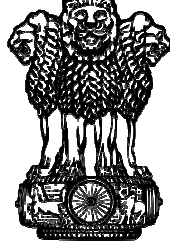




**Kolkata
Metropolitan
Development
Authority**

e-RFP No: 05/KMDA/CIVIL/SE(CRS)/E&AM OF 2026-27 Date: 27.08.2026

MEMO NO.: 28 /SE/CRS CIRCLE/E&AM SECTOR/KMDA/F-20, Date: 27.08.2026



सत्यमेव जयते

পশ্চিমবঙ্গ সরকার

Government of West Bengal

e-Request for Proposal

**Preparation of GIS based maps and Planning Report for area of 120sqkm (approx)
SonarpurPanchayatSamity (part) under the jurisdiction of Kolkata Metropolitan
Planning Area (KMPA) forLand Use and Development Control Plan (LUDCP) under
Section 31 of the WBT&C(P&D) Act, 1979**

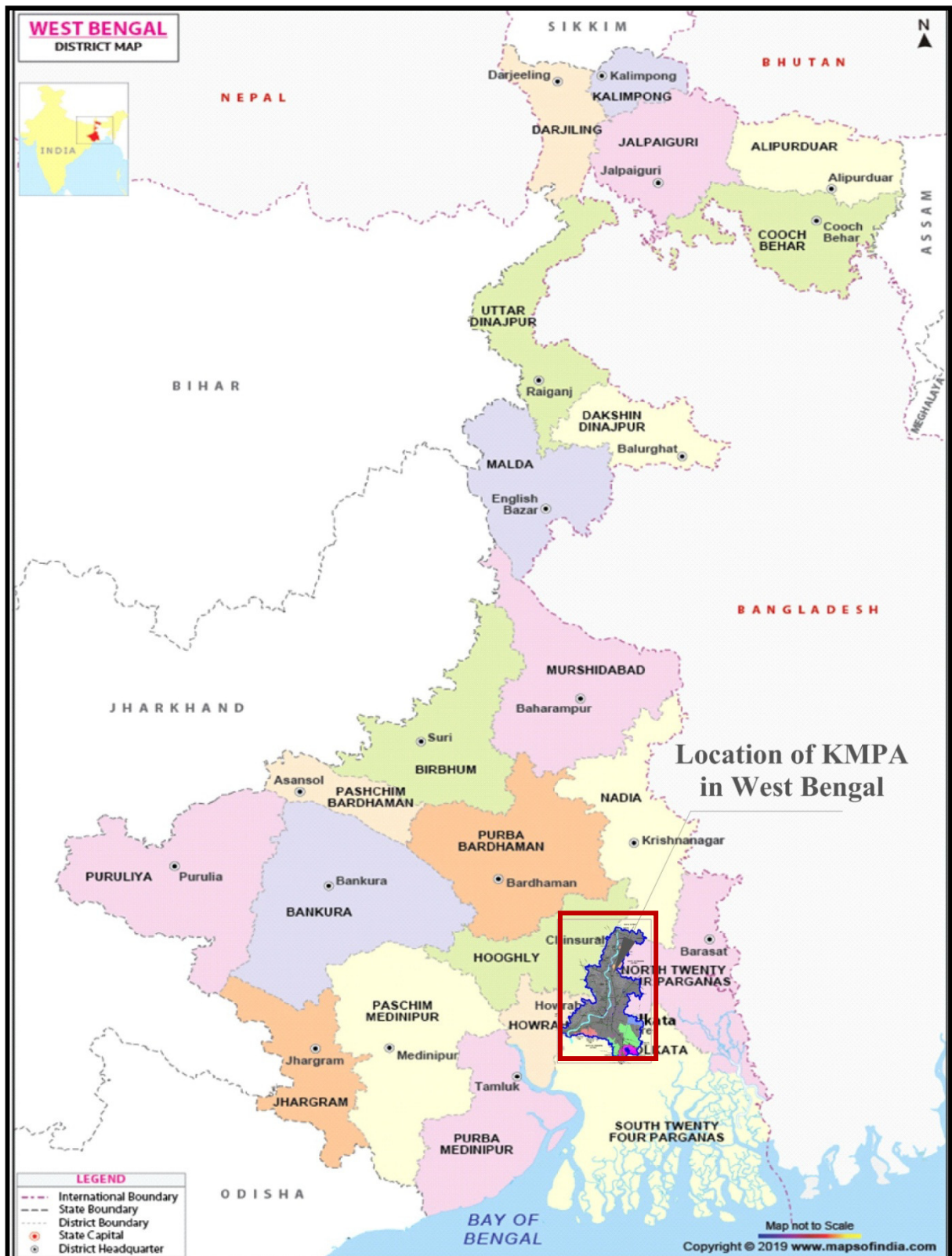
August' 2026



**OFFICE OF THE SUPERINTENDING ENGINEER
CRS CIRCLE, E&AM SECTOR
KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY
BLOCK - A, 8THFLOOR, UNNAYAN BHAVAN, SALT LAKE, KOLKATA - 700 091
নগর উন্নয়ন ও পৌর বিষয়ক বিভাগ, পশ্চিমবঙ্গ সরকার
URBAN DEVELOPMENT AND MUNICIPAL AFFAIRS DEPARTMENT
GOVERNMENT OF WEST BENGAL**

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MAP OF WEST BENGAL



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DISCLAIMER

1. The information contained in this 'Request for Proposal' document (the "RfP" or "RfP Document" or "RfP document") or as subsequently provided to bidder(s) (herein after referred to as "Bidder(s)"), whether verbally or in documentary or in any other form by or on behalf of the Kolkata Metropolitan Development Authority (hereinafter referred to as "KMDA" or "Authority") or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RfP and such other terms and conditions subject to which such information is provided.
2. This RfP document contains brief information about the project for **Preparation of GIS based maps and Planning Report for area of 120sqkm (approx) Sonarpur Panchayat Samity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C(P&D) Act, 1979** (hereinafter referred to as "Project") by the successful Bidder/developer selected through a competitive bidding process. The purpose of this RfP Document is to provide Bidders with information that may be useful to them in the formulation of their bid and for no other purpose.
3. This **RfP** is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Bidders or any other person but is merely informative in nature, creating no obligation whatsoever. The terms on which the Project is to be developed and the right of the successful Bidder/applicant shall be as set out in a separate definitive agreement to be entered into by the concerned parties. The purpose of the RfP is to provide interested parties with information that may be useful to them in making their proposal including financial proposals (the "Bid" or "Bid(s)" or "Proposal(s)") pursuant to this **RfP**. This **RfP** may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfP. The assumptions, assessments, statements and information contained in this RfP, or to be furnished later under the Bidding Documents (as defined hereinafter), by the Authority and/or any of its consultants are, only indicative and for the sole purpose of making available to interested parties/Bidder's information that may be useful to them in the formulation of their Bid. Such assumptions, assessments, statements, data and information may not be complete, accurate, adequate or correct. Each Bidder should therefore, before placing reliance on the aforesaid assumptions, assessments, statements, data and information conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfP and obtain independent advice from appropriate sources. For the avoidance of doubt, in case the Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information, then the same shall not in any manner bind/make liable the Authority and/or its consultant(s) to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information. Each Party shall carry out his own due diligence on all relevant issues including financial viability, technical parameters, site conditions, etc. and the Authority or its advisors do not guarantee the financial and technical viability of the Project. This RfP is being made available by the Authority to the interested parties on the terms set out in this RfP. The possession or use of this RfP in any manner contrary to any applicable law, rules or regulations, is expressly prohibited. The Bidders shall inform themselves about, and shall observe any applicable legal requirements in this regard. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RfP shall be construed as legal, financial or tax advice.
4. Information provided in this **RfP** to the Bidder(s) is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority, its employees and advisors accept no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.
5. Neither the information in this **RfP** nor any other written or oral information in relation to the selection process of the Bidder for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied on as such.

6. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RfP and any assessment, assumption, statement or information contained therein or deemed to form part of this RfP or arising in any way in relation to the bidding process.
7. The Authority, its employees and advisors also accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RfP.
8. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, statement, assessment or assumptions contained in this RfP.
9. Intimation of discrepancies in the RfP document, if any, should be submitted to the office of the Superintending Engineer, CRS Circle, Estate & Asset Management Sector, Kolkata Metropolitan Development Authority, immediately by the Bidder, in written and through e-mail communication at atsecrskmda@gmail.com. If no written communication is received by the Authority, it shall be deemed that the Bidders/applicants are satisfied that the RfP Document is complete in all respects.
10. The issuance of this RfP does not in any way imply that the Authority is bound to select a Bidder or to appoint the Preferred Bidder for the Project. **The Authority reserves the right in its sole discretion, to accept or reject any or all of the Bidders or bids without assigning any reasons thereof.**
11. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparing, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. **All such costs and expenses will be solely to the account of the Bidder and the Authority shall not be liable in any manner whatsoever for the same** or for any other costs or expenses incurred by any Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.
12. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to do any such act in any manner whatsoever on behalf of the Bidder towards any officer/employee of the Authority or to any other person in a position to influence the decision of the Authority for extending any favour in relation to this RfP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
13. Laws of the Republic of India are applicable to this RfP.

ABBREVIATIONS

Sl. No.	Abbreviation	Expansion
1.	SE (CRS)	<i>Superintending Engineer (CRS Circle)</i>
2.	E&AM	<i>Estate and Asset Management (Sector)</i>
3.	KMDA	<i>Kolkata Metropolitan Development Authority</i>
4.	e-RfP	<i>electronic – Request for Proposal</i>
5.	ULB	<i>Urban Local Body</i>
6.	MoEFCC	<i>Ministry of Environment, Forest & Climate Change</i>
7.	CPHEEO	<i>Central Public Health and Environmental Engineering Organization</i>
8.	SWM	<i>Solid Waste Management</i>
9.	EMD	<i>Earnest Money Deposit</i>
10.	RTGS	<i>Real Time Gross Settlement</i>
11.	NEFT	<i>National Electronic Fund Transfer</i>
12.	PAN/GST	<i>Permanent Account Number/ Goods & Services Tax</i>
13.	LoI	<i>Letter of Intent</i>
14.	LoA	<i>Letter of Acceptance</i>
15.	GPS	<i>Global Positioning System</i>
16.	JV	<i>Joint Venture</i>
17.	MoU	<i>Memorandum of Understanding</i>
18.	MoA	<i>Memorandum of Agreement</i>
19.	O&M	<i>Operation and Maintenance</i>
20.	MT	<i>Metric Tonne</i>
21.	DG	<i>Diesel Generator</i>
22.	EIC	<i>Engineer-In-Charge</i>
23.	LW	<i>Legacy Waste</i>
24.	CPCB	<i>Central Pollution Control Board</i>
25.	WBPCB	<i>West Bengal Pollution Control Board</i>
26.	CESC/ WBSEDCL	<i>Calcutta Electric Supply Corporation/West Bengal State Electricity Distribution Company Limited</i>
27.	R&R Dept.	<i>Rehabilitation and Resettlement Department</i>
28.	SPV	<i>Special Purpose Vehicle</i>
29.	COD	<i>Commercial Operation Date</i>

30.	NABL	<i>National Accreditation Board for Testing and Calibration Laboratories, Government of India</i>
31.	LUDCP	<i>Land Use and Development Control Plan</i>
32.	WBT&C(P&D)	<i>West Bengal Town And Country(Planning and Development)</i>
33.	KMPA	<i>Kolkata Metropolitan Planning Area</i>
34.	EKWMA	<i>East Kolkata Wetlands Management Authority</i>
35.	LUM&R	<i>Land Use Map and Register</i>



OFFICE OF THE SUPERINTENDING ENGINEER
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URBAN DEVELOPMENT AND MUNICIPAL AFFAIRS DEPARTMENT
GOVERNMENT OF WEST BENGAL

e-RFP No: 05/KMDA/CIVIL/SE(CRS)/E&AM OF 2026-27 Date: 27.08.2026

MEMO NO.: 28/SE/CRS CIRCLE/E&AM SECTOR/KMDA/F-20, Date: 27.08.2026

SECTION – I

ABRIDGED NOTICE INVITING REQUEST FOR PROPOSAL

- 1. Invitation:** The Superintending Engineer, CRS Circle, E&AM Sector, Kolkata Metropolitan Development Authority invites online Request for Proposals in two part system (Part-I Technical Bid and Part-II Financial Bid) from reputed, reliable, resourceful, bonafide, experienced **Consulting firms** having experience in **similar consultancy assignment** for GIS based Mapping and Spatial Planning Experience (e.g. City Development Plan or CDP, Draft Development Plan or DDP, Master Plans, Land use Development and Control Plan or LUDCP etc.) from many Government/Government Undertaking/Autonomous Bodies/Semi-Government/Statutory Bodies and Local Bodies/ Society Registered under Societies Act, within the last 10 (Ten) years from the date of issue of this Request for Proposal.

Name of the Works, EMD and time of completion are mentioned below:

Sl. No.	Name of Work	Estimated Value of the work (Rs.)	Earnest Money Deposit (Rs.)	Time of Completion
1.	Preparation of GIS based maps and Planning Report for area of 120 sqkm (approx) Sonarpur Panchayat Samity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C (P&D) Act, 1979	Rate to be Quoted	2% of the Quoted Amount. Initial Earnest Money deposit shall be ₹1,00,000 and balance of 2% shall have to be deposited on acceptance of bid.	140 days

- 1.1. Intending bidders may download the RfP document from the website <https://www.wbtenders.gov.in> or www.kmdaonline.org from **08.09.2026 from 18:00hours** onwards directly with the help of his/her Digital Signature Certificate and the Earnest Money should be deposited online either by Net Banking (through any Nationalized Bank/Scheduled Bank) or through RTGS/NEFT as per requirement of the system. Further details may be available at the office of the undersigned or from the KMDA website: www.kmda.wb.gov.in.
- 1.2. The RfP is to be submitted in sealed covers (through online, duly digitally signed in the website <https://wbtenders.gov.in>, **before 08.10.2026 up to 13:30 hours** using his/her Digital Signature Certificate (DSC)).

Corrigendum/addendum if any would be published on the website only.

**Superintending Engineer
CRS Circle, E&AM Sector
Kolkata Metropolitan Development Authority**

Copy forwarded for kind information and necessary action to:

1. The Chief Executive Officer, KMDA
2. The Chief Engineer, E&AM Sector, KMDA.
3. The Chief Engineer, SD Sector, KMDA
4. The Chief Engineer SWM Sector, KMDA
5. The Chief Engineer, Water Supply Sector, KMDA
6. The Chief Engineer, Housing Sector, KMDA,
7. The Chief Engineer, R&B Sector, KMDA
8. The Chief Engineer, PM&C Sector, KMDA
9. The Chief Engineer, E-M Sector, KMDA
10. The Director, Statutory Planning Unit, KMDA
11. The Additional Director of Planning & Deputy Director in Charge, LUCP (KMPC), SP Unit, KMDA
12. The Director of Finance, KMDA
13. The Additional Chief Engineer, E&AM Sector, KMDA
14. The Superintending Engineer-in-Charge, Planning Circle, E&AM Sector, KMDA
15. The Superintending Engineer, Construction Circle, E&A Sector, KMDA.
16. The Executive Officer, Rajpur-Sonarpur Municipality
17. The Executive Officer, Baruipur Municipality
18. The P.A. to the Principal Secretary, Urban Development & Municipal Affairs Department, Government of West Bengal.
19. The Accounts Officer, E&AM Sector, KMDA.
20. The Deputy Secretary, P.R.O., KMDA for publication in at least three leading daily News Papers of which at least two should have all India Circulation and uploading this RfP on KMDA website and Government of West Bengal website.
21. The Block Development Officer, SonarpurPanchayatSamity, S. 24 Paraganas
22. The Notice Board, CRS Circle, E&AM Sector, KMDA.

**Superintending Engineer
CRS Circle, E&AM Sector
Kolkata Metropolitan Development Authority**



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e-RFP No: 05/KMDA/CIVIL/SE(CRS)/E&AM OF 2026-27 Date: 27.08.2026

MEMO NO.: 28/SE/CRS CIRCLE/E&AM SECTOR/KMDA/F-20, Date: 27.08.2026

SECTION – II

DETAILED NOTICE INVITING REQUEST FOR PROPOSAL

- 2. Invitation:** The Superintending Engineer, CRS Circle, E&AM Sector, E&AM Sector, Kolkata Metropolitan Development Authority invites online Request for Proposals in two part system (Part-I Technical Bid and Part-II Financial Bid) from reputed, reliable, resourceful, bonafide, experienced **Consulting firms** having experience in **similar consultancy assignment** for GIS based Mapping and Spatial Planning Experience (e.g. City Development Plan or CDP, Draft Development Plan or DDP, Master Plans, Land use Development and Control Plan or LUDCP etc.) from any Government/Government Undertaking/Autonomous Bodies/ Semi-Government/ Statutory Bodies and Local Bodies/ Society Registered under Societies Act, within the last 10 (Ten) years from the date of issue of this Request for Proposal.

Name of the Works, EMD and time of completion are mentioned below:

Sl. No	Name of Work	Estimated Value of the work (Rs.)	Earnest Money Deposit (Rs.)	Time of Completion
1.	Preparation of GIS based maps and Planning Report for area of 120 sqkm (approx) Sonarpur Panchayat Samity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C (P&D) Act, 1979	Rate to be Quoted	2% of the Quoted Amount. Initial Earnest Money deposit shall be ₹1,00,000 and balance of 2% shall have to be deposited on acceptance of bid.	140 days

Intending bidders may download the tender document from <https://wbtenders.gov.in> directly with the help of his/her Digital Signature Certificate and the Earnest Money should be deposited online either by Net Banking (through any Nationalized Bank/Scheduled Bank) or through RTGS/NEFT as per requirement of the system. Further details may be available at the office of the undersigned or from the KMDA website: <http://www.kmda.wb.gov.in>.

2.1. General guidance for e-Tendering:

2.1.1. Instructions for electronic submission of the tenders:

Guidelines for e-submission of the tenders have been detailed for assisting the bidders to participate in e-tendering.

2.1.1.1. Registration of Bidders:

Any bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-Procurement system, through login onto <https://wbtenders.gov.in>. The Bidder is to click on the link (online Bidder Enrolment) for e-tendering site.

2.1.1.2. Digital Signature Certificate (DSC)

Each bidder is required to obtain a Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the Controller of Certifying Authority, Government of India (<http://cca.gov.in>) on payment of requisite amount. The bidder can search the tender and download RfP and other tender documents electronically from computer, once he/she logs onto the website <https://wbtenders.gov.in>. This is the only mode of collection of the tender documents. A prospective Bidder shall be allowed to participate in the job either in the capacity of the individual or as a partner of a firm. If it is found applied several in single job all his applications will be rejected for that job.

2.1.1.3. Site Visit and Verification of Information:

Bidders are advised to submit their respective bids after visiting the sites and ascertaining for themselves the extent of work at site, site condition, location, surroundings, climate, applicable laws, applicable permits and regulations and any other matter considered relevant by them. Further examine the participating areas of the project for the assigned its surrounding and ascertain themselves on all technical and other aspects necessary for preparing their proposal (bid) including carrying out necessary technical surveys, field investigation etc. at its own cost and risk. The applicants shall be deemed to have full knowledge of the site condition upon submitting the proposal in response to this RfP. The bidders shall be responsible for all of the cost associated with the preparation of their bids and participation in the bidding process. KMDA will not be responsible or in any way liable for such cost, regardless of the conduct or outcome of the bidding process.

Necessary assistance in liaisoning with Municipality and PanchayetSamities shall be provided by the department. The consultant shall visit the site to understand the critical issues.

2.1.1.4. Submission of Tender/Proposal:

- (a) Pre-qualification/Technical Bid and Financial Bid both will have to be submitted online concurrently duly digitally signed in the website <https://wbtenders.gov.in>, before the prescribed date and time using his/her Digital Signature Certificate (DSC). Virus scanned and duly digitally signed copies of the documents are to be uploaded. The documents will get encrypted (transformed into non readable formats).
- (b) Financial Bid of the prospective tenderer will be opened only if the tenderer qualifies in the Technical Bid. The decision of the Tender Inviting Authority (TIA) will be final and in no case challenge against such decision will be entertained.

2.1.2. In the event of e-filling, intending bidders may download the tender documents from the website: <https://wbtenders.gov.in> directly. Necessary earnest money should be paid in the form of Net Banking or RTGS/ NEFT from the e-Procurement portal of the Government of West Bengal - <https://wbtenders.gov.in>.

2.1.3. Tender documents may be downloaded from website and submission of the bid should be done strictly as per the stated time schedule.

2.1.4. The ‘**Consultancy Tender Evaluation Committee**’, under KMDA will examine both the Technical and Financial Bid to conduct an evaluation based on Combined Quality cum Cost Based System (CQCCBS) of selection process. The decision of the ‘Project Evaluation cum Technical Committee’ will be final and absolute in this respect.

2.1.5. Small Scale Industrial units, participating in the tender shall have to deposit Earnest Money and if selected, Performance Security/Security Deposit as usual, as per **Memo. No. 4245-F(Y) dated 28.05.2013** of the Finance Department, Government of West Bengal.

2.2.1. List of common documents shall have to be uploaded by each tenderer at the time of submission of Tender through online:-

- 1) Income Tax Return (For last 3yrs).
- 2) Audit Balance Sheet (For last 3yrs).
- 3) Valid PAN issued by the IT Dept., Govt. of India.
- 4) Latest Professional Tax Paid Challan and P-TAX Enrolment Certificate.
- 5) Valid 15 digit Goods and Services Tax payer Identification Number (GSTIN) under GST Act, 2017 along with GST return for the last Quarters/months before submitting bid.
- 6) Latest Valid Registration certificate or Trade License (whichever is fitted with the work).
- 7) Scanned Copy of one affidavit before notary shall have to be submitted mentioning the correctness of the documents and a declaration of a penalty/ debarment etc. faced by him under any Government/Semi Government/Autonomous Body /Institution through online at desired location.
- 8) Employees PF and ESI certificates with latest challan.
- 9) The average annual Turnover certificate issued by the auditor.
- 10) Scan copy of all declaration duly signed as per appendix and forms
- 11) Bank solvency certificate.
- 12) Technical Credential- Work Order, Completion Certificate (or 80% and above completion certificate), terms of contract and BOQ (if required) of the same work complying as per e-RFP.
- 13) Copy of EMD details.

2.2.2. List of documents shall have to upload by a Partnership Firm in addition to Sl. No. 2.2.1

- 1) The power of Attorney for the firm for signing the tender by a partner.
- 2) Partnership Deed.

The bidder must have to be submitted Scanned Copy of **these documents** duly digitally signed at desired location in the website: <https://wbttenders.gov.in>.

2.2.3 The 'Consultancy Tender Evaluation Committee', under KMDA will examine both the Technical and Financial Bid to conduct an evaluation based on Combined Quality cum Cost Based System (CQCCBS) of selection process. The decision of the 'Project Evaluation cum Technical Committee' will be final and absolute in this respect.

2.2.4 Small Scale Industrial units, participating in the tender shall have to deposit Earnest Money and if selected, Performance Security/Security Deposit as usual, as per **Memo. No. 4245-F(Y) dated 28.05.2013** of the Finance Department, Government of West Bengal.

2.3. Time schedule and important information for downloading, uploading and opening of the Tender Documents:

No.	Item	Detailed time schedule
a)	Project Name	Preparation of GIS based maps and Planning Report for area of 120sqkm (approx) Sonarpur Panchayat Samity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C(P&D) Act, 1979
b)	Nodal Officer	Additional Director of Planning & Deputy Director in Charge, LUCP (KMPC), SP Unit, KMDA Unnayan Bhavan, Block- A, 4 th Floor, Salt Lake City, Kolkata –

No.	Item	Detailed time schedule
		700 091.
c)	Earnest Money Deposit (EMD)	2% of the total project value. Initial EMD as per schedule to be deposited online either by Net Banking (through any Nationalised Bank/Scheduled Bank) or through RTGS/NEFT as per requirement of the portal- https://wbtenders.gov.in. In addition, the successful bidder has to submit the additional Earnest Money Deposit, i.e., balance of 2% of the Quoted/Project Value, only through submitting Demand Draft in favour of KMDA, payable at Kolkata, which will be converted to initial Security Deposit.
d)	Date & time of uploading (publishing) of e-RfP and other documents (online)	: 08.09.2026 at 18:00 hours
e)	Documents download starting date (Online)	: 08.09.2026 from 18:00 hours
f)	Last date for bidders/contractors/agencies to submit Supplementary Questions/Queries:	20.09.2026 up to 16:00 hours Address for submission of queries: Given in tabular form elsewhere in this document. Note: All queries are needed to be submitted as per the format mentioned in Appendix- 8 of this RfP through electronic-mail only in soft copy to the email addresses: secrskmda@gmail.com clearly super scribing the name of the project at the subject line.
g)	Pre-bid meeting	21.09.2026 at 12:00 hours Office: 3rd Floor Conference Room at Unnayan Bhavan, Block- A, Salt Lake City, Kolkata – 700 091.
h)	Issue of response (if any)	: 24.09.2026 [visit Govt. website: https://wbtenders.gov.in]
i)	Starting date & time for submission of tender through online	: 08.09.2026 from 18:00 hours
j)	Last date & time limit for submission of tender through online	: 08.10.2026 up-to 13:30 hours
k)	Scheduled date & time for opening the Part-I tender document (Technical Bid)	: 12.10.2026 on 14:00 hours
l)	Presentation Date for only those bidders who have submitted their bid	: To be notified later through e-mail and/or in https://wbtenders.gov.in
m)	Date of uploading the List of technically qualified bidders (Online)	: To be notified later in https://wbtenders.gov.in
n)	Scheduled date & time for opening Part-II tender document (Financial Bid)	: To be notified later in https://wbtenders.gov.in
No financial information should be uploaded to the folder marked for technical bid.		

Tenders will be opened by the **Superintending Engineer, CRSCircle, E&AM Sector, Kolkata Metropolitan Development Authority** or his authorized representative in presence of the tenderer or their authorized representatives who may like to be present.

**Superintending Engineer,
CRS Circle,E&AM Sector,
Kolkata Metropolitan Development Authority**

MEMO NO.: 28/(1/22)/SE/CRS CIRCLE/E&AM SECTOR/KMDA/F-20, Date: 27.08.2026

Copy forwarded for kind information and necessary action to:

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3. The Chief Engineer, SD Sector, KMDA
4. The Chief Engineer SWM Sector, KMDA
5. The Chief Engineer, Water Supply Sector, KMDA
6. The Chief Engineer, Housing Sector, KMDA,
7. The Chief Engineer, R&B Sector, KMDA
8. The Chief Engineer, PM&C Sector, KMDA
9. The Chief Engineer, E-M Sector, KMDA
10. The Director, Statutory Planning Unit, KMDA .
11. The Additional Director of Planning & Deputy Director in Charge, LUCP (KMPC), SP Unit, KMDA
12. The Director of Finance, KMDA
13. The Additional Chief Engineer, E&AM Sector, KMDA
14. The Superintending Engineer-in-Charge, Planning Circle, E&AM Sector, KMDA
15. The Superintending Engineer, Construction Circle, E&A Sector, KMDA.
16. The Executive Officer, Rajpur-Sonarpur Municipality
17. The Executive Officer, Baruipur Municipality
18. The P.A. to the Principal Secretary, Urban Development & Municipal Affairs Department, Government of West Bengal.
19. The Accounts Officer, E&AM Sector, KMDA.
20. The Deputy Secretary, P.R.O., KMDA for publication in at least three leading daily News Papers of which at least two should have all India Circulation and uploading this RfP on KMDA website and Government of West Bengal website.
21. The Block Development Officer, SonarpurPanchayatSamity, S. 24 Paraganas
22. The Notice Board, CRS Circle, E&AM Sector, KMDA.

**Superintending Engineer,
CRS Circle,E&AM Sector,
Kolkata Metropolitan Development Authority**

SECTION-III

3.1. Instructions to Bidders, General Guidelines for e- Tendering

3.1.1. General

Kolkata Metropolitan Planning Area (KMPA) consists of Kolkata Urban District (Kolkata City) and the parts of 5 Districts, i.e. Howrah, Hooghly, Nadia, North 24 Parganas and South 24 Parganas - extending over an area approximately 1888 sq.km. River Hooghly divides entire KMPA into two broad areas lying on the eastern and western banks of the river. In context of the present project, areas under consideration, Kolkata and parts of South 24 Parganas, North 24 Parganas and Nadia Districts falls on the eastern bank of River Hooghly and parts of Hooghly District falls at the western bank of River Hooghly.

At the east bank of River Hooghly within KMPA, (1) Kolkata District consists of 01 Municipal Corporation (Kolkata); (2) South 24 Parganas District consists of 05 Municipalities and parts of 06 Panchayat Samities; (3) North 24 Parganas District consists 01 Municipal Corporation (Bidhannagar), 18 Municipalities and parts of 04 Panchayat Samities and (4) Nadia District has 03 Municipalities and parts of 02 Panchayat Samities. At the west bank of River Hooghly within KMPA, Hooghly District has one Municipal Corporation (Chandannagar), 10 Municipalities and parts of 6 Panchayat Samities, and Howrah District consists of 1 Municipal corporation (Howrah), and 2 Municipalities, and parts of 5 Panchayat Samities.

The present assignment deals with the **Preparation of GIS based maps and Planning Report for area of 120sqkm (approx) Sonarpur Panchayat Samity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C(P&D) Act, 1979.**

3.1.2 The South 24 Parganas District:

South 24 Parganas is a district of West Bengal, headquartered in Alipore, with its Zilla Parishad in Baruipur. The District is geographically situated between 21°29'00" to 22°33'45" North latitude and 88°03'45" to 89°04'50" East longitude.

The District consists of 5 subdivisions - Alipur Sadar, Baruipur, Canning, Diamond Harbour, Kakdwip, which collectively manage 29 Panchayat Samities, and 7 municipalities. According to the 2011 census South 24 Parganas district has a population of 8,161,961.

Rice, vegetables (such as the famous Baruipur guava), and betel nut cultivation are primary in the rural zones. In the riverine and Sundarban blocks, fishing and brackish-water shrimp farming (pisciculture) are major sources of livelihood. The urbanized regions of the District—such as Maheshtala, Budge Budge, and Sonarpur—are heavily industrialized, featuring prominent oil refineries, the Calcutta Leather Complex in Bantala, and the Falta Special Economic Zone (SEZ). The district is a major hub for over 45,000 MSMEs, driving local employment in food processing, zari embroidery, silver filigree, and textile manufacturing. 'East Kolkata Wetlands', an eco-sensitive area maintained under East Kolkata Wetlands Management Authority (EKWMA), is located adjacent to this region.

The present assignment deals with preparing LUDCP of parts of Sonarpur Panchayat Samity present within the jurisdiction of KMPA; this includes Gram Panchayats of Bonhughli – I & II, Kalikapur –I & II, Kamerabad, Kheadaha –I & II, Langalberia, Poleghat, Pratapnagar, and Sonarpur-II. approximately amounting to an area of 120 sq.km and a population of 2.15 lakhs. The details of area and population of the above mentioned Mouzas and Gram Panchayats is provided in Table I (Gram Panchayat wise) and Annexure I (mouza wise detailed).

Sonarpur Panchayat Samity within KMPA and lies south of Kolkata Urban District and Rajpur Sonarpur Municipality. The Rajpur-Sonarpur Municipality roughly divides the Panchayat samity area into two parts. Further down south, is also intercepted by the Baruipur Municipality. Thus the Sonarpur Panchayat Samity surrounds the Baruipur Municipality on all sides. Sonarpur Panchayat Samity forms a part of south eastern boundary of present Kolkata Metropolitan Planning Area. Within KMA it is bounded by Taaradaha Kapasati Mouza of Bhangar-I Panchayat Samity [Taaradaha Kapasati Mouza is a part of East Kolkata Wetlands Management Authority (EKWMA)] in the east, Kolkata Urban District in the North and Parts of South 24 Parganas that are out of KMPA.

SonarpurPanchayatSamity may accessed through Bidyadharpur Railway Station, located within the area, and can also be reached from Sonarpur, Kalikapur, and Champahati Railway stations. Important roads connecting SonarpurPanchayatSamity to the broader KMA region and the rest of West Bengal include Garia Main Road and the E.M. Bypass, which run in a north–south direction but predominantly pass through Sonarpur Municipality and Baruipur Panchayat Samity. In the east–west direction, Chakraberia Road provides direct connectivity within the Panchayat Samity.

3.1.3 Project Snapshot

Sl. no.	Particulars	Details
(i)	Name of the Work:	Preparation of GIS based maps and Planning Report for area of 120sqkm (approx) SonarpurPanchayatSamity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C(P&D) Act, 1979.
(ii)	Location of the Work:	Parts of SonarpurPanchayatSamitywithin KMPA, West Bengal, India
(iii)	EMD:	2% of the Quoted rate. Initial Deposit shall be ₹ 1,00,000alongwith bid document and balance of 2% of the quoted/project value shall have to be deposited to the department in the form of bank draft on acceptance.
(iv)	SD:	Security deposit at the rate of 10% shall be deducted from each running account bill. 2% EMD shall be adjusted with security deposit.
(v)	Rate to be Quoted:	The bidder shall quote the lump sum rate inclusive of GST and other statutory taxes as applicable by government Norms.
(vi)	Method:	Combined Quality cum Cost Based System (CQCCBS) methodof selection as per memo no. 8385 – F(Y) dated 22.11.2013 of Finance Department, Government of West Bengal.
(vii)	Technical Score: Financial Score:	70:30
(viii)	RFP Validity Period:	180 days
(ix)	Period of completion:	140 days
(x)	Limitation for submission of proposal(s):	The Entities/Bidders may submit only one Proposal as a sole bidder.
(xi)	Joint Venture/ Consortium:	Joint Venture/Consortium shall be subject to the following terms and conditions: •Joint Venture /Consortium of a maximum of two (2) partners shall be allowed to participate. Evaluation Criteria for Assessment of Relevant Experience shall be on cumulative basis – of all partners. •Each partner of the Consortium/Joint Venture shall possess a minimum of 25% of the required minimum credentials in terms of experience in technical consultancy. •The JV Agreement shall be in the name of the Lead member (/any name) JV. Minimum equity stake/voting rights of the lead member and of consortium/JV member of the JV shall not be less than 51% and 10%, respectively. The lead partner shall have both minimum of 50% of technical credibility and 50% of financial capability, as mentioned in the tender as per order of the Finance Department, Government of West Bengal. The other partner must have minimum of 25% of technical credential and 25% of financial credential as required in tender, but the JV as a whole shall have the required credibility, both technical and financial, cumulatively/collectively, as per tender.

Sl. no.	Particulars	Details
		•All partners of the Consortium/Joint Venture shall be jointly and severally responsible for the successful completion of the assignment. •Cumulative turnover of the Consortium/Joint Venture shall be considered for evaluation of the RFP bids. Lead member should have minimum average turnover of Rs.2.5 crores, and other partners shall have minimum average turnover Rs.1.25crores, and cumulative minimum average turnover of joint venture/ consortium shall be Rs.5.0 crores. Average annual turnover means average turnover of immediate past consecutive 3 years •Minimum Net-worth for all partners of the Consortium/Joint Venture shall be positive. •Payments shall be made in the name of the Consortium/Joint Venture only, and not in the name of any individual partner or lead partner. Accordingly, the successful bidder shall be required to open a bank account and obtain a PAN card in the name of the Consortium/Joint Venture on receipt of LOI/WO.
(xii)	Tendering Process:	The current tendering process will be done based on two- fold system. (i) Technical Evaluation- 1stfold (ii) Technical and Financial Evaluation of technically eligible bidders - 2ndfold through QCCBS However, prior to technical evaluation, all the relevant criteria and documents as mentioned in SECTIONV of Bid Eligible Criteria and Bid Evaluation Criteria should be checked. Submission of insufficient documents of any bidder should not be entertained and should be rejected prior to Technical Evaluation and that should be treated as ineligible bidder (s) due to insufficient documents.
(xiii)	Minimum Eligibility Criteria, Highlights:	• <u>TECHNICAL:</u> • Having experience similar consultancy assignment for GIS based Mapping and Spatial Planning Experience (e.g. City Development Plan or CDP, Draft Development Plan or DDP, Master Plans, Land use Development and Control Plan or LUDCP etc.) having total area of equals to or above48 Sq. KM within the last 10 (Ten) years. • Only those entity/ bidders should apply who have completed similar project (s) as per the project title in this RFP not more than 10(Ten)years from the date of floating of this RFP. • Those entity/bidders may also apply who have completed 80% and above of similar nature of ongoing project(s) in not more than 10(Ten) yearsfrom the date of floating of this RFP. The ongoing consultancy assignment should be the preparation of GIS based Mapping and Spatial Planning Experience (e.g. City Development Plan or CDP, Draft Development Plan or DDP, Master Plans, Land use Development and Control Plan or LUDCP etc.) having total areaequals to or above 48 Sq. KM. • In case of running work only those tenderers who will submit the certificate of satisfactory of running work from the concerned Authority. In the required certificate it should be clearly stated that the work is in progress satisfactory and also that no penal action has been initiated against the executing agency, i.e. tenderer. • Those entity/bidders may also apply who have completed two (02) number similar nature of work in not more than 10 (Ten) years from the date of floating of this RFP, each work having total area of 36 Sq. KM or above. • Minimum qualifying marks is 70 (Seventy) in technical evaluation. • In case of The Joint Venture/ Consortium serial (xi) of this table should be satisfied. • The joint venture/ Consortium shall possess the experience of similar consultancy assignment for GIS based Mapping and Spatial Planning Experience

Sl. no.	Particulars	Details
		– jointly. Either of the members may possess GIS based Mapping and/or Spatial Planning Experience. <u>FINANCIAL:</u> - Only those entity/bidders should apply whose audited annual average turnover (of last 3 years) is not less than Rs. 5.0 Crore (Rupees Five Crore) can participate in this bid process. Bank Solvency Certificate: Minimum value Rs.40 lacs(Rupees Forty Lacs) or above and date of which shall not be more than 6 (six) months before the publication date of the e-RFP. - Bidder should have positive net worth to participate in this tender. - In case of The Joint Venture/ Consortium serial (xi) of this table should be satisfied
(xiv)	Acceptance of Bid:	- Tender Inviting Authority reserves the right to accept or reject any or all bid Proposal(s) or tendering process without assigning any reason thereto. - Since this is an e-tendering process, all the required documents are to be submitted/published through online only. Tender Inviting Authority shall not entertain any other mode of submission (post/courier/fax/email etc.) of RFP other than e-tender mode.
(xv)	Intimation:	- The qualified Bidders will be notified through letter issued by the TIA on acceptance of their Bid by the Tender Inviting Authority. Bidder should collect these from the office of the TIA. After receiving it, bidder should submit his letter of consent to do the work at the time frame bound by TIA as per norms. - If at any time during the evaluation process, Tender Inviting Authority requires any clarification, they reserve the right to request such information from any or all the agencies and the agencies will be obliged to provide the same within a reasonable timeframe. - The technically qualified Bidders submitting a Proposal(s) may be called for a Power Point Presentation on a day that will be communicated through e-mail, before the Consultancy Tender Evaluation Committee Members or respective officers under the supervision of the higher authorities. - Tender Inviting Authority reserves the right to change day, date, venue, or needful mode of communication with respect to the circumstances giving further notice, if required. - Misrepresentation/improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is a Joint Venture, then the entire Joint Venture may be disqualified / rejected.
(xvi)	Evaluation Process:	<u>Opening of RfP</u> - RFP will be opened by Tender Inviting Authority electronically from the website using Digital Signature Certificate. - Cover (folder) of statutory documents shall be opened first and if found in order, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected. - Scrutiny of RFP, evaluation of the same and recommendation thereafter will be made in KMDA. - Pursuant to scrutiny, evaluation of the same and decision of the Tender Inviting Authority for the summary list of Technically Eligible Bidders will be uploaded in the e -tender website. - During the process of evaluation (only applicable for Technically eligible bidders), the Consultancy Tender Evaluation Committee may call the bidders and seek clarification/information or additional documents or original hard copy of any of the documents already submitted online and if these are not produced within the stipulated time frame, their Proposal(s) will be liable for rejection. - Any document has been found to be incomplete in content or attachments or authenticity, shall not be considered for the purpose of qualification.

Sl. no.	Particulars	Details
(xvii)	Name, Address and Contact Details of the TIA in KMDA:	MOUMITA SINGH Superintending Engineer, CRS Circle, E&AM Sector, Kolkata Metropolitan Development Authority (Mob. No.: (+91/0) 7980899981) e-mail: secrskmda@gmail.com

Note:

- Any Corrigendum if required will only be uploaded in West Bengal Government's e-tender website by the Tender Inviting Authority.
- Tenders will be opened by the Tender Inviting Authority or his authorized representative only.

3.1.4 Instruction to Bidder:

- The Proposal(s) submitting technical consultant scoring the minimum qualifying marks of **70 (Seventy)**, as mentioned in the **Section V** of Bidder's Evaluation Criteria in this RFP shall only be considered for further evaluation, who will be identified as "Technically Eligible Bidders". Under two -fold system, the financial Proposal(s) of such "Technically Eligible Bidders" selected from this process shall be opened and evaluated. Thus, Proposal(s) will finally be ranked according to their combined technical and financial scores and the bidder will be announced as "Selected Eligible Bidder".
- Bidder must submit :
 - Income Tax Return (For last 3yrs).
 - Audit Balance Sheet (For last 3yrs).
 - Valid PAN issued by the IT Dept., Govt. of India.
 - Latest Professional Tax Paid Challan and P-TAX Enrolment Certificate.
 - Valid 15 digit Goods and Services Tax payer Identification Number (GSTIN) under GST Act, 2017 along with GST return for the last Quarters/months before submitting bid.
 - Latest Valid Registration certificate or Trade License (whichever is fitted with the work).
 - Scanned Copy of one affidavit before notary shall have to be submitted mentioning the correctness of the documents and a declaration of a penalty/ debarment etc. faced by him under any Government/Semi Government/Autonomous Body /Institution through online at desired location.
 - Employees PF and ESI certificates with latest challan.
 - The average annual Turnover certificate issued by the auditor.
 - Scan copy of all declarations as per annexure.
 - Bank solvency certificate.
 - Technical Credential- Work Order, Completion Certificate (or 80% and above completion certificate), terms of contract and BOQ (if required) of the same work complying as per e-RFP.
 - Copy of EMD details.
 - Net Worth Certificate etc.
- The bidder should be a single entity or may be a partnership firm.
- The entity/bidder should remain in consultancy business for the last **5 (Five)** years as on date of publishing of this RFP.
- Only those entity/bidders should apply whose audited average turnover (certificate from auditor must be enclosed) is **not less than ₹5.0 Crore (Rupees Five Crore)** nominally can participate in this bid process (refer to Minimum Eligibility Criteria for further details).
- Relevant Work Completion Certificates (or 80% and above completion certificate) and Work Order along with payment certificate issued by competent authority.
- Partnership Firm should submit necessary Deed at desired location through online.
- A firm that is under a declaration of ineligibility by the Central/State Government, in accordance with ITC Clause 2, at the date of the deadline for bid submission or thereafter, shall be disqualified.
- Costs of preparing the Proposal(s) and of negotiating the contract, including visit to the Site/ Client etc., are not reimbursable as a direct cost of the assignment.

- j) Consultants shall not be eligible to tender for consultancy if any of his/ her near relatives are working in the cadre of an Assistant Engineer or any Planning Official and above in the Engineering Section, Planning Directorate, KMDA or a Senior Assistant and above in the Accounts/Audit/Administrative sections.

Near relatives include:

1. Sons, step-sons, daughters, step-daughters,
 2. Sons-in-law and daughters-in-law,
 3. Brothers-in-law and sisters-in-law,
 4. Brothers and Sisters,
 5. Father and mother,
 6. Wife / Husband,
 7. Father-in-law and mother -in-law,
 8. Nephews, nieces, uncles, aunts,
 9. Cousins and in addition and
 10. Any person residing with the contractor, whether related or not.
- k) Even if the Consultant meets all the eligibility and qualification criteria, his Tender shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements or if he has a record of performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has participated in previous Tendering for the works under KMDA and had quoted unreasonably high Tender price/premium. In addition to the above, even while executing the work, if it is found that he produced false / fake certificates in his tender, he will be blacklisted.
- l) Original Certificates: Originals of the certificates shall be produced as and when required to verify the copies of statements and other information furnished along with Tender. Failure to produce original documents in time will lead to disqualification.
- m) Tender Inviting Authority is not bound to accept any of the Proposal (s) submitted and reserve the right to reject any or all Proposal(s) without assigning any reasons.

3.2. SITE VISIT:

The Consultant is advised to visit and examine the entire area and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the tender and quoting rates. The costs of any such visit shall be entirely at the consultant's own expense.

3.3. CLARIFICATION OF TENDER DOCUMENTS:

Consultants shall carefully examine the Tender Documents and fully inform themselves as to all the conditions and matters, which may in any way affect the work or the cost thereof. Should a consultant find any discrepancy in or omission from the specification or any other of the Tender Documents or should he be in doubt as to their meaning, he should immediately address a query in writing or by fax to the authority.

3.4. AMENDMENT OF TENDER DOCUMENTS:

At any time prior to the dead line for submission of tenders, the TIA may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Consultants, modify the tender documents by issuing an Addendum. Such addenda will be kept in website <https://wbtenders.gov.in/> and <http://www.kmda.wb.gov.in> for downloads and will be binding upon them. In order to afford prospective Consultants reasonable time to take such addenda into account in preparing their tenders. The TIA at his discretion, will extend the dead line for the submission of tenders.

SECTION-IV

TERMS OF REFERENCE (TOR)

4. General:

Kolkata Metropolitan Planning Area (KMPA) consists of Kolkata Urban District (Kolkata City) and the parts of 5 Districts, i.e. Howrah, Hooghly, Nadia, North 24 Parganas and South 24 Parganas - extending over an area approximately 1888 sq.km. River Hooghly divides entire KMPA into two broad areas lying on the eastern and western banks of the river. In context of the present project, areas under consideration, Kolkata and parts of South 24 Parganas, North 24 Parganas and Nadia Districts falls on the eastern bank of River Hooghly and parts of Hooghly District falls at the western bank of River Hooghly.

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4.1 The South 24 Parganas District:

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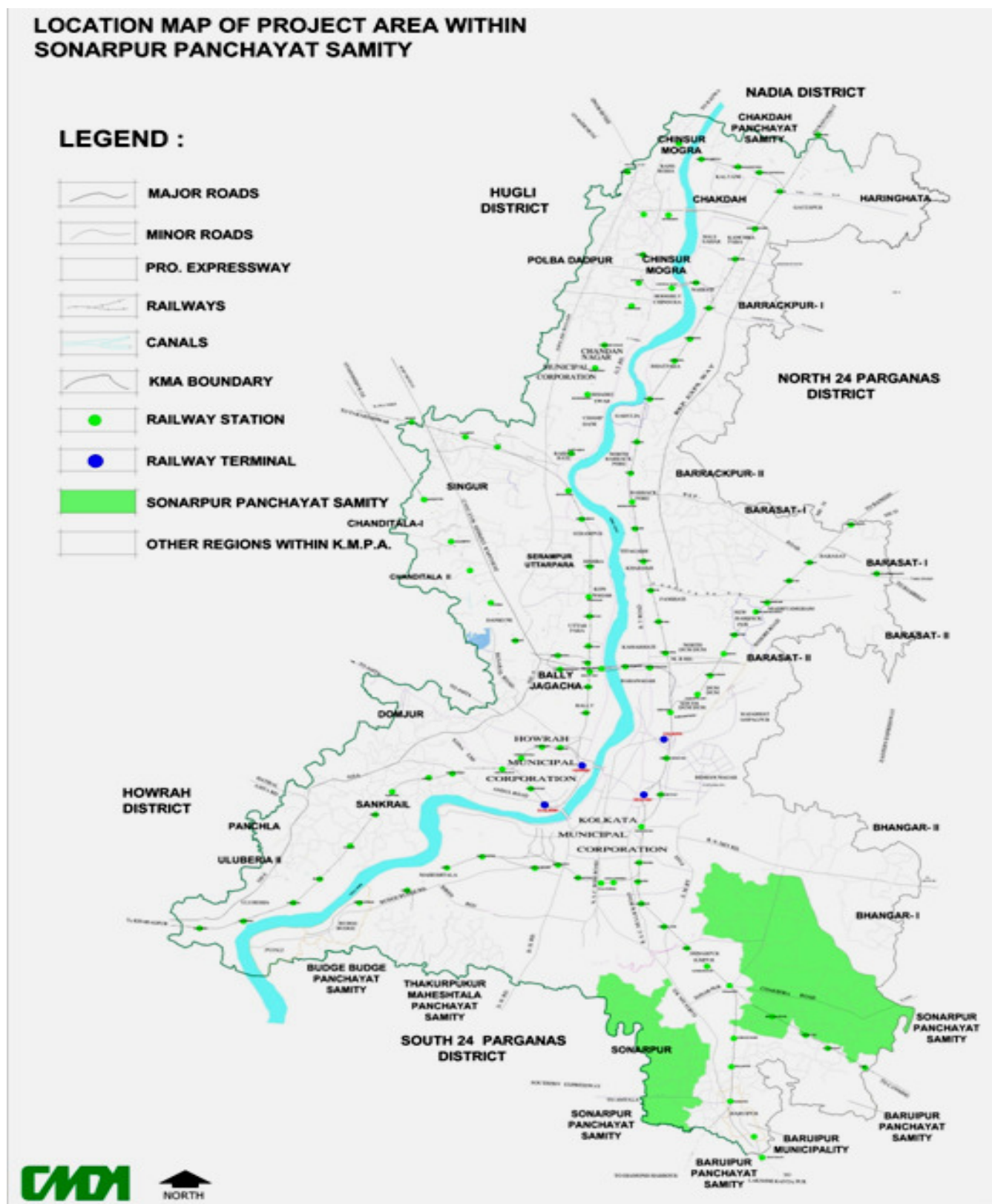
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Sonarpur Panchayat Samity to the broader KMA region and the rest of West Bengal include Garia Main Road and the E.M. Bypass, which run in a north-south direction but predominantly pass through Sonarpur Municipality and Baruipur Panchayat Samity. In the east-west direction, Chakraberia Road provides direct connectivity within the Panchayat Samity.

Location Map showing the Project Area



4.2 About the Project Area

District i.e. within the Jurisdiction of KMPA [for Details See Annexure 1]:

- SonarpurPanchayatSamity within South 24 ParganasDistrict

The following table (Table-I) provides a brief overview of area and population of different constituents of SonarpurPanchayatSamity that is within the Jurisdiction of KMPA.

4.3 Brief overview

Table-I

District	Name of Panchayat Samity	Constituent Gram Panchayat	Area (SQ.KM)	Population
South 24 Parganas	SonarpurPanchayatSamity	Bonhughli - I	4.64	13199
		Bonhughli - II	8.06	24305
		Kalikapur -I	9.50	15225
		Kalikapur -II	9.62	15130
		Kamerabad	12.06	22875
		Kheadaha -I	21.79	18568
		Kheadaha -II	14.57	32186
		Langalberia	11.58	13060
		Poleghat	6.64	11149
		Pratapnagar	13.41	17870
		Sonarpur -II	7.72	28995
Total			119.59	2,12,562

4.4 Objectives:

The main objectives of the present work are:

- To prepare GIS based maps, i.e. Base Map, Infrastructure and Utility Map, and Land Use Map, and relevant theme maps,
- To create Data Bank through Physical, Transportation, and Socio-economic Survey and Secondary data survey.
- To prepare sustainable environment friendlyDraft Land Use Development and Control Plan analysing the data and maps.
- To facilitate the Authority with regards to publication/modification of LUDCP u/s 35, 36, 37 of the said Act.
- To facilitate finalization of Land Use and Development Control Plans of the said areas u/s 31 of the West Bengal Town and Country (Planning and Development) Act, 1979.

4.5 Description of the Assignment: Scope of Work

The assignment has four major components with 11 tasks. They are as following:

4.5.1 Component 1: Preparation of Base Map in GIS platform and Database by Physical Survey

The base map should be prepared from Cadastral maps / sheets overlaid on Satellite Imagery and digitized.

Task 1:

Agency shall collect (1) Scanned images/ Hard copies of all mouzas (RS/LR sheets) of the project area from the BLRO/ DLRO offices of the respective areas; (2) Municipal area maps/ Panchayat area maps from concerned offices; and (3) Hard Copy of Land Use Map of notified LUM&R of the concerned area from Statutory Planning Unit, KMDA; (4) Satellite Image shall be provided by the Authority. Otherwise, agency shall use reliable satellite image source (matching with Google Earth map).

Task 2:

Scanning of all hard copy maps collected during Task 1 shall be overlaid on the Satellite Imagery/ Google Earth Map, and Geo-referencing & Ortho-rectification along with DGPS survey shall be done on real site (at least 2 points per sq.km) so that features of maps correspond on the satellite image.

Task 3:

Prepare Base map through Digitization of the geo-referenced (and ortho-rectified) overlaid maps and Insertion of the following attributes in GIS format along with the attributes table of the GIS maps in different layers - e.g. RS/LR Plot along with Plot numbers and any other features appearing in the mouza sheets, name of the mouza along with abutting Mouzas, Administrative boundaries with names, all physical and social infrastructure/features (point, line & polygon features) including transport network, water bodies, canals/rivers, properties of government agencies, etc. along with natural boundaries and land marks. For Indicative Lists of necessary Details and Attributes and features refer Annexure II, Annexure III-A and Annexure III-B. Geo-tagging of certain features shall be done as per necessity. Apart from that, 'Land Use as per notified LUM&R' shall be digitized on the geo-referenced base map in a separate layer.

In the final output for the GIS file there should not be any sliver polygon, no overshoots or undershoots and null classes. The geographical co-ordinates and projection system of the final map should be on WGS 84 and UTM.

Agency shall prepare Maps of Infrastructure, Facilities and utilities collecting information from the secondary source - added with physical verification on ground and Geo-referencing (along with ortho-rectification) on the digitized map. Wherever secondary data is not available/reliable, agency shall accomplish the task through Total station survey.

Agency shall prepare a contour map of the area with the data from high accuracy Global DEM - showing the contour gradient at regional level - on the base map prepared. For this purpose map of the Project area along with an additional 50% area all around, must be prepared. Agency shall be required to mark the areas of 24 hour water logging verifying the same from the Local Bodies and residents.

Task 4:

Preparation of Data Bank (in prescribed format of the Authority) of Infrastructure and facilities such as Roads, Bridges, Drains, Electric Supply line, H.T. Line, H.T. Towers, Pump House, Water reservoirs, Schools, Colleges, Hospitals, Health centres, Clubs, Office buildings, Industries, Commercial establishments/ Bazar/ market/ Haat, Slums, Crematorium, Burning Ghats, Burial Ground, Brick Fields, Parks and Play Grounds, Religious Structure, Heritage premises and structures, etc from map and database created during Task 3.

The above mentioned database shall have to be vetted by the concerned ULBs/ PanchayatSamities and relevant line departments of Government.

KMDA shall facilitate to get necessary data, maps and information (secondary information) from various stakeholders - Panchayat and other line departments. Bidder shall have to collect and get the things done. These data/ maps/information shall required to be vetted and signed documents from those stakeholders.

Checking and Vetting of primary survey data and reports shall be done by KMDA and the committee constituted for the purpose.

This shall also include creation of database collecting maps and information from different government sources - of the following:

1. Existing inter and intra city/town transportation network including railways, roads, airports, canals and an overview of the Regional Linkage Scenario.
2. Alignment and buffer zone of proposed Industrial and Economic corridor and its details.
3. List of major and minor industries - mentioning their category (in terms of pollution potential - Exempted, White, Green, Orange and Red categories in compliance with the order of West Bengal Pollution Control Board) and Addresses (in terms of premises, road name, locality, Panchayatsamity, police station, post office)
4. List and details of major leading and lagging economic sectors identifying the issues
5. Present contour map with drainage layout and outfall, flood zones, natural/manmade water bodies etc.
6. Existing amenities, services and utilities, systems of water-supply including improvement of lake, rivers, fountains and enhancement of rainwater harvesting and ground water recharge.
7. Generation and distribution of electric power and distribution of gas.
8. Present solid waste dumping areas, collection and compacting and processing units
9. Identification of areas or zones for catchment, soil conservation, plantation, unsafe for any construction, subsistence for any reason including control of natural disaster.
10. Details of Coastal Regulation Zone and River Front Regulation Zone if applicable.
11. Any other as may be required for preparation of LUDCP

Note:

- The agency shall improve GIS based maps prepared in Task 3 and database by collecting and consulting maps and information regarding the existing situation from Panchayets and other stakeholders including Department of Industry, Commerce & Enterprises, Irrigation and Waterways, Environment, Transport, Land and Land Reforms, Disaster management, Planning and Statistics, etc.
- Cost for collecting the same as may be required shall have to be borne by the agency.
- However, any data/maps available with KMDA (if any) shall be provided to the agency.
- The modifications as may be required in both the vector and the raster formats of the Base Maps (prepared as Task 2 and Task 3) need to be revised by incorporating the modifications in Autocad as well as in Geo-referenced GIS formats.

4.5.2 Component 2: Preparation of Land Cover and Land Use Map

Task 5:

Preparation of Land cover Map (interpreting from the satellite image) showing built-up areas, and un-built areas (such as agriculture, vegetation, water bodies, etc.) on the base map (of Task 3) and thereafter signature verification from real site.

This shall also include identification of building footprint.

Task 6:

Preparation of Land Use Map from Land Cover Map on digitised base map over each part or parcel of land (plot/dag no.) showing land use up to Sub-Class II (specifying Attributes - in Annexure II), Colour & Alphabet Code of URDPFI or as directed by the Authority in both Autocad and GIS formats in proper layers.

- Verification on site (for the Land Use Map prepared) and Ground-truthing will be required using DGPS (supported by Total Station Survey in dense built up and urbanized areas and as per necessity).

- In case of a plot of land having more than one land use it needs to be clearly demarcated.
- If any deviation is found in the existing land use from the satellite Image then appropriate geo-tagged photos needs to be taken of the existing building/ construction/ development.
- Vested Land as per the ROR details (to be provided by the Authority) is to be verified and marked in map.
- Final land use map/ data has to be verified/ corroborated with the Land Records data of each plot/dag nos. obtained from the Concerned Department.

Final Land use classification will be as per Annexure II. However, this shall be done under close supervision of the Planning Directorate in KMDA. Information of Land Use Classification, along with the attributes of Infrastructure, facilities and amenities to be put in map and report as per Annexure II, and Annexure III-A & III-B.

The modifications as may be required in both the vector and the raster formats of the Base Maps (prepared as Task 2 and Task 3) need to be revised by incorporating the modifications in Autocad as well as in Geo-referenced GIS formats.

4.5.3 Component 3: Database Creation through Socio-economic Survey and Traffic & Transportation Survey

Task 7: Socio Economic Survey:

Socio-economic survey to be conducted at various mouzas/ villages (Annexure I) of the PanchayatSamities mentioned in Schedule-I.

‘Socio-economic survey’ means similar extent of socio-economic survey work towards understanding the socio-economic status of the people along with their demand and aspirations regarding the development of the area’. The purpose of socio-economic survey is to identify the strength, weakness, opportunity and threat (S.W.O.T.) existing in different neighbourhoods.

For Household survey, an appropriate number [total sample size: X (i.e. 5% of the total households of the last census year; 2011) + Y (i.e. 20% of X; approximate increase in a decade)] applying Random Stratified Sampling Technique (in consultation with the client) have to be surveyed in each mouza based on the survey plan presented and approved by KMDA. Owners and tenants of targeted properties as well as occupants of non-regularized housing/shops/kiosks and squatters need to be interviewed. The responses need to be collected with the help of pre-coded questionnaire and sampling method as approved.

In Addition to Household Survey, Stakeholders Opinion (Pradhans of GPs, and Government Officials from different Departments etc.) and Expert Opinion Survey regarding problem areas and scope of development, etc. need to be acquired.

Task 8: Traffic & Transportation Survey:

Traffic Surveys and transportation studies are very important activities to be carried out for development of an area.

‘Traffic survey’ means similar extent of traffic and transportation survey work.

Appreciation of existing traffic and travel characteristics which takes into account passenger and goods movement pattern, pedestrian and parking characteristics and the available infrastructure facilities including logistics points/facilities within the study area, is required to be done along with secondary data collection from respective RTOs and other concerned authorities.

Primary survey would include the following:

1. Creation of Road Inventory, size, material, condition, drainage condition, Parking condition (support to decision for improvement of existing roads) - this is finer study on road condition improving the database prepared in Task 3 and Task 4.
2. Classified Traffic Volume Count to get Average Daily Traffic (ADT) - for 5-7 days along different categories of roads (arterial road: 24 hours; sub arterial road: 8-12 hours - morning and evening peak hours, collector and local roads: only at peak hours and at key/representative intersections)

(provides quantitative traffic flow data, which supports road design, traffic management, public transport integration, freight planning, environmental assessments, and long-term land-use policies).

3. Speed and Delay Survey (Travel Time Survey) on all major rural corridors, including MDRs, PMGSY roads, municipal approach roads, market-area roads, and other settlement connectors identified by the Authority. Surveys shall be undertaken during: a) Peak Hours (AM/PM), b) Off-Peak Hour, and c) Market Day Conditions, to capture variations in actual operating speeds. The Agency shall submit raw GPS tracks, time stamps, speed logs, delay logs, and video records for verification. (provided data to identify corridor improvement needs, propose controlled development zones and regulating ribbon development along rural corridors, determining the rural road hierarchy, supporting land-use zoning decisions, especially around markets, schools, institutions, and emerging growth nodes, and road safety regulations).
4. Public Transport Study; Intermediate Public Transport & Para Transit Study; Pedestrian Counts.
5. Any other which may be relevant towards inputs in regional planning

The consultant should present the need, methodology and formats of primary survey along with location to KMDA and shall carry out the surveys as directed by KMDA. On successful completion of the aforementioned process, the consultant should compile the collected data in a excel spread sheet (.xls) format and submit along with the raw data, maps, and photographs.

4.5.4 Component 4: Analysis of Data, Preparing Theme Maps and Draft Land Use Development Control Plan

Task 9: Analysis of data, Projection and Estimation of data:

Analysis, projection, estimation of demand-supply gap for physical & social infrastructure, findings and inference on the analysis of the data for a Plan period of minimum of 10 years with 5 year phases. Analysed tables, charts and theme maps have to be provided as per necessity and direction of Planning Unit in KMDA.

The analysis and theme map preparation shall include the following:

1. Demographic analysis and population projection up to 2057
2. Estimation of the requirement of land in each sector and the growth direction - for the projected population and objectives of the existing & perceived development plans.
3. Understand the existing Accessibility pattern and its interaction with the existing Land Use. Interaction of the adjacent land Uses in terms of Compatibility and Conflict.
4. Assessing the Housing Stock and future Demand.
5. Identify and assess the future growth potential and its effect on Infrastructure.
6. The scale and nature of required Infrastructure Augmentation.
7. Assessing and identifying key problems and inadequacies in infrastructure (both Social and Physical) and providing prescriptive solutions for the same.
8. Prepare relevant theme maps to show strength, weakness, threat and opportunities in the area - along with appropriately linked analyzed report
9. Prescriptions based on information and maps (to be submitted in editable soft copies; and inserted in the report), which shall include the following:
 - a. Requirements for trunk infrastructure (water, electricity, sanitation) including improvement of accessibility
 - b. Hazard maps that identify areas in which construction is not permitted due to natural hazards
 - c. Hazard maps that identify minimum separation between residential and hazardous occupancies
 - d. Maps that identify areas in which construction of buildings is not permitted in relation to natural resources
 - e. Innovative ways of attracting investment in the area.

- f. Suggestions on enhancement/ augmentation of the transportation network, traffic management system at important nodes.
- g. Suggestions on Economic Development and Logistics Infrastructure Improvement
- h. Adequate Conservation of natural resources and Heritage if applicable.
- i. Identifying Tourism Potential and Tourism Circuits.
- j. Disaster Preparedness and Resilience.

Task 10: Identification of Vision & Preparation of conceptual broad land use zoning

Identify the vision of development in this region through necessary stake holder consultations. Preparation of conceptual broad land use zoning and infrastructure network plan with due environment and resource consideration. It should be in continuity and in conformity with the following:

1. Master plan or DDP of the adjacent Municipal and/or Planning area and rural area
2. All other projects/proposals sanctioned or in pipeline for final approval
3. Any Act, URDPFI Guidelines for planning standards, regulations and zoning

In this process all items of works as contained in section 31 of the Act will have to be featured.

Task 11: Preparation of Maps showing Development Control Zones and Draft LUDCP Report

This task includes the following:

1. Preparation of Maps showing Development Control Zones based on the conceptual broad land use zoning arrived in previous stage.
2. Defining and outlining development control regulations and development control mechanism in every Development Control Zones.
3. Prepare Draft LUDCP (along with all annexure and schedules as per format provided by KMDA; annexure shall include OCR ready scanned image of Land Register from notified LUM&R) for submission to the State Government for Approval u/s 35 of the WBT&C(P&D) Act, 1979.
4. Prepare Draft LUDCP for publishing Public Notice u/s 36 of the WBT&C(P&D) Act, 1979 by incorporating modifications/suggestions of the State Government (if any).
5. Incorporation of the feedback of the statutory procedure u/s 36 of the Act in the LUDCP and prepare final Draft LUDCP towards final approval of the State Government u/s 37 of the Act.

4.6 General Note:

- All attributes, tables, and schedules from the LUDCP Report, including population data, shall be linked to the maps. The maps shall also link the list of prohibited uses for each Development Control Zone with the corresponding ward, mouza, and/or Development Control Zone shown on the map.
- The work shall be done in a consultative manner by consulting various stakeholders through the active participation of all stakeholders. Feedback from all the Key Stakeholders including Panchayatsamities, ICE Department, UD&MA Department, Environment Department, GoWB shall have to be incorporated in the LUDCP in consultation with KMDA.
- Undertake all necessary assessments, including technical, financial, economic, environmental and social, institutional that feed into the planning of interventions.
- For any studies and assessments, the required equipment/tools/logistics shall be arranged by the consultants themselves.
- The Consultant will, during the study period, make presentation to the understanding of the KMDA, ULB, UDMA, I&WD and other related authorities on matters relating to preparation of the Draft LUDCPs, provide necessary computer aided tool kits (CD or power point presentation) at various places, to make them aware of the existing deficiencies and how they can be improved to mitigate the problem and maintained properly. Any suggestion for addition or alternation received from them suiting to the needs may be considered and addressed rationally.

- All data collected by the Consultant shall be made available to the Client in proper organized format and this data shall remain the property of the Client.
- The data collected and the research results of the Consultancy shall not be divulged to other agencies without the explicit approval of the Client.
- Monthly Progress Report (MPR) [bi-weekly wherever applicable] shall have to be submitted by the consultant to review the progress of the Study.
- Throughout the project, monitoring tools such as monthly progress reports, field verification sheets, GNSS accuracy certificates, GIS topology error reports, compliance checklists, and stakeholder consultation registers shall be used to ensure quality and completeness.
- Acceptable standard shall be as per the requirement of the Land Use and Development Control Plan and to the satisfaction of the Authority.
- All questionnaire responses must be geo-tagged using mobile GPS with a positional accuracy of ≤ 10 metres ensuring correct spatial association with land parcels, settlements, and mouza boundaries. The Agency shall maintain audio/photo evidence (wherever applicable) for minimum 10% of sample households for verification.
- All Traffic and Transportation survey shall be conducted as per IRC guidelines. The locations of traffic & transportation survey shall be geo-tagged using mobile GPS.
- Prior permission of the competent Authority is required any excess quantity or any supplementary item (new item) etc. if required.

4.7 Software to be used:

Agency shall have updated necessary tools, equipment, and software for survey, map and report preparation. This shall include - DGPS (RTK/PPK) and Total Station system, ARC-GIS Pro, Auto-Cad, MS-Office, and relevant updated software for GPS survey and Traffic & Transportation Survey, also appropriate for demonstrating/ reviewing survey output and analysis to the client.

- All reports should be submitted in hard and soft copy. Reports should be in Microsoft Word format, maps and drawings should be in the compatible format of GIS facilities available with the Client and in Auto CAD format as may be required by the client. Editable version of all modelling software shall have to be submitted to the authority. No excuse in the name of trade secrete shall be entertained.
- Soft Copy includes editable format of the Soft copy e.g. reports in both .pdf and .docx format, data in .xls presentations in .pptx format and maps in .pdf and/or Jpeg (at a resolution as instructed by the authority) and in Autocad and GIS format (.dwg and geo database). The requisite soft copies are to be written on a compact Disc and submitted to the Authority.
- Report and drawings (mouza sheet level showing plot level details, at 1:4000 scale& for dense urbanised area showing plot level details, at 1:1000) needs be submitted along with soft copies in Auto CAD & GIS format.
- For the Maps the North Line, Graphic Scale and the sector name should be present. All important landmarks, benchmarks etc. must be shown in the map. A legend is also to be provided.
- The Institute representative/ head of the team member shall have to present the work in power point presentation whenever necessary before KMDA or any committee / team as suggested by KMDA comprising the concerned stake holders for necessary suggestions & feed backs if any for incorporation in the proposals.

4.8 INDICATIVE DELIVERABLES WITH REPORTS & TIMELINE, PAY MENT SCHEDULE

Stage No.	Stage Report	Deliverables	Time Schedule	Payment Schedule
(1)	Inception Report and Task 1 and Task 2 Accomplished	- Inception Report (Cognition of the project area; Approach; Methodology; Manpower deployment) (5 Hard Copy + 1 Soft Copy) - Soft Copy of the Geo-Referenced Super imposed Imagery in both GIS format (i.e. Arc GIS) and AutoCAD-map (Scale1:1) - List/data of GPS points - One(01) set of Printed Image in A0 size	28 days	2%
(2)	Accomplished Task 3 and Task 4 (Digitised base map, with infrastructure & utilities, DEM map and databank creation)	- One (01) Soft Copy of Geo Referenced Digitized soft copy of the following maps in both GIS and AutoCAD format (Scale 1:1) - Five (05) sets of Final Printed map (<i>excluding draft copies to be delivered for review/s</i>) in A0 size of the following - Base Map showing administrative boundaries, showing regional linkages and regional level features - Map showing Land Use Map as per Notified LUM&R - Map showing all physical and social infrastructure and features on base map - Map showing utility network and installations - Map showing topographic condition and contours (marking 24 hours water logging areas) - Soft copy of Clear photographs of land marks, place of significance with GPS locations (as required) - Database In Tabular format with specified details as may be prescribed - Report with Maps, Information collected from different departments - Raw data, sheets, and information	28 days	18%
(3)	Accomplished Task 5 (land cover map)	- One (01) Soft Copy of the following maps in both GIS and AutoCAD format (Scale 1:1) - Five (05) sets of Final Printed map (<i>excluding draft copies to be delivered for review/s</i>) in A0 size of the following - Existing Land Cover Map - Area Calculation and Classification of different Land Use in Excel format in Soft Copies and One (01) set print out	14 days	10%

(4)	Accomplished Task 6 (land use map)	- One (01) Soft Copy of the following maps in both GIS and AutoCAD format (Scale1:1) - Five (05) sets of Final Printed map (<i>excluding draft copies to be delivered for review/s</i>) in A0 size of the following - Existing Land Use Map - Area Calculation and Classification of different Land Use in Excel format in Soft Copy and One (01) set print out - Comparison of land use data (plot-wise) as per land records available from concerned Department and landuse survey in Excel format in Soft Copy and One (01) set print out - Softcopy of Clear photographs of significant land uses with GPS locations (as required)	14 days	10%
(5)	Accomplished Task 7 and 8 (Socio-economic survey and Traffic Transportation survey)	Comprehensive Datasheets in MS Excel, and Report with basic analysis, charts and observations - as may be prescribed for each survey One (01) Soft Copy and Minimum Five (05) Sets of Hard Copy	14 days	20%
(6)	Analysis and Inferences - to accomplish Task 9 and 10	Reports with Necessary Analysis/ Theme maps/ Inferences - as may be prescribed - under the close supervision of Planning Directorate in KMDA	14 days	10%
(7)	Draft LUDCP (part of Task 11) for submission to the State Government	Draft LUDCP for submission to the State Government for Approval of the State Government u/s 35 of the WBT&C(P&D) Act, 1979 (Part of Stage IV) accomplishing Task 9 and Task 10	14 days	10%
(8)	Draft LUDCP (part of Task 11) for Notice for Public Scrutiny	Draft LUDCP for publication of notice towards Public Scrutiny u/s 36 of the Act	7 days	
(9)	Final Draft LUDCP (part of Task 11)	Draft LUDCP towards Approval of the State Government u/s 37 of the WBT&C(P&D) Act, 1979 (Final Part of Stage IV)	7 days	20%
		TOTAL:	140 days	100%

Note:

- All collected data, survey sheets, and analyzed reports and maps - done to accomplish each tasks (as mentioned in clauses 4.6.1, 4.6.2, 4.6.3, 4.6.4) shall be submitted to the Authority along with the deliverables mentioned above.
- Information linked with **Annexure II, III-A and III-B** is required to be submitted as required for different Tasks
- Updated copies (soft and hard copies) of each deliverables have to be submitted as required after any modification/ additions
- The Timeline is excluding the time required for approval of submission at each Task/Stage and statutory procedures as per West Bengal Town and Country (Planning and Development) Act, 1979.
- Completion of Every stage and tasks means - approval and acceptance of deliverables at satisfactory condition by the Authority
- Payment at Stage (8) shall be considered - when the draft LUDCP has received approval of the State Government u/s 35 of the Act and is ready to be published for public scrutiny u/s 36 of the Act.
- Payment at Stage (9) shall be considered - when the draft LUDCP has gone through Public Scrutiny as per statute and has been submitted towards Approval of the State Government u/s 37 of the Act.
- A Technical and Evaluation Committee (comprising officers, planners, engineers, experts, and representatives from KMDA, UDMA, related departments, and PanchayatSamities) shall monitor the execution of the work. This Committee shall resolve inter-departmental issues, and ensure speedy sharing of secondary information and checking/ vetting reports and maps towards preparation of LUDCP.
- The Agency shall work under the supervision of the Planning Directorate, KMDA. All work must meet the satisfaction of the Technical and Evaluation Committee.
- If any rectification of the 'Deliverables' are required, agency shall have to comply the requirement up to the satisfaction of the client.
- Payment shall be made after satisfactory recommendation of the Planning Directorate or any of the KMDA's committee. After receiving the Bill with recommendation, payment should be routed through Engineering Division under E&AM Sector, KMDA.

4.9 Minimum Required Experience of the Key and Non-Key Professionals

<i>Sl. No.</i>	<i>Name of the Key Professional</i>	<i>Educational Qualification and Experience</i>	<i>Nos. required</i>
1	Team leader	Educational Qualification- Graduate in Architecture/Civil/Planning/Geography with Post Graduate in Urban/Town/City/Regional Planning or equivalent	1
		Experience- Minimum 20 years' experience in professional field.	
2	Town Planning Expert	Educational Qualification- Graduate in Architecture/Civil/Planning/Geography along with Post Graduate in Urban/Town/City/Regional/Infrastructure Planning or equivalent; with knowledge in GIS	1
		Experience- Minimum 10 years' experience in professional field of Planning and Development.	
3	GIS Expert	Educational Qualification- Post Graduate Degree/Diploma in Remote Sensing/GIS or equivalent.	2
		Experience- Minimum 10 years' experience in professional field.	
4	Utility Expert	Educational Qualification- Graduate in Civil along with Post Graduate in Urban/Town/City/Regional/ Infrastructure Planning or equivalent	1
		Experience- Minimum 10 years' experience in professional field, especially in infrastructure planning.	

5	Transport Expert	Educational Qualification- Graduate in Architecture or Civil Engineering & Post Graduate Degree in Transportation Planning or Transportation Engineering or equivalent.	1
		Experience- Minimum 10 years' experience in professional field.	
6	Socio-Economic Expert	Educational Qualification- Post Graduate in Statistics/ Sociology/ Economics/ Geography/Demography	1
		Experience- Minimum 10 years' experience in collection of field data and socio-economic surveys and demographic analyses in professional field.	
Sl. No.	Name of the Non Key Professional	Educational Qualification and Experience	Nos. required
7	GIS Operators	Diploma in Remote Sensing/GIS or equivalent.	As per Requirement
		Experience- Minimum 3 years' experience in professional field.	
8	Surveyors	Educational Qualification- Diploma or Certificate course in Survey & Engineering.	As per Requirement
		Experience- Minimum 5 years' experience in professional field/academics.	
Age Limit for Serial No. 1, 2, 3, 4 is 62 Years; Age Limit for Serial No. 5 and 6 is 50 Years The manpower of key and support personnel shall be at least as per minimum criteria above – until the completion of the project. All other support staff shall be provided to complete the assignment within the stipulated Time.			

4.10 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 Team Leader. The office must be equipped with all necessary office equipment. All the quarries raised by the Department during the preparation and scrutiny of Maps, Survey and Report Preparation, shall be attended by the Consultants forthwith. If needed, the Team Leader / Deputy Team Leader must attend office of the KMDA and Urban Development and Municipal Affairs Department, PanchayatSamities/Any other related offices at their own cost.

4.11 Replacement of Key Personnel During Execution of Contract

(A) Availability of Personnel

The Consultancy firm shall ensure that all approved Key Professional Personnel remain available throughout the period of contract execution.

(B) Replacement After Award of Contract

Replacement of approved Key Professional Personnel shall not ordinarily be permitted after award of the Contract and shall be allowed only under exceptional circumstances beyond the Consultancy firm's reasonable control, including death or serious medical incapacity.

Where replacement is approved, the Consultancy firm shall immediately provide a substitute possessing equivalent or superior qualifications and experience, subject to prior written approval of the Client.

(C) Reduction in Remuneration

Where replacement is proposed by the Consultancy firm during contract execution for reasons other than death or serious medical incapacity, the remuneration payable for the concerned position(s) shall be reduced as follows:

Cumulative Number of Replacements	Reduction in Consultancy Fees in pro-rata basis
First Replacement	0.5%
Second Replacement	0.75%
Third Replacement	1.0%

The above reductions shall not apply where the replacement is necessitated solely due to death or serious medical incapacity of the concerned Key Professional and is accepted by the Client.

Annexure I

Indicative List of Constituent Units of SonarpurPanchayatSamity within KMPA

[Note: The name of the Mouzas are listed and their respective Areas are estimated based on official notifications and Census 2011; Finally, this shall be based on updated information from official sources of respective ULBs/ RLBs, and any other competent authority.]

District and Panchayat Samity	Gram Panchayat	Name of Mouza	Area (SQKM)	Population 2011
SonarpurPanchayatSamity within South 24 Parganas District	Bonhughli - I	Ramchandrapur	1.61	8196
		Dingelpota	0.89	1614
		HogalKuria	1.12	1993
		Jayarpur	1.02	1396
	Bonhugli-I Total		4.64	13199
	Bonhughli - II	Danga	1.83	6766
		Ban Hugli	3.84	11103
		JoykrispurChiari	2.39	6436
	Bonhugli-II Total		8.06	24305
	Kalikapur -I	Chakbaria	1.57	4914
		Kalikapur	2.64	5860
		Jardaha	0.62	1457
		Muragachha	1.68	728
		Natagachhi	2.99	2266
	Kalikapur-I Total		9.5	15225
	Kalikapur -II	Benebou	0.68	2707
		Hasanpur	0.95	1873
		Jafarpur	0.49	1129
		Kharigoda	0.89	1214
		Rayarpur	4.55	1098
		Sahebpur	2.06	7109
	Kalikapur-II Total		9.62	15130
	Kamerabad	Radhanagar	5.29	6675
		Chandpur	0.96	3788
		Dihi	2.9	2291
		Gangajora	1.14	3339
		Jagadishpur	0.65	759
		Khuri Gachhi	1.12	6023
	Kamerabad Total		12.06	22875
	Kheadaha -I	Goalapoata	0.48	188
		Khadati	3.07	3619
		Kheadaha	2.46	1930
		Kumar Pukuria	1.05	656
		Nayabad	2.94	3696
		Tardaha	7.94	4706
		Tihuria	3.85	3773
	Kheadaha-I Total		21.79	18568
	Kheadaha -II	Atghara	0.8	4284
		Bhagavanpur	4.68	11177
		Chak Kolar Khal	0.35	1513
		Deara	2.64	3152
		Jagalipota	0.62	2053

		Kantipota	1.2	1718
		Karimpur	0.53	479
		Kharki	1.58	1288
		Mukundapur	0.68	2326
		Rana Bhutia	1.49	4196
	Kheadaha-II Total		14.57	32186
	Langalberia	Andharia	0.52	759
		Bamangachi	2.01	2332
		Baraghhia	2.24	1218
		Baruli	3.09	1266
		Gobindapur	0.76	2355
		Jayanagar	0.57	1081
		Langalberia	0.88	2058
		Radhaballabpur	0.43	926
		Sri Krishnapur	0.51	272
		Srirampur	0.57	793
	Langalberia Total		11.58	13060
	Poleghat	Badehugli	1.41	3797
		Poleghat	1.03	2360
		Raghabpur	0.4	1140
		Raghunathpur	2.71	2657
		Sarmastapur	1.09	1195
	Poleghat Total		6.64	11149
	Pratapnagar	Garal	1.69	1747
		Kustia	0.74	2159
		Makrampur	0.52	1810
		Metiari	1.26	1674
		Nabhasan	0.81	1712
		Pratapnagar	1.19	2785
		Samukpota	3.94	2021
		Sangur	3.26	3962
	Pratapnagar Total		13.41	17870
	Sonarpur -II	Bidhyadharpur	1.14	4630
		Arapanch	1.34	2451
		Bhabanipur	0.59	4007
		Gopalpur	1.3	1063
		Hasanpur	0.6	2753
		Mali Pukuria	1.14	5858
		Mathurapur	0.71	4460
		Rampur	0.9	3773
	Sonarpur -II Total		7.72	28995
	Total Area of Region within Sonarpur Panchayat Samity within South 24 Parganas District		119.59	2,12,562

ANNEXURE II

Necessary Details/ Attributes for Different Subcategory of Land Use

The Existing landuse map (layer) needs to be sub-divided into the following Classes and Sub-classes						
Landuse Classification	Area (Sq. Km)	Subclass I	Sub-Class-II	Attribute I:	Attribute II	Attribute III
Residential		Non-Slum	Residential Colony, and Township, and Plotted for Future Township (all with boundary and name), Hostels, Residential Area, Village hamlet.	Hutment types (Kutchha/ semi-pucca/ pucca)	Number of Storey/s	Remarks (e.g. ownership, presence of air-conditioner in % of surveyed families, car ownership in %, ROW of means of access, opportunity for development, etc.)
		Slum	Notified Slum, Non- Notified Slum Squatter or Kachibasti (all with boundary and name)	Hutment types (Kutchha/ semi-pucca/ pucca)	Number of Storey/s	Remarks (e.g. as above)
Commercial			Commercial Retail, Wholesale, Informal Shops, Market (Daily & Weekly) or Mandi, Petrol Pump or LPG filling station with electrical charging stations, Hotel or Lodge or Resort, Restaurant or Eateries, Shopping Centre or Mall and Multiplex, Ceremonial Hall or Marriage Garden, Warehouse, Storage or Godown, Private Offices, Crech/Day Care	Means of access (Name and ROW)	Estimate of Scale (e.g. average scale of commerce associated in numbers)	Remarks (e.g. names, ownership, number of storey/s, etc.
Industrial			Manufacturing, Service, Chemical, Pharmaceutical, Textile, IT Parks Industrial Estate / SEZ, Agro based & Food Processing, Hazardous and	Category of Industry in terms of pollution potential (Red, Orange,	Estimate of Scale (e.g. Small, Medium and Large)	Remarks (e.g. names, ownership, number of storey/s, average power consumption in Units,

			Obnoxious, Cottage and Household, Brick Fields, Other Industries	White, Green, Exempted)		closed/sick/running, etc.)
Mixed Use			Mix of : Commercial & Industrial , Residential Industrial, Other-Mixed uses	Means of access (Name and ROW)	Estimate of Scale (e.g. average number of daily commercial transactions, power consumption)	Remarks (e.g. names, ownership, number of storey/s, Sub-categorization for Other-Mixed uses-Residential commercial etc.
Public Semipublic Note: Refer Annexure III A and III-B for Line and Point Feature		Public utilities and Services	Water Supply: Water Treatment Plant, Water Pumping Station, Ground Level Reservoir, Rain Water Harvesting, Overhead Tank/ Reservoir, Dam/ Weirs/ Barrage	Specific Names if available	Remarks: e.g. Status of utilization; scope of improvement, etc.	
			Sanitation and Drainage: Sewage/Effluent Treatment Plant, Sewage Pumping Station	Remarks such as Type: Storm water sewer, Sanitary (waste water) sewer, Combined sewer	Remarks: e.g. Status of utilization; scope of improvement, etc.	
			Power Supply and Gas: Electric Power Plant, Electric Sub-Station, City gate metering stations, Area regulator stations, HT post		Remarks: e.g. Status of utilization; scope of improvement, etc.	
			Solid waste Management : Land Fill Site, Dumping Yard, Recycling Plant, Garbage Collection Point or Dumper Point	Specific Names	Remarks: e.g. Status of utilization; scope of improvement, etc.	
		Educational	School, College, University , Vocational Institute, Anganwari , Training Institute	Specific Names	Capacity: Number of students/ children/ trainee per year	Remarks: e.g. Status of utilization; scope of improvement, etc.

	Health	Clinic/Dispensary, Primary/ Secondary Health Centre, Hospital, Diagnostic Centre, Clinic or Dispensary, Nursing Home, Registered Medical Practitioner, Others	Specific Names	Capacity in terms of no. of beds	Remarks: e.g. Status of utilization; scope of improvement, etc.
	Recreational	Garden, Park, Play Ground, Club, Sports Centre, Gymnasium, Swimming Pool, Stadium, Planetarium, Aquarium, Auditorium, Open Air Theatre, Golf Course, Race Course, Exhibition Ground, Amusement or Theme Park, Zoo	Specific Names if available	Remarks: e.g. ROW of means of access, opportunity for development, etc.	
	Communication	Radio or TV Station, Satellite & Telecommunication Centre, Cell Tower, Telephone booth, Telephone exchange, Post or Telegraph Office	Specific Names if available	Remarks: e.g. Status of utilization; scope of improvement, etc.	
	Others	Banks; Credit Society; Foreign Establishment; Police Station Jail; Courts; administrative offices, Community hall; Dharmashala Tourist Facility Centre, Cinema hall and Auditorium, Convention Centre, Museum, Public Library, Art Gallery & Cultural Centre LPG/CNG Gas Booking Office, Disaster Management Centre, Metrological Station, Dhobi Ghat Public/Community Toilet, Social Welfare Centre, Orphanage, Old Age Home, Night Shelter, Fire Station, ATM, Town Hall	Specific Names if available		

Special Public Semipublic		Religious (places of Worship)	Temple, Mosque, Idgah, Church Gurudwara, Monastery, Synagogue Chhatri, Ashram/Math/BhojanShala	Specific Names if available	Remarks: e.g. ROW of means of access, Frequency of congestion in appropriate scale (generally Police data), etc.	
		Burning Ghats, Burial grounds and Crematories	Burning Ghats/ Crematorium, Crematory, Burial Ground,	Specific Names if available	Remarks	
		Heritage	Fort, Monument, Archaeological Site,	Specific Names	Remarks	
Restricted Areas		Defense Land		Specific Names	Remarks	
		Cantonment Area		Specific Names	Remarks	
Transportation [Note: Refer Annexure III for Line and Point Feature]			Bus stand /Terminus; Railway Station, Railway Yard / Siding; Railway Track Area, Airport / Airstrip, Helipad, Port Harbour; Jetty; Truck Terminus; Freight Complex, Taxi Stand, Auto Stand; Cycle rickshaw/Cycle /Cart stand; Bus Bay; Bus Stop; Transport Hub; Weigh Bridge; Traffic Island; Roads-Right of Way including Median / Divider and Service Lanes; Parking Space / Area; Ancillary Uses/ Land reserved for Transportation purpose			
Primary Activity Area		Animal Husbandry	Poultry Farm, Dairy Farm, Dairy Booth, others			
		Agriculture and Horticulture	Cropland, Fallow land, Plantations Orchard, Horticulture, Plant nursery, Storage			

		Pisciculture	Fish-Nursery, Bheries, Storage			
Vacant Land		Waste Land (in terms of utility)	Scrubland, Barren, Rocky, Sandy area, Salt affected, Gullied, Grazing land, Pastures, Meadows			
		In terms of Ownership	Vested land, Municipal Asset, Government Asset, Private Vacant, Reclaimed Land			
Eco sensitive areas		Water bodies	Rivers, Canals, Ponds, Lakes, Oxbow Lakes, Creek,	Specific Names	Remarks: such as flooding height, whether waste dumped nearby	
		Wetlands	Wetlands classified in RAMSAR, Waterlogged Low lying area, Marshy land, Swampy land, Mudflat, Paleo channels	Specific Names	Remarks: e.g. Endemic Species, and Obligate Species; Population	
		Forest	Bird Sanctuary, Bio-diversity Park, National Park, Botanical Garden, Reserved/ Protected/ Notified Forests, Social Forestry, Green Belt, Mangrove, Others	Specific Names	Remarks: e.g. Endemic Species, and Obligate Species in tree or plant animal and respective Population	
Others			Quarry, Slaughter House, others	Specific Names	Remarks	
Total Built-up Area						
Total Un-Built Area						

ANNEXURE III-A (Point Features)

Necessary Attributes of Physical and Social Infrastructure, Facilities and Amenities

Attribute Data to be documented in Excel Sheets and Maps				
Sl. No	Point Feature	Attributes		
		Geo-location Information GIS	Attribute I	Attribute II
Point Features related to Socio-Economic Infrastructure				
1	Location of Important (Landmarks) Places of Heritage and Tourism	GPS points	Monument, Archeological Site,	
2	Industries or Factories or Industrial Complexes	GPS points	Address, Ownership: Govt., Private	
3	Petrol Pumps	GPS points	Address	Ownership of Land(if Available: Leasehold, Freehold
4	Schools	GPS points	Standard: Primary or Secondary or HS	Management: Government or Private
5	Colleges and University	GPS points	Engineering, Management, others	Management: Government or Private
6	Health Centers	GPS points		
7	Parks and open spaces	GPS points	Ward No. and Specific Names if available	
8	Water Body	One GPS point	Dag No. in Mouza sheets	Area
9	Slaughter House	GPS points	Name and Address	Average daily output
Point Features related to Power Supply Infrastructure				
10	HT Posts	GPS points or Approximate positioning		
11	DTR points	GPS points or Approximate positioning		
Point Features related to Water Supply, Sanitation Drainage and Solid Waste Management Infrastructure				
11	Pump House	GPS points or Approximate positioning	Capacity	
12	Water Reservoir	Overhead or Underground	GPS points or	Capacity

			Approximate positioning	
13	Neighborhood Waste collection centre	GPS points	Capacity	
14	Sewage Treatment Plant	GPS points	Capacity	
15	Effluent Treatment Plant	GPS points	Capacity	
16	Waste Recycling plant	GPS points	Capacity	

Point Features related to Transportation Infrastructure						
	Feature Type	Attribute I:	Attribute II:	Attribute III:	Attribute IV	Attribute V
1	Railway Station (RS),	GPS points	Railway station	Name of route (terminal stations)		
2	Metro Station (MS)	GPS points	Name of Metro station	Name of route (terminal stations)	At Grade, Overhead, Underground	Remarks: Use of Underside of Metro line- Probability of Urban Greening, parking etc.
3	Ferry Ghats	GPS points	Name	Name of route (terminal stations)		
4	Other vehicular waiting areas: Taxi Stand, Auto Stand, Cycle rickshaw or Cycle or Cart stand, Bus Stop	GPS points	On Foot-Path, On Carriage-way, Separate place not affecting the On Foot-Path or Carriage-way	Width	Approx no. of vehicles parked	

ANNEXURE III-B (Line Features)**Necessary Attributes of Physical and Social Infrastructure, Facilities and Amenities**

Attribute Data to be documented in Excel Sheets and Maps						
Line Features related to Transportation Infrastructure						
	Feature Type	Attributes				
1.	Road (Line)	Avg. Width in meter	Width of Footpath (put 0 in case footpath not present)	Construction Material: Brick or Murrum (Kuchha), Concrete, Black Topped	Street lights present, Street lights absent	Drains present, Drains absent
		If Drain Present – Kuchha, Pucca, Covered Drain, Uncovered Drains;	HT lines present, HT lines absent	LT lines present, LT lines absent		
2	Bridges, Flyover, Subway	Width	Feature Under Bridge or Flyover: Road/Railway/ River /Canal	Width of Footpath (put 0 in case footpath is absent)	Remarks: Probability of Urban Greening, parking under the Bridge or Flyover, etc.	
3	Railway Line	At Grade, Overhead, Underground or tunneled	Connecting Stations, Name of Origin and Terminal Station(s)			
4	Metro Line	At Grade/ Overhead/ Underground	Connecting Stations: Name of Origin and Terminal Station(s)	Remarks: Probability of Urban Greening, parking under the Overhead Metro line, etc		
5	Power supply line	HT Line, LT Line				
6	Water Supply Line	Diameter if available				
7	Drain Line	Length in Km	Drain Width in meter	Drain Type : Kuchha, Pucca Covered Drain; Uncovered Drains;	Direction of drain slope (Direction of flow of drain)	
8	Sewerage Line	Present, Absent	Drain Width in meter			

SECTION-V

Bidding Process & Bid Evaluation

5.1. Bidding Process:

- i) The bids (both technical and financial) along with all the supporting documents will have to be uploaded in www.wbtenders.gov.in for online submission.
- ii) Bids will be submitted online only.
- iii) The Tender Inviting Authority may extend, at its discretion, the last date and time for deposit of bids. The changes will be communicated online through corrigendum.
- iv) Bids will be submitted in the Form contained in **Section VI** format hereto and will be on the letterhead of the bidder.
- v) The bid will be accompanied by the documents mentioned in this tender.
- vi) Payment receipts for the amounts of earnest money should be submitted along with technical bid.
- vii) No other document should accompany the bid.
- viii) Financial Bids of only the Technically Eligible bidders will be opened.

5.2. Registration of the Bidder(s):

Any Bidder willing to take part in the process of e -tendering will have to be enrolled and registered with the Government e-Procurement system, through login onto www.wbtenders.gov.in.

5.3. Digital Signature Certificate(DSC):

Each Bidder is required to obtain a Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the Controller of Certifying Authority, Government of India (<http://cca.gov.in>) on payment of requisite amount. The Bidder can search the tender and download NIT and other tender documents electronically from computer once He/ She logs onto the e tender website www.wbtenders.gov.in.

5.4. Site Visit and Verification of Information:

Bidders are advised to submit their respective Proposal (s) after visiting the sites and ascertaining for themselves the location of the plant, site condition, location, surroundings, climate, applicable laws, applicable permits, regulations and any other matter considered relevant by them. Further may examine the participating PanchayatSamities/municipalities/departments of the project for O&M management and practices, existing infrastructure and its surrounding and ascertain themselves on all technical and other aspects necessary for preparing their bid including carrying out necessary technical surveys, field investigation etc. at its own cost and risk. The applicants shall be deemed to have full knowledge of the site condition upon submitting the Proposal (s) in response to this e -tender. The bidders shall be responsible for all the cost associated with the preparation of their bids and participation in the bidding process. Tender Inviting Authority will not be responsible or in any way liable for such cost, regardless of the conduct or outcome of the bidding process.

5.5. Submission of Bid Proposal (s):

- a) **Technical Bid and Financial Bid** both will have to be submitted online concurrently duly digitally signed in the website www.wbtenders.gov.in, before the prescribed date and time using His/ Her Digital Signature Certificate (DSC). Virus scanned and duly digitally signed copies of the documents are to be uploaded. The documents will get encrypted (transformed into non readable formats).
- b) **Financial Bid of the Proposal** (s) submitting Bidder/ Bidders will be opened only if the Bidder qualifies in the Technical Bid as a “Technically Eligible Bidder”. The decision of the Tender Inviting Authority will be final and in no case challenge against such decision will be entertained.
- c) Tender documents may be downloaded from website and submission of the bid should be done strictly as per the stated time schedule.
- d) Scanned Copy of **PAN card, Profession Tax paid Challan, Income Tax return for last three years, GST registration numberwith latest Return, Valid Trade License, Last three years Audited balance sheet,**

Credentials, Work order, Completion Certificate(or 80% and above completion certificate), Payment Certificate, Valid ESI & PF registration certificates along with latest Challan of the Bidder must be submitted duly digitally signed at desired location in the e -tender website: www.wbtenders.gov.in.

- e) Soft copy of one affidavit before notary shall have to be submitted mentioning the correctness of the documents and a declaration of a penalty/ debarment etc. faced by him under any Government/Semi-Government/Autonomous Body/Institution through online at desired location.
- f) The “Tender Inviting Authority” will open the Technical Bid and the Financial Bid to conduct an evaluation based on Combined Quality cum Cost Based System (CQCCBS) of selection process. The decision of the “Tender Inviting Authority” or “**Consultancy Tender Evaluation Committee**’ Members” will be final and absolute in this respect.

5.6. Technical Bid (Online Submission):

For Technical Bid, the Bidder must upload the following statutory and non-statutory documents in www.wbtenders.gov.in:

- (a) This RFP document, with all pages signed by the Authorized Signatory.
- (b) Payment Receipt of EMD.
- (c) Power of Attorney or Company Board Resolution establishing the Authorized Signatory.
- (d) Certificate of Incorporation/Registered Partnership Deed
- (e) The following documents should be filled up:
 - Appendix 1: Letter of Proposal(s)/Covering Letter
 - Appendix 2: Statement of Legal Capacity
 - Appendix 3: Declaration on Manpower Support
 - Appendix 4: Financial Capabilities of the Bidder
 - Appendix 5: Undertaking stating the Bidder is Not Blacklisted / Bankrupted.
 - Appendix 6: Power of Attorney for Signing of Bid.
 - Appendix 7: Pre-bid Clarification Format.
 - Appendix 8: Agreement Format.
 - Appendix 9: Affidavit before Notary on a Stamp Paper
 - Appendix 10: Declaration by the tenderer
 - Appendix 11: Power of Attorney for Lead Member of Joint Venture
 - Appendix 12: Form Of Letter of Intent By CONSORTIUM/JV Partners to enter into CONSORTIUM /JV agreement
 - Appendix 13: Financial capacity of the Applicant
 - Appendix 14: Format for Joint Bidding Agreement
 - Appendix 15: Letter of Declaration
 - Appendix 16: Particulars of the Applicant
 - Appendix 17 : No Claim Certificate
 - Form 1: General Information of the Bidder.
 - Form 2: Credentials of the Bidder.
 - Form 3: Resume of Proposed Personnel.

5.7. Financial Bid (Online Submission):

For Financial Bid, BoQ (in excel format) is to be downloaded from www.wbtenders.gov.in. After filling the Bidder Name against “Bidder Name” and the quotation amount in the designated cell the file is to be uploaded in the Finance cover. The bidder should quote the rate inclusive of GST and statutory taxes (as applicable).

5.8. Selection Process:

- (i) Considering the technical influence and value impact of the above services proposed to be procured, relative weightage (Technical: Financial) for Combined Quality cum Cost Based System (CQCCBS) method of successful bidder, will be: 70:30.
- (ii) The Bidder must fulfill the “Minimum Eligibility Criteria” mentioned above to qualify for evaluation of “Technical Eligibility Criteria”.
- (iii) Tender Inviting Authority or Technical Committee or **Consultancy Tender Evaluation Committee** may reject a bid and disqualify the bidder from further evaluation process if the bidder fails to fulfill the “Minimum Eligibility Criteria”. In absence of any one of the documents required under “Minimum Eligibility Criteria”, the offer may be treated as non-responsive & in that case the department of KMDA will have the right to decide accordingly.
- (iv) The minimum technical score for qualification is 70. Bidders, who do not score 70 or above in the “Technical Eligibility Criteria” shall be declared ineligible for this project and their BoQs shall not be opened for further evaluation.
- (v) The bidder qualifying the minimum eligibility will be required to provide a presentation. The date of the presentation will be notified later by the Tender Inviting Authority.
- (vi) Interested firms are advised to submit their Quotation as part of the Bill of Quantities (BoQ). Before submitting the bid/response to this RFP, the interested firms may visit the respective locations for their clear understanding of the project and they will interact with the KMDA officials well in advance for any clarification so that during pre-bid meeting, the department of KMDA can clarify queries before all interested enterprises.
- (vii) The Bill of Quantities (BoQs) will be evaluated based on the quotes submitted by the Bidders. Cost evaluation will be carried out as done under two bid open tenders and firms are given scores, with maximum score being provided to the lowest bidder (L1). Financial score of the bidder will be calculated as $100 \times (\text{L1 quote}) / \text{bidder's quote}$.
- (viii) The contract shall be awarded to the vendor with the highest combined score (H1) calculated using the following formula:

Combined score = (Quality score assigned to bidder x Technical weightage %) + (Financial score assigned to bidder x Financial Weightage %)

5.9. Acceptance of Offer:

1. The Superintending Engineer, CRS Circle, E&AM Sector, KMDA will issue a Letter of Intent (**LoI**) to the successful Bidder (i.e., the H1 bidder).
2. The successful Bidder will need to send an unconditional acceptance of the LoI issued within 7 days from the date of issuance.
3. If the successful Bidder is unable to send the unconditional acceptance within the stipulated time, then TIA as per their discretion can cancel the LoI issued. The EMD for the original successful Bidder will be forfeited in this case.
4. The successful Bidder is required to sign an Agreement (Contract), **within 15 days from the date of issue of the LoI**. Failure to do so may result in forfeiting the EMD.
5. The selected bidder shall mobilize its team and start the work **within 15 days of issuance of the Work Order**.

5.10. Earnest Money Deposit:

1. Bidders shall pay along with their bids, necessary EMD required for each work in the form of Net Banking or RTGS/NEFT from the e-Procurement website of the Government of West Bengal www.wbtenders.gov.in.
2. The EMD of all unsuccessful Bidders would be refunded as per system by the www.wbtenders.gov.in tender portal after selection of the successful Bidder.
3. No interest will be paid by KMDA on the EMD amount and EMD will be refunded to all the Bidders (excluding the successful Bidder) without any accrued interest on it.
4. In case of the successful bidder, the EMD can be transferred to the contract performance guarantee/security deposit.
5. The EMD may be forfeited:
 - If a Bidder withdraws its Bid during the period of Bid validity period.
 - In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with the terms and conditions.
 - Misrepresentation of facts.
 - Failing in taking up the work in due time.

5.10.1. Payment of Earnest Money Deposit (EMD):

The EMD is needed to be paid online through Net Banking or RTGS/NEFT.

- i) The bidder desirous to take part in the tender need to log in to the e-Procurement website of the Government of West Bengal www.wbtenders.gov.in using its log in id and password.
- ii) The bidder will select the tender to bid and initiate the payment of EMD for that tender by selecting from either of the following payment modes:
 - Net Banking in case of payment through bank payment gateway.
 - RTGS/NEFT in case of offline payment through bank account in any bank.
 - Intending Bidder may download the RFP from the website www.wbtenders.gov.in directly with the help of Digital Signature Certificate. The amount should be deposited online either by Net Banking (any listed bank) or through RTGS/NEFT as per requirement of the system.

For Queries, write back to the Superintending Engineer, CRS Circle, E&AM Sector, Kolkata Metropolitan Development Authority.

5.11. Payment Method:

(a) Payment by Net Banking (any listed bank) through Bank Payment Gateway:

- On selection of Net Banking as payment mode, the bidder will be directed to Bank Payment Gateway webpage where he will select the bank through which he wants to do the transaction.
- Bidder will make the payment after entering his unique ID and password of the bank to process the transaction.
- Bidder will receive a conformation message regarding success/failure of the transaction.
- If the transaction fails, the bidder will again try for payment by going back to the first step.

(b) Payment through RTGS/NEFT:

- On selection of RTGS/NEFT as payment mode, the e-Procurement website will show a prefilled challan having the details to process RTGS/NEFT transaction.

- The bidder will print the challan and use the challan and use the pre-filled information to make the RTGS/NEFT payment using his Bank Account.
- Once the payment is made, the bidder will come back to the e-Procurement website after expiry of a reasonable time to enable the RTGS/NEFT process to complete in order to verify the payment made and continue the bidding process.
- If the payment is successful, the bidder will go the eProcurement website for submission of the bid response documents.
- If the payment verification is unsuccessful, the amount will be returned to the bidder's account.

(c) Refund/Settlement Process:

- Once the evaluation of the tender is done the EMD amount of the unsuccessful bidder will be returned through an automated process to the respective bank accounts from which they have made the payment transaction.
- After the financial evaluation, the EMD of the bidders other than H1 bidder and H2 bidder will be refunded through the process mentioned above.
- After the LoI issued to the H1 bidder and is accepted, the EMD amount of the H2 bidder will be refunded through the process mentioned above.

5.12. Bid Evaluation

The bidder needs to fulfil the following requirements to qualify for the Technical Evaluation Stage:

Sl.No.	Criteria	Document required
(i)	• The Bidder should be an enterprise firm incorporated in India or International level but must have an office located in India and operating for at least last 5 (Five) complete Financial Years.	a) Certificate of Incorporation in case of company along with Articles of Association and Memorandum of Association and Certificate of Enlistment / Trade License. b) In case of Sole Proprietorship bidder needs to submit Certificate of Enlistment / Trade License. c) In case of JV the Lead member should be incorporated in India and operating for at least last five complete Financial Years. The Lead member should have a stake of 51% and will be held responsible in all respect for execution of the mentioned work. The Lead partner of the JV can submit their bid only after constituting JV with the other partner. Minimum share of any member of JV shall not be less than 10%.
(ii)	• The bidder should have completed at least one similar nature of consultancy work related to the project works for which e-RFP is invited. • Only those entity/bidders should apply whose audited turnover is not less than Rs. 5.0 (Five) Crores nominally can participate in this bid process. • Without the above minimum experience Proposal(s) or bidders shall be rejected outright and will not be taken up for technical evaluation.	Bidders Kindly Note: a) Credential Certificate issued by the Executive Engineer or equivalent or competent authority of a State/Central Government, State Central Government undertaking, Statutory/ Autonomous bodies constituted by the Central/State stature, on the completed/commissioned work will be taken as credential. b) Credentials for Completed/Commissioned projects should be submitted as per the enclosed format in this RFP. c) Necessary Work Order, Agreements and Completion/Successful Commission Certificate should be submitted along with the technical bid. If Credentials are not submitted as a part of the Proposal(s) for this RFP it will not be considered for evaluation. d) Credentials for Completed (or 80% and above completion certificate) /Successful Commissioned project will be

Sl.No.	Criteria	Document required
		considered for evaluation. e) Credentials for bidder working as sub-contractors will not be considered for evaluation. If the projects have been executed as Joint Venture, then proper legal documents should be submitted mentioning the bidder was a partner of the venture and not a subcontractor. f) In case of JV/consortium each of the members in the JV/ consortium including the Lead member should have the minimum eligibility criteria as per applicability.
(iii)	<i>Power of Attorney for mentioning authorized signatories:</i>	a) A Registered Power of Attorney issued on Non- Judicial Paper Or b) A company Board Resolution mentioning the names of the authorized signatories c) In case of JV all the members should submit a power of attorney mentioning the Lead member as the authorized signatory for this tender.
(iv)	<i>Any debarred or blacklisted agency shall not be allowed to participate:</i>	a. An undertaking on Non-Judicial Stamp Paper stating the same, dated on or after the “RFP download starting date (online)”, must be submitted as per Appendix -5: Understating stating the Bidder is Not Blacklisted, debarred or terminated due to unsatisfactory performance or Bankruptcy. b. In case of JV all members should submit the undertaking.
(v)	Valid Scanned Copies of the following documents:	- Audit Balance Sheet (For last 3yrs). - Scanned Copy of one affidavit before notary shall have to be submitted mentioning the correctness of the documents and a declaration of a penalty/ debarment etc. faced by him under any Government/Semi Government/Autonomous Body /Institution through online at desired location. - Employees PF and ESI certificates with latest challan. - The average annual Turnover certificate issued by the auditor. - Scan copy of all declarations as per annexure. - Bank solvency certificate. - Technical Credential- Work Order, Completion (or 80% and above completion certificate), terms of contract and BOQ (if required) of the same work complying as per e-RFP. - Copy of EMD detail etc. - Bidder should note: In Case any document is not required in any particular state/country the bidder should provide an undertaking on its company letterhead duly signed by the authorized signatories mentioning it is not applicable in that particular state for its business. - In case of JV all members should submit the required

Sl.No.	Criteria	Document required
		documents.
(vi)	<i>The Bidder should have an average Annual Turnover as indicated below:</i> <i>Average Annual Turnover shall not be less than Rs.5.0Crore</i>	a) Copies of Balance Sheets and Profit & Loss Statements endorsed by the Statutory Auditor of the bidder for the last 3 financial years. b) In case of JV the Lead member should have minimum average turnover of Rs.2.5crores, and other partners shall have minimum average turnover Rs.1.25crores, and cumulative minimum average turnover of joint venture/ consortium shall be Rs.5.0crores. Average annual turnover means average turnover of immediate past consecutive 3 years.
(vii)	<i>The bidder should have a Registered Office in India</i>	a) Documentary Proof of having a registered office in India. b) In case of JV the Lead member should submit Documentary Proof of having a registered office in India.
(viii)	<i>GST Certificate</i>	a) GST Certificate b) Latest return challan. c) In case of JV the Lead member and all other members should submit the GST Certificate.
(ix)	<i>Professional Tax Registration Certificate</i>	a) Latest Professional tax paid Challan. b) P-TAX Enrolment Certificate. c) In case of JV the Lead member and all other members should submit the Professional Tax Registration Certificate.
(x)	<i>Income Tax Return Certificates for the last three Financial Year</i>	a) Income Tax Return Certificates for the last 3 financial years. b) In case of JV the Lead member and all other members should submit Income Tax Return Certificates for the last 3 financial years.
(xi)	<i>Trade License</i>	a) Valid Trade License, or In case Bidder fails to provide Trade License Bidder has to provide Letter of Approval from State/ Central Government along with supporting documents. b) In case of JV the Lead member and all other member should submit the Trade License.
(xii)	<i>PAN Card</i>	a) PAN Card b) In case of JV the Lead member and all other member should submit the PAN Card

In Case any document is not required in any state the bidder should provide an undertaking on its company letterhead duly signed by the authorized signatories mentioning it is not applicable in that state for its business.

5.13. Bid Evaluation Criteria:

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 work as mentioned below during the last 6 months ending last day of the month before the one in which bids are invited.

5.14. Technical Scoring Point Distribution:

5.14.1. Technical Scoring Point Distribution:

Agency must score Minimum Marks in each events

Sl. No.	Description	Max. Points
1	Specific experience of the consulting firm related to the Assignment	50
2	Other Special Qualities: Annual Turn Over and ISO Certified for Relevant works	10
3	Adequacy of the proposed work plan in response to ToR; Adequacy of Approach and Methodology; Team Composition, Work Plan & Technical Presentation.	15
4	Qualifications and competence of the key professional staff for the assignment	25
	TOTAL	100

5.14.2 Evaluation Criteria for Assessment of Relevant Experience of the Firm:

SlNo.	Criteria	Total points
1	Specific experience of the consulting firm related to the Assignment (including Similar Assignments) (valid documentary proof required)	50
a.	Experience in preparation of GIS based maps in last 10 years for the area of (i) not less than 48 sq.km. (for single project) or (ii) not less than 36 sq.km(each - for more than one project). For type (i) 48.0-100.0sq.km (for single project) = 7 point; For type (ii) 36.0 - 100.0sq.km(each - for more than one project): 7 points Above 100.0 - 200sq.km (each project): 8 points Above 200 - 300sq.km (each project): 9 points Above 300.0sq.km (each project): 10 points	10
b.	Experience in preparation of GIS based Spatial Planning Report (e.g. City Development Plan or CDP, Draft Development Plan or DDP, Master Plans, Land use Development and Control Plan or LUDCP, etc.) in last 10 years 100 sq km (each project): 3 points; 250 sqkm(each project): 4 points; 400 sqkm(each project): 5 points; 550 sqkm(each project): 6 points; 700 sqkm and above (each project): 7 points	10
a.	Experience in Plan formulation (or similar assignments) for minimum 100sqkm area using GIS database (as per Work Order and Completion Certificates) in last 10 years Completed three and above numbers of projects (10 points); Completed two numbers of project (9 points); Completed at least one including ongoing (80% completed) (7 point)	10
d.	Experience of conducting socio-economic/ household survey in last 10 years 5000 households (each project): 2 point 15000 households (each project): 3 points 25000 households (each project): 4 points	5

	35000 households and above (each project): 5 points (Scores for values falling between the above thresholds shall be determined by linear interpolation) <i>(Proof: Specific Relevant Mention of the Task in Scope of Work/ Description of Work - in Work Order/ Contract of Agreement/ Completion Certificate/ Credential Certificate)</i>	
e.	Experience in Traffic and Transportation Survey, Traffic Volume Count along arterial and sub-arterial roads in last 10 years (for the area minimum 50sqkm) 100 sqkm(each project): 2 points; 250 sqkm(each project): 3 points; 400 sqkm(each project): 4 points; 550sqkm(each project): 5 points; (Scores for values falling between the above thresholds shall be determined by linear interpolation) <i>(Proof: Specific Relevant Mention of the Task in Scope of Work/ Description of Work - in Work Order/ Contract of Agreement/ Completion Certificate/ Credential Certificate)</i>	5
2	Other Special Qualities	10
a	Individual Firm's (or JV/Consortium's aggregated) Average Annual Turnover (last three years) (1) 5.0 crores: 6 points; (2) 15.0 crores: 7 points; (3) 25.0 crores: 8 points; (Scores for values falling between the above thresholds shall be determined by linear interpolation)	8
b.	ISO Certified (in last 10 years) "Any one relevant with the present project experience towards the following: e.g. ISO 37101, ISO 37120, ISO 37123:2019 (Resilient Cities), ISO 37122:2019 (Smart Cities), and ISO 37120:2018 (City Services and Quality of Life), ISO 19152-5, and any other relevant to Planning for Sustainable cities, resilience, smart planning; Climate, energy, and environmental safeguards - etc.. ISO that are not relevant with the project goals and objective shall not be considered"	2
3	Adequacy of the proposed work plan in response to ToR (Documents shall be submitted for Technical Evaluation; Presentation to be held)	15
a.	Understanding the Terms of Reference <i>Key points: Brief of the Present TOR; Description in relation to the Experience of the Firm (GIS base survey and mapping, socio-economic survey and analysis, Transportation survey and analysis, Plan preparation and stakeholder consultations)</i>	3
b.	Site visit report/ appreciation report <i>Key points: Brief Description of Area of Interest with Map; Reconnaissance and Characteristics; Agency might add - Earlier Work Experience within the Area</i>	2
c.	Handling of the project with respect to GIS Data Base <i>Key points: Technical Presentation of GIS work; How the analysed GIS database shall be used in planning</i>	3
d.	Work Plan, Approach & Methodology- Overall <i>Key points: General Idea of the Work Plan and Methodology that shall be adopted; How the Manpower shall be deployed in each steps; How the experts shall contribute in those steps</i>	5
e.	Technical Presentation <i>Key points: Quality of Presentation; Sequence, Legibility of the ppt. and Promptness to the Query</i>	2

4	Qualifications and competence of the key professional staff for the assignment	25
A	Team Leader (Minimum: 6 point; Better Qualification: +1; Better Experience = +1)	8
B	Town Planning Expert (Minimum: 4 point; Better Qualification: +1; Better Experience = +1)	6
C	Two Numbers GIS Expert [Minimum: 4 point (i.e. 2 point each); Better Qualification/ Experience: +1 (i.e. 0.5 each)]	5
D	Utility Expert (Minimum: 2 point)	2
E	Transport Expert (Minimum: 2 point)	2
F	Socio-economic Expert (Minimum: 2 point)	2
	Total Score	100

SECTION-VI

General Terms and Conditions

6. GENERAL PROVISIONS

Definitions:

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

- I. “Applicable Law” means the laws and any other instruments having the force of law in India and West Bengal as they may be issued and in force from time to time.
- II. “Contract” means the contract signed by the parties to which these General Conditions of Contract are attached together with all the documents listed in Clause 1 of such signed Contract.
- III. “Effective Date” means the date on which this contract comes into force and effect pursuant to Clause CC.
- IV. “CC” means these General Conditions of Contract.
- V. “Government” means the Government of West Bengal.
- VI. “Currency” means Indian Rupees.
- VII. “Member”, in case the consultants consist of joint venture of more than one entity, means any of these entities and “Members” means all of these entities.
- VIII. “Personnel” means persons hired by the consultants or by any subconsultant employees and assigned to the performance of the service or any thereof, “foreign personnel” means such persons who at the time of being so hired had their domicile outside India. “Local Personnel” means such persons who at the time of being so hired had their domicile inside India, and “Key Personnel” means the personnel referred to in respective clause.
- IX. “Party” means the Employer or the Consultants as the case may be and parties mean both of them.
- X. “Services” means the work to be performed by the consultants pursuant to this contract for the purpose of the project.
- XI. “Sub-Consultant” means any entity to which the consultants sub-contract any part of the service in accordance with the provisions of Clause CC.
- XII. “Third Party” means any person or entity other than the Government the Employer, the consultants or a sub-consultant.
- XIII. The term applicant (the “Applicant”) means a single entity or a group of entities (the “Joint Venture (JV)” as the case may be, coming together to implement the Project. However, no Applicant applying individually or as a member of a Joint Venture, as the case may be, can be a member of another Joint Venture. The term Applicant used herein would apply to both a single entity and a Joint Venture.
- XIV. An Applicant should either be a company within the meaning of Companies Act, 2013 or duly incorporated under the relevant laws of its country of origin, or a registered partnership firm under Indian Partnership Act, 1932, or a limited liability partnership under Limited Liability Partnership Act, 2008, or a partnership firm registered under the relevant laws of its country of origin, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in this RFP. All other terms and conditions of the RFP remain unaltered.
- XV. The Applicant shall enclose with its Proposal, certificate(s) from its statutory auditors stating its Financial Capacity. In case the Applicant is a Joint Venture, the Proposal must be accompanied with the details of each Member and Associate of the Joint Venture whose Financial Capacity is considered for evaluation as provided in Clause. In the event that the Applicant 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 Applicant.
- XVI. **Additional information for submission of Proposal by Joint Venture**

- a) Maximum number of members for forming a Special Purpose Vehicle (SPV)/Joint venture (JV) is allowed as **2 (two)** only.
- b) The attributes to be evaluated will be the same as for individual contractors; however, certain parameters up to the specified limits have to be essentially met by both of the members of JV, cumulatively/collectively, some by the lead member, and some by the other member.
- c) Proposal should contain the information required for each Member of the Joint Venture.
 - (i) Members of the Joint Venture shall nominate one member as the lead member (the “**Lead Member**”), who shall have [majority or 51%] equity stake/voting rights in the Special Purpose Vehicle/Joint Venture. The nomination of the Lead Member shall be supported by a Power of Intent Attorney and submit a formal Letter of Intent to enter into the SPV/JV agreement, as per the formats set forth in Form-4A, 4B & 4C, signed by all the other members of the Joint Venture;
 - (ii) The JV Agreement shall be in the name of the Lead member (/any name) JV. Minimum equity stake/voting rights of the lead member and of consortium/JV member of the JV shall not be less than 51% and 10%, respectively. The lead partner shall have both minimum of 50% of technical credibility and 50% of financial capability, as mentioned in the tender as per order of the Finance Department, Government of West Bengal. The consortium partner must have minimum of 25% of technical credential and 25% of financial credential as required in tender, but the SPV/JV as a whole shall have the required credibility, both technical and financial, **cumulatively/collectively**, as per tender. The JV Company shall be responsible and liable in all matters related to the project. The percentage stake of other members should also be stated in the JV agreement. In Case of any failure, the Lead member will be responsible to compensate the liquidated damages and penalties to KMDA in addition to all matters related to the project. The Lead Member of the JV must be registered and/or incorporated under appropriate laws of India.
 - (iii) In the event, the Joint Venture has been declared as the Selected Bidder and issued Letter of Award of contract, all Members of the Joint Venture shall sign the Concession Agreement with the Authority. In this regard, it is clarified that all the Members of the Joint Venture shall be jointly and severally responsible and liable towards the Authority to execute the Project during the Concession Period and irrespective of the failure of any particular Member of the Joint Venture, the Authority shall be entitled to call upon the Lead Member or other Member(s) of the Joint Venture to discharge the obligations of the Joint Venture;
 - (iv) The Proposal should include a brief description of the roles and responsibilities of each Member of the Joint Venture, particularly with reference to financial and technical obligations under the Concession Agreement;
 - (v) Members of the Joint Venture shall enter into a binding Joint Bidding Agreement (the “**Joint Bidding Agreement**”) for the purpose of submitting the Proposal. The Joint Bidding Agreement shall (as provided in Form-9 of Appendix-12), *inter alia*:
 - (i) in case the Joint Venture (JV) is declared as the Selected Bidder, ensure that its shareholding/ownership equity commitments are clearly set out, and state that the Joint Venture shall act through the Lead Member in accordance with this RFP, and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement and also open a current bank account jointly in the name of JV company and operate the same entire concession period in terms of the Concession Agreement ;
 - (ii) clearly outline the proposed roles and responsibilities of each Member at each stage, in the Joint Bidding Agreement;
 - (iii) commit the minimum equity shares to be held by each Member in the Joint Venture; and include a statement to the effect that all members of the Joint Venture shall during the Concession Period, subject to the provisions of the Concession Agreement, be liable jointly and severally for all obligations of the Concessionaire in relation to the Project.
- d) Except as provided under the bidding documents including the RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
- e) Joint Bidding Agreement should be submitted along with the Proposal. The Joint Bidding Agreement

entered into between the members of the Joint Venture should be specific to the Project and should fulfill the above requirements, failing which the Proposal shall be considered non-responsive.

- f) No change in the composition of Joint Venture will be allowed subsequent to the submission of the Proposal during the Selection Process.
- g) By submitting the Proposal, the Applicant shall be deemed to have acknowledged and agreed that in the event of a change in control or management of a Member or an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFP which adversely impacts the Project, the Applicant shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, at their discretion, disqualify the Applicant or withdraw the Letter of Award from the Selected Bidder, as the case may be. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority here-under or otherwise.

h) Disqualification:

Even if an applicant meets the eligibility criteria and Pre-Qualification Criteria, the bidder shall be subject to disqualification if he or any of the constituent partners is found to have:

1. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
2. Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of the contract of Joint Venture on account of reasons other than non-performance, such as the experienced partner (major partner) of JV pulling out;
3. On account of currency of debarment by any Government agency.

XVII. Right to reject any or all Proposals

Mis-representation/improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is a Joint Venture, then the entire Joint Venture may be disqualified / rejected.

XVIII. Number of Proposals

No Applicant or its Associate shall submit more than one Proposal for the Project. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any Joint Venture, as the case may be.

XIX. For the purpose of this RFP, the word 'Joint Venture' or JV, shall be treated as Joint Venture / Consortium

6.1 Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the employer and the consultants. The consultants, subject to this contract have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

6.2 Law Governing the Contract and the Jurisdiction of the Contract

The contract, its meaning and interpretation and the relation between the parties shall be governed by the applicable law and it shall be subjected to the jurisdiction of the courts of Kolkata.

6.3 Language

The contract shall be executed in English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract. All literatures and correspondence in connection with the tenders shall be in English.

6.4 Notices

Any notice request or consent required or permission to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such party at the addressed specified.

6.4.1 Notice will be deemed to be effective as follows: N.A

6.5 Authority of Member in charge

If the J.V is applicable in this RFP, then the consultant consists of a joint venture of more than one entity, the members shall authorize the entity specified to act on their behalf in exercising all the consultant's rights and obligations towards the employer under this contract, including without limitation the receiving of instructions and payments from the employer.

6.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the employer or the consultants may be taken or executed by the officials specified.

6.7 Taxes and Duties

The consultants shall pay all such taxes including service tax, duties, labour cess, fees or other imposition as may be levied under the applicable Law.

6.8 Security Deposit:

10% Security Deposit will be deducted from gross bill value of each and every running bill and from final bill without any upper ceiling limit. It may be noted that, this deduction will be made in concurrence with existing and relevant finance norms. Deposited EMD will be adjusted as part of Security Deposit. Refund of security Deposit will only be made after completion of works as well as defect liability period as applicable by the relevant law of Govt. of West Bengal.

This security deposit can be forfeited by KMDA in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for failure to provide any or all of the deliverables as per timeline mentioned in this RFP. Security Deposit shall remain valid for a period of **180 days** beyond the date of completion of all contractual obligations. Security Deposit shall be returned to the successful Consultant without interest only after satisfactory completion of all contractual obligations.

6.9 Sub-contract of Work:

The successful Consultant shall not assign or sub-contract the work of any part of it to any person or entity in any manner.

6.10 Security Deposit:

- (a) Security deposit at the rate of **10%** shall be deducted from each running account bill.
- (b) 2% EMD shall be adjusted with security deposit.
- (c) Security deposit shall be refunded after approval of all the deliverables.

6.11 Damages Caused by the Consultant:

The Survey, Data collection and other works must be done in such a way as not to damage any property, existing structure or public utility services during work. All claims arising out of any damage to the existing structures or properties due to works of the contractor shall be borne by the consultant.

6.12 Failure to execute the Agreement after issue of Letter of Intent (LOI):

If the successful bidder fails to sign the Agreement in the format shared by KMDA within **15** days of issue of Letter of Intent from Tendering Authority of the Department of KMDA without any valid ground, then the EMD will be forfeited, the bid will stand cancelled.

6.13 Delay in Completion of Work:

In case the bidder fails to submit deliverables in time, a penalty at the rate of **1% per day** shall be levied on consultant and shall be deducted from the subsequent bills. The maximum penalty shall be **10% of the quoted price**.

6.14 Validity of Proposal(s):

The Proposal (s) and quotation by the bidders shall remain valid for a period of **180days** from the scheduled date of the closing date of Submission of the bid mentioned earlier. All prices quoted must be firm and valid for this period. All prices quoted shall not be affected by any escalation in prices of labour or materials, machinery, equipment, etc. or in rupee (INR) exchange rate during the price validity period.

6.15 Suspension:

The employer may by written notice of suspension to the consultants suspend all payments to the consultants hereunder if the consultants fail to perform any of their obligations under this contract, including the carrying out of the services, provided that such notice of suspension shall

- (i) Specify the nature of the failure and
- (ii) Request the consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the consultants of such notice or suspension.

6.16 Deliverables in Editable Format

In addition to printed copies and PDF documents, the Consultant shall submit all source files in editable formats as decided by the Engineer/ Planner in Charge.

All files shall be properly organized with metadata (if applicable) and indexing for future use by KMDA.

6.17 Intellectual Property Rights

All reports, documents, databases, maps, GIS layers, graphics, models, presentations, analytical outputs, software scripts, source files and any other materials prepared under this assignment shall become the exclusive property of KMDA.

The Consultant shall have no ownership rights over any deliverable prepared under the contract.

The Consultant shall neither publish nor use any material generated during the assignment without prior written approval of KMDA.

The consultant shall not refrain to submit any editable soft copy on account of the consultant's trade secret.

6.18 Confidentiality

All reports, maps, GIS databases, analyses, presentations, and other outputs generated under this assignment shall remain the exclusive property of KMDA. The Consultant shall not publish, reproduce, share, or use any information, data, or deliverables without prior written approval of KMDA.

The Consultant shall maintain strict confidentiality regarding all information received from KMDA or generated during the assignment.

No information shall be disclosed to any third party without prior written permission of KMDA.

The confidentiality obligation shall continue even after completion of the contract.

6.19 Ownership of Data

All data collected, compiled, digitized, processed or generated during the assignment shall remain the exclusive property of KMDA.

The Consultant shall hand over the complete database before submission of the Final Report.

6.20 Performance Standards

The Consultant shall perform the services with due diligence, efficiency, economy and in accordance with generally accepted professional planning and engineering practices.

The Consultant shall ensure that all recommendations are technically sound, evidence-based, implementable and consistent with applicable Acts, Rules, Policies and Government directions.

6.21 Extension of Time

Extension of time shall be granted only where delays are attributable to KMDA, Government directions, force majeure, or any other reasons beyond the control of the Consultant and accepted by KMDA.

6.22 Final Acceptance

The assignment shall be deemed complete only after:

- Submission of all editable files, GIS databases and source documents;
- Incorporation of all observations of KMDA and the Government; and
- Issue of the Completion Certificate by KMDA.

6.23 Defect Liability / Post-Submission Support

The Consultant shall provide technical support for a period of 90(ninety) days from the date of acceptance of the Final Report without any additional financial implication. During this period, the Consultant shall:

- Attend meetings convened by KMDA or the Government;
- Rectify any errors or omissions noticed in the submitted deliverables.

6.24 Duplicate Resumes (CV) and Declaration by Proposed / Key Professionals

- If the same CV is submitted by 2 (two) or more bidding consultancy firms for this assignment, that CV shall be awarded zero (0) marks in all such proposals.
- Every Key Professional shall certify in the prescribed CV that she/he has not provided consent to any other Consultancy firm for submission of his/her CV for the same assignment.

- If it is established that any Key Professional has knowingly provided consent to more than one Consultancy firm for the same assignment, such person shall be debarred by the Client / Authority from participating in any consultancy assignment of the Client / Authority for a period of 2 (two) years.

6.25 Termination:

i) By the employer

The employer may be not less than thirty (30) days written notice of termination to the consultants (except in the events listed in para (e) below, for which there shall be a written notice of not less than sixty (60) days such notice to be given after the occurrence of any of the events specified in paragraph (a) through (e) of this Clause terminate this contract.

- (a) If the consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to the Clause, as mentioned. herein above within thirty (30) days of receipt of such notice of suspension or within such further period as the employer may have subsequently approved in writing.
- (b) If the consultants become (or if the consultants consist of more than one entity, if any of their 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 consultants submit to the employer a statement which has a material effect on the rights obligations or interests of the employer and which the consultants know to be raise'
- (d) If, as a result of Force Majeure, the consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days or;
- (e) If the employer, in its sole discretion and for any reason whatsoever, decided to terminate this contract.

ii) By the Consultants

The consultant may, by not less than thirty (30) day's written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (i) and (ii) of this Clause, terminate this contract.

- (i) If the employer is in material breaches of its obligations pursuant to this contract and has not remedied the same within forty-five (45) days (or such longer period as the consultants may have subsequently approved in writing) following the receipt by the employer of the consultant's notice specifying such breach.
- (ii) If, as a result of Force Majeure, the consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days.

(iii) Authorized Representatives:

Any action required or permitted to be taken and any document required or permitted to be executed under the Contract by the TIA or UD & MA Department or the Bidder may be taken or executed by the officials authorized for the purpose.

(iv) Settlement of Dispute:

Any dispute between the parties arising out of this RFP Document, relating thereto, or arising there from will be settled in the court of law having jurisdiction provided that such recourse shall not be resorted to without exhausting all other reasonable avenues of redress. The proceedings will be

conducted in English. The language of the proceedings and the Award will be in English. Each party will pay its own costs. Courts at Kolkata will alone, to the exclusion of all other Courts, have jurisdiction over all matters between the parties arising out of the present RFP Document or relating thereto.

6.26 Force Majeure:

(i) Definition:

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.

(ii) 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.

6.27 OBLIGATIONS OF THE CONSULTANTS:

A. Standard of Performance

The consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The consultants shall always act in respect of any matter relating to the contract or to the services, as faithful advisers of the employer and shall at all times support and safeguard the employer's legitimate interests in any dealings with sub-consultants or third parties.

B. Conflict of Interests:

- The failure on the part of the successful bidder to perform any of its obligations or comply with any of the terms of this Tender shall constitute an Event of Default on the part of the successful bidder. The events of default as mentioned above may include, inter-alia, the following:
- The successful bidder has failed to perform any instructions or directives issued by the KMDA or the UD & MA Department which it deems proper and necessary to execute the scope of work under the tender, or
- The successful bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by KMDA, despite being served with a default notice which laid down the specific deviance on the part of the successful bidder to comply with any stipulations or standards as laid down by KMDA or
- The successful bidder has failed to conform with any of the specifications as set out in the tender or has failed to adhere to any amended direction, modification or clarification as issued by KMDA and which KMDA deems proper and necessary for the execution of the scope of work under this tender;
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the successful bidder.
- The successful bidder or its team has failed to comply with or is in breach or contravention of any applicable laws.
- The successful bidder has failed to comply with any terms and conditions of this tender.
- Misrepresentation of facts at any point of time.
- In the event of any default by the successful bidder as stated above, KMDA will issue a Notice to the bidder in writing setting out specific defaults/ deviances/omissions. The successful bidder will need to remedy the default/ deviances/omissions committed within thirty (30) days of the receipt of the notice to the satisfaction of KMDA. In case, the successful bidder fails to remedy the default to the satisfaction of KMDA will be entitled to terminate the Agreement in full or in part KMDA will revoke the Performance Security/EMD, provided by the bidder. KMDA will not be required to refund any money received from the bidder.
- Upon termination of the Agreement, the KMDA also has the right to debar the Agency from participating in future works.
- If the agreement is terminated, then KMDA will take necessary action and no compensation will be paid to the bidder.

An Applicant shall not have a conflict of interest that may affect the Selection Process or the Project (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

The Authority require that the Concessionaire provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Concessionaire 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 the Authority.

Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant, its Joint Venture member (the "Member") or Associate (or any constituent thereof) and any other Applicant, provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Proposal as any other Applicant;
- (e) or such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Applicant; or
- (f) there is a conflict among this and other ongoing Projects of the Applicant (including its personnel of the proposed team) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Concessionaire will depend on the circumstances of each case. During the implementation of this Project, the Concessionaire shall not take up any Project that by its nature will result in conflict with the present Project; or
- (g) the Applicant, its Member or Associate (or any constituent thereof) for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the Applicant, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RfP, Associate means, in relation to the Applicant, a person who controls, is controlled

by, or is under the common control with such Applicant (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract. For the avoidance of doubt, an entity affiliated with the Concessionaire shall include a partner in the Concessionaire’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Concessionaire, as the case maybe, and any Associate thereof.

C. Reporting Obligations:

The consultants shall submit to the employer the reports and documents specified in Terms of Reference hereto in the numbers and within the time periods set forth in the said Terms of Reference.

D. Documents prepared by the Consultants to the property of the Employer:

All survey, details, maps, plans, drawings, specifications, designs, reports and other documents (Soft copy and Hard copy) prepared by the consultants in performing the services shall become and remain the property of the employer and the consultants shall not later than upon termination or expiration of this contract, deliver all such documents to the employer, together with a detailed inventory thereof. The consultants may retain a copy of such documents. The consultant shall however not use these documents for any purposes to any agency other than the employer without prior written approval of the employer.

E. Equipment and Materials furnished by the employer/Software also:

Equipment and materials and all related software copies made available to the consultants by the employer or purchased by the consultants with funds provided by the employer, shall be the property of the employer and shall be marked accordingly. Upon termination or expiration of this contract the consultants shall make available to the employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the employer’s instructions. While in possession in such equipment and materials and all software copies, the consultants, unless otherwise instructed by the employers in writing shall insure them at the expense of the employer in an amount equal to their full replacement value.

F. Warranty for the Work:

- The successful bidder warrants that all work under this Agreement will be performed with promptness and diligence and will be executed in a workman like and professional manner, in accordance with the practices and high professional standards used in well-managed operational procedure for performing work similar to the work under this tender document.

G. Insurance:

Successful bidder shall, during the entire project period, at its sole cost and expense, obtain and maintain in full force and effect, adequate standard forms of insurance which are mandatorily to be maintained as per the applicable laws.

6.28 Terms of Payment:

Payment will be made component-wise on delivery of components as noted in the Terms of Reference. Selected Consultant will submit the bill along with signed certificate of delivery of component from appropriate authority of KMDA. Payment will be made within a reasonable period subject to availability of fund.

6.29 Limitation of Liability:

In no case, the consultant’s liability shall exceed the contract amount / consultancy fees received during the contract period.

6.30 The Contract Agreement:

The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of the Contract Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a. Form of Agreement,
- b. Letter of Intent/Award of Contract,
- c. Corrigendum, Addendum & reply of pre-bid queries,
- d. Terms of References,
- e. General Condition of Contract,
- f. Key Personnel,
- g. Annexures of Agreement,
- h. RfP and other documents,
- i. Notice Inviting Request for Proposal,
- j. Financial Proposal,
- k. Other Documents as agreed upon

- **Note:**

Agency shall carryout the assignment bound by the clauses of West Bengal Form No. 1 and West Bengal Form No. 2911 of Finance Department, GoWB or any other relevant West Bengal Government Orderfor the clauses that are not specified in this RfP.

Section-VII:

Appendix-1

Letter of Proposal(s)/Covering Letter

(On Applicant's letter head) (Date and Reference)

Memo. No.

Date:

To,
The Superintending Engineer,
CRS Circle, E&AM Sector,
Kolkata Metropolitan Development Authority,
Block – A, 8th Floor, Unnayan Bhavan,
Salt Lake City, Kolkata – 700 091

Sub.: Appointment of Consultants for Preparation of GIS based maps and Planning Report for area of 120sqkm (approx) Sonarpur Panchayat Samity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C(P&D) Act, 1979

Ref.: Your tender ID no.: dated

Dear Sir /Madam,

With reference to your RFP Document No.....dated....., I/We-----, having examined all relevant documents and understood their content, hereby submit our Financial Proposal(s) for selection as Consultants for assisting the Kolkata Metropolitan Development Authority (KMDA) for **Preparation of GIS based maps and Planning Report for area of 120sqkm (approx) Sonarpur Panchayat Samity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C(P&D) Act, 1979**

• **The Proposal (s) is unconditional and unqualified under the following reasons:**

1. I/We acknowledge that the Department will be relying on the information provided in the Proposal(s) and the documents accompanying the Proposal(s) for selection of the Technical Consultants and we certify that all information provided in the Proposal(s) and in the Appendix is true and correct and documents accompanying such Proposal(s) are true copies of their respective originals.
2. I/We acknowledge the right of the Department to reject our application without assigning any reason or otherwise waive our right to challenge the same on any account whatsoever.
3. I/We certify that in the last five years, we or any of our Associates have neither failed to perform any contract as evidenced by imposition of penalty by an arbitral or judicial Department or a judicial pronouncement or arbitration award against the Applicant or by any PSU (Public Sector Unit) nor have been expelled from any project or contract by any public Department or have had any contract terminated by any public Department for breach on our part.
4. I/We have not directly or indirectly or through an agent engaged in or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for Proposal (s) issued by or any agreement entered into with the Department or any Public Sector Enterprise or any Government, Central or State;
5. I/We hereby certify that we have taken steps to ensure that in conformity with the provision 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.

6. I/We understand that the Department may cancel the Selection Process at any time and that the Department is neither bound to accept any Proposal (s) nor to select the Consultant, [without incurring any liability to the Applicants].
7. 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 order passed by a regulatory Department 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.
8. 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.
9. I/We further certify that no investigation by a regulatory Department is pending either against us against our Ministry/ Principal Secretary/CEO or any State Mission Director / Secretary/ Managers / Employees.
10. I/We hereby irrevocably waive any right or remedy which we may have at any stage under law or howsoever otherwise arising to challenge or question any decision taken by the Department [and / or the Government of West Bengal] in connection with the selection of consultant or in connection with the Selection Process itself in respect of the above-mentioned job of valuation.
11. I/We agree and understand that the Proposal(s) is subject to the provision of the RFP document. In no case, shall I/We have any claim or right of whatsoever nature, if the appointment of Technical Consultant is not awarded to me / us or our Proposal(s) is not opened or rejected.
12. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal (s) and documents is attached herewith in Appendix - 6.
13. In the event of my / our firm being selected as the Transaction advisor, I/We agree and undertake to provide the services of Experts in accordance with the provisions of the RFP in the Terms of Reference and that the Experts shall be responsible for providing the agreed services himself and not through any other person or Associate.
14. I/We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Department or in respect of any matter arising out of or concerning or relating to Selection Process including the award of the job for Technical Consultants.
15. I/We agree that this offer shall remain valid for a period of 180 days from the date of submission and selection of the bidder.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.
17. In witness thereof, I/We submit this Proposal (s) under and in accordance with the terms of the RFP Document.

Yoursfaithfully,

For and on behalf of

(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant)

Company Seal

Appendix- 2
Statement of Legal Capacity

(To be forwarded on the each of the letter head of the Applicant in case of Joint Venture)

Ref:

Date:

**To,
The Superintending Engineer,
CRS Circle,E&AM Sector,
Kolkata Metropolitan Development Authority,
Block – A, 8th Floor, UnnayanBhavan,
Salt Lake City, Kolkata – 700 091**

Sub.: Appointment of Technical Consultants for assisting KMDA for Preparation of GIS based maps and Planning Report for area of 120sqkm (approx) SonarpurPanchayatSamity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C(P&D) Act, 1979

Ref.: **Your tender ID** **no.:** **dated**

Dear Sir/Madam,

I/We hereby confirm that I/We, the Applicant satisfy the terms and conditions laid down in the RPF document.

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

Yours faithfully,

For and on behalf of
(Signature, name and designation of the authorized signatory)

Appendix - 3

Declaration on Manpower Support
(To be forwarded on the letter head of the Applicant)

Ref:

Date:

To,
The Superintending Engineer,
CRS Circle, E&AM Sector,
Kolkata Metropolitan Development Authority,
Block – A, 8th Floor, Unnayan Bhavan,
Salt Lake City, Kolkata – 700 091

Sub.: Engagement of key personnel / Manpower viz., Project Manager, Senior GIS Specialists, Data Operators.

Ref.: Your tender ID no.: dated

Dear sir,

I/We hereby confirm that I/We, the Applicant have the following strength of key Personnel, who will be engaged in support of the project and will prepare the Total Bid Document/Request for Proposal(s)/Expression of Interest (EOI) for the clustered Projects as identified, in conformity with the Terms of Reference of the RFP document, as laid down.

Sl. No.	Name of the Key Personnel/Man power	Designation	Qualification	Experience in the relevant Field	e-mail ID and Contact No.

Yours faithfully,

For and on behalf of

(Signature, name and designation of the authorized signatory)

Appendix -4
Financial Capabilities of the Bidder

Name of the Firm:

(all figures are in ₹ Crores)

Year	Financial Year 2024-2025	Financial Year 2023-2024	Financial Year 2022-2023	Average of last 3 (three) years
Total Annual Turnover (in RS)				
Net worth				

Instructions:

1. The Bidder shall provide the Audited Annual Financial Statements of the corresponding years. Failure to do so would result in the Proposal being considered as non-responsive. In case the annual accounts for the latest financial year are not audited and therefore cannot make it available, the applicant shall give an undertaking, to this effect and the statutory auditor shall certify the same. In such case, the applicant shall provide the audited annual reports for five years preceding the year for which audited annual report is not being provided.
2. A certificate from Statutory Auditor or may be from any Chartered Account (CA) firm should be provided as supporting document certifying the Financial Pre-Qualification.

Note:

1. The financial year shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
2. For the purpose of this RfP, turnover ("the turnover") shall mean the average of annual revenues from execution of the projects during the preceding three financial years from the due date of submission of this bid. This shall not include capital grants/capital subsidies/donations/salaries/dividend/bonus /commission and interest income.
3. For the purposes of this RfP, net worth (the "Net Worth") shall mean:
 - (a) In case of Private Limited/Limited Companies incorporated under the Companies 1956 (or the Companies Act 2013) (or equivalent Act in case of Foreign bidder) shall mean the sum of subscribed and paid up equity and all reserves created out of the profits and securities premium account after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write- back of depreciation and amalgamation(as prescribed in the Companies Act 2013).
 - (b) In case of Partnership Firms means partners' capital plus reserve & surplus.
 - (c) In case of individuals, means sum of all assets less liability.
4. All entity, whether single or Joint Venture, must submit their Financial Statement in the given format, and submit necessary papers/documents in support, for verification.

Appendix- 5

Undertaking stating the bidder is not Blacklisted or Bankrupted

Date: *<insert date>*

Place: *<insert place>*

To,
The Superintending Engineer,
CRS Circle, E&AM Sector,
Kolkata Metropolitan Development Authority,
Block – A, 8th Floor, Unnayan Bhavan,
Salt Lake City, Kolkata – 700 091

Subject: Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted or debarred and terminated for unsatisfactory performance with any of the Government agencies

Dear Sir,

As required under the RfP of Kolkata Metropolitan Development Authority, titled: Request for Proposal (RfP) for **“Preparation of GIS based maps and Planning Report for area of 120sqkm (approx) Sonarpur Panchayat Samity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C(P&D) Act, 1979”**

“West Bengal” and Tender Reference Number: *<insert number>*, we would like to make the following disclosure:

We are not being under ineligibility for corrupt or fraudulent practices.

We were not blacklisted nor were any of the contract/services terminated with/by any of the Central/State Government Ministries/Affiliates or UT Government/PSU Organizations for projects in India or elsewhere during the last 5 years.

We have not been declared insolvent/ bankrupt or have not filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority in any country.

We have not been debarred or terminated for any unsatisfactory performance.

Yours truly,

<Signature>

<Insert Name> <Insert Designation>

Appendix- 6

Power of Attorney for Signing of Bid

(To be executed on Non-Judicial Stamp Paper of ₹100/- or of any appropriate value not less than ₹100/-)

POWER OF ATTORNEY

Know all men by these presents, We, _____ (name of Firm/Company) incorporated under the laws of India and having its registered office at _____ do hereby constitute, nominate, appoint and authorize Mr./Ms. _____ (name), son/daughter/wife of _____ and presently residing at _____ who is presently employed with/retained by us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Attorney"/"Authorized Representative") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid titled **"Preparation of GIS based maps and Planning Report for area of 120sqkm (approx) SonarpurPanchayatSamity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C(P&D) Act, 1979"**, a Request for Proposal (RfP) issued by the Kolkata Metropolitan Development Authority (the "KMDA") and subsequently for our selection as successful bidder including but not limited to signing of proposals and other documents and writings, participating in pre-bid meeting and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Authorization Agreement and undertaking consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of us Proposal for the said consultancy job and/or upon award thereof to us till the entering of the Agreement with the Authority.

AND, we do hereby 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 hereby 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 _____, 2021.

For (Signature, Name, Designation and Address)

Witnesses:

1) _____

2) _____

Notarised

Accepted (Signature, name designation and address of the Attorney)

Instructions regarding Power of Attorney:

1. 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.
2. Wherever required, the executants(s) should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Appendix-7

Pre-Bid Clarification Format

Bidders requiring specific points of clarification may communicate with KMDA within the specified time period mentioned in Section 1 of this RfP using the following format:

(The Bidder must submit the PDF version as well as Excel/Word format of the clarification)

Sl. No	Section Reference	Page No.	Statement of Clarification/ Deviation	Remarks

Appendix- 8
Agreement Format

Should this tender be accepted I / We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the KMDA or his successors in office the sums of money mentioned in the said conditions.

The sum of Rs.....* is herewith forwarded as earnest money the full value of which is to be absolutely forfeited to the KMDA or its successors in office, without prejudice to any other rights or remedies of the said KMDA or its successors in office, should I / We fail to commence the work specified in the above memorandum otherwise the said sum of Rs.....shall be detained by KMDA on account of the security deposit specified in Clause No. 1 of the said conditions of the contract.

* Give particulars and numbers

Dated, the day of 200 †

Witness ±

Address

Occupation

The above tender is hereby accepted by me on behalf of the KMDA

Dated, the day of 200 \$

† Signature of contractor before submission of tender

± Signature of Witness to Contractor's signature

\$ Signature of the officer by whom accepted

Appendix- 9

(Affidavit before Notary on a Stamp Paper of relevant value)

e-RfPNo :05/KMDA/CIVIL/SE(CRS)/E&AM OF 2026-27 , Dt. 27.08.2026

Tender ID:_____

I/we the undersigned is the individual /proprietor/Business partner/Authorized signatory etc. of the firm of _____.

1. I/we, the undersigned _____ of the firm do hereby declared that, all the submitted documents including statements uploaded in the tender are valid, genuine, true, correct & authenticate. The undersigned also hereby declared that neither our firm _____ & nor any constitute firm had been debarred/penalized/blacklisted by any Govt./Semi-Govt./Govt. Undertaking/Autonomous body (constituted under the State/Central statute)/ Statutory Bodies and Local Bodies ever.
2. That any information/Statements uploaded in the tender are appear to be false or concealed, the Bid may be rejected/cancelled at any stage of the tender and no objection / claim will be raised by the undersigned and the department may take any legal action against the firms/companies.
3. The undersigned would authorized and request any firm or Corporation or any institutions or person to furnish pertinent information as deemed necessary and /or as requested by department to verify this statements.
4. The undersigned understands that farther qualifying information may be requested and agree to furnish any such information at the request of the department.
5. That the undersigned declared that no other debarment or any other penalties are imposed by any local bodies or Govt. Organization on our Firm/ Company.
6. I / we do hereby certify that I shall bring all requisite technical personnel and /or plants/ testing machineries / equipment for all the items of works as per relevant IS / IRC codes of practice and as per BOQ and as per direction of the Engineer-in-Charge at the time of execution of work at site even if upon technical evaluation I am declared as “qualified” without having all the requisite technical personnel and /or plants/ testing machineries / equipment at the time of submission of tender.

Appendix- 10

DECLARATION BY THE TENDERER

e-RfPNo :05/KMDA/CIVIL/SE(CRS)/E&AM OF 2026-27 , Dt. 27.08.2026

Tender ID:_____

I / We have inspected the entire site of works and have made me / us fully acquainted with local conditions on and around the site of works. I / We shall be bound by the conditions laid down in the Request for Proposal, Special Terms & Conditions, Technical Specifications, General Specifications, scope of work, printed Tender **Form No. – I** KMDA, all Corrigendum's and Addendum's and all other documents uploaded before the last date of submission of RfP which will be the part & parcel of the Contract Document. I/We shall be bound to sign all hard copies of uploaded documents under the RfP, during execution of formal agreement. My / Our tenders is offered taking due consideration of all the stipulations of contract documents.

Full Address with Phone No
&
valid Email Id of Tenderer :

Name of the Tenderer:-

Signature of the Tender:-

APPENDIX-11

Form-4B

Power of Attorney for Lead Member of Joint Venture (On Non-Judicial Stamp Paper of Appropriate value)

Whereas the Authority has invited applications from interested parties for the **Proposal for Selection of Consultancy for the work of Preparation of GIS based maps and Planning Report for area of 120sqkm (approx) Sonarpur Panchayat Samity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C(P&D) Act, 1979**

Whereas, _____ and (collectively the “**Joint Venture**”) being Members of Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and the Authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's Proposal for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, _____ Having our registered office at _____,

We, _____ Having our registered office at _____,

M/s, _____ Having its registered office at _____,

(hereinafter collectively referred to as the Principals) do hereby irrevocably designate, nominate, constitute, appoint and authorize _____, having our registered office at _____, being one of the Members of the Joint Venture, as the Lead Member and true lawful attorney (with power to sub delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the Selection Process and, in the event the Joint Venture is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its Proposal for the Project, including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Applicants and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to the Proposal for the Project and/or upon award thereof till the Concession Agreement is entered into with CONSORTIUM /the Authority and the Selected Bidder as confirming party.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Joint Venture.

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

(Signature)

(Name & Title)

For.....

(Signature)

..... (Name & Title)

For.....

(Signature)

..... (Name & Title)

Witnesses:

1.

2.

.....(Executants)
(To be executed by all the Members of the Joint Venture)

Notes:

1. 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 executant(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 100 (hundred) and duly notarised by a notary public.

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.
4. Power of Attorney executed abroad should conform to the provisions of the Notaries Act, 1952 and the Indian Stamp Act, 1899.

APPENDIX-12

Form-4C

FORM OF LETTER OF INTENT BY CONSORTIUM /JV PARTNERS TO ENTER INTO CONSORTIUM /JV AGREEMENT

(On Non-judicial Stamp Paper of Appropriate value, if required as per laws of the country of the bidder, to be purchased in the Name of Joint Venture)

THIS LETTER OF INTENT signed on this day of Two Thousand and by a company within the meaning of the Companies Act, 2013/partnership firm within the meaning of the (Indian) Partnership Act, 1932/limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, and having its registered office/office at _____ (hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s _____, a company within the meaning of the Companies Act, 2013/partnership firm within the meaning of the (Indian) Partnership Act, 1932/limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, and having its registered office/office at _____ (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract in _____ Authority, hereinafter called "KMDA".

WHEREAS the Party No.1 and Party No.2 intend to enter into a Joint Venture Agreement.

AND WHEREAS KMDA invited bids for the work of **Proposal for Selection of Consultancy for the work of Preparation of GIS based maps and Planning Report for area of 120sqkm (approx) SonarpurPanchayatSamity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C(P&D) Act, 1979**, stipulated in the Bidding Documents.

AND WHEREAS ITB Eligibility Criteria forming part of the bidding documents, inter-alia, stipulates that two qualified partners, meeting the requirements of 'Qualification Requirement of the Bidder', as applicable may bid, provided, they submit a Letter of Intent to enter into Joint Venture Agreement and the Joint Venture Form shall be signed by the Partner-In-Charge so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract by entering into Joint Venture Agreement as per proforma submitted with the Bid which will be legally binding on all partners and all obligations hereunder.

AND WHEREAS KMDA invited bids for the works of **Proposal for Selection of Consultancy for the work of Preparation of GIS based maps and Planning Report for area of 120sqkm (approx) SonarpurPanchayatSamity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C(P&D) Act, 1979**

The above clause further states that this Letter of Intent shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to KMDA vide proposal No. dated by Party No.1 based on this Letter of Intent between all the parties; under these presents and the bid has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreement all the parties of this Letter of Intent do hereby declare and undertake:

1. In requirement of the award of the Contract by KMDA to the Joint Venture Partners, we, the Parties do hereby undertake that M/s _____, the Party No.1, shall act as lead member of the Joint Venture and further declare and confirm that we, the parties to the Joint Venture, shall jointly and severally be bound unto KMDA for the successful performance of the Contract and shall be fully liable in accordance with the Contract for which we shall enter into Joint Venture Agreement as per proforma submitted with the Bid which will be legally binding on all partners.
2. If the Contract is awarded to Joint Venture, then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) will be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if KMDA suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents will promptly make good such loss or damages caused to KMDA, on its demand without any demur. It shall not be necessary or obligatory for KMDA to proceed against lead Partner or the representatives before proceeding against or dealing with the other Party(s). KMDA can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to KMDA.
4. The financial liability of the Parties of the Deed of Undertaking to KMDA in the event of award of Contract on the Joint Venture, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth within the Deed of Undertaking, read in conjunction with their relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of the Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Letter of Intent that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix-I (to be suitably appended by the Parties along with this Letter of Intent in its bid). It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract in the event of award on Joint Venture.
6. It is also understood that this Letter of Intent is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract if awarded and that this Letter of Intent shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Letter of Intent or on the Joint Venture, other than the express provisions of the Contract.
7. This Letter of Intent shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Letter of Intent do hereby agree that we shall enter into Joint Venture Agreement as per proforma submitted with the Bid which will be legally binding on all partners and we shall be jointly and severally responsible for furnishing a Contract performance security deposit from a bank in favour of KMDA in the currency/currencies of the Contract.

9. It is further agreed that this Letter of Intent shall be irrevocable and shall form an integral part of the bid. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Letter of Intent have through their authorized representatives executed these presents and affixed Common Seal so their companies, on the day, month and year first mentioned above.

For Lead Partner (Party No.-
1) For and on behalf of
M/s

Common Seal of has
been affixed in my/ our
presence pursuant to
Board of Director's
Resolution dated

.....
Name.....
Designation.....
Signature.....
(Signature of
the authorized representative)

WITNESS:

I.....
II.....

For Party No.-2 For and on behalf
of M/s

Common Seal of has been
affixed in my/ our presence pursuant
to Board of Director's Resolution dated

.....
Name.....
Designation.....
Signature.....
(Signature of the authorized representative)

WITNESS:

I.....
II.....

APPENDIX-13

Form-5B

Financial Capacity of the Applicant (In case of Joint Venture/ Consortium)

ApplicantType	MemberCode	AnnualTurnover (Average of last 3year) (in Crores)	NetWorth (Average of last 3year) (in Crores)
Singleentity Applicant			
Joint Venture Member1			

* Morerows may be added as per requirement

Instructions:

1. The Applicant/its constituent Joint Venture Members shall attach copies of the balance sheets, financial statements and annual reports for 3 (Three) years preceding the Proposal Due Date. The financial statements shall:
 - (a) Reflect the financial situation of the Applicant or CONSORTIUM/JV Members and its/their Associates where the Applicant is relying on its financials;
 - (b) Be audited by a statutory auditor;
 - (c) Be complete, including all notes to the financial statements; and
 - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. For the purposes of this RFP, _____ shall be computed as per the formulation provided in Clause _____ of this RFP.
3. The Applicant shall provide a Statutory Certificate/Chartered Accountant Certificate specifying the Net Worth and also specifying the methodology adopted for calculating such Net Worth.

APPENDIX-14

Form-9

Format for Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the _____ day of _____.

BETWEEN

1. _____, a company/partnership/LLP/proprietorship incorporated/registered under [***] and having its registered office at _____ (hereinafter referred to as the "First Part", which expression shall, unless repugnant to the context, include its successors and permitted assigns);

AND

2. _____, a company/partnership/LLP/proprietorship incorporated/registered under [***] and having its registered office at _____ (hereinafter referred to as the "Second Part", which expression shall, unless repugnant to the context, include its successors and permitted assigns).

The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

(A) Kolkata Metropolitan Development Authority, under Urban Development and Municipal Affairs Department, Government of West Bengal, having its principal office _____ (hereinafter referred to as "KMDA", which expression shall include its administrators, successors and assigns) and the [Name of the Authority], having its principal office _____ (which expression shall include its administrators, successors and assigns) have invited Proposals (the "Proposal") by its Request for Proposal (the "RFP") for **Preparation of GIS based maps and Planning Report for area of 120sqkm (approx) SonarpurPanchayatSamity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C(P&D) Act, 1979** (the "Project").

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project.

(C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

The Parties do hereby irrevocably constitute a Joint Venture (the "Joint Venture") for the purposes of jointly participating in the Selection Process for the Project.

The Parties hereby undertake to participate in the Selection Process only through this Joint Venture and not individually and/or through any other Joint Venture constituted for this Project, either directly or indirectly or through any of their Associates.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to KMDA vide Proposal No. _____ dated _____ by Party No.1 based on this Undertaking between all the parties; under these presents and the bid, in accordance with the requirements of ITB and Eligibility Criteria, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

In requirement of the award of the Contract by KMDA to the Joint Venture Partners, we, the Parties do hereby undertake that M/s _____, the Party No.1, shall act as Lead Partner and further declare and confirm that we, the parties to the Joint Venture, shall jointly and severally be bound unto KMDA for the successful performance of the Contract and shall be fully responsible for the work.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the Selected Bidder and awarded the Project, it shall incorporate a Special Purpose Vehicle (the "SPV") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the State Government and the Authority for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead Member of the Joint Venture (the shareholding of the Lead Member should be at least 51% or majority shareholder) and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the duration of the Project.

(b) In case the Joint Venture is declared as the Selected Bidder, ensure that its shareholding/ownership equity commitments are clearly set out, and state that the Joint Venture shall act through the Lead Member in accordance with this RFP, and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement and also open a current bank account jointly in the name of CONSORTIUM /JV company and operate the same for the entire concession period in terms of the Concession Agreement.

(c) Party of the Second Part shall be responsible for _____.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till the expiry of the Concession Agreement. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under this Agreement.

It is further agreed that this Agreement shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till KMDA discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the parties do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

The financial liability of the Parties of this Agreement to KMDA, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Agreement.

6. Shareholding in the CONSORTIUM

The Parties agree that the proportion of shareholding among the Parties in the CONSORTIUM shall be as follows:

First Party: _____

Second Party: _____

The Parties shall ensure that the Parties shall:

(i) Collectively hold at least 51% (fifty-one percent) shareholding in the paid-up and subscribed equity of the Concessionaire/ CONSORTIUM until expiry of 3 (three) years from COD; and

(ii) Each of the Parties whose Technical Capacity and Financial Capacity was taken into consideration shall each hold 26% (twenty-six percent) shareholding in the paid-up and subscribed equity of the Concessionaire/ CONSORTIUM until expiry of 3 (three) years from COD.

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) Require any consent or approval not already obtained;

(ii) Violate any Applicable Law presently in effect and having applicability to it;

(iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrance or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it and shall be construed and interpreted in accordance with the provisions of the Agreement.

(d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved under and in accordance with the Concession Agreement. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the

Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Applicant, as the case may be.

9. Miscellaneous

Further, if KMDA suffers any loss or damage on account of any breach in the Agreement or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to KMDA, on its demand without any demur. It shall not be necessary or obligatory for KMDA to proceed against the Lead Partner before proceeding against or dealing with the other Party(s). KMDA can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to KMDA.

This Joint Bidding Agreement shall be governed by the laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	For and on behalf of
LEAD MEMBER by:	SECOND PART
(Signature) (Name)	(Signature) (Name)
(Designation)(Address)	(Designation)(Address)

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and, when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.

APPENDIX-15

(TO BE SUBMITTED IN FINANCIAL FOLDER/PACKET ONLY)

Form-3

Letter of Declaration

(The Letter of Declaration is to be submitted by EACH Member in case of Joint Venture.)

Date: __

Place: __

To,
The Superintending Engineer,
CRS Circle, E&AM Sector,
Kolkata Metropolitan Development Authority,
Block – A, 8th Floor, Unnayan Bhavan,
Salt Lake City, Kolkata – 700 091

Dear Sir/Madam,

Sub: Proposal for Selection of Consultancy for the work of Preparation of GIS based maps and Planning Report for area of 120sqkm (approx) Sonarpur Panchayat Samity (part) under the jurisdiction of Kolkata Metropolitan Planning Area (KMPA) for Land Use and Development Control Plan (LUDCP) under Section 31 of the WBT&C(P&D) Act, 1979

This has reference to the Proposal being submitted by _____ (mention the name of the Applicant/Lead Member of the Joint Venture), as a single entity/Lead Member of the Joint Venture comprising _____ (mention name(s) of the Members) in respect of Selection of Concessionaire for Development and Operation of Solid Waste Management System in response to the Request for Proposal (the "RFP") issued by the Authority.

We hereby confirm the following:

1. We _____ (name of the Applicant/Member furnishing the Letter of Declaration), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
 - For the purpose of all subsequent communications with the Authority, the Applicant shall be represented by _____ (mention name of the authorized representative of the Applicant/Lead Member);
 - The Joint Bidding Agreement has been signed between/among _____ (names of the Members), as members of the Joint Venture; and the Proposal is being submitted on behalf of the Joint Venture by _____ (name of the Lead Member).
2. We have satisfied ourselves regarding our role as _____ (here give a brief description of the role) in the Project as specified in the Proposal. If the Applicant/Joint Venture is awarded the Project, we shall perform our role as outlined in the Proposal to the best of our abilities. We

have examined the Proposal in detail and the commitments made in the same. We agree and undertake to abide by the Proposal and the commitments made therein.

3. We authorize _____ (name of the authorized representative of the Applicant/Lead Member), as the Lead Member and authorize the same to perform all tasks including, but not limited to, providing information, responding to enquiries, entering into contractual commitments, etc., on behalf of the Joint Venture, in respect of this Project.

4. {We understand that no change in the membership of the Joint Venture, in the role and form of responsibility of any Member, shall be permitted after submission of the Proposal. If any change in the membership of the Joint Venture is desired, it would need to be communicated to the Authority in writing for its approval. The Authority would reserve the right to reject such requests for a change of Joint Venture structure, if in its opinion, it would adversely affect the same.}

For and on behalf of:

[Signature]

(Authorised Representative and Signatory)

Name of the Person:

Designation:

APPENDIX-16

Form- 2 Particularsof the Applicant

1. Details of Applicant

- (a) Name:
 - (b) Country of incorporation and MOA/PAN:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/or commencement of business and GST certificate details:
-

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/communication for the Authority:

- (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
-

4. Particulars of the Authorized Signatory of the Applicant:

- (a) Name:
- (b) Designation:
- (c) Address:

(d) Phone Number:

5. In case of a Joint Venture:

- (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
- (b) A copy of the Joint Bidding Agreement should be attached to the Proposal.
- (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role	Percentage of equity in the Joint Venture
1.			
2.			
3.			
4.			

- (a) The following information shall also be provided for each Member of the Joint Venture:

Name of Applicant/Member of Joint Venture

	Criteria	Yes	No
(1)	Has the Applicant constituent of the Joint Venture been barred by the [Central/State] Government, or any entity controlled by it from participating in any project (BOT or otherwise)?		
(2)	If the answer to (1) is yes, does the bar subsist as on the Proposal Due Date?		
(3)	Has the Applicant/Joint Venture paid liquidated damages of more than 10% (ten per cent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the Last three years?		

2. A statement by the Applicant and each of the Members of its Joint Venture (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (attach extra sheets, if necessary).

APPENDIX-17

No Claim Certificate

(On company Letter-head)

Bidder's/Contractor's Name:

[Address and Contact Details]

Contract/Tender Reference No.:

To

The Executive Engineer _____

We have submitted and signed the final bill amounting to ₹_____ (Rupees _____ only) as final settlement due to us for the work of _____ under the above mentioned contract agreement.

On receipt of final bill amounts payable to us with this payment, we have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against E&AM Sector, KMDA, under the contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance till defect liability period.

Yours faithfully,

Signatures of Bidder's/Contractor's or

Officer authorized to sign the contract documents.

on behalf of the Bidder / Contractor

(Company Seal)

Date: _____

Form - I

General information of the bidder

(a) In case of Single Applicant:

(To be submitted on Company Letterhead)

Sl. No.	Criteria	Response Format	Details
1.	Name of the Firm	Name	To be filled by the bidder
2.	Type of Firm	1. Proprietorship Firm 2. Partnership Firm 3. Registered Company	To be filled by the bidder
3.	Registered address of the bidder	1. Registered Office address: 2. Telephone number: 3. e-mail ID: 4. Fax:	To be filled by the bidder
4.	Contact details	1. Details of contact person (name, designation, address etc.) 2. Communication address: 3. Mobile number: 4. e-mail ID: 5. Fax:	To be filled by the bidder
5.	Year and place of establishment of the Firm	1. Year of establishment 2. Place of establishment	To be filled by the bidder
6.	Similar projects executed by the Firm	Number of projects	To be filled by the bidder
7.	List of major clients with whom your organisation has been/is currently associated with	Name of the clients along with contact details	To be filled by the bidder
8.	Have a local representation/office in Kolkata	(Yes/No)	To be filled by the bidder
9.	If so, please give the address	Address and mention the number of years in operation from the local address	To be filled by the bidder

Authorised signatory of the bidder

Name:

Designation:

Address:

Telephone/mobile number:

Fax number:

Name of Firm:

Company Seal

(b) In case of Consortium:

(To be submitted on Company Letterhead of the Lead Partner)

Sl. No.	Criteria	Response Format	Details
1.	Name of the Members	All members of the consortium should be listed I. Name (lead partner) II. Name (another partner) III. Name (other partner, if any)	To be filled by the bidder
2.	Registered address of the members	For Lead Partner 1. Registered Office address: 2. Telephone number: 3. e-mail ID: 4. Fax: For Other Partner/s 1. Registered Office address: 2. Telephone number: 3. e-mail ID: 4. Fax:	To be filled by the bidder
4.	Contact details	1. Details of contact person (name, designation, address etc.) 2. Communication address: 3. Mobile number: 4. e-mail ID: 5. Fax:	To be filled by the bidder
5.	Does all the members of the Consortium has prior experience of working together in similar projects	(Yes/No)	To be filled by the bidder
6.	If yes then how many projects?	Number of Projects/ Not Applicable	To be filled by the bidder
7.	Similar projects executed by one of the Partner	Name of member of the JV/consortium Details of the project/s	To be filled by the bidder
8.	List of major clients with whom your organisation/s has been/is currently associated with	Name of the clients along with contact details	To be filled by the bidder
9.	Have a local representation/office in Kolkata	(Yes/No)	To be filled by the bidder
10.		Address and mention the number of	To be filled by the

Sl. No.	Criteria	Response Format	Details
	If so, please give the address	years in operation from the local address	bidder

Authorised signatory of the bidder

Name:

Designation:

Address:

Telephone/mobile number:

Fax number:

Name of Firm:

Company Seal

Form - II**Credentials of the bidder****Details of Projects eligible for Technical Pre-Qualification**

(Provide details for only those Projects showing the work credentials of the bidder, use separate sheet for each project)

Name of Applicant/Member of Consortium (In case of Consortium) Claiming the Project	
Experience: _____	
Claiming the minimum eligibility criteria based on _____ (quantity/amount)	
1.	Name of Project:
2.	Location of Project:
3.	Name of the Client:
4.	Client's Address & Telephone Number, Fax Number and e-mail ID of contact person:
5.	Project Cost (in ₹ Cr.):
6.	Nature of works and special features relevant to this project. (Details pertinent to the Technical Criteria of this RfP shall be submitted)
7.	Contract role (check one) ☐ Sole Contractor ☐ Consortium/Joint Venture ☐ Sub-Contractor
8.	a) Project Capacity: b) Your Company's share in the Project (%):
9.	Date of Award:
10.	Contract duration_____years_____Months
11.	Date of Completion:
12.	Whether completed in specified duration, if no, reason for delay
13.	Specified requirements
14.	Name and professional qualifications of applicant's Engineer-in-Charge of the work:
15.	Were there any penalties/fines/stop-notice/compensation/liquidated damages imposed? (Yes or No). If yes, give amount and explanation:

- a) Please repeat the above table for showcasing additional citations
- b) Each project should be furnished with an Agreement/Work Order and completion(or 80% and above completion certificate) /successful commission/ongoing Certificate from the client.

FORM-III**Format of Resume for Proposed/ Key Personnel****PHOTOGRAPH**

Name					
Proposed Position					
Date of Birth					
Years with Organization (if applicable)					
Nationality					
Mobile No.					
E mail id					
Education					
Degree (Specialization)	Institution			Year in which obtained	
Relevant Certification (if any)					
Employment record					
Employer	From	To	Position held and Description of duties		
Please give details of only those assignments that are relevant for the position for which the resource is being proposed)					
Client Name	Brief Description of assignment	Role of resource	Start Date	End Date	Specific Task Allotted

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. If awarded the Contract, I undertake to work with this Firm only on this assignment.

[Signature of expert member]

[Stamp and Signature of Authorized representative of Firm]**Date: DD/MM/YYYY****Full name of expert:** _____**Full name of authorized representative:** _____