



**Government of India
Ministry of Jal Shakti
Department of Water Resources,
River Development and Ganga Rejuvenation
Brahmaputra Board
Office of the Executive Engineer
Nalbari Division
Barsarkuchi – Nalbari - 781337**

Request for Proposal (RFP) from Central Public Sector Undertakings (CPSUs) in two bid system (Technical & Financial Bid) for the work -

“Consultancy services for preparation of Detailed Project Report to check flash flood and erosion in BTC area by Pagla / Baitamari, Aie, Beki, Pagladiya, Sankosh, Gangia and Saralbhangra rivers”

NIT No. BB/NBD/RFP-01/2019-20

NOTICE

GOVERNMENT OF INDIA: BRAHMAPUTRA BOARD

NOTICE INVITING ONLINE NIT No. BB/NBD/RFP-01/2019-20

The Executive Engineer, Nalbari Division, Brahmaputra Board, Barsarkuchi, Nalbari Pin-781337 invites on behalf of the Chairman, Brahmaputra Board online Request for Proposal (RFP) from Central Public Sector Undertaking (CPSU) of Government of India in two bid system (Technical & Financial Bid) for the work - "Consultancy services for preparation of Detailed Project Report to check flash flood and erosion in BTC area by Pagla / Baitamari, Aie, Beki, Pagladiya, Sankosh, Gangia and Saralbhanga rivers"

NIT No. **BB/NBD/RFP-01/2019-20**

Estimated Cost of the Project (indicative) : **Rs. 551.00 lakh**

Earnest Money Deposit : **Rs. 11.00 lakh**

Cost of Tender Document : **Rs. 1500.00**

Period of completion : **6 months**

Time and date of submission of bid : **17.09.2019 up to 1100 hours**

The bid document and other details can be obtained from the website <http://eprocure.gov.in>. This notice may also be seen at website <http://brahmaputraboard.gov.in>. All corrigendum shall be issued online only at <http://eprocure.gov.in>.

Executive Engineer
Nalbari Division

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COST OF BID DOCUMENT, EMD & TECHNICAL BID

Name of Work : **Consultancy Services for preparation of Detailed Project Report to check flash flood and erosion in BTC area by Pagla / Baitamari, Aie, Beki, Pagladiya, Sankosh, Gangia and Saralbhanga rivers**

Note

The bids may only be submitted online after uploading the mandatory scanned documents such as Demand Draft / Banker's Cheque of any scheduled bank of Rs. 1500/- (Rupees one thousand five hundred) only towards cost of bid document drawn in favour of Financial Adviser, Brahmaputra Board payable at Guwahati and Demand Draft / Banker's Cheque / Deposit at Call / Fixed Deposit Receipt of Rs. 11.00 lakh (Rupees eleven lakh) only towards Earnest Money Deposit (EMD) in favour of Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari Pin-781337 payable at Nalbari and other documents as specified in the "INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR EOI FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE".

SECTION - I

REQUEST FOR PROPOSAL FOR SELECTION OF CENTRAL PSUS FOR PROVIDING CONSULTANCY SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT TO CHECK FLASH FLOOD AND EROSION IN BTC AREA BY PAGLA / BAITAMARI, AIE, BEKI, PAGLADIYA, SANKOSH, GANGIA AND SARALBHANGA RIVERS

1. OVERVIEW

Definitions

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

- a. "Employers" means the Brahmaputra Board.
- b. "Contract" means the contract signed by the Parties and all the attached documents listed therein.
- c. "Project Specific Information" means such part of the instruction to bidders used to reflect specific project and assignment conditions.
- d. "Day" means Calendar Day.
- e. "Government" means the Government of India.
- f. "Personnel" means professional and support staff provided by the bidder or by any implementing agency and assigned to perform the services or any part thereof.
- g. "BID" means the Technical Bid and the Financial Bid.
- h. "ASSIGNMENT/JOB" means the work to be performed by selected bidder pursuant to the contract.
- i. "CPSU" means a Central Public Sector Undertaking which is eligible to bid for the Assignment / Job.
- j. "Successful Bidder" means the bidder CPSU which selected for award of Assignment /Job.
- k. "Implementing Agency" means any agency, contractor or entity with whom the selected bidder subcontract any parts of the Assignment / Job.
- l. "Terms of Reference" means the details included in the RFP which explains the objectives, Scope of Work, activities to be performed by the selected Bidder.

2. GENERAL

2.1. The Brahmaputra Board is proposing to prepare Detailed Project Report to check flash flood and erosion in BTC area by Pagla / Baitamari, Aie, Beki, Pagladiya, Sankosh, Gangia and Saralbhanga rivers by inviting bids from Central PSUs.

2.2 The BTC area is prone to flash flood and erosion from Pagla / Baitamari, Aie, Beki, Pagladiya, Sankosh, Gangia and Saralbhanga rivers causing loss of public property, damage to crops and live stock. Intended Central PSUs are invited to submit Technical and Financial Proposals for Consultancy Services in respect of the assignment given in Section-II – Terms of Reference of RFP.

2.3 The following documents are enclosed to enable the Bidders to submit their proposals :

- a. Terms of Reference (TOR) (**Section-II**)
- b. Technical & Financial Formats to be included with Bid (**Section III**)

3. ELIGIBILITY

3.1 Technical Capabilities

- a. CPSU should have experience of having successfully completed not less than 3 (three) Detailed Project Report (DPR) for flood and erosion management works or any other similar work in last 7 (seven) years.

3.2 Financial Capability

- a. CPSU should have had average annual financial turnover of Rs. 6 Crore or above during last 5 (five) financial years (2014-15 to 2018-19).
- b. Bidder / Company should not incur loss in two consecutive years during last 3 (three) financial years (2016-17 to 2018-19).

4. DOCUMENTS / DETAILS TO BE SUBMITTED

The CPSU is required to furnish the following details / documents duly signed with office seal on each page by the authorized signatory of the CPSU :-

- a. Technical Details about the CPSU and other relevant information in the formats prescribed at Tech Forms I to V including documents in the details provided therein. (Such information shall form the basis of technical evaluation).
- b. Certificate of Incorporation / Registration.
- c. Annual Reports and Audited Statement of account for the last three years (2016-17 to 2018-19) duly certified from the statutory auditors of the company.
- d. Copy of GST, PAN and TAN.
- e. Copy of Clarification issued by Brahmaputra Board to this RFP, if any, as a mark of acceptance of all conditions of the RFP.
- f. A certificate from the rank of Company Secretary of the CPSU certifying the details of the signatory authority and attestation of such authority's signature of Power of Attorney in favour of the signatory authority for the purpose of signing bid documents.

Note:

- a. All papers which are photo copy and submitted as part of the proposal shall be duly attested by the company's CS/CA or Authorized signatory.
- b. Each pages of the proposal submitted duly signed with office seal / and stamped by the authorized signatory of the CPSU.
- c. All monetary figures should be INR.
- d. Only the proposals complete in all respects and containing all requisite documents / information / data shall be accepted and evaluated. Proposals which are incomplete or lacking in any manner shall be declared "non responsive" and summarily rejected and no requests for acceptance of information after the final date for submission of tender documents shall be entertained.

5. COST OF BID DOCUMENT (PROCESSING FEE)

The copy of Bid document can be downloaded from the website of Brahmaputra Board at www.brahmaputraboard.com and www.eprocure.gov.in.

A Demand Draft / Banker Cheque of **Rs. 1500.00 (Rupees one thousand five hundred only)** drawn in favour of **the Financial Adviser, Brahmaputra Board, Basistha, Guwahati-29 payable at Guwahati** towards the cost of RFP and processing fee shall be enclosed by the CPSU with the Technical Bid. Bids not accompanied by the cost of RFP Document with processing fee shall not be considered and will be summarily rejected.

6. EARNEST MONEY DEPOSIT (EMD)

6.1 To safeguard the interests of the Government, each bid shall be accompanied by an Earnest Money Deposit @ 2% of the total estimated cost. Earnest Money can be Deposited along with the technical bid by means of Fixed Deposit Receipt / Term Deposit Receipt or in the form of Bank Guarantee (Format attached in Annexure – I) drawn in favour of the Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari payable at Nalbari. The EMD shall be valid for at least 6 (six) months from the last date of submission of bid. Technical bids not accompanied by Earnest Money or Earnest Money in deviation from above shall be summarily rejected. No interest shall be payable by the Employer for the sum deposited as EMD.

6.2 Earnest Money shall be returned to all unsuccessful CPSUs without interest after final decision on Bids.

6.3 Earnest Money of the successful CPSU shall be refunded on receipt of Performance Guarantee submitted on award.

6.4 The Earnest Money shall be liable for forfeiture in the following events :

- i. If proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- ii. If the proposal is varied or modified in a manner not acceptable to the employer after opening of Proposal during the validity period or any extension thereof.
- iii. If the bidder tries to influence the evaluation process.
- iv. If the First ranked bidder withdraws his proposal prior to signing of contract or fails or refuses to furnish the performance guarantee/ security in accordance with instruction to the bidders.

7. SUBMISSION OF PROPOSALS

7.1 Two Bid System :

The complete bid document along with all requisite documents including Cost of Bid, EMD, etc. shall be uploaded at www.eprocure.gov.in against the tender. The original Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL BID." Similarly, the original financial proposal shall be placed in a separate sealed envelope clearly marked "FINANCIAL BID." The envelopes containing the Technical Bid, Financial Bid, EMD and Bid Processing Fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the Project Title clearly specified as "BID for Consultancy services for preparation of

Detailed Project Report to check flash flood and erosion in BTC area by Pagla / Baitamari, Aie, Beki, Pagladiya, Sankosh, Gangia and Saralbhangra rivers" and submission address. It will also mention the name of the CPSU with address and office seal / stamp. The Brahmaputra Board shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and / or marked as stipulated. This circumstance may be reason for rejection of the bid. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above. This will constitute grounds for declaring the proposal non- responsive.

7.2 Technical Bids shall consist of :

- i. Copy of RFP & clarifications issued by Brahmaputra Board to this RFP, if any (as per Clause - 7.5) duly signed and stamped on each page by the authorized signatory of the CPSU as a mark of acceptance of all conditions of the RFP.
- ii. Cost of RFP and processing fee through Bank Draft / Bankers Cheque (Non-refundable).
- iii. Prescribed Earnest Money Deposit (EMD)
- iv. All Documents as more specifically mentioned in Clause 4.0 of this RFP.
- v. Information in *Tech Form- I to IV*.

7.3 Financial Bid will consist of the Agency Charges to be quoted by the CPSU in the prescribed format at **Fin Form - I & II**. The Financial Proposal shall not include any condition to it and any such conditional Financial Proposal shall reject summarily.

- i. **Taxes** : The Bidders shall fully familiarize themselves about the applicable Domestic Taxes (Such as GST / Value Added or Sales Tax / Service Tax or Income Tax, Duty Fee, Levies etc.) on amounts payable by the Employer under the Contract. Service Tax / Swachh Bharat Cess / Krishi Kalyan Cess on Quoted Price are to be excluded by the bidders in the Financial Proposal.

7.4 Both the sealed envelopes should be placed in another sealed cover which will be received in the Office of the Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari up to 1100 Hrs (IST) on 17.09.2019. Offers received late, on any account and for any reason whatsoever, shall not be considered.

7.5 Clarification on any query :

- i. All clarification sought by any Bidder in respect of any query should be addressed to the Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari.
- ii. A pre-bid meeting may be held at Office of the Chief Engineer-I, Brahmaputra Board, Guwahati on 11.09.2019 for intending CPSUs. The intending bidder may intimate Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari at least 2 (two) days prior to scheduled date.

8. BID VALIDITY PERIOD

The Bids shall be kept valid for acceptance for 90 (ninety) days from the last date of submission of bid. In exceptional circumstances, Brahmaputra Board may request the CPSUs in writing to extend the validity of their proposals without allowing any modifications to the offer and stipulated conditions in the Bid.

9. LANGUAGE OF BID

The language of the bid shall be in English, which shall be binding and controlling language for all matters relating to the meaning or interpretation of the proposal from the consultant.

10. OPENING OF PROPOSAL

The proposals (First Envelope containing Technical Proposal only) will be opened on 18.09.2019 at 1100 Hrs (IST) in the **Office of the Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari** in presence of authorized representatives from participating CPSUs, who choose to attend.

In case the date fixed for submission / opening of the proposals is subsequently declared as holiday by the government, the proposals will be opened on the next working day with the time and venue remaining unaltered.

It may be noted that the opening of Second Envelope containing the Detailed Price Offer i.e. Financial Proposal will be notified after completion of Technical Evaluation.

All crucial dates regarding this RFP is enclosed at Annexure-A of Section - III.

11. BID EVALUATION

11.1 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 :

- i. CPSU's relevant experience in the preparation of DPR for flood and erosion management works or any other similar work (40 Marks) (Tech Form No. I)
- ii. CPSU's Organizational Capability (15 Marks) (Tech Form No. II)
- iii. CPSU's Team Composition & CVs of Personnel (20 Marks) (Tech Form No. III & Tech Form No. III A)
- iv. Adequacy of the proposed Methodology and Work Plan in response to the TOR along with expertise of Man Power strength for the work (25 marks) (Tech Form No. IV)

11.2 The Competent Authority of Brahmaputra Board may, at its own discretion, call for additional information or may seek clarification from the Bidder(s). Such information shall be supplied within the time frame set out by the Authority. Else, the said Authority shall make its own reasonable assumption and do the evaluation accordingly which will be binding and acceptable to all bidders.

12. EVALUATION METHODOLOGY AND DECISION OF AWARD OF CONTRACT

12.1 Personnel Capabilities (Team Composition)

The CPSU is required to furnish general information on the management structure of the firm, and shall deploy minimum number of qualified personnel to fill the key positions as under. Additional manpower shall be deployed by the CPSU as per requirement to complete the task in time.

S.No.	Position	Professional Qualification	Required Experience
Site Staff during the duration of the consultancy service.			
1.	Project Manager (4 Marks)	Graduate in Civil Engineering	<ul style="list-style-type: none"> Total professional experience of at least 10 years. Relevant site experience of at least 8 years as a senior member of the site management team or as a Project Manager in water resource projects. Experience in preparation of DPR of water resource project.
2.	Project Engineer (4 Marks)	Graduate in Civil Engineering	<ul style="list-style-type: none"> Total professional experience of at least 10 years. Relevant experience of at least 8 years in survey works and supervising various works in water resource projects. Experience in preparation of DPR of water resource project.
3.	Civil Engineer (3 Nos.) (3 Marks)	Graduate in Civil Engineering	<ul style="list-style-type: none"> Relevant experience of at-least 5 years in Site Supervision, preparation of DPR of water resource project.
4.	Surveyor (3 Marks)	Degree/ Diploma in Civil Engineering	Relevant experience of at least 5 years in geodetic and bathymetric surveying.
5.	Data Entry Operator (1 Mark)	Any Degree / Diploma	Experience in data entry as per work requirement.
<i>The above mentioned personals are the minimum requirement and can be increased as per requirement.</i>			

12.2 Technical Qualification and Evaluation :

Distribution of Marks

S.No.	Description	Marks
1.	Technical Strength	
a.	<p>No. of Works :</p> <p>If the CPSU has completed 3 (three) or more DPR for flood and erosion management work or any other similar work in last 7 (seven) years.</p> <p>Every additional similar project will carry 5 marks each, subject to a maximum of 40 Marks</p>	<p>30 Marks</p> <p>(Max 40 Marks)</p>

b.	Organizational Capability: If the CPSU is having Turnover up to Rs. 6 Crores If the CPSU is having Turnover more than Rs. 6 Crores Maximum 15 marks	10 Marks 15 Marks (Max 15 Marks)
c.	Team Composition and CV's of Key Personnel (Experts)	20 Marks
d.	Approach & Methodology: <ul style="list-style-type: none"> • Understanding the TOR • Technical Methodology for the DPR preparation • Work Plan including Timelines • Preparation of Report 	25 Marks
	TOTAL MARKS	100 Marks

12.3 Proposal with the lowest cost may be given a Financial score of 100 and other proposals given Financial score that are inversely proportional to their prices.

12.4 The total score, both technical and financial, shall be obtained by weighing the cost scores.

12.5 Highest point's basis :

On the basis of the weighted score for cost, the CPSUs shall be ranked in terms of the total score obtained. The proposal obtaining the highest total score in evaluation of cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. In case H-1 bidder withdraws, second highest bidder H-2 will be considered.

13. CONTRACT PERFORMANCE GUARANTEE (CPG)

In the event of an award, the successful CPSU, within **15 (fifteen) days** of receipt of the Letter of Award (LOA) from Brahmaputra Board, will be required to arrange submission of the CPG in the form of a Bank Guarantee (BG) equivalent to **5% (five Percent)** of the contract consideration. The CPG/BG shall as per format (Attached in Annexure-II) and kept valid up to 60 (sixty) days beyond the completion of the assignment.

14. SIGNING OF FORMAL CONTRACT AGREEMENT

On receipt of requisite Contract Performance Guarantee (CPG), the successful CPSU shall be required to enter into a Contract Agreement with the Brahmaputra Board as per Letter of Award (LOA) or within such extended time as may be granted by the Brahmaputra Board. Format of the Contract agreement is attached in Annexure-III.

15. AWARD OF CONTRACT

After completing the evaluation and consultation, Brahmaputra Board will issue a letter of Award to the selected CPSU and promptly notify all other CPSUs who have submitted the proposals about the decision taken.

16. TERMS OF PAYMENT

Payments will be made by the Brahmaputra Board to the successful CPSU in the following manner :

- a. 10% of the Contract Value as Mobilization Amount.
- b. 10% of the Contract Value after submission of Inception Report.
- c. 10 % of the Contract Value after completion of survey and investigation works.
- d. 10 % of the Contract Value after submission of survey reports and drawings.
- e. 20 % of the Contract Value after review of survey reports and drawings by Brahmaputra Board and re-submission of the same by the CPSU.
- f. 20 % of the Contract Value after Submission of Draft DPR of the Project.
- g. 20 % of the Contract Value on Submission of Final DPR.

The CPSU shall submit the bills in triplicate to the Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari on the firm's printed bill forms indicating the work done during the period for which the payment is sought.

17. SECURITY DEPOSIT

The security deposit @ 5 (five) percent shall be collected by deductions from the running bill as well as final bill as per rule.

The security deposit shall not be refunded before expiry of 12 (twelve) months after issue of final completion certificate or till the final bill is prepared or passed whichever is later.

SECTION - II

TERMS OF REFERENCES

1. BRIEF DESCRIPTION OF THE PROJECT

The Bodoland Territorial Council (BTC) covers the districts viz. Udalguri, Chirang, Baksa and Kokrajhar of Assam. The Udalguri District, Chirang District, Baksa District and Kokrajhar District encompasses an area of 1852 sqkm, 1170 sqkm, 2457 sqkm and 3169 sqkm respectively. The overall area under BTC is about 8648 sqkm. The BTC area is prone to flash flood from the rivers Pagla / Baitamari, Aie, Beki, Pagladiya, Sankosh, Gangia and Saralbhanga rivers causing loss of public property, damage to crops and live stock. The fast flowing rivers originate from Bhutan and pass through BTC area as they come down from hills of Bhutan to meet Brahmaputra River. The discharge during monsoon is quite high causing flash flood and erosion in the area.

As the area lie in the foothills of Bhutan, the land is comparatively higher. Therefore, erosion is the main issue and not flooding. Also, deposition of silt takes place on the river bed at the foothills due to sudden change on the slope of the rivers. Thus, the river gets shallower each year resulting is change of course and erosion along the new channel is formed. This causes huge loss of cultivated land and los of public property.

2. SCOPE OF BID

The Brahmaputra Board invites Bids from Central PSUs for carrying out survey and investigation works comprising geodetic survey, river cross section, etc. including preparation of DPR to check flash flood and erosion in Bodoland Territorial Council (BTC) area of Assam. The General Scope of work under this Consultancy Services shall be as follows but not limited to :

- a. Collection of available data from government departments or from other reliable sources and carry out study of the data, pre-feasibility and feasibility reports.
- b. Collection of any other data / reports as per requirement.
- c. Carrying out detailed survey and investigation of the area under consideration.
- d. Collection and review of the available Hydrology and Hydro-meteorological data and finalizing the reports elaborating the schemes which are required to check the flash flood and erosion in the area.
- e. Incorporation of necessary suggestions / instructions in the preparation of DPR.
- f. Preparation of draft DPR incorporating all the above aspects including Project Cost, Financial Analysis, Execution Philosophy, Time Schedule etc. for implementation, and clearly describing all concerns noted from various impact assessments and provisions and measures taken for mitigating the adverse impacts.
- g. The draft DPR should clearly indicate the details of projects to be undertaken / adopted to check flash flood and erosion by the rivers in BTC area under Assam. The DPR should also incorporate the project execution methods / procedures.
- h. Preparation of suitable project execution procedure for DPR preparation, including documentation and interaction among the Owner, Owner's

representative and the DPR consultant.

- i. Preparation of DPR for each scheme identified for checking flash flood and bank erosion in the area.
- j. Submission of the draft DPR to the Brahmaputra Board for preliminary examination.
- k. Prepare reply to the query, if any, raised by DPR approving authority, submission of final DPR and help Brahmaputra Board in getting Techno Economic Clearance of the DPR of the schemes / projects.
- l. Any other works related to the preparation of DPR, as may be required by Brahmaputra Board or authority competent to approve the DPR.

3. PERIOD OF COMPLETION

6 (six) months from the date of receipt of order of commencement for the works.

SECTION - III

TECHNICAL FORM No. I

**ASSGNMENTS OF SIMILAR NATURE SUCCESFULLY COMPLETED IN LAST 7 (SEVEN) YEARS
(DPR WORKS)**

S. No .	Name of Assignment (Brief Scope)	Name of project	Owner / Sponsoring Agency	Cost of project	Date of commencement	Date of completion	Was the project satisfactorily completed
1	2	3	4	5	6	7	8

The agency shall submit certificate of satisfactory completion of assignments from project authority concerned. The firm may also give details of the on-going similar assignment in the above format.

Signature :

Full Name with address:

TECHNICAL FORM No. II

DETAILS OF TURNOVER

S. No.	Period	Turnover (Rs.)
1.	2018-19	
2.	2017-18	
3.	2016-17	
4.	2015-16	
5.	2014-15	

DETAILS OF PROFIT

S. No.	Period	Profit (Rs.)
1.	2018-19	
2.	2017-18	
3.	2016-17	

Note :

Please attach documentary evidence in support of declared turnover like Annual Report, audited financial statement including P & L accounts and Balance sheets, etc.

Signature of the Bidder with date and seal

TECHNICAL FORM No. III

TEAM COMPOSITION AND TASK ASSIGNMENT

S. No.	Position	Name of the person proposed	Qualification	Experience	Task Assigned
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

SUB PROFESSIONAL STAFF

S.No.	Position	Name of the person proposed	Qualification	Experience	Task Assigned
1.					
2.					
3.					
4.					

Signature of authorized signatory

TECHNICAL FORM No. III (A) : CIRRICULUM VITAE (CV) FOR PROPOSED KEY EXPERT

1. GENERAL

Position Title and No.	[eg. Project Manager] *Note – Only for one candidate
Name of Key Expert	[Insert Full Name]
Date of birth	[day / moth / year]
Nationality	
Country of Citizenship / Residence	

2. EDUCATION

[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]

3. EMPLOYEMENT RECORD RELEVANT TO ASSIGNMENT

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

Period	Employing organization and your time / position. Contact information for references*	Country	Summary of activities performed relevant to the assignment

*Contact information for references is required only for assignments during the last 3 years.

4. MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS AND PUBLICATIONS :

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5. LANGUAGE SKILLS :

(Indicate only Language in which you are proficient) :

6. ADEQUACY FOR THE ASSIGNMENT :

Detailed Tasks Assigned on Consultant's Team of Experts :
Reference to Prior Work / Assignments that best illustrates capability to handle the Assigned Tasks.

TECHNICAL FORM No. IV

1. Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical approach (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters :

- a. Technical Approach and Methodology,
- b. Work Plan, and
- c. Organization and Staffing

2. Technical Approach and Methodology :

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Please do not repeat / copy the TOR here.

3. Work Plan :

In this segment you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

4. Organization and Staffing :

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the Key Experts and Non-Key Experts, and proposed technical and administrative support staff.

FIN FORM No. 1

Sir,

Price Bid for providing consultancy service for preparation of Detailed Project Report to check flash flood and erosion in BTC area by Pagla / Baitamari, Aie, Beki, Pagladiya, Sankosh, Gangia and Saralbhanga rivers.

I / We Consultant / consultancy firm herewith enclose Financial Proposal for selection of my / our firm as consultant for providing consultancy service for preparation of Detailed Project Report to check flash flood and erosion in BTC area by Pagla / Baitamari, Aie, Beki, Pagladiya, Sankosh, Gangia and Saralbhanga rivers in BTC area, Assam.

Signature :

Full Name with address:

FIN FORM No. 2**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 with the Bid Document.

S.No.	Scope of work	Unit	Qty	Bidders quoted rate in INR	Bidders quoted Amount in words
1.	Collection of primary and Secondary Data including surveys				
(a)	Geodetic Survey	Sqm	1		
(b)	River Cross Section Survey in shallow depths by wading	Nos.	8231		
(c)	River Cross Section Survey in moderate depths by boat	Nos.	1303		
(d)	River Cross Section Survey in deep reaches by motor boat	Nos.	1298		
2.	Hire Charges of computer software, computers & peripherals, laptop, printer, etc.	Job	1		
3.	Office Expenses on stationery, computer consumables, telephone, fax internet, office contingencies, postage, etc.	Job	1		
4.	Planning, design & preparation of Detailed Project Report	Job	1		
5.	Printing and Binding of DPR	Sets	50		

Note:

- a. The prices shall remain FIRM till completion of the Assignment.
- b. A prior approval will be taken for any variation in quantity while performing activities. Accordingly, the CPSU will be liable for corresponding amount.

Signature :

Full Name with address:

BID SECURITY / EARNEST MONEY DEPOSIT (BANK GUARANTEE)

WHEREAS (name of bidder) (hereinafter called "the bidder") has submitted his bid dated (date) for (name for of contract) (hereinafter called" the Bid")

KNOW ALL PEOPLE by these presents that we (name of bank) of (name of country) having our registered office at (hereinafter called" the Bank") are bound tob(name of employer) ((hereinafter called "the Employer") in the sum of for which payment well and truly to be made to the said Employer the bank binds itself, his successors and assigns by these presents.

SEALED with the common seal of the said Bank this day of.....20..... THE CONDITIONS of these obligations are :

- a. If after Bid opening, the Bidder withdraws, his bid during the period of bid validity (including extended validity of bid) specified in the Form of Bid;
- b. If the Bidder having been notified of the acceptance of his bid by the Employer :
 - i. Fails or refuses to execute the Form of Agreement in accordance with the instruction to bidders if required; or
 - ii. Fails or refuses to furnish the Performance security / guarantee in accordance with the provision of the bid document and instruction to bidders; or
 - iii. Does not accept the correction of the Bid Price

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will, remain in force up to and including the date days after the deadline for submission of bid as such deadline is stated in the instructions to bidders or as it may be extended by the Employer, notice of which extension (s) to the bank is hereby waived. Any demand in respect of this Guarantee should reach the bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(Signature, name and address)

PROFORMA FOR CONTRACT PERFORMANCE GUARANTEE (BANK GUARANTEE)

In consideration of the Chairman, Brahmaputra Board (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called the said contractor(s)" for the work (hereinafter called "the said contractor(s)" for the work (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs (Rupees`..... only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (indicate the name of the Bank) (hereinafter referred to as the "Bank") hereby undertake to pay to the Government an amount not exceeding Rs (Rupees only) on demand by the Government.
2. We (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees..... only).
3. We, the said Bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
4. We (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged, or till the Engineer-in-Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
5. We (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from to time any of the powers exercisable by the Government against the said contractor (s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by

reason of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).
7. We (indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Government in writing.
8. This Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs (Rupees only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the day of for..... (indicate the name of the Bank).

CONTRACT FOR CONSULTANTS' SERVICES

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made on day of, 2019, between, on the one hand Brahmaputra Board (hereinafter called the "Owner") and, on the other hand, (herein after called the "CPSU") liable to the Owner for all the CPSU obligations under this Contract, namely, and (herein after called the "CPSU").

WHEREAS :-

The Owner intend to hire CPSU for providing consultancy service for preparation of Detailed Project Report to check flash flood and erosion in BTC area by Pagla / Baitamari, Aie, Beki, Pagladiya, Sankosh, Gangia and Saralbhanga rivers.

- a. The Owner has requested the CPSU to provide certain consulting services required for the Project as defined hereinafter (hereinafter called the "Services");
- b. CPSU, 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 :

- i. "Applicable Law" means the laws and any other instruments having the force of law in the State of Assam, as they may be issued and in force from time to time;
- ii. "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 CPSU.
- iii. "Effective Date" means the date on which this Contract comes force and effect pursuant to Clause 2.1 hereof;
- iv. "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;
- v. "Party" means the Owner or the Consultants as the case may be;
- vi. "Project" means Preparation of Detailed Project Report (DPR) to check flash flood and erosion in BTC area by Pagla / Baitamari, Aie, Beki, Pagladiya, Sankosh, Gangia and Saralbhanga rivers;
- vii. "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project;
- viii. "Third Party" means any person or entity other than the Government, the

Owner, the Consultants or a Consultant.

1.2 Law Governing Contract

The governing law of contract shall be laws of India.

Indemnifying the BRAHMAPUTRA BOARD by the executing agency -

The executing agency shall indemnify and shall always keep indemnified the Brahmaputra Board i.e. Government against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the executing agency and its staff in execution of or in connection the services provided under this agreement and against any loss or damage to the government in consequence to any action or suit being brought against the executing agency for anything done or committed to be done in the course of execution of this agreement including losses / damages liable or claimed for infringement of intellectual Property Rights of any third party. The executing agency will abide by the job safety measures prevalent in India and will free the Brahmaputra Board from all the demands or responsibilities arising from accidents or loss of life of the cause arising from the executing agency / contractor / vendors / their staff & workers negligence. The executing agency will pay all indemnities arising from such incidents without any extra cost to the Brahmaputra Board and will not hold the Brahmaputra Board responsible or obligated. The government may at its discretion and entirely at the cost of the Executing Agency defend such suit either jointly with the Executing Agency or singly in case the later chooses not to defend the case. This obligation will survive the termination of the contract for one year.

Indemnification of the Executing Agency by the BRAHMAPUTRA BOARD -

The Brahmaputra Board undertakes no responsibility of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of project Executing Agency, Contractors, vendors and specialist / contract employees associated with them for the performance neither of service nor for any family of any person

1.3 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.

1.4 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 CPSU: Attention: Email: Facsimile :

1.5 Authorized 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 representative
- b. On behalf of the Consultants by 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 CPSU 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 Commencement of Services

CPSU 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.

2.3 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.

2.4 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.

2.5 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.

2.6 Force Majeure :

2.6.1 Definition

Except as herein after provided no party hereto shall be liable for failure to perform any of its obligations under this agreement where such failure was due to reasons beyond such parties control such as act of god, acts of third parties laws, regulations or other acts of civil or military authorities, fire, flood, epidemic restrictions, riots, delays in transportation and inability due to causes beyond such party's control to obtain necessary labour, materials or manufacturing facilities or strikes, lockout or other concerted actions of the workman or any other circumstances of whatsoever nature beyond the control of either party provided that the party claiming the force majeure has affected its performance shall give notice to other party immediately but no later than 10 days after becoming aware of first occurrence of force majeure giving full particulars of the case or events and the date of first occurrence thereof.

Notwithstanding the foregoing however if performance required by the agreement be delayed or prevented for more than 3 months either party may terminate this agreement by giving notice either before or after expiration of such 3 (three) months of its intention to terminate to the party.

2.6.2 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.

Extension of time will not result in any increase in the contracted amount until there is change in scope of work.

2.7 Suspension

The Owner may, by written notice of suspension to the CPSU, suspend all payments to the CPSU hereunder if the CPSU 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 CPSU to remedy such failure within a period not exceeding 7 (seven) days after receipt by the CPSU of such notice of suspension and shall invoke contract performance guarantee.

2.8 Termination

In the event the Brahmaputra Board terminates agreement in whole or in part pursuant to conditions of agreement, the Brahmaputra Board may take services similar to those undelivered and the Executing Agency shall be liable to the

Brahmaputra Board for any excess cost for such similar services. However, the Executing Agency shall continue the performance of the agreement to the extent not terminated and the Executing Agency shall have no claim to compensation for any loss that the Executing Agency may thus incur on account of the action of the Brahmaputra Board. In case of termination during the agreement, the Brahmaputra Board will have the right to retain the documents prepared by the Executing Agency during the agreement period and the Executing Agency shall have no right to use the same in any other application without the permission of the Brahmaputra board. The decision of the Brahmaputra Board in this regard will be binding on the Executing agency. The performance guarantee of Executing Agency will also be forfeited in case of default by the Executing Agency.

3. OBLIGATIONS OF THE CPSU

3.1 General

3.1.1 Standard of Performance

The CPSU 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 in the construction industry / flood and erosion management works and with professional engineering and consulting standards recognized by international 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.

3.1.2 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.

3.1.3 Confidentiality

The CPSU, their Sub-Consultant and the Personnel of either of them shall not, during the term or within 2 (two) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or otherwise prior written consent of the Brahmaputra Board.

3.2 Documents Prepared by the CPSU to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents prepared by the CPSU in performing the Services shall become and remain the property of the Brahmaputra Board and the CPSU shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Brahmaputra Board, together with a detailed inventory thereof. The CPSU 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 Brahmaputra Board.

4. OBLIGATIONS OF THE CLIENT

4.1 Changes in the Applicable Law

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

5. FAIRNESS AND GOOD FAITH

5.1 Good Faith

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

5.2 GST

The Brahmaputra Board shall reimburse at actual, to the CPSU, GST & other taxes payable to the Government of India at the rate specified by Government of India for the services. The Consultant shall produce the documentary evidence of GST paid for this particular work.

6. COMPENSATION FOR DELAY

If the CPSU fails to render timely services on or before the specified deadline (as mutually agreed by both parties) and such delay is solely attributable to the CPSU, without prejudice to any other right or remedy of Brahmaputra Board on account of such delay, the CPSU shall pay compensation at the rate of 2 percent per month or part thereof of total fees for that specified activity. Provided always that total amount of such compensation shall not exceed 20% of contract price including any additions /or deletions thereto.

7. SETTLEMENT OF DISPUTES

7.1 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 will be decided by the Committee constituted by Brahmaputra Board. The decision by this Committee shall be final and binding upon both parties and shall be enforceable in any court of competent jurisdiction in Assam.

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)

- 1. Authorized Representative
- 2. Authorized Representative.....
- 3. Witness

For and On Behalf of (CPSU)

- 1. Authorized Representative
- 2. Authorized Representative.....
- 3. Witness

Summary of important dates is as below:

1. Document download / sale start date : 02/09/2019 (from 1500 hours)
2. Pre-bid meeting : 11/09/2019(at 1200 hours)
3. Bid submission start date : 02/09/2019 (from 1700 hours)
4. Bid submission closing date : 17/09/2019 (upto 1100 hours)
5. Submission of Original Documents : 17/09/2019 (upto 1600 hours)
6. Technical Bid opening date : 18/09/2019 (1100 hours)
7. Financial Bid Opening : To be informed later

