-18R/M-1R	8/7/2002	
M-2R	2.64						Full length			LS/DNMC/DY-18(R)/M-2(R)	1/10/2003	
M-3L	1.00						Full length			LS/DNMC/DY-18R/M-3L	5/14/2014	
DY-19L	3.86	2634.00	1936.00	698.00	0-3.84KM		3.840km to 3.858km			T.C.HQ/253	6/25/1999	
M-1L	1.25						Full length			LS/DNMC/DY-19(L)/M-1(L)	9/2/2010	
M-2R	1.25						Full length			LS/DNMC/DY-19L/M-2	2/19/2010	
DY-20R	22.44	7068.00	0.00	7068.00			Full length			Not available		
M-1R	2.50						Full length					
M-2L	3.34						Full length					
M-3R	4.41						Full length					
M-4L	3.27						Full length					
DY-21R	12.53	22378.00	0.00	22378.00			Full length			Not available		
M-1L	1.28						Full length					
M-2R	9.40						Full length					
SM-1L	2.47						Full length					
M-3R	9.97						Full length					
SM-1L	1.51						Full length					
DY-22R	11.56	7506.00	0.00	7506.00			Full length			Not available		
M-1L	1.16						Full length					
M-2R	3.79						Full length					
M-3L	4.20						Full length					

sd/-

SDO

Teesta Advance Planning Sub Division

sd/-

SDO

Teesta Survey & Investigation Sub Division

sd/-

AE

Teesta Design Sub Division-A

sd/-

Executive Engineer

Teesta Design Division

DETAILS OF AVAILABLE DRAWINGS OF MMC SYSTEM

Name of Canal	Total Length(km)	Design CCA	CCA Developed	CCA to be developed	Reach where Land acquired	Disputed Reach	Land yet to be received	Remarks(if command area exists or converted)				Micro Survey Sheet Drg No with Date
								Chainage	SL No	Drg No	Date	
MAHANANDA MAIN CANAL	32.220				Completely acquired			Not Available				
DY-1L	3.164	766.00	766.00	0.00	Completely acquired				1	T/LS/MMC/Dy-1/4	8/24/1983	
M-1L	1.410						Full length		3	T/LS/MMC/Dy-1/14/M-1	7/4/1984	
SM-1R	1.380						Full length		4	T/LS/MMC/Dy-1/15/SM-1	7/4/1984	
DY-2L	1.380	150.00	150.00	0.00	Completely acquired				5	T/LS/MMC/Dy-2/5	8/24/1983	
DY-3L	10.140	1369.00	1364.00	5.00	Completely acquired				8	416/93	3/12/1993	
M-1L	1.620				Partially acquired				6	T/LS/MMC/Dy-3/7(M-1)	1/11/1983	
M-2R	3.500				Completely acquired	1.604KM-1.644KM,			11	TDP/LS/M-2/Dy-3/MMC 589/2002	11/6/1999	
M-3R	2.850				Completely acquired				15	T/LS/MMC/Dy-3/8(M-3)	1/11/1983	
M-4L	2.890				Completely acquired				7	586/2002	8/21/2002	
DY-4R	19.400	11591.00	11591.00	0.00	0.00-13.128		13.128km to 19.40km	0.0-2.25	17-1	TDC/12/83 (Traced)	12/15/1983	
								2.25-4.530	17-2	Do	Do	
								4.530-6.810	17-3	Do	Do	
								3.450-6.180	18	MBD/C-389/94	1/2/1994	
								6.180-6.99	18	Do	Do	
								6.810-9.120	70	223A/87	10.01.1992	
								9.120-11.250	70	Do	Do	
								11.73-13.730	20	TDD-III/92/95	9/2/1995	
								13.830-16.080	20	Do	Do	
								16.080-18.330	20	Do	Do	
								18.330-20.550	20	Do	Do	
20.550-22.710	21	TDD-III/92/95	11/12/1995									
22.710-25.033	22	MBD/C-291,292,293,294, 295 & 296/92	11/27/1992									
M-1L	8.800				Completely acquired			0.0-10.35	23 & 24	423/94	2/25/1994	
M-2L	10.47				Completely acquired			00-10.470	26	511/98	7/17/1998	
M-4L	10.098							0.0-16.140	28	TDD-III/110/96	6/4/1996	
M-6L	1.920				Completely acquired				29-5	TDD-III/104/96	2/6/1996	
M-7L	1.736				Completely acquired				29-4	TDD-III/107/96	2/8/1996	
M-8L	2.510						Full length		29-3	TDD-III/106/96	2/8/1996	

DETAILS OF AVAILABLE DRAWINGS OF MMC SYSTEM

Name of Canal	Total Length(km)	Design CCA	CCA Developed	CCA to be developed	Reach where Land acquired	Disputed Reach	Land yet to be received	Remarks(if command area exists or converted)			Micro Survey Sheet Drg No with Date
M-9L	4.129						Full length	29-1	TDD-III/108/96	2/16/1996	
M-10L	4.050						Full length	Not Available			
DY-3(A)L	8.670	1400.00	1405.00	-5.00	Completely acquired			14	TDC/8/83 608	<u>25/08/1983</u> 01/09/2003	
M-1R	2.678						Full length	10	610	10/14/2003	
DY-5(A)R	5.590	710.00	705.00	5.00	Completely acquired			34/1	578/2002	4/3/2002	
DY-6L	2.354	550.00	545.00	5.00	Completely acquired			35	T/15/MMC	6/12/1983	
DY-5R	3.390	350.00	357.00	-7.00	Completely acquired			30	401/93	5/3/1993	
DY-7R	15.030	3522.00	3522.00	0.00	0.00KM-11.31KM		11.31KM-15.03KM	42	464/96	12/6/1996	
M-1R	7.830						Full length	46	712/11	10/31/2011	
M-2L	1.650				Partially acquired	0.872KM-1.650KM, 1.22 -1.258km		47	508/98	3/24/1998	
M-3R	1.440				Completely acquired			48	496/98	1/21/1998	
M-4R	3.400				Completely acquired	0.86KM-1.70KM, 2.55KM-3.40KM,		50	502/98	4/3/1998	
M-5L	2.030						Full length	Not Available			
M-6R	3.500						Full length				
DY-8		464.00	0.00	464.00				Not Available			
DY-9	7.998	3429.00	0.00	3429.00				53	249/88	10/3/1988	
DY-10R	7.100	1400.00	1400.00	0.00	0.00KM -3.761KM	1.225KM-4.230KM	3.761 km 7.10km	54	TDC/9/83	9/23/1983	
M-1R	1.760						Full length	55	501/98	4/3/1998	
M-2L	2.430						Full length	56	500/98	4/3/1998	
M-3R	1.980						Full length	57	483/97	4/4/1997	
M-4L	1.948				Partially acquired	1.033KM-1.948KM		59	585/2002	8/21/2002	
M-5L	1.740						Full length	60	598/2002	10/30/2002	
DY-11L	20.170	20170.00	18821.00	1349.00	0.00KM -12.70KM	8.34KM-8.36KM	12.70 km to 20.17km	61	397/92 Ref. Drg. No. TDC- 1/201/92	9/25/1992	1BP,2BP,3BP,4B P Date- 29.12.1997 & 2- 97-11-L(Sheet- 1&2) date- 02.02.1998
M-1R	2.4				0-0.56 KM		0.56-2.40KM	62	460/96	3/22/1996	

DETAILS OF AVAILABLE DRAWINGS OF MMC SYSTEM

Name of Canal	Total Length(km)	Design CCA	CCA Developed	CCA to be developed	Reach where Land acquired	Disputed Reach	Land yet to be received	Remarks(if command area exists or converted)			Micro Survey Sheet Drg No with Date	
M-2R	2.500				0-1.42KM	0.00KM-0.80KM	1.42-2.50KM		63	461/96	3/22/1996	
M-2(A)L	3.865				0-2.0KM		2.0-3.865		64	530/99	12/4/1999	
M-3R	1.750						Full length		66	504/98	3/24/1998	
M-4L	13.720						Full length	Not Available				
SM-1R	5.500						Full length					
SM-2R	4.000						Full length					
SM-3L	1.390						Full length					
SM-4R	3.500						Full length					
SM-5L	1.590						Full length					
M-5R	2.310						Full length					
M-6L	11.310						Full length					

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Teesta Survey & Investigation Sub Division

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Teesta Design Sub Division-A

sd/-
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Teesta Design Division

DETAILS OF AVAILABLE DRAWINGS OF TMLC SYSTEM

Name of Canal	Total Length(km)	Design CCA	CCA Developed	CCA to be developed	Reach where Land acquired	Disputed Reach	Land yet to be received	Remarks (if command area exists or converted)			
								Chainage	Sl. No	Drg. No	Date
TEESTA MAHANANDA LINK CANAL	25.75				Completely acquired			0.00KM TO 25.640KM (DRAWING NOT AVAILABLE FROM 25.640KM TO 25.750KM)	1	TDP/LS/TMLC(CON0/88	21/3/1988
DY-1L	23.24	4073.00	4026.00	47.00	Completely acquired			0.00KM TO 23.235KM	12	601/2002	11/28/2002
M-1L	4.75				Completely acquired			0.00KM TO 4.750KM	8	TDC/LS/Dy-1/M-1/TMLC/6/89	6/27/1989
M-2L	1.94				Completely acquired					DRAWING NOT AVAILABLE	
M-3L	1.97				Completely acquired			0.00KM TO 1.979KM	7	TDC/LS/Dy-1/M-3/TMLC/7/89	7/19/1989
M-4L	4.25				Partially acquired	1.997KM-3.55KM,				DRAWING NOT AVAILABLE	
M-5R	3.00				Completely acquired					DRAWING NOT AVAILABLE	
DY-2L	59.19					38.50KM-38.51KM, 38.796KM-38.842, 40.75KM, 40.761KM, 41.00KM-41.005KM, 41.07KM-41.104KM, 42.98KM-42.99KM, 43.434KM, 43.781KM-43.790, 43.790KM-43.845, 44.50KM-44.513KM, 45.416KM-45.453KM, 45.892KM-45.906KM, 46.01KM-46.045KM, 46.70KM-46.743KM, 49.70KM-49.705KM, 50.12KM-50.146KM, 50.30KM-50.312KM, 50.60KM-50.617KM, 51.20KM-51.222KM,					
		30150.00	30199.00	-49.00	0.00KM-51.20KM		51.20 to 59.01 Km	0.00km to 30.510km & 34.710km to 37.410km (Excluding 30.510km to 34.710km)	14	TDC/14/83 & TDP/LS/Dy-2 / TMLC/1/90	1/20/1990
								29.310km to 34.710km	16	TDP/LS/Dy-2/TMLC/87	7/18/1987
								34.710km to 48.179km	17	662/06	3/29/2006
								48.179km to 59.189km	19	664/06	5/30/2006
M-1R	1.44				Completely acquired			0.00KM to 1.440KM	20	TDC/LS/M-1/Dy-2/TMLC/39/95	5/6/1995
M-2R	3.41				Completely acquired			0.00KM TO 3.540KM	22	404/93	8/4/1993
M-3R	27.33				Completely acquired			0.00KM TO 3.510KM	23	TDP/LS/Dy-2/M-3/1/2/88	1/15/1988
								3.510KM TO 27.330KM	24	TDC/6/85/TDP/LS/Dy-2/MC/85,87	6/14/1985
SM-1R	2.30						Full length	0.00KM TO 2.280KM (DRAWING NOT AVAILABLE)	25	TDC/LS/Sub-M-1/M-3/Dy-2 / TMLC/40/95	6/30/1995
SM-2L	3.96				Completely acquired		Full length	0.00KM TO 3.960KM	27	TDP/LS/SM-2L/M-3/D-2 / TMLC / 4/88	6/18/1988

DETAILS OF AVAILABLE DRAWINGS OF TMLC SYSTEM

Name of Canal	Total Length(km)	Design CCA	CCA Developed	CCA to be developed	Reach where Land acquired	Disputed Reach	Land yet to be received	Remarks (if command area exists or converted)			
								Chainage	Sl. No	Drg. No	Date
SM-3R	4.44				0.00-2.687		2.687-4.44	0.00KM TO 1.860KM (DRAWING NOT AVAILABLE FROM 1.860KM TO 4.440KM)	28	TDC/LS/Sub-M-3/M-3/Dy-2 / TMLC/41/95	8/25/1995
								0.00KM TO 4.440KM (OLD DRAWING)	29	TDP/LS/SM-3/M-3/Dy-2/TMLC/7/88	1/10/1988
SM-4R	9.60				0.0-6.835		6.835-9.60	Not Available			
SM-5R	15.29				0.0-14.724		14.724-15.290	0.00KM TO 14.648KM	32	TDP/LS/SM-5R/M-3/Dy-2/ TMLC / 8/88	
SM-6R	4.47						Full length	Not Available			
SM-7R	4.62						Full length				
SM-8R	5.83						Full length				
M-4L	1.74				Completely acquired			0.00KM TO 1.740KM	34	TDC/LS/Dy-2/M-4/TMLC/10/90	6/20/1990
M-5L	3.30				Completely acquired			0.00KM TO 1 3.30KM	35	TDC/LS/Dy-2/M-5/TMLC/11/90	7/7/1990
M-6L	1.86				Completely acquired			0.00KM TO 1.900KM	37	TDC/LS/M-6(L)/Dy-2/TMLC/42/95	10/31/1995
M-8R	13.36				Completely acquired	0.984KM-3.39KM 2.972KM-7.536KM, 7.636-9.756KM,		0.00KM 13.360KM	38	573/2002	1/15/2002
M-9R	3.29						Full length	Not Available			
M-10R	4.02						Full length				
DY-3L	5.23	774.00	774.00	0.00	Completely acquired				41	L/S/Dy-3/TMLC/36	5/23/1985
M-1R	4.09				Partially acquired	1 No			40	TDC/LS/Dy-3/TMLC/22,23/93	11/6/1993
DY-4L	6.45	817.00	817.00	0.00	Completely acquired				42	TDP/LS/Dy-4/TMLC/87	4/20/1987
M-1L	1.74				Completely acquired				43	TDC/LS/M-1/Dy-4/TMLC/26/94	2/7/1994
M-2L	3.47				Completely acquired				44	TDC/LS/M-2/Dy-4/TMLC/27/94	7/2/1994
M-3R	1.65				Completely acquired				45	TDC/LS/M-3/Dy-4/TMLC/30/94	2/3/1994
M-4R	1.13				Completely acquired				46	TDC/LS/M-4/Dy-4/TMLC/29/94	2/3/1994
DY-5L	1.59	156.00	156.00	0.00	Completely acquired				48	TDC/LS/Dy-5/TMLC/21/93	1/3/1993
DY-6L	1.86	116.00	116.00	0.00	Completely acquired				50	TDP/LS/Dy-6/ TMLC/87	4/5/1987
DY-7L	4.01	1176.00	1175.00	1.00	Completely acquired				52	TDP/LS/Dy-7/TMLC/87	6/17/1987
M-1R	3.09						Full length		57	TDP/LS/M-1/Dy-7/TMLC/1/93	6/14/1993

DETAILS OF AVAILABLE DRAWINGS OF TMLC SYSTEM

Name of Canal	Total Length(km)	Design CCA	CCA Developed	CCA to be developed	Reach where Land acquired	Disputed Reach	Land yet to be received	Remarks (if command area exists or converted)			
								Chainage	SL No	Drg. No	Date
M-2L	2.32						Full length		54	TDC/LS/M-2/Dy-7/TMLC/45/96	3/22/1996
M-3L	3.34						Full length		55	TDC/LS/M-3/Dy-7/TMLC/33/94	7/9/1994
M-4R	3.60						Full length		53	TDC/LS/M-4/Dy-7/TMLC/36/95	10/3/1995
DY-8L	0.61	47.00	47.00	0.00	Completely acquired				59	TDP/LS/Dy-8/TMLC/87	11/11/1987
DY-9L	2.78	530.00	531.00	-1.00	Completely acquired				61	TDC/11/87	10/19/1987
M-1L	1.77						Full length		62	TDC/LS/M-1/Dy-9/TMLC/12/90	7/19/1990
M-2R	1.35				Completely acquired				63	TDC/LS/M-2/Dy-9/TMLC/14/90	11/17/1990
DY-10L	13.99	3913.00	3913.00	0.00	0.00-13.60		13.60 to 13.99km		65 & 66	TDP/LS/Dy-10/TMLC/5/88	8/7/1988
M-1R	1.50						Full length		67	TDC/LS/M-1/Dy-10/TMLC/16/91	3/20/1991
M-2L	1.00						Full length		69	TDC/LS/Dy-10/M-2/TMLC/1/89	4/17/1989
M-3R	4.00						Full length		70	TDC/LS/Dy-10/M-3/TMLC/5/89 OR, 5A/89	12/6/1989
M-4L	1.00						Full length		71	TDC/LS/M-4/Dy-10/TMLC/17/91	3/20/1991
M-5L	1.50						Full length		72	TDC/LS/Dy10/M-5/TMLC/2/89 OR, 2A/89	12/21/1992
M-6L	1.50						Full length		73	TDC/LS/ Dy-10/M-6/TMLC/25/93	12/15/1993
M-7R	2.40				Completely acquired				75	TDC/LS/M-7/Dy-10/TMLC/13/90	10/29/1990
M-8R	6.10				Completely acquired				76	398/93	1/1/1993
M-9L	1.00						Full length		78	TDC/LS/M-9/Dy-10/TMLC/15/90	7/11/1990
M-10L	3.75						Full length		79	TDC/LS/M-10/Dy-10/TMLC/38/95	10/5/1995
M-11R	2.07				Completely acquired				81	TDC/LS/M-11/Dy-10/ TMLC / 24/93, 34/95	11/11/1993
M-12R	2.00						Full length	Not Available			
M-13L	2.75						Full length				

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DETAILS OF AVAILABLE DRAWINGS OF TJMC SYSTEM

Name of Canal	Total Length (km)	Design CCA	CCA Developed	CCA to be developed	Reach where Land acquired	Disputed Reach	Land yet to be received	Remarks(if command area exists or converted)				Micro Survey Sheet Drg No with Date
								CHAINAGE	SL. NO	DRG NO	DATE	
TEESTA JALDHAKA MAIN CANAL	30.312	N.A.	N.A	N.A	Completely acquired	N.A	N.A	0.00KM TO 30.312KM	3	TDD-III/60/03	27.02.03	
DY-1R	8.341	NA.	N.A	N.A	Completely acquired	N.A	N.A	0.00KM TO 8.341KM	10	TDD-III/132,133,134,135/96	04.12.96	
DY-1(A)R	2.870	N.A	N.A	N.A	Completely acquired	N.A	N.A	0.00KM TO 3.00KM	14	452/96	05.01.96	
DY-3L	7.070	N.A	N.A	N.A	Completely acquired	N.A	N.A	0.00KM TO 7.071KM	22	TDD-III/88(A)/04	10.12.04	
DY-2R	10.622	N.A	N.A	N.A	Completely acquired	N.A	N.A	0.00KM TO 10.662KM	18	TDD-III/86/04	18.11.04	
DY-4	41.22	N.A	N.A	N.A	0.00-12.300	Land dispute of DY-4 Of TJMC at Ch. 2.815km, 7.45km, 8.150km, 8.275km, 8.285km, 8.335km, 8.685km, 8.375km, 10.035km, 11.078km	12.300 to 41.220km	0.00KM TO 40.300KM(DRAWING NOT AVAILABLE FROM 40.300KM TO 41.22KM)	26	TDD-III/142/11	14.07.11	
DY-5R	11.85	N.A	N.A	N.A	0.00-2.950	N.A	2.950KM TO 11.850KM	0.00KM TO 11.110KM(DRAWING NOT AVAILABLE FROM 11.110KM TO 11.85KM)	32	TDD-III/87/04	18.11.04	Contour Plan TID/DY-5/485/94 Date- Nil & TID/DY-5/482/94 Date- 31.03.1994
DY-6R	17.813	N.A	N.A	N.A	N.A	N.A	0.00KM TO 17.813KM	0.00KM TO 17.183KM(DRAWING NOT AVAILABLE FROM 17.183KM TO 17.813KM)	35	SWI/1450/ENR/PP/DY-6R/TJMC/01	01.11.2011	

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PART II

Section 6. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultant's Services
Lump-Sum

CONTRACT FOR CONSULTANT’S SERVICES

Lump-Sum

Assignment Title: Preparation of Second Revised DPR of Sub-Stage I of Stage I of Phase I of Teesta Barrage Project in West Bengal

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter

called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract subsequently appended in the 2911(ii):
 - (a) The General Conditions of Contract
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India
- (b) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (c) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (d) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), ITC & TOR) subsequently appended in 2911(ii).
- (e) “Day” means a working day unless indicated otherwise.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 13.
- (g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (h) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (i) “GCC” means these General Conditions of Contract.
- (j) “Government” means the government of the Client’s country.
- (k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally

liable to the Client for the performance of the Contract.

- (l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (m) “Local Currency” means the currency of the Client’s country i.e. INR.
- (n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (o) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (p) “Procurement Regulations” means the Procurement Regulations as in force in the State of West Bengal.
- (q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- (u) “Award of Contract” means written instruction by the client to the successful consultant to carry out the service as per the stipulated timeline.
- (v) “Documentation” means signing of contract and all contract related documents by both the parties along with submission of Bid Security Fees.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf

-
- hereunder.
- 3. Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 10. Documentation** The contract shall be signed by both the parties within the date date mentioned in Contract Award Notice as referred in the ITC 31
- 11. Rejection of proposal of successful consultant for failure to execute the documentation** 11.1 If the documentation through signing of contract by both the parties is not done within such timeline as mentioned in the SCC, Contract Award Notice will immediately be treated as cancelled. Eventually the proposal of the Successful consultant will no longer be valid.
- 12. Award of Contract** 12.1 Award of Contract shall be issued within such time after the documentation as mentioned in the SCC, by the client instructing the consultant to carry out the service mentioning timeline.
- 13. Effectiveness of Contract** 13.1 This Contract shall come into force and effect on the date (the “Effective Date”) of issue of Award of Contract by the client instructing the Consultant to carry out the Services. This Award of Contract shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 14. Termination of Contract for Failure to Become Effective** 14.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than Fifteen (15) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 15. Commencement of Services** 15.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date, i.e. date of issue of Award of Contract as specified in the **SCC**.
- 16. Expiration of Contract** 16.1 Unless terminated earlier pursuant to Clause GCC 21 hereof, this Contract shall expire at the end of such time as specified in the **SCC**.
- 17. Entire Agreement** 17.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

18. Modifications or Variations

18.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

18.2 In cases of substantial modifications or variations, the prior written consent of the Client is required.

19. Force Majeure

a. Definition

19.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

19.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

19.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

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

c. Measures to be Taken

19.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

19.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case

not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

19.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

19.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44

20. Suspension

20.1 The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

21. Termination

21.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

21.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5)

calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 20;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 44;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 15.

21.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

21.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 44 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period

of not less than sixty (60) calendar days.

- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 44.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

21.1.4. Upon termination of this Contract pursuant to Clauses GCC 14 or GCC 21 hereof, or upon expiration of this Contract pursuant to Clause GCC 16, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 24, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 27 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

21.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 21a or GCC 21b, 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, by Clauses GCC 29 or GCC 30.

e. Payment upon Termination

21.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 21.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

22. General

a. Standard of Performance

22.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate 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 a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

22.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

22.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

22.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law in India.

23. Conflict of Interest

23.1. The Consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict the interest of the client under the contract and will be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any asset or provision of any service related to the assignment other than a continuation of the "Services" under the ongoing contract. It should be the requirement of consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

24. Confidentiality

24.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public

the recommendations formulated in the course of, or as a result of, the Services.

25. Professional Liability

25.1 The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the consultant's liability to the Client will be governed by the applicable law, the contract need not deal with this matter.

26. Insurance to be taken out by the Consultant

26.1 The Consultant shall take out insurance and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost.

27. Accounting, Inspection and Auditing

27.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

27.2 Pursuant to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Client.

28. Reporting Obligations

28.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

29. Proprietary Rights of the Client in Reports and Records

29.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

29.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

30. Equipment, Vehicles and Materials

30.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

30.2 Any equipment or materials brought by the Consultant or its Experts for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

31. Description of Key Experts

31.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

32. Replacement of Key Experts

32.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

32.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

33. Removal of Experts or Sub-consultants

33.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

33.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be

acceptable to the Client.

33.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

34. Assistance and Exemptions

34.1 The client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

35. Access to Project Site

35.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

36. Change in the Applicable Law Related to Taxes and Duties

36.1 If, after the date of this Contract, there is any change in the applicable law in India with respect to taxes and duties which increases or decreases the cost 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 Contract price amount specified in Clause GCC 38.1

37. Services, Facilities and Input of the Client

37.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and inputs described in the Terms of Reference.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract price is fixed inclusive of all taxes, duties and is set forth in the SCC. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause GCC

38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 15 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the Local Currency i.e. INR.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **TOR**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.2 *The Final Payment* .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client and receipt of approval from the CWC. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 With the exception of the final payment under 41.2.2 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

G. FAIRNESS AND GOOD FAITH

42. Good Faith

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

H. SETTLEMENT OF DISPUTES

43. Amicable Settlement

43.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

43.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 44 shall apply.

44. Dispute Resolution

44.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

III Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English
6.1 and 6.2	The addresses are <i>[fill in at negotiations with the selected firm]</i> : Client : _____ Attention : _____

	<p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	<p>Rejection of proposal of successful consultant for failure to execute the documentation: Within such time as mentioned in the Contract Award Notice. Ref ITC 31</p>
12.1	<p>Within 10 (Ten) days from completion of documentation</p>
13.1	<p>The effectiveness conditions are the following: Issue of Award of Contract by the client within 10 days of documentation (signing of agreement by both the parties)</p>
14.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>By issuance of 15 days notice by either party after the expiry of 10 days of documentation.</p>
15.1	<p>Commencement of Services:</p> <p>The number of days shall be seven days.</p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
16.1	<p>Expiration of Contract:</p>

	At the end of 1(One) month after final payment.
23.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 20 Yes

25.1	The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. There is no limitation in case of liability of the consultant towards the client.
29.2	The Consultant shall not use the Feasibility Study Report, Bidding Documents and Mathematical Model for purposes unrelated to this Contract without the prior written approval of the Client.
38.1	The Contract price is: INR_____ [insert amount in word and figure] inclusive of taxes.
43.2	<p>The payment schedule:</p> <p>1st payment after submission / resubmission of Final Inception Report incorporating views of the Departmental committee – 5%</p> <p>2nd payment after submission / resubmission of Draft report on feasibility study regarding pipe irrigation & conventional irrigation system incorporating views of the Departmental committee – 20%</p> <p>3rd payment after submission of Draft report on revised DPR and subsequently receiving recommendation for payment from the Departmental committee – 45%</p> <p>4th payment after submission of Final DPR and subsequently receiving approval for payment from the Departmental committee – 90%</p> <p>5th payment after getting approval from CWC – 100%</p> <p><i>[i) above percentage payments are in cumulative form and against approved project cost.</i></p> <p><i>ii) all the progressive payments mentioned above prior to Approval of the CWC will only be made after getting approval from the Departmental Committee, to be constituted by the Chief Engineer, Teesta Barrage Project in due course.]</i></p>
44	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p>

	<p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to refer the dispute to the existing Dispute Redressal Committee of the Irrigation & Waterways Department, Govt. of WB.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the matter may also be referred to the existing Dispute Redressal Committee of the Irrigation & Waterways Department, Govt. of WB.</p> <p>(c) If the Dispute Redressal Committee, stated above, fails to resolve the dispute, any party may seek arbitration.</p>
	<p>2. <u>Rules of Procedure.</u> Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p>

III. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 5 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 24.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client.]

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in INR)*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

Signature

Date

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 40.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Client]*

Date: _____ *[insert date]*_____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]*_____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated ____ *[insert date]*_____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* () *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

-
- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
 - (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *_[month]*_____, *[year]*__,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”