

Request for Proposal

FOR

**PREPARATION OF DETAILED
PROJECT REPORT (DPR) FOR
NON – CONVENTIONAL &
SPACE SAVING WATER
TREATMENT PLANT AT
GEONKHALI WTP COMPLEX,
MAHISADAL, HALDIA**

HALDIA WATER SERVICES PRIVATE LIMITED,
Unit No: 130A & 130B, 18th Floor, Infinity Business
Centre, Infinity Benchmark Building, Salt Lake
Electronics Complex, Plot G1, Block – GP, Sector–V,
Salt Lake City, Kolkata – 700091, West Bengal

INTRODUCTION

Proposals are invited from qualified & experienced firms for selection of consultant for preparation of Detailed Project Report to do survey of the Geonkhali water treatment plant complex for installing one new non-conventional water treatment plant of 10 Million Gallon per day capacity having space saving technology which will directly impact the capacity enhancement of the existing water treatment facility and will also reduce the pressure of equipment availability during peak requirements and / or preventive maintenance shut downs. Since the locality is growing fast on all the fronts i.e. industrial, commercial and municipal, this is all the more advisable to have a strategic plan in place before hand and remain ready for the upcoming demand from these circles. Potable water being the first and foremost assurance expected by the general public, this kind of proactive and strategic planning for capacity addition for crucial facilities like Geonkhali WTP complex and associated facilities will be most welcome at this time of community development. This is exactly in line with the State Govt's commitment to place it's infrastructure development plan in line with the futuristic need coming up due to smooth and fast industrial growth coupled with added demand from the commercial and municipal segment.

Currently, the Authority has handed over the operations of the entire complex to HWSPL, a Joint Venture firm having years of experience in water treatment, distribution, operations & maintenance, pipeline management etc.

The Geonkhali WTP complex situated at Haldia town is one of the model installation which has worked non-stop while trying to meet majority of the water requirements from the various segments as mentioned above however, the need for capacity building was very much felt in the recent past when water demand rose drastically. The Authority having a thorough understanding of water needs and water treatment systems, the Authority along-with the service provider could only cater to existing demand and add some escalation to that. The Authority thus felt an immediate need for a new WTP preferably having newer technology like inclined plate settlers which have much lesser foot print than conventional systems.

Considering the above circumstances, HWSPL and HDA has decided to seek expert involvement to prepare a Feasibility Study & Preparation of GIS based Detailed Project Report (DPR) for the new WTP at existing Geonkhali WTP complex while using some of the existing civil units to economize further on the cost part.

- 1.1.** As part of this endeavor, Haldia Water Services Private Limited (HWSPL) & Haldia Development Authority (HDA) has decided to prepare a DPR for a new WTP of 10 MGD capacity at Geonkhali WTP Complex, Haldia.

The Managing Director, HWSPL, Unit No: 130A & 130B, 18th Floor, Infinity Business Centre, Infinity Benchmark Building, Salt Lake Electronics Complex, Plot G1, Block – GP, Sector – V, Salt Lake City, Kolkata – 700091, West Bengal invites online

bids in two parts viz. Part-I & Part-II from reliable, resourceful, bonafide and experienced firms as follows:-

Sl. No.	Name of the Project	Earnest Money Deposit	Time of completion
1	Preparation for Detailed Project Report (DPR) for NON –CONVENTIONAL & SPACE SAVING WATER TREATMENT PLANT AT GEONKHALI WTP COMPLEX, MAHISADAL, HALDIA	30,000/- (Rupees Thirty Thousand only)	One (01) month

- 1.2. With a view to inviting bids for the Project and preparation of tender documents, the HWSPL has decided to engage a suitable Technical Consultant to conduct a feasibility study and preparation of detailed project report of the projects, as per the detailed scope of work.
- 1.3. In pursuance of the above, HWSPL has decided to carry out the process for the selection of a dedicated Technical Consultant for the above mentioned project. This RFP is open to all interested firms / consulting companies. The detailed scope of work shall be in accordance with the Terms of Reference specified in Schedule-1 (the “TOR”).
- 1.4. **REQUEST FOR PROPOSALS**

The HWSPL invites proposals (the “Proposals”) from interested firms for selection of a Technical Consultant (the “Consultant”) who shall prepare a Feasibility Report and GIS based Detailed Project Report (DPR) for the Project.

1.5. **DUE DILIGENCE BY BIDDERS**

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the project site and office of the HWSPL, sending written queries to HWSPL and attending a Pre-Proposal Conference.

1.6. AVAILABILITY OF RFP DOCUMENT

RFP document is available with the RFP issuing Authority, HWSPL. Intending bidder may refer to the tender documents for further needful. Date of start of availability of RFP document from 05.01.24 after 10:00 Hrs & Last date & time for physical submission of the quotation is 22.01.24 upto 15:00 Hrs.

1.7. EMD (EARNEST MONEY DEPOSIT)

Intending bidder may as per tender requirement / RFP inviting authority, HWSPL, Earnest Money will be deposited by the bidder electronically, online through his net banking enabled bank account, maintained at any bank or offline through any bank by generating NEFT/RTGS Challan. Intending Bidder will get the Beneficiary details from HWSPL shortly. Bidders may transfer the EMD (Earnest Money Deposit) from their respective bank as per the Beneficiary Name and Account No., Amount, Beneficiary Bank Name (_____) and IFSC Code.

1.8. VALIDITY OF THE PROPOSAL

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “PDD”).

1.9. BRIEF DESCRIPTION OF THE SELECTION PROCESS

The HWSPL has adopted a Single stage two-envelope selection process (collectively the “Selection Process”) for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in RFP, Based on this technical evaluation, a list of short-listed Bidders shall be prepared as specified in RFP, In the second stage, a financial evaluation will be carried out as specified in RFP, Proposals will finally be ranked according to their combined technical and financial scores as specified in RFP.

1.10. PAYMENTS

All payments to the Consultant shall be made in INR in accordance with the Provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.11. COMMUNICATIONS

All communications including the submission of Proposal should be addressed.

To,

The Managing Director,
HWSPL, Unit No: 130A & 130B,
18th Floor, Infinity Business Centre,
Infinity Benchmark Building,
Salt Lake Electronics Complex,
Plot G1, Block – GP, Sector – V, Salt Lake City,
Kolkata – 700091, West Bengal

1.12. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters RFP for Preparation for Detailed Project Report (DPR) for **NON –CONVENTIONAL & SPACE SAVING WATER TREATMENT PLANT AT GEONKHALI WTP COMPLEX, MAHISADAL, HALDIA**

INSTRUCTIONS TO BIDDERS

Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. The Bidder shall be a Sole Firm / Single entity and the manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

- 2.1.** Bidders are informed that the selection of Technical Consultant shall be on the basis of an evaluation by HWSPL through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that HWSPL's decisions are without any right of appeal whatsoever.
- 2.2.** The Bidder shall submit its Proposal in the form and manner specified in RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted online only. Upon selection, the Bidder shall be required to enter into an agreement with HWSPL in the form specified in RFP.

2.3. KEY PERSONNEL

The Consultancy Team shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

Sl. No.	Category Name	Minimum educational qualification and Discipline	Qualification and Expertise required	Nos. required
1	Team Leader cum Water Expert	Post-Graduation / Graduation in Civil / Mechanical / Chemical Engineering	<ul style="list-style-type: none"> ➤ 20 Years and above. ➤ Should have experience Of senior consulting leadership roles in similar nature of work and should have undertaken at least 2 eligible assignments as team leader. Experience in assessment, planning, Soil study, Geotechnical study along-with GIS survey to complete the execution of similar assignments is preferred. 	1
2	Process Engineer	Post-graduation in Environmental	<ul style="list-style-type: none"> ➤ 10 Years and above. 	1

		Engineering/Water Resources / Hydraulics Engineering	<ul style="list-style-type: none"> ➤ Should have enough experience in process Design of Water Treatment Plant at least 2 Eligible Assignments. 	
3	Electrical, Mechanical & Instrumentation Engineer	Graduation in Electrical/ Mechanical /Instrumentation Engineering	<ul style="list-style-type: none"> ➤ 10 Years and above. ➤ Should have undertaken assessment, planning and design of electrical, mechanical & instrumentation works, structural works of at least 2 Eligible Assignments. 	1
4	Civil & Structural Engineer	Post-Graduation in Civil /Structural Engineering	<ul style="list-style-type: none"> ➤ 15 Years and above. ➤ Should have undertaken assessment, planning, Soil study, civil & structural design of at least 2 Eligible Assignments. 	1
5	Lead Surveyor	Diploma in Civil Engineering/ Surveying	<ul style="list-style-type: none"> ➤ 5 Years and above ➤ Should have undertaken assignments of Land surveys using GPS based instruments and software, Total Station, Google Earth, and fixing the land boundaries etc. 	1
Non – Key experts				
1	Support CAD Operators /Surveyor	Diploma in Civil/Mechanical Engineering /Surveyor	Should have more than 3 years of expert and experience of Total Station, Draftsman conversant to Auto CAD, of which about 1 years of experience should be in similar projects.	1

2.4. CONDITIONS OF ELIGIBILITY OF BIDDERS:

Bidders must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided here in. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following:

TECHNICAL CAPACITY: The Bidder shall have, over the past 10 (Ten) years of preceding the PDD, has completed a minimum of 04 (four) Eligible assignments i.e WTP including all associated infrastructure, as specified in RFP. The technical experience mentioned herein is the minimum eligibility criteria for completed projects for any Bidder. Over and above this Bidder may submit additional completed/submitted projects for claiming the Technical Capacity in accordance with the RFP document. However, ongoing projects will be considered for evaluation only if the Bidder has received 70% of the professional fees /assignment value for the project. All the assignments shall be furnished in the mentioned Appendices.

FINANCIAL CAPACITY: The Bidder shall have received a minimum revenue of average Rs. 50 Lakh (Rupees Fifty Lakh) per annum for the last 3 (three) financial years. For the avoidance of doubt, professional fees here under refers to fees received by the Bidder for providing advisory or consultancy services (excluding Audit, Accounting, Taxation and Information technology) to its clients for project development services/preparation of Detailed Project Reports (DPRs), Technical Feasibility Studies, Project Management Consultancy services, Third Party/Independent Engineer/Owners Engineer Services, Technical Audit services, Assessment of existing assets etc. for the projects.

AVAILABILITY OF KEY PERSONNEL: The Bidder shall offer and make available all Key Personnel meeting the requirements specified in clause 2.3.

- 2.5. The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD (Project Due Date) and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.
- 2.6. The Bidder should submit a Power of Attorney as per the format of POA format furnished with the tender.
- 2.7. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

- 2.8. Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitrator or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.
- 2.9. While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may form at the specified forms making do provision for incorporation of the requested information.

2.10. CONFLICT OF INTEREST:

- 2.10.1) A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, HWSPL shall forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation and damages payable to HWSPL for, inter alia, the time, cost and effort of HWSPL, including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to HWSPL hereunder or otherwise.
- 2.10.2) The HWSPL requires that the Consultant provides professional, objective, and impartial advice and at all times hold HWSPL interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of HWSPL.

2.11. NUMBER OF PROPOSALS

No Bidder or its Associate shall submit more than one Proposal for the Consultancy.

2.12. COST OF PROPOSAL

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to HWSPL, Project site etc. HWSPL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.13. SITE VISIT AND VERIFICATION OF INFORMATION

Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with HWSPL, Applicable Laws and regulations or any other matter considered relevant by them. HWSPL shall organize the Site visits, by issuing necessary permits as per the dates and time, to the Geonkhali WTP complex, however, all required arrangement to reach to the said WTP complex shall be to interested bidder's account.

2.14. ACKNOWLEDGEMENT BY BIDDER

2.14.1 - It shall be deemed that by submitting the Proposal, the Bidder has:

- made a complete and careful examination of the RFP;
- received all relevant information requested from the HWSPL;
- Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the HWSPL or relating to any of the matters referred to in RFP.
- satisfied itself about all matters, things and information, including matters referred to in RFP herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations there under;
- acknowledged that it does not have a Conflict of Interest; and
- agreed to be bound by the undertaking provided by it underhand in terms hereof.

2.14.2 The HWSPL shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the HWSPL.

2.15. RIGHT TO REJECT ANY OR ALL PROPOSALS:

Notwithstanding anything contained in this RFP, the HWSPL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

Without prejudice to the generality, HWSPL serves the right to reject any Proposal if:

- i. At any time, a material misrepresentations made or discovered, or
- ii. The Bidder does not provide, within the time specified by the HWSPL, the supplemental information sought by the HWSPL for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the HWSPL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the HWSPL, including annulment of the Selection Process.

2.16. CLARIFICATIONS

Bidders requiring any clarification on the RFP may send their queries to the HWSPL in writing by speed post/ courier/ special messenger or by e-mail (Both in pdf and MS word format) so as to reach before the date mentioned in the Schedule of Selection Process. The envelopes shall clearly bear the following identification: "Queries concerning RFP for (Name of Assignment)"

The HWSPL shall endeavor to respond to the queries within the period specified therein but not later than the date specified. The responses will be sent by e-mail. The HWSPL will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.

The HWSPL reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing shall be construed as obliging the HWSPL to respond to any question or to provide any clarification.

2.17. AMENDMENT OF RFP

At any time prior to the deadline for submission of Proposal, the HWSPL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum / Amendment / Corrigendum and posting it on the Official Website.

In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the HWSPL may, in its sole discretion, extend the Proposal Due Date.

PREPARATION AND SUBMISSION OF PROPOSAL

2.18. LANGUAGE

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

- 2.19.** Pre-qualification / Technical Bid and Financial Bid both will have to be submitted either by mail (PDF with password lock) (password to be shared only with the Bid Inviting Authority) duly signed and / or hard copy by way of registered post / courier as per time schedule stated herein under.
- 2.20.** The financial Bid of the prospective bidder will be opened only if the bidder qualifies in the Technical Bid. The decision of the Bid Inviting Authority will be final and binding to all challenge against such decision will not be entertained.
- 2.21.** The original hard copy of technical bid documents including other Bid attachments as required shall also be submitted duly signed and sealed on all pages on or before Bid due date.
- 2.22.** All Bid attachments as required shall have to be attached along-with the Techno-commercially clear bid by each bidder at the time of bid submission.
- 2.23.** Quotations are to be submitted in two folders at a time for the work; one is technical Bid and another financial bid before the prescribed date and time as mentioned elsewhere in this RFP.

1. CRITERIA FOR EVALUATION

3.1 EVALUATION OF TECHNICAL PROPOSALS

3.1.1. In the first stage, the Technical Proposal will be evaluated on the basis of Bidders experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Bidders whose Technical Proposals get a score of **70 (Seventy)** marks or more out of 100 (one Hundred) shall qualify for further consideration.

3.1.2. Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein.

The bidders should have the credentials as detailed below:

The Technical Bids will be evaluated based on the criteria indicated in the following sections. The bidders should have satisfactorily completed the works as mentioned below during the last day of the Proposal due date in which bids are invited.

A. The Technical scoring point Distribution

The technical evaluation shall be based on the following point distribution:

Sl. No.	Description	Maximum Point
1	Evaluation Criteria for Assessment of Relevant Experience of the Firm	24
2	Adequacy of approach, work plan and methodology	25
3	Relevant experience of proposed Key Personnel	45
4	Survey & flow measurement instrument/equipment and Software are proposed to be used	6
Total Point:		100

A.1. Breakup of Evaluation Criteria for Assessment of Relevant Experience of the Firm:

Sl. No.	Description	Max. Points	Remarks
i.	Year of Establishment of the Firm/ company	6	Submit Relevant
	< 5 years	0	

	5 to 10 years	4	Documents
	> 10 years	6	
ii.	Individual Firm's Average Annual Turnover (last three years)	6	Attested copy of the Audited Balance Sheet is to be submitted
	Average Annual Turnover of last 3 years <30 lakh	0	
	Average Annual Turnover of last 3 years = 30 to 50 lakh	3	
	Average Annual Turnover of last 3 years = above 50 lakh	6	
iii.	Experience for preparation of DPR for similar nature of project (Eligible Projects as per Cl. 3.1.3) in the last 10 years.	6	Copies of work, order, completion certificates etc.
	2 similar project completed	2	
	3 -4 similar projects completed	4	
	more than 4 similar projects completed	6	
iv.	Experience in preparation of GIS based DPR in the last 10 years.	6	Copies of work, order, completion certificates etc.
	1 number completed GIS based DPR	4	
	More than 1 no completed GIS based DPR	6	
	TOTAL	24	

A.2 Breakup for Adequacy of Approach, Work Plan and Methodology:

Sl. No.	Work to be Done	Max. Points
i.	Submission of Site visit report with GPS tagged Photograph	10
ii.	Submission of Work Plan with Bar chart (activities should be considered according to the Proposed methodology)	15
	Total	25

A.3 Breakup of relevant experience of proposed Key Personnel

Sl. No	Staff Position	Marks Distribution	Points Distribution
	Team Leader cum Water Expert		a) Experience: 4 Marks Less than 0 years: 0 10 to 15 years: 7

1	Post-graduation in Civil / Mechanical / Chemical Engineering	15	Above 20 years: 10 b) Similar nature of jobs experience: 4 Marks 2 assignment : 3 More than 2 assignments : 5
2	Process Engineer Post-graduation in Environmental Engineering / Water Resources / Hydraulics Engineering	8	a) Experience: 4 Marks Less than 5 years: 0 5 to 10 years: 3 Above 10 years: 4 b) Similar nature of jobs experience: :3 Marks 2 assignment:- 2 More than 2 assignment:- 4
3	Electrical, Mechanical & Instrumentation Engineer Graduation in Electrical/ Mechanical /Instrumentation Engineering	8	a) Experience: 3 Marks Less than 5 years: 0 5 to 10 years: 3 Above 10 years: 4 b) Similar nature of jobs experience: :3 Marks 2 assignment:- 2 More than 2 assignment:- 4
4	Civil & Structural Engineer Post-Graduation in Civil/Structural Engineering	10	a) Experience: 4 Marks Less than 10 years: 0 10 to 15 years: 3 Above 15 years: 5 b) Similar nature of jobs experience: :3 Marks 2 assignment:- 3 More than 2 assignment:- 5
5	Lead Surveyor Diploma in Civil Engineering/Survey	4	a) Experience: 2 Marks Less than 3 years: 0 3 to 5 years: 1.5 Above 5 years: 2 b) Similar nature of jobs experience: :2 Marks 2 assignment:- 1.5 More than 2 assignment:- 2
	Total	45	

NB:-Copy of relevant qualification certificate of key personnel, Experience Letter, work order of projects, associated with the work

A.4 Survey & flow measurement instrument/equipment and Software are proposed to be used

Sr. No.	Description	Maximum Points
i.	Available Survey instrument and flow measurement instrument (Total station, WTP, Intake, pipeline etc)	3
iii.	Simulation / Software like QGIS, HEC-RAS and GPS Based Training	3
	Total	6

NB:-In the case of outsourcing of survey and testing activities: proof of tie up (MOU) with vendors for outsourcing of survey & testing facility must be submitted before signing agreement.

3.1.3. ELIGIBLE ASSIGNMENTS

A. Eligible Technical Consultancy Assignments:

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, Feasibility Study, DPR preparation / Owner's Engineer / technical consultancy assignments for the following projects shall be deemed as eligible assignments (the "Eligible Technical Assignments"):

- (i) **Water treatment plants (WTP) or Systems that comprises of at least 01 No WTP along-with Intake structure and transmission pipeline (both gravity & rising main), Pumping Station, filter bed (gravity filter beds), Raw / Clear water reservoir, soil studies reports for civil constructions, topographical survey & studies, raw water analysis, automation, electrical, mechanical & instrumentation for entire WTP and Sub-station in the last 05 years from Project Due Date (PDD) and this should be in compliance to Amrut Guidelines carried out for state agencies. Bidding Consultants will be required to and should be able to laise / interact with the State Level Amrut Committee for providing relevant information as and when asked for related to this DPR.**

3.2 Local Office

On entrustment of work, within a week's time the consultant shall open a local office (if not existing already) at Kolkata by the Team Leader. The office must be equipped with all necessary office equipment. All the queries raised by the Department during the preparation and scrutiny of DPRs, shall be attended by the Consultants forthwith. If needed, the Team Leader / Deputy Team Leader must attend office of the HWSPL and all other related offices at their own cost.

3.3 EVALUATION OF FINANCIAL PROPOSAL

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF).

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, including Manpower Cost, additional Costs, GST and etc. all in online only.

3.3.3 The HWSPL will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (**FM**) will be given a financial score (SF) of 100 points. The financial scores of other Proposals will be computed as follows:

$$\mathbf{SF = 100 \times FM/F}$$

(F = amount of Financial Proposal)

3.4 COMBINED AND FINAL EVALUATION

3.4.1 Similar to the ranking of Financial Proposal, for calculating the final Technical Score (ST) proposals will be awarded by the technical evaluated marks (T) corresponding to the highest technical 100 marks (TM) as per 3.1.2 A. The Technical Score (ST)) for the proposals will be computed as follows:

$$\mathbf{ST = 100 \times T/TM}$$

3.4.2 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) Scores as follows:

$$\mathbf{S = (ST \times Tw) + (SF \times Fw)}$$

Where **S** is the combined score, and **Tw** and **Fw** are assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.

3.4.3 The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the specified requirements.

2.

FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the HWSPL shall reject a Proposal without being liable in any manner what so ever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the HWSPL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages pay able to the HWSPL for, *inter, alia*, time, cost and effort of the HWSPL, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 4.2 Without prejudice to the rights of the HWSPL under Clause 4.1 herein above and the rights and remedies which the HWSPL may have under the LOA or the Agreement, if an Bidder or Consultant, as the case may be, is found by the HWSPL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by the HWSPL during a period of 1 (one) years from the date such Bidder or Consultant, as the case may be, is found by the HWSPL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
- (a) “**CORRUPT PRACTICE**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner what so ever, directly or indirectly, any official of the HWSPL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or a rising there from, before or after the execution there of, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the HWSPL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner what so ever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Consultant / adviser of the HWSPL in relation to any matter concerning the Project;
 - (b) “**FRAUDULENT PRACTICE**” means a misrepresentation or omission of factor disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) “**COERCIVE PRACTICE**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

- (d) **“UNDESIRABLE PRACTICE”** means (i) establishing contact with any person connected with or employed or engaged by the HWSPL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“RESTRICTIVE PRACTICE”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3. **Force Majeure:**

(1) For the purpose of this contract, “Force Majeure” means an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations hereunder impossible or so impractical as reasonable to be considered impossible in the circumstances, and includes but is not limited to war, riots, civil disorder, earthquake, fire explosion, storm, flood or other weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(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 sub-consultants or agents or employees, nor

ii. any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligations hereunder.

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

iv. No Breach of Contract: The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable alternative measure, all with the objective of carrying out the terms and conditions of this contract.

v. Measures to be taken:

a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such party’s inability to fulfill its obligations hereunder with a minimum of delay.

b. A Party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and case of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

c. The parties shall take all reasonable measures to minimize the consequences of an event of Force Majeure.

d. Extension of time: Any period within 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

4.**MISCELLANEOUS**

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of West Bengal and the Courts in the State in which the HWSPL has its headquarters shall have exclusive jurisdiction overall disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The HWSPL, in its sole discretion and without incurring any obligation or liability reserves the right, at any time, to:
- a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) Consult with any Bidder in order to receive clarification or further information;
 - c) Retain any information and/or evidence submitted to the HWSPL by, on behalf of and / or in relation to any Bidder; and / or
 - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the HWSPL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations here under, pursuant there to and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the HWSPL or submitted by a Bidder shall remain or become, as the case may be, the property of the HWSPL. The HWSPL will not return any submissions made here under. Bidders are required to treat all such documents and information as strictly confidential.
- 6.5 The HWSPL reserves the right to make inquiries with any of the client's listed by the Bidders in their previous experience record.
- 6.6 The selected bidder is too provided for insurance cover by taking an adjacent and suitable policy so as to indemnify HWSPL against any damage of buildings property / limb or life of person which may occur during the execution of the contract. The cost thus involved, is to be included in the rate to be quoted by the contractor. No claim on this account for extra payment for compensation shall be entertained.
- 6.7 During an assignment, if staff substitution is necessary (for example, because of ill health or because a staff member proves to be unsuitable, or the member is no longer working with the consultant), the consultant shall submit a propose other staff ,advising therein the name of the replacement staff of equivalent or higher qualifications duly supported by his CV, for approval by the Engaging Department
- 6.8 Procedure for Suspension and Debarment of Contractors / bidder / Agency / Consultants will be as per Clause-41 of West Bengal Form No- 2911 (new version).

Technical Bid shall be treated as non responsive if anything adverse has come to the notice of the tender inviting authority against the Firm/Agency/ bidder so far as his performance within the jurisdiction of the concerned circle. The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility.

TERMS OF REFERENCE (TOR) FOR CONSULTANT

1. SCOPE OF THE PROJECT

The pre-requisite for achieving the objective of the assignment is to study the existing water treatment scheme of WTP 1 and WTP 2, the intake water structure, the raw water reservoir and the total projected potable water requirement. Understand the existing civil structures which can be utilized in the upcoming Green field WTP to reduce capital cost. Understand the existing pipelines and its ability to take additional volume for future demand and propose accordingly options for water conveyance. Study the salinity aspect of the water in the Haldi River throughout the year and the impact of high and low tide on the pumping ability of the main intake pumps. Study and propose alternative on the existing Raw water reservoir and its sufficiency to cater to the existing 50 MGD WTP as well as the upcoming 10 MGD WTP. More specifically study the above aspects in greater details and analyze causes to environmental impact while going ahead with the upcoming WTP. Additionally, due to increase in the water consumption and its demand in the municipal and domestic circle, Consultant should check the possibility & impact of doing further water treatment by using advance technology like UF / RO. Additionally, Consultant should be able to take into consideration whole / entire Power requirement of the WTP complex either and additionally for the upcoming 10 MGD WTP from Alternate power sources / power redundancy, more specifically by way of renewable sources i.e. Solar power.

The consultants shall, therefore, carry out the following tasks, among other things, to achieve the objective of this assignment stated above.

Surveying, Planning, Feasibility Report, Geo-technical study, GIS based Detailed project report for designing of proposed WTP and allied infrastructure at Geonkhali WTP Complex.

A) GIS based Mapping infrastructure Carry out reconnaissance survey to-

- Identify available land for probable locations, requisite intake structure, raw water reservoir, WTP Clarifier and filter bed civil structures, clear water pumping station (CWPS), clear water reservoir, pipeline, automation requirements, electrical requirements and sub-station etc. The land required for construction of proposed WTP will be arranged by the HWSPL / Authority. and the feasibility of the land will be checked by the HWSPL. Detailed Soil study with report submission shall be the responsibility of the consultant.
- Identification of alternate options to recycle and reuse the Filter bed back wash water back to the WTP scheme striving towards reducing station losses.

- Identification of areas to reduce power / chemical / consumables consumption while making the operation / generation highly efficient.
- Identify areas to reduce sludge generation thereby reducing sludge disposal issues resulting in cost savings.
- Necessary Survey and investigation required (including topo survey if any) for necessary condition assessment of the existing WTP infrastructure comprising Water Treatment Plants, conveyance Networks, Pumping stations, Intake structure, automation aspects, pre-settling tanks, soil conditions and other associated equipments and facilities.
- Survey report should propose the possibility of further water treatment (as per projection by HWSPL) by using advance technology like UF / RO for specific municipal and domestic usage.
- Survey report should propose and guide taking into consideration the entire Power requirement of the WTP complex either and additionally for the upcoming 10 MGD WTP from Alternate power sources / power redundancy, more specifically by way of renewable sources i.e. Solar power
- Reconnaissance survey report should summarize all the collected information, including a description of each route or site, geo-tagging photograph of land.

Details GIS based survey

- The consultants shall carry out (i) a details survey with GIS based on the site for ground elevation, bottom level of existing structures, cross-sectional shape and material of all the civil / mechanical equipments / drains / outfalls and prepare a work plan for undertaking surveys to gather information about the coverage and quality of existing services to clarify the key problems to be addressed and priority locations for improvement, prepare accurate GIS based maps and drawings for the existing potable water infrastructure and (ii) GIS based survey of the adjacent existing WTP system and prepare the GIS based maps and drawings in appropriate scale and in adequate details. Instead of keeping the review of the GIS based maps and drawings until substantial production, the consultants shall obtain the views of the designated official of the HWSPL at every stage of progress and obtain their comments on the accuracy of the GIS based maps and details in the drawings. The Base maps prepared by using GIS based format.

- Preparation of drawings on GIS based showing various civil structures / intake structures / filter beds or any pipelines which are part of the existing & upcoming WTP etc.

B) Conceptual Plan, Feasibility study and Preparation of Feasibility Report

- Conducting present status study of potable water generation and the present water source study and its reliability from the survey work.
- The Consultant shall acquaint himself to prepare the preliminary scheme. After identification of all design aspect (1st and 2nd order with latitude & longitude) the quantity of flow need to be measured along with the Haldi river, and same has to carry out the water quality testes (mainly pH, TSS, Turbidity, Chlorides / salinity etc and other parameters, if required) from NABL affiliated laboratory, Soil study reports etc as per latest IS / CPHEEO / Amrut Guidelines.
- After finalization of flow, the proposed Intake / WTP / Filter beds / RWPS should be designed considering peak hour and also the H.F.L. of the area following CPHEEO Guideline and access to select a suitable techno- economical Inclined plate settler technology based treatment process (In with the provision of Commissioning, Trial Run and thereafter Operation & Maintenance (O&M) for the period of next 10 years. The part of Water Treatment Plant for which necessary Survey, Hydraulic Process Design, Flow Diagram, General arrangement with all structural design & drawing, Conceptual Plan, and Dimension of different Units prepared
- Preparing for the Survey report checking the possibility of further water treatment (as per projection by HWSPL) by using advance technology like UF / RO for specific municipal and domestic usage.
- The proposed Feasibility Report shall be checked by the HWSPL for final approval.

C) Detailed Study and Preparation of Detailed Project along with Detailed Cost Estimate,

Technical and Commercial Specifications

After approval of the Feasibility Report, a draft DPR shall be prepared on the basis of detailed survey, investigation and same as to process for design, schematic drawing, key-plan, detail methodology of Inclined Plate settler based clarifier system, highly efficient WTP for both civil & Electro-Mechanical aspects.

- Preparing detailed cost estimate of the various components for the entire scheme / project, bill of quantities, technical specifications, quality assurance and environmental and social assessments and management plans for various items including cost of operation and maintenance of 10 years shall be submitted to HWSPL for necessary

appraisal.

- DPR should be prepared following the latest Guidelines of IS / CPHEEP with all associated infrastructure, relevant BIS Codes, relevant automation philosophy and latest schedule of AMRUT 2.0, Govt of India

D) After appraisal of the draft DPR, final DPR (in 6 sets) is to be submitted to the HWSPL/ funding authority for final approval of DPR.

Consultant will prepare Concept Plans for WTP and associated infrastructure at Geonkhali WTP complex, Haldia, WB incorporating the above mentioned objectives and scope of work.

Obtaining the statutory approvals and other required clearances

- The HWSPL representative shall proactively assist with Consultant for the approval from all concerned local authorities, other Government Departments etc. which are required as per law.
- The Technical Consultant shall ascertain the formalities that need to be gone through and submissions that need to be made and whoever is duly authorized to sign the submissions shall sign and make necessary submissions in this regard.
- The Technical Consultant shall interact with the relevant authorities, wherever required for obtaining clearances / approvals and carry out necessary changes/improvements required for obtaining such clearance / approval
- Technical Consultant shall make presentations regarding proposals as and when required for obtaining approvals, clearances etc. or as otherwise requested by the Authority. The responsibility for defending the plans / proposals and designs including modifications thereto, if any, before the various authorities shall remain with the Technical Consultant
- All necessary approvals have to be arranged before the required stages and should be clarified during the implementation of project site.

2. TIME AND PAYMENT SCHEDULE

- 2.1 Subject to the provisions of Paragraph 1 of the TOR, the total duration for the assignment shall be 2 months {One (01) month for feasibility study and One (01) month for preparation of DPR} including the time taken by HWSPL in providing the requisite documents or in reviewing the Draft Reports all in respect.
- 2.2 Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables of the Concessionaire for the Project. However, an indicative set of payments for the delivery of services are as follows:

SI No	Description of Deliverables / Payment Schedule	% of Payment
1	GIS based Mapping Infrastructure i.e Submission of Reconnaissance as well as Detailed Survey Report along with necessary GIS based drawings of requisite intake structure, soil study reports with civil foundation recommendations, raw water reservoir details, WTP Clarifier and filter bed civil structures, clear water pumping station (CWPS), clear water reservoir, pipelines, automation requirements, electrical requirements and sub-station etc as per direction by the Engineer – in – Charge (EIC) of HWSPL.	10% of the total Quoted amount.
2	Submission of Qualitative & Quantitative analysis for requisite intake structure, soil study reports with civil foundation recommendations, raw water reservoir, WTP Clarifier and filter bed civil structures, clear water pumping station (CWPS), clear water reservoir, pipeline, automation requirements, electrical requirements and sub-station etc to carry out all the test from NABL affiliated laboratory and as per latest IS / CPHEEO Guidelines as per the direction by the Engineer – in – Charge (EIC) of HWSPL.	15% of the total Quoted amount.
3	Submission and acceptance of GIS based draft DPR by HWSPL (Design, Drawing and civil cost estimate shall be vetted by Civil Wing of HWSPL and Design, Drawing and Electro- Mechanical cost estimate shall be vetted by E/M Wing of HWSPL) after compliance of the comments if any of HWSPL, as per the direction by the Engineer – in – Charge (EIC) of HWSPL.	45% of the total Quoted amount.
4	Submission of final DPR to HWSPL/ Authority in soft and hard copy, Compliance of comments of HWSPL / Funding Authority, site visit if required.	20% of the total Quoted amount.
5	Submission of final accepted DPR (in 6 sets) in soft and hard copy to HWSPL.	10% of the total Quoted amount.

Note:

- The stage wise payment schedules stated above may be considered for further split up at the time of signing agreement by consent of both parties to facilitate payment.

3. EXPECTED MAN MONTHS

Sl. No.	Position	No.	Man months
KEY EXPERTS			
1	Team Leader cum Waste water Expert	1	1
2	Process Engineer	1	1
3	Electrical, Mechanical & Instrumentation Engineer	1	1
4	Civil & Structural Engineer	1	1
5	Lead Surveyor	1	1
SUPPORT EXPERT			
6	Support CAD Operators / Surveyor	1	1

4. COMPLETION OF SERVICES

All the Deliverables shall be compiled, classified and submitted by the Consultant to HWSPL in both hard & soft form, to the extent possible. The documents comprising the Deliverables shall remain the property of HWSPL and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of HWSPL. The Consultancy shall stand completed on acceptance by HWSPL of all the Deliverables of the Consultant. Unless completed earlier, the Services shall be deemed completed and finally accepted by HWSPL and the final Deliverable shall be deemed approved by HWSPL as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless HWSPL, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services.

5. OTHER TERMS & CONDITIONS OF TOR

- 5.1. After the rate is accepted, the Consultant will have to submit the work- programme consisting of the date and time of commencement of every stage of activity, as maybe asked by HWSPL.
- 5.2. The Consultant must keep the HWSPL informed about the progress of work, at suitable intervals, as directed by the EIC – HWSPL.
- 5.3. The Consultant will depute technically qualified personnel at site having thorough knowledge of survey work as per the scope of work defined elsewhere (TOR) and communicate time to time with the EIC - HWSPL. The name and designation of such personnel must be furnished, in writing, by the Consultant, as desired by HWSPL.

- 5.4. Retention money towards performance Security amounting 10% or as applicable as per the Government norms, at the time of execution of formal agreement of the work shall be deducted from the running account bill of the quotation as per prevailing order. The balance Earnest Money, if any, to fulfill the 02 (two) percent of quoted value shall be deposited at the time of execution of formal agreement, so that total deduction against security deposit along with the earnest money (2%), is converted into security deposit, constitute 10% of the quoted amount of the work. No interest will be paid on Security Deposit.
- 5.5. The Work Order will be cancelled, if the consultant fail to start the activity within a certain period mentioned in the LOA.
- 5.6. It may be clearly noted that tender documents are not transferable under any circumstances. Conditional / Incomplete quotation will not be accepted under any circumstances.
- 5.7. The quotation will be opened by The Managing Director, HWSPL, on the PDD (to be intimated later) after 14:00 pm in presence of prospective bidders or their authorized representatives, who like to be present at that time.
- 5.8. Complete project Report to be prepared as per the current guidelines of CPHEEO & other relevant IS codes.
- 5.9. Submission of Project Report to HWSPL for incorporation and modification as and when necessary, till the project is sanctioned for funding regarding change /modification in technical aspects of the scheme, the Managing Director, HWSPL will act as a Nodal Officer.
- 5.10. 6 (Six) copies of each Project Report (Draft and Final) are to be prepared and submitted to HWSPL, besides 2 Nos. soft copies in editable format in CD are to be submitted. In case of modification of DPR, same number of copies (hard & soft) as mentioned above is to be prepared and submitted.
- 5.11. The DPR are to be prepared in consultation with HWSPL within 30 Days from the date of issue of the work order.
- 5.12. All Taxes and duties, deductible at source as per rules, will be deducted from bills.
- 5.13. In case of rejection of the project by the HWSPL / Competent Authority, no further payment will be made.
- 5.14. In addition to the above Terms & Conditions, any other disputes arises, the decision of the Managing Director, HWSPL shall be final and binding.

APPENDICES

APPENDIX-I - A

TECHNICAL PROPOSAL

LETTER OF PROPOSAL

(On Bidder's letter head)

(Date / reference)

To,

.....

.....

.....

Sub: Appointment of Consultant for preparation of Feasibility Report & Detailed Project Report for the Project

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the..... Project. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the HWSPL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the HWSPL to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the HWSPL;
 - (b) I/We do not have any Conflict of Interest in accordance with the RFP Document; I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the HWSPL or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with the RFP document.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the HWSPL in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

15. I/We agree to keep this offer valid for 90 days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
17. In the event of my / our firm / being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the TOR of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the HWSPL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us.
- 20 I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and
designation of the authorized
signatory)

(Name and seal of the Bidder)

APPENDIX-I - B
PARTICULARS OF THE BIDDER

1.1	Title of Consultancy:
1.2	Title of Project Project
1.3	<p>State the following:</p> <ul style="list-style-type: none"> • Name of Company or Firm: • Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): • Country of incorporation: • Registered address: • Year of Incorporation: • Year of commencement of business: • Principal place of business: • Brief description of the Company including details of its main lines of business : • Name, designation, address and phone numbers of authorized signatory of the Bidder: Name: Designation : Company: Address: Phone No.: E-mail address:

1.6	<p>For the Bidder, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India?</p> <p style="text-align: center;">Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>(ii) Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: center;">Yes/No</p> <p>(iii) Has the Bidder ever failed to complete any work awarded to it by any public authority/entity in last five years?</p> <p style="text-align: center;">Yes/No</p> <p>(iv) Has the Bidder been blacklisted by any Government department/Public sector Undertaking in the last five years?</p> <p style="text-align: center;">Yes/No</p> <p>(v) Has the Bidder, suffered bankruptcy/insolvency in the last Five years?</p> <p style="text-align: center;">Yes/No</p> <p><u>NOTE:</u> If answer to any of the questions at (ii) to (v) is yes, the Bidder is not Eligible for this consultancy assignment.</p>
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<p>1.7</p>	<p>Does the Bidder’s firm/company combine functions as a Consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: center;">Yes/No</p> <p>If yes, does the Bidder agree to limit the Bidder’s role only to that of a Project Engineer/ adviser to the HWSPL and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p style="text-align: center;">Yes/No</p>
<p>1.8</p>	<p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: center;">Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as Project Engineer, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: center;">Yes/No</p> <p>If yes, have any under takings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of Consultant/adviser for the HWSPL only?</p> <p style="text-align: center;">Yes/No</p> <p>(Signature, name and designation of the authorized signatory)</p> <p>For and on behalf of</p>

APPENDIX-I - C

STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letter head of the Bidder)

Ref. Date:

To,

.....
.....
.....

Dear Sir,

Sub: RFP for Consultant..... Project

I/We here by confirm that I/we, the Bidder (the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Bidders name) will act as the Member of our Firms / companies .

I/We have agreed that..... (insert individual’s name) will act as our Authorized Representative / will act as the Authorized Representative of the firms/ companies on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation
of the authorized signatory)

For and on behalf of

APPENDIX-I - D

POWER OF ATTORNEY

Know all men by these presents, we,..... (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms..... son / daughter / wife and presently residing at....., who is presently employed with us and holding the position ofas our true and lawful attorney (here in after referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Transaction Advisor (Consultant)for the..... Project, proposed to be developed by the(the “HWSPL”) including but not limited to signing and submission of all Proposals, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the HWSPL, representing us in all matters before the HWSPL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the HWSPL in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the HWSPL.

AND, we do here by agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers here by conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF.....,20.....

For.....

(Signature, Name, Designation and Address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....
(Signature, Name, Designation And Address of the Attorney)

Accepted

.....
(Signature, Name, Designation and
Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs.100 (hundred) and duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as are solution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power here under on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostils certificate.

APPENDIX-1 - E

FINANCIAL CAPACITY OF THE BIDDER

SL. NO	FINANCIAL YEAR	:	Income from Professional Fees (INR)
1		:	
2		:	
3		:	

Certificate from the Statutory Auditor

This is to certify that(Name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit

firm

Date:.....

(Signature, Name and Designation
of the Authorized Signatory)

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

NOTE: Please do not attach any printed Annual Financial Statement.

APPENDIX-1 - F

PARTICULARS OF KEY & NON KEY PERSONNEL

Sl. No.	Designation of key Personnel	Name	Educational Qualification	Length of Professional Experience		Present Employment		No. of Eligible Assignments
				General	Project Specific	Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	5(A)	5(B)	(6)	(7)	(8)

APPENDIX-1-G

PROPOSED METHODOLOGY AND WORK PLAN

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages) The Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.
2. Methodology and Work Plan (not more than three pages). The Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Bidder is a company / firms, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

NOTE: *Marks will be deducted for writing lengthy and out of context responses.*

Work Plan will be submitted according to methodology

APPENDIX-1 - H

ABSTRACT OF ELIGIBLE ASSIGNMENTS OF THE BIDDER

SL. NO.	Name of the project	Name of the Client	Start Date	End Date	Estimated capital cost of Project (in Rs. crore)	Total value of the Professional fees	Payment of professional fees Received by the Bidder (in Rs. crore)	Treatment Capacity In MLD / MGD
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								
4								

The Bidder should provide details of only those projects that have been undertaken by it under its own name.

The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Appendix-I.

Certificate from the Statutory Auditor

This is to certify that the information contained in Column 6, 7, 8 & 9 above are correct as per the accounts/documents of the Bidder and/or the clients produced before us.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, Name and Designation of the authorized signatory)

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

NOTE: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

APPENDIX-1 - I

ABSTRACT OF ELIGIBLE ASSIGNMENTS OF KEY PERSONNEL

Name of Key Personnel:

Designation:

SL. NO.	Name of the project	Name of the Client	Estimated capital cost of Project (in Rs. crore)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of Completion of the assignment	Man days Spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							

Use separate Form for each Key Personnel.

The names and chronology of projects included here should conform to the project-wise details submitted in Appendix-I.

NOTE: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

APPENDIX-1- J

ELIGIBLE ASSIGNMENTS OF BIDDER

1	Name of bidder	
2	Name of the Project	
3	WTP capacity in MLD / MGD	
4	Description of services performed by the Bidder Firm:	
5	Name of client and Address: (indicate whether public or private)	
6	Name and telephone no. of client's representative:	
7	Estimated capital cost of the Project (in Rs cr)	
8	Payment received by the Bidder (in Rs.crore)	
9	Start date of the services (month/year):	
10	Finish date of the services (month/year):	
11	Brief description of the Project:	
<p>It is certified that the aforesaid information is true and correct to the best of my Knowledge and belief.</p>		

(Signature and Name of Authorized Signatory)

NOTES:

1. Use separate sheet for each Eligible Project.
2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

APPENDIX-1- K

ELIGIBLE ASSIGNMENTS OF KEY PERSONNEL

1	Name of Key Personnel	
2	Designation of Key Personnel	
3	Name of the Project	
4	WTP capacity in MLD / MGD	
5	Name of consulting firm where employed	
6	Description of services performed by the Key Personnel (including designation):	
7	Name of client and Address: (indicate whether public or private)	
8	Name and telephone no. of client's representative:	
9	Estimated capital cost of the Project (in Rs crore)	
10	Start date of the services (month/year):	
11	Finish date of the services (month/year):	

12	Brief description of the Project:
<p data-bbox="269 405 1359 474">It is certified that the aforesaid information is true and correct to the best of my Knowledge and belief.</p> <p data-bbox="776 640 1339 676">(Signature and Name of Authorized Signatory)</p>	

NOTES:

1. Use separate sheet for each Eligible Project.
2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. Same format can be used for non-key personnel as well.

APPENDIX-1 - L

CURRICULUM VITAE (CV)

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record: (Starting with present position, list in reverse order every employment held.)

Sl. No	Organization	Position held	Tenure
1			
2			
3			
4			

7. List of projects on which the Personnel has worked

<u>PREVIOUS ASSIGNMENTS</u>			
Sl. No	Project Name	Description of responsibilities	Duration
1			
2			
3			
4			

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and Name of the
Key Personnel)