

SECTION – I
REQUEST FOR PROPOSAL

For providing consultancy service for installation of Z-type steel sheet pile of size 400 mm x 185 mm x 8 mm at Barbhag Drainage Development Scheme in Nalbari District of Assam

1. The Brahmaputra Board (OWNER) is executing the work of construction of Barbhag Drainage Development Scheme in Nalbari District of Assam.
2. The purpose of this assignment is to provide service of expert solution for installation of Z-type steel sheet pile of size 400 mm x 185 mm x 8 mm in the cut-off under the foundation of the sluice regulator without resorting to underground dewatering to drawdown the water table.
3. Intended bidders are invited to submit Technical and Financial Proposals for consultancy services in respect of the above assignment.
4. The following documents are enclosed to enable bidders to submit proposal:
 - i. Supplementary Information for Consultants (Section-II).
 - ii. Terms of Reference (TOR) (Section-III).
 - iii. Formats for Technical and Financial Proposals.
 - iv. A Sample Form of Contract for Consultancy Services under which the services will be performed (Annex-I).

5. Submission of Proposals:

The proposals shall be submitted in two parts, viz, "Technical" and "Financial" and should follow the details given in the "Supplementary Information for Consultants".

- 5.1 The "Technical" and "Financial" proposals must be submitted in Two separate sealed envelopes with covering letters. The First Envelope marked "Technical Proposal" followed by the name of the assignment should include the description of the Firm / Organization, the Firm's general experience in the field of the assignment, the qualifications and competencies of the personnel proposed for the

assignment and the proposed work plan methodology and approach in response to the suggested Terms of Reference. The First Envelope should not contain any information pertaining to the quoted prices whatsoever. The Second Envelope marked "Financial Proposal" followed by the name of the assignment and indicating "DO NOT OPEN WITH TECHNICAL PROPOSAL" must also be sealed with sealing wax and should contain the detailed price offer for the consultancy services.

5.2 Both the sealed envelopes should again be placed in a sealed cover which will be received in the Office of the Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari, Assam Pin: 781337 up to 1400 Hrs (IST) on 18.12.2018. Offers received late, on any account and for any reason whatsoever, will not be considered.

5.3 If the office is closed in stipulated date and time due to unforeseen holiday, the tender will be received and opened on the next working day at the same place and time.

5.4 Any corrigendum /addendum/ errata in respect of the above assignment shall be made available only at the official web site *www.brahmaputraboard.gov.in*. No further press advertisement will be issued. Hence, prospective bidders are advised to visit Brahmaputra Board web site regularly for above purpose.

5.5 Clarification on any query:

- a) All clarification sought by any bidder in respect of any query should be addressed to the Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari.
- b) Only verbal clarification would be provided.
- c) A pre-bid meeting may be held at Nalbari Division, Brahmaputra Board, Nalbari on 11.12.2018 for intending bidders.

6. Opening of Proposal

The proposals (First Envelope containing Technical Proposal only) will be opened on 18.12.2018 at 1430 Hrs (IST) in the Office Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari, Assam in the presence of such bidders or their authorized representative who would like to attend the Bid Opening. It may be noted that the Second Envelope containing the Detailed Price Offer will be opened at 1430 Hrs (IST) on 21.12 2018 or a date to be notified after completion of Technical Evaluation.

7. Bid Evaluation

7.1 A two-stage procedure will be adopted in evaluating the proposals with the Technical Evaluation being completed prior to any Financial Proposals being opened. The Technical Proposals will be evaluated using the following criteria:

- a) Bidder's relevant past experience in the field related to execution of steel sheet piles in alluvial plains of Brahmaputra/Ganga basin (30 Marks)
- b) Bidder's field experience in construction of sluice/barrage involving installation of sheet piles in Brahmaputra/Ganga basin, (30 Marks)
- c) Bidder's familiarity with geology and geography of the area. (10 Marks)
- d) Adequacy of the proposed Methodology and Work Plan in response to the TOR (30 marks)

7.2 The competent authority of Brahmaputra Board may, at its discretion, call for additional information for seeking clarification from the bidder(s). Such information shall be supplied within the time frame set out by the authority. Else, the authority shall make its own reasonable assumption and do the evaluation accordingly.

7.3 The department reserves the right to reject any prospective application without assigning any reason and/or to restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

7.4 Submission of consent letter from a professor in Engineering from IIT-Guwahati, having familiarity with geology and geography of the area, to associate himself in formulating the solution and preparation of the report is mandatory.

7.5 The bidders should submit up-to-date contractor's/Firm registration with Government of India / State Government department; Income Tax Clearance Certificate / PAN; GST Registration Certificate.

7.6 Bid incomplete in any form are liable to be rejected summarily.

Weightage assigned to each of the above criteria and evaluation methodology is enumerated as follows:-

8. Evaluation Methodology and Decision of Award of Contract:

8.1 Technical Qualification and Evaluation:

Sl. No.	PARTICULARS	Maximum Score
1	Bidder's relevant past experience in field of execution of steel sheet piles in alluvial plains of Brahmaputra/Ganga basin	30
(a)	Completed at least 3 (three) projects	30
(b)	Completed at least 2 (two) projects	25
(c)	Completed at least 1 (one) project	20
2	Bidder's field experience in construction of sluice/barrage involving installation of sheet piles in Brahmaputra/Ganga basin	30
(a)	Completed at least 3 (three) projects	30
(b)	Completed at least 2 (two) projects	25
(c)	Completed at least 1 (one) project	20
3	Bidder's familiarity with geology and geography of the area	10
4	Adequacy of the proposed methodology and work plan in response to the Terms of Reference	30
(a)	Adequacy in approach for meeting all elements of scope of work	15
(b)	Methodology of the proposed assignment	10
(c)	Adequacy in meeting the time schedule	5

8.2 Bidders securing a minimum of 60% of marks in technical evaluation and fulfilling the criterion 7.4 and 7.5 of 'Bid Evaluation' shall be considered technically responsive.

8.3 Financial Proposals of only such bidders will be opened whose offers have been declared 'Technically Qualified'. Financial Proposal of other Bidders will be returned unopened. The Financial Proposals of Technically qualified Bidders will be opened after evaluation of the Technical Proposals.

8.4 For comparison of the combined Technical and Price Score of all bidders, following formula will be used:

Total Score = (Technical Score x 0.70) + (LP/FP x 100) x0.30

Where LP is the lowest price of the group of bidders being considered and FP is the price of the bidder being evaluated.

9. The documents mentioned above, including this covering will form the Tender Documents. Each of the above documents and also other documents to be submitted by the bidder as per the tender requirements are to be submitted duly stamped & signed on each page by the bidder or his accredited representative as a token of acceptance, which shall constitute the bid. The bid is to be submitted in a sealed envelope with all referred superscription i.e. the name of the assignment/work, Bidders Name & Address.

10. Contract Performance Guarantee (CPG):

In the event of an award, the successful Bidder (Consultant), within seven days of receipt of the Letter of Award from the OWNER, will be required to arrange submission of the CPG in the form of a Bank Guarantee (BG) EQUIVALENT TO 10% (Ten Percent) of the contract consideration. The CPG/BG shall as per proforma (will be given to the successful bidder) and kept valid upto the completion of the assignment.

11. Basis of Price Offer:

The Price Offer shall be for the assignment and the Terms of Reference and shall remain FIRM throughout the period of contract. Quoted Price will be on a lump sum basis inclusive of all travel, stay, all taxes / duties, out of pocket expenses, cost of producing documents etc. and the OWNER will not be required to pay and/or reimburse anything over and above the price quoted. The OWNER reserves the right to ask the bidder to justify and establish price/rate reasonableness. In the event of an award of contract, income tax and/or other taxes will be deducted by the OWNER at source as per law and Tax Deduction at Source Certificate shall be issued to the Consultant by the OWNER.

12. Time Schedule/Completion Period:

The assignment is scheduled to be completed as per the Terms of Reference of work within a total period of 35 days from the date issue of the Letter of Award.

13. Signing of Formal Contract Agreement

The successful Bidder shall be required to enter into a Contract Agreement with the OWNER within 7(seven) days from the date of the Letter of Award (LOA) or within such extended time as may be granted by the Owner. The Owner shall provide the pro-forma of this consultancy/Contract Agreement.

14. Validity of Bid

Bid shall be valid up to 90 (Ninety) days for acceptance from the date of opening of the Technical Proposals.

15. Earnest Money Deposit:

An Earnest Money Deposit (EMD) of Indian Rs.10,000.00 (Rupees ten thousand only) in the form of a Demand Draft pledged to “Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari, Assam” payable at Nalbari, shall accompany the Technical Bid for the Consultancy Services Package. Bids received without EMD will be rejected outright. The EMD will be refunded to the successful Bidder, after signing of the Contract and submission of Contract Performance Guarantee. The EMD of all unsuccessful Bidders shall be returned within thirty (30) days of award signing of contract with the successful bidder.

16. Terms of Payment

Payments will be made by the Owner to the successful bidder herewith referred to as the Consultant in the following manner:

- (i) 40% of the Contract Value of this Consultancy - on submission of Draft report
- (ii) 30% of the Contract Value of this Consultancy on submission of Final report after complying to queries/observations by Brahmaputra Board
- (iii) 15% of the Contract Value of this Consultancy - after acceptance of Final report by Brahmaputra Board
- (iv) 15% of the Contract Value of this Consultancy – after successful implementation of the recommendations/suggestions of the Final report to the satisfaction of the Owner.

The Consultant shall submit the bills in triplicate to the Owner on the firm's printed bill forms indicating the work done during the period for which the payment is sought.

17. Cost of bid document:

This bid document can be obtained free of cost from the office of the Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari, Assam Pin: 781337. Bidders can download the document from the official website of Brahmaputra Board www.brahmaputraboard.gov.in .

SECTION - II

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

1.0 Brief Description of the Project:

The project site is located in Nalbari District of Assam. Its coordinates are Latitude 26.333223⁰ N and Longitude 91.4875995⁰ E. The project site is approachable by road.

The sluice regulator under Barbhag DDS is under construction over Suthajan, a perennial channel which has been diverted alongside the project area and out-falls in to Pagladiya river at about 1000 m downstream of the project area. Normal ground level in the area of about EL 43.00 m. Construction of the sluice regulator involves cut-off below foundation up to a depth of EL 31.20 m. RCC cut-off for 84.40 m length was constructed up to a depth of EL 36.00 m in the upstream zone of the sluice as per design. Remaining cut-off in the downstream zone could not be constructed due to quicksand condition at bed level below EL 39.00 m. Now the remaining about 120 m cut-off needs to be constructed from EL 39.00 m to EL 31.20 m using Z-type steel sheet pile of size 400 mm x 185 mm x 8 mm. As per sub-surface soil survey carried out in the vicinity of the project site, soil strata is generally sandy with mixed clay.

2.0 Eligibility:

Civil Engineers/Engineering Firms/ Engineering consultant/Agency who fulfil the following requirements shall be eligible to apply :

- a) The bidder shall be practising Civil Engineer/Engineering Firm/ Engineering consultant/Agency dealing in the field of installation of steel sheet piles
- b) The bidder should have field experience of such works in alluvial plains of Brahmaputra/Ganga basin; or should have field experience in construction of sluice/barrage in alluvial plains of Brahmaputra/Ganga basin
- c) The bidder should be familiar with geology and geography of the area.

3.0 Service to be provided:

- a) To visit the project site for on-spot assessment of the ground situation and to suggest practical solution for driving of sheet pile as per drawing up to EL 31.20 m including excavation up to EL 39.00 m.

- b) To engage a professor in Engineering from IIT-Guwahati, having familiarity with geology and geography of the area, in formulating the solution and to submit a detailed report on the solution
- c) The solution shall be formulated with application of easily available latest technology
- d) The solution shall be formulated without involvement of any specialized dewatering for drawdown of groundwater table
- e) To evaluate the cost of excavation and driving of sheet piles as per design, without involvement of specialized dewatering.
- f) To assess likely period of execution of the work as per suggested solution and prepare bar-chart/detailed work plan to achieve target for completion
- g) To submit report with clear suggestion and detailed explanation of the suggested solution as per requirement of the assignment. Report shall be prepared in English and at least 10 (ten) sets of Final report shall be submitted.
- h) To supervise execution of the work periodically or as and when required by the executing agency, and suggest practical solution to any critical situation that may be encountered during progress of the work.

4.0 Clarification on any query:

- a) All clarification sought by any bidder in respect of any query should be addressed to the Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari.
- b) Only verbal clarification would be provided.
- c) A pre-bid meeting may be held at Nalbari Division, Brahmaputra Board, Nalbari on 11.12.2018 for intending bidders.

5.0 General Information to bidders:

- a) Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub- soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid.
- b) A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.

- c) This notice inviting bid and all documents submitted by the bidder shall form a part of the contract document.

6.0 Declaration by bidder

Declaration shall be made by the bidder stating “I/ We hereby declare that I/ we have carefully gone through the above terms and conditions and I/ we hereby agree to abide by the above terms and conditions and also to sign an agreement in the event of our selection”.

7.0 Proposals

Proposals will be evaluated according to criteria given in the tender document and should include the following information:

7.1 With Technical Proposals:

- a) A brief description of the firm (including joint venture consortium member) and an outline of the relevant past experience on assignments / projects of similar nature executed during the last 10 years in the format given in Form F-1.
- b) Any comments or suggestions of the consultant on the Terms of reference as given in Form F-2.
- c) A description of the manner in which consultants would plan to execute the work viz. work plan, time schedule and approach / methodology proposed for carrying out the required work along with bar chart.

7.2 With Financial Proposals:

All payments pursuant to the cost of providing the consultancy service shall be made in Indian Rupees Financial proposal may be submitted on the lump sum basis. Envelope with financial proposals shall contain the details of cost and should include the information as given in Form F-3 & F-4.

SECTION - III

TERMS OF REFERENCE

for

providing consultancy service for installation of Z-type steel sheet pile of size 400 mm x 185 mm x 8 mm at Barbhag Drainage Development Scheme in Nalbari District of Assam, India.

1.0 Objective

The Brahmaputra Board (OWNER) is executing the work of construction of Sluice Regulator under Barbhag Drainage Development Scheme in Nalbari District of Assam. The purpose of this assignment is to provide consultancy service for installation of Z-type steel sheet pile of size 400 mm x 185 mm x 8 mm in the cut-off under the foundation of the sluice regulator without resorting to underground dewatering to drawdown the water table. The scope of work shall include necessary advisory services for the entire duration of the assignment.

2.0 Outline of the task to be carried out

The consultants shall carry out the following tasks:-

- a) Visit the project site for on-spot assessment of the ground situation and get familiarize with details of the project.
- b) Suggest practical solution for driving of sheet pile as per drawing up to EL 31.20 m including excavation up to EL 39.00 m without resorting to any specialized dewatering to drawdown of ground water table in the area
- c) Engage a professor in Engineering from IIT-Guwahati, having familiarity with geology and geography of the area, in formulating the solution
- d) Formulate a solution with application of easily available latest technology
- e) Evaluate the cost of excavation and driving of sheet piles as per design, without involvement of specialized dewatering.
- f) Assess likely period of execution of the work as per suggested solution and prepare bar-chart/detailed work plan to achieve target for completion
- g) To supervise execution of the work periodically or as and when required by the executing agency, and suggest practical solution to any critical situation that may be encountered during progress of the work.
- h) Submit reports making clear suggestion as per objective of the assignment

- i) All other activities as would be required for successful completion of construction of foundation of the sluice regulator.

3.0 Schedule for Completion of the Tasks

Bidder shall start the assignment within 7 days of final award of the service and submit draft report of the service within 15 days of final award of service for review by the competent authority in Brahmaputra Board. After review of the draft report, the final report shall be submitted within 15 days of receipt of comments, if any. The assignment is deemed to have completed after rendering of supervision/guidance that may be required from time to time during execution of the foundation work.

4.0 Inputs to be provided by Brahmaputra Board:

- a) Location map of the project
- b) Geo-technical investigation report of the project
- c) Plan of cut-off under foundation
- d) Sectional drawing of foundation showing sheet pile cut-off
- e) Spot levels of the current general surface profile of the project area

Brahmaputra Board official will accompany the consultant to the project site for general acquaintance of the project, if so desired by the consultant. Consultants shall have to arrange the logistics for this purpose at their own cost.

5.0 Experience:

The consultant must have sufficient experience in the relevant field of installation of steel sheet pile in river/channel bed/sluice/barrage in alluvial river basin. Consultant shall be required to attach credential certificate(s) from their clients in support of their experience.

FORM NO. F-1

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED
DURING LAST 10 YEARS**

SL. No.	Name Assignment (Brief Scope)	Name of project	Owner of sponsoring	Cost assignment	Date of Commencement	Date of Compl- etion	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8

The firm should also give details of the ongoing similar assignment in the above format along with certificate of satisfactory completion of assignments from project authority concerned.

Signature: _____
Full Name : _____
and address: _____

FORM NO. F-2

COMMENTS/SUGGESTIONS OF CONSULTANT

On the terms of reference

- 1.
- 2.
- 3.

Signature _____

Full Name _____

and address _____

FORM NO. F-3

(To be submitted with Financial Offer in Second Envelope)

From:

To:

Sir,

Price Bid for providing consultancy service for installation of Z-type steel sheet pile of size 400 mm x 185 mm x 8 mm at Barbhag Drainage Development Scheme in Nalbari District of Assam - Regarding

I/we _____

consultant/consultancy firm herewith enclose Financial proposal for selection of my/our firm as consultant for for providing consultancy service for installation of Z-type steel sheet pile of size 400 mm x 185 mm x 8 mm at Barbhag Drainage Development Scheme in Nalbari District of Assam

Yours Faithfully

Signature: _____

Full Name: _____

And Address: _____

FORM NO. F-4

SCHEDULE OF PRICE BID

(To be submitted with Financial Offer in Second Envelope)

Consultancy services for the assignment as given in the Terms of Reference enclosed to the Bid Document.

Item	Lump Sum Amount	
	In figures	In words
Providing consultancy service for installation of Z-type steel sheet pile of size 400 mm x 185 mm x 8 mm at Barbhag Drainage Development Scheme in Nalbari District of Assam		
Total		

- Note: 1. The lump sum price should include overhead/ out of pocket expenses, travel, Boarding, lodging, visits to site etc. inclusive of all Taxes and Duties.
2. The prices shall remain FIRM till completion of the Assignment

Signature: _____

Full Name: _____

And Address: _____

CONTRACT FOR CONSULTANTS' SERVICES

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made the----- day of the ------month of 2018, between, on the one hand Brahmaputra Board (hereinafter called the "Owner") and, on the other hand, (hereinafter called the "Consultants"). liable to the Owner for all the Consultants' obligations under this Contract, namely, and... (hereinafter called the "Consultants").

WHEREAS:-

The Owner intend to hire consultant for providing consultancy service for installation of Z-type steel sheet pile of size 400 mm x 185 mm x 8 mm at Barbhag Drainage Development Scheme in Nalbari District of Assam

- (A) The Owner has requested the Consultants to provide certain consulting services required for the Project as defined hereinafter (hereinafter called the "Services");
- (B) The Consultants, having represented to the Owner that they have the required professional skills, personnel and technical resources have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

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

- a) "Applicable Law" means the laws and any other instruments having the force of law in the State Assam, as they may be issued and in force from time to time;
- b) "Contract" means this Contract together with all Appendices/ Attachments and including all modifications made, in accordance with the provisions of Clauses 2.6 hereof between the owner and the Consultants.
- c) "Effective Date" means the date on which this Contract comes force and effect pursuant to Clause 2.1 hereof;
- d) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;

- e) "Party" means the Owner or the Consultants as the case may be:
- f) "Project" means Barbhag Drainage Development Scheme in Nalbari District of Assam
- g) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project;
- h) "Third Party" means any person or entity other than the Government, the Owner, the Consultants or a Consultant.

1.2 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 Owner 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.

1.3 Law Governing Contract

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

1.4 Notices

1.4.1 Any notice, request or consent required or permitted 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 authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email or facsimile to such Party at the following address:

For the Owner: _____

Attention:
 Email:
 Facsimile:

For the Consultants:
 Attention:
 Email:
 Facsimile:

1.5 Authorised Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (a) on behalf of the Owner by _____ or his designated representative;
- (b) on behalf of the Consultants by _____ or his designated representative.

1.6 Taxes and Duties

The consultants shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Owner shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract:

This Contract shall come into force and effect on the date (the "Effective Date") of the Owner's notice to the Consultants confirming that the following conditions have been met:

- (a) This Contract has been approved by Owner.
- (b) Requisite Advance payment Bank Guarantee in the prescribed format has been submitted.

2.2 Termination of Contract for failure to become Effective:

If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services:

The Consultants shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the "Starting Date"), or on such date as the Parties may agree in writing.

2.4 Expiration of Contract:

Unless terminated earlier pursuant to Clause 2.9 hereof, this Contract shall terminate' when, pursuant to the provisions hereof, the Services have been completed and the payments have been made.

2.5 Entire Agreement:

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification:

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the parties has been obtained.

2.7 Force Majeure:

2.7.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

2.7.2 No Breach of Contract:

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

2.7.4 Extension of Time:

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

2.8 Suspension:

The Owner 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 (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding seven (7) days after receipt by the Consultants of such notice of suspension and shall invoke contract performance guarantee.

2.9 Termination:

2.9.1 By the Owner:

The Owner may, by not less than seven (7) days' written notice of termination to the Consultants (except in the event listed in paragraph (c) 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 paragraphs (a)- through (c) of this Clause 2.9.1, terminate this Contract:

(a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within seven (7) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;

(b) If, as the 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

(c) If the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease.

2.9.3. Cessation of Services:

Upon termination of this Contract by notice to pursuant to Clauses 2.9 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.9.4 Payment upon Termination:

Upon termination of this Contract pursuant to Clauses 2.9 hereof, the 'Owner shall make the following payments to the Consultants:

- (a) Remuneration pursuant to Clause 5 hereof for Services satisfactorily performed prior to the effective date of termination.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 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 techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering 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 this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests .

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law prevailing in the State of Assam and Meghalaya and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel and agents of the Consultants and any Sub consultants, comply with the Applicable Law prevailing in the State of Assam and Meghalaya.

3.1.3 Conflict of Interest

The consultant shall hold the Owner's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

3.1.4 Consultants not to benefit from Commission, Discounts etc.

The payment of the Consultant shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any

Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.1.5 Confidentiality:

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the Owner.

3.2 Reporting Obligations:

The Consultants shall submit to the Owner the reports and documents within the time periods set forth in the bid document, including any supporting data required by the Owner

3.3 Documents Prepared by the Consultants to Be the Property of the Owner:

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Owner, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory thereof. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Owner.

4. Obligations of The Owner:

4.1 Payment

In consideration of the Services performed by the Consultants under this Contract, the Owner shall make to the Consultants such payments and in such manner as is provided by Clause 5 of this contract.

5. Payment to the Consultants:

5.1 An all inclusive cost of services and ceiling contract value payable in Indian Rupees is set forth in bid document.

5.2 Mode of Payment

Payments will be made by the Owner to the consultant in the manner described in the bid document.

5.3 The Consultant shall submit the bills in triplicate to the Owner on firms printed bill forms indicating the work done by him during the period for which payment is sought.

5.4 The Owner shall cause the payment of the Consultants as per above given in schedule of payment above within thirty (30) days after the receipt by the Owner of bills with supporting documents. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

5.5 The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the TOR is completed.

5.6 All payments under this Contract shall be made to the account of the Consultants with:

6.0 SETTLEMENT OF DISPUTES

6.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably shall be resolved as per the Arbitration & Conciliation Act 1996 (26 of 1996) or any statutory modifications, amendments or re-enactment thereof and the rules made there-under and for the time being in force shall apply to the arbitration proceeding under this clause. Jurisdiction of Assam Courts will apply.

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

For and On Behalf of (Owner)
By _____
Authorised Representative

Witness:
1.
2.

For and On Behalf of (Consultants)
By _____
Authorised Representative

Witness:
1.
2.