



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/5269978

Dated/दिनांक : 13-08-2024

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	27-08-2024 16:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	27-08-2024 16:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Water Resources River Development And Ganga Rejuvenation
<b>Department Name/विभाग का नाम</b>	Na
<b>Organisation Name/संगठन का नाम</b>	Brahmaputra Board Guwahati Assam
<b>Office Name/कार्यालय का नाम</b>	Brahmaputra Board Head Quarter
<b>Item Category/मद केटेगरी</b>	Hiring of Consultants - Milestone/Deliverable Based - Technology Consultants; DPR,RFP Preparation & Bid Process Management; No; Hybrid(As specified in scope of work)
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	5 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	7 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	1273509
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	25470

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	18

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

EXECUTIVE ENGINEER

Brahmaputra Board, Aizawl Division, Brahmaputra Board Zembabaw, Aizawl, Mizoram PIN : 796017  
(Brahmaputra Board)

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

### Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

**Extendability of contract requirement:**As per the ATC document attached to this bid.

**Last 3 years average business revenue from consulting:**As per the ATC document attached to this bid.

**Number of Consultants on payroll of firms:**As per the ATC document attached to this bid.

**Number of projects completed in India having similar scope & size of proposed project under hiring:**As per the ATC document attached to this bid.

**Scope Of work:**[1723542939.pdf](#)

**Profile of Consultants:**[1723542949.pdf](#)

**Pre-qualifications Criteria:**[1723542974.pdf](#)

**Payment Terms:**[1723543033.pdf](#)

**Price Break Up Format:**[1723543038.pdf](#)

**Hiring Of Consultants - Milestone/Deliverable Based - Technology Consultants; DPR,RFP Preparation & Bid Process Management; No; Hybrid(As Specified In Scope Of Work) ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Consulting Category/ Stream	Technology Consultants
Consultant's Profile	DPR,RFP Preparation & Bid Process Management
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Anowar Hussain	796017,BRAHMAPUTRA BOARD CWC Complex, Zemabawk, Aizawl-796017, MIZORAM	1	N/A

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**ALL BIDDERS ARE REQUIRED TO DOWNLOAD, READ AND COMPLY TO THE ATC DOCUMENT ATTACHED IN THIS BID**

## 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## 4. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Executive Engineer, Aizawl Division, Brahmaputra Board, Zemabawk, Aizawl, Mizoram

Account No.

692801010050081

IFSC Code

UBIN05692830

Bank Name

Union Bank of India

Branch address

Aizawl Branch , Mizoram 796012

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



भारत सरकार

Government of India

जलशक्ति मंत्रालय

Ministry of Jal Shakti

जलसंसाधन, नदीविकास और गंगा संरक्षण विभाग

*Department of Water Resources, River Development and Ganga Rejuvenation*

ब्रह्मपुत्र बोर्ड

## Brahmaputra Board

Office of the Executive Engineer, Aizawl Division, Mizoram

Zemabawk, Aizawl, Mizoram, PIN 796017

Email Id : [abhinav.kushwaha57@gov.in](mailto:abhinav.kushwaha57@gov.in)

Online Expression of Interest (EOI) from Central /State Public Sector Undertaking (PSU), Specialized Agencies or Institutions (including Government/ Semi – Government/ Private agencies, Universities and Professional Institutions) in two bid system (Technical & Financial bid) for Engagement as Consultant for the work of -

**PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR IMPLEMENTATION OF ANTI EROSION MEASURES FOR CHITELUI RIVER, KOLASIB DISTRICT, MIZORAM.**



## E-TENDER NOTICE

GOVERNMENT OF INDIA: BRAHMAPUTRA BOARD  
NOTICE INVITING ONLINE EOI



The Executive Engineer, Aizawl Division, Brahmaputra Board, Mizoram, PIN - 796017 invites on behalf of the Brahmaputra Board the online Expression of Interest (EOI) from Central / State Public Sector Undertaking (PSU), Specialized Agencies or Institutions (including Government / Semi-Government / Non-Government agencies, Universities and Professional Institutions) in **2 (two) bid System** (Technical & Financial bid) for engagement as consultancy service for -

### PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR IMPLEMENTATION OF ANTI- EROSION MEASURES FOR CHITELUI RIVER, KOLASIB DISTRICT, MIZORAM.

<i>Estimated Cost of the Project (indicative)</i>	: <b>Rs. 12,73,509.00</b>
<i>Earnest Money Deposit</i>	: <b>Rs. 25,470.00</b>
<i>Period of completion</i>	: <b>360 (Three hundred and sixty) days</b>

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

The undersigned reserves the right to reject any or all tenders without assigning any thereof and not bound to accept the lowest tender.

Executive Engineer  
Aizawl Division, Brahmaputra Board  
Zemabawk, Aizawl, Mizoram  
PIN : 796017

e-mail id : [abhinav.kushwaha57@gov.in](mailto:abhinav.kushwaha57@gov.in)

#### Copy for information to: -

1. The Chief Engineer -II, Brahmaputra Board, Basistha, Guwahati - 781029
2. The Chief Engineer, I&WRD, Govt. of Mizoram, MINECO, Khatla, Aizawl
3. The Superintending Engineer, RO-Mizoram), Brahmaputra Board, Aizawl -796017.
4. All Executive Engineers under Brahmaputra Board for wide circulation.
5. The In-charge, I.T Cell, Brahmaputra Board. to publish in the web sites of Br. Board. (Soft copy enclosed)

# Table of Contents

<b>E-TENDER NOTICE</b> .....	2
Table of Contents .....	3
<b>COST OF BID DOCUMENT, EMD &amp; TECHNICAL BID</b> .....	5
Name of the Work .....	5
Note .....	5
<b>OVERVIEW - Definitions</b> .....	6
<b>Section – I</b> .....	7
<b><i>Information and instructions for bidders for e-tendering forming part of bid document and to be posted on website</i></b> .....	7
1. General .....	7
2. Eligibility .....	7
3. Documents/details to be submitted .....	8
4. Bid Document .....	8
5. List of documents to be scanned and uploaded within the period of bid submission: .....	9
6. Earnest Money Deposit .....	9
7. Submission Of Proposals .....	9
8. Bid Validity Period .....	10
9. Language of Bid .....	10
10. Bid Evaluation .....	10
11. Evaluation methodology and decision of award of contract: .....	12
12. Technical Qualification and Evaluation: .....	13
13. Contract Performance Guarantee (CPG) .....	13
14. of Formal Contract Agreement .....	14
15. Award of Contract .....	14
16. Terms of Payment .....	14
<b>Section – II</b> .....	15
<b><i>Terms of Reference</i></b> .....	15
1. Brief description of background and demography: .....	15
2. Preparation of Detailed Project Report: .....	15
3. Scope of the Bid: .....	16
4. Scope of the Work .....	17
5. Contract Period .....	19
<b>Section - III</b> .....	20
<b><i>Specifications of the works and mode of the payments: Special conditions for Survey works</i></b> .....	20
<b><i>Supervision Inspections and Quality Controls</i></b> .....	22
<b>Section – IV</b> .....	23
<b>Tech Form No. I</b> .....	23

<b>Tech Form No. II</b> .....	24
<b>Tech Form No. III</b> .....	25
<b>Tech Form No. III A</b> .....	26
<b>Tech Form No. IV</b> .....	27
<b>Tech Form No. IV A</b> .....	28
<b>Tech Form No. V</b> .....	29
<b>ANNEXURE - I BID SECURITY (BANK GURANTEE)</b> .....	30
<b>ANNEXURE-II PROFORMA FOR CONTRACT PERFORMANCE GUARANTEE</b> .....	31
<b>ANNEXURE – III INTEGRITY</b> .....	33
INTEGRITY PACT.....	34
INTEGRITY AGREEMENT.....	35
<b>ANNEXURE-IV ADDITIONAL TERMS AND CONDITION OF CONTRACT</b> .....	40

## COST OF BID DOCUMENT, EMD & TECHNICAL BID

### Name of the Work

E-tender for “**PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR IMPLEMENTATION OF ANTI- EROSION MEASURES FOR CHITELUI RIVER, KOLASIB DISTRICT, MIZORAM.**”

### 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. Nil/-** towards cost of bid document drawn in favour of Financial Adviser, Brahmaputra Board payable at Guwahati. EMD of **Rs. 25,470.00/- (Rupees Twenty five thousand four hundred and seventy)** is to be submitted through online transaction in favour of Executive Engineer, Aizawl Division, Brahmaputra Board, Zemabawk, Aizawl, Mizoram and other documents as specified in the “**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE**”.

## OVERVIEW - Definitions

Unless the EoI otherwise requires, the following terms whenever used in this EoI have the following meanings.

- a. "Employer" means the Brahmaputra Board.
- b. "Contract" means the contract signed by the Parties and all the attached documents listed therein.
- c. "DPR" means DPR for Anti Erosion Work in Chitelui River in the state Mizoram during the year 2024-25.
- d. "Report" means Report Volume and Drawing Volume of Detail Project Report.
- e. "Project Specific Information" means such part of the instruction to bidders used to reflect specific project and assignment conditions.
- f. "Day" means Calendar Day
- g. "Government" means the Government of India.
- h. "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:
- i. "BID" means the Technical Bid and the Financial Bid.
- j. "ASSIGNMENT/JOB" means the work to be performed by the selected bidder pursuant to the contract
- k. CPSU and state PSU means Central and State Public Sector Undertaking which is eligible to bid for the Assignment/Job
- l. Specialized Agencies or Institutions means Government/ Semi – Government/ Private agencies, Universities and Professional Institutions which is eligible to bid for the Assignment/ Job
- m. "Successful Bidder" means the bidder which has been selected for award of Assignment/Job
- n. "Implementing Agency" means any agency, contractor or entity with whom the selected bidder subcontracts any parts of the Assignment/Job
- o. "Terms of Reference" means the details included in the EOI which explains the objectives, Scope of Work, activities to be performed by the selected Bidder.

## Section – I

### ***Information and instructions for bidders for e-tendering forming part of bid document and to be posted on website***

The Executive Engineer, Aizawl Division, Brahmaputra Board, Aizawl, Mizoram on behalf of Brahmaputra Board invites online consultancy service bids from Central / State Public Sector Undertaking (PSU), Specialized Agencies or Institutions (including Government / Semi-Government / Non-Government agencies, Universities and Professional Institutions) fulfilling eligibility and qualification requirements specified in Bidding Documents for the below mentioned work:

Sl. No.	Name of work & location	Estimated cost put to bid in Rs.	Earnest Money in Rs.	Period of completion
1	2	3	4	5
01.	PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR IMPLEMENTATION OF ANTI- EROSION MEASURES FOR CHITELUI RIVER, KOLASIB DISTRICT, MIZORAM.	12,73,509.00	25,470.00	360 days

### 1. General

- 1.1** The Brahmaputra Board is proposing to carry out the work for “**ESTIMATE FOR PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR IMPLEMENTATION OF ANTI- EROSION MEASURES FOR CHITELUI RIVER, KOLASIB DISTRICT, MIZORAM.**”.
- 1.2** The DPR is to be prepared with the objective of Protection of agricultural lands of Kolasib District, Mizoram lying along the banks of Chitelui River from floods. The DPR is to be prepared using latest technology such as GIS, HEC-RAS platform or State of Art Technology.
- 1.3** The DPR should have specific and actionable recommendations which can be directly picked up and submitted to the Government or any other Agency for implementation.
- 1.4** Intending Central /State Public Sector Undertaking (PSU), Specialized Agencies or Institutions are invited to submit Technical and Financial Proposals in respect of the assignment given in Section-II–Terms of Reference of EOI
- 1.5** The following documents are enclosed to enable Bidders to submit their proposals:
  - 1.5.1** Terms of Reference (TOR) ([Section-II](#))
  - 1.5.2** Technical & Financial Formats to be included with Bid – ([Section IV](#))

### 2. Eligibility

#### 2.1. Technical Capabilities

- A.** Experience of having successfully completed Survey & Investigation of at least 3(three) Water Resources Projects\_or River Basin Projects in the last 7 years ending 31<sup>st</sup> March,2024. (**Scanned copy of Completion Certificate issued by an officer not below the rank of Executive Engineer/Project Manager along with Work Order to be uploaded**).

- B.** Experience of having successfully completed preparation of Detailed Project Report for at least 3 (three) Water Resources Projects or River Basin Projects in the Last 7 years ending 31<sup>st</sup> March, 2024. **(Scanned copy of Completion Certificate issued by an officer not below the rank of Executive Engineer/Project Manager along with Work Order to be uploaded).**

## 2.2. Financial Capability

- A.** The bidder should have average annual financial turnover (Gross) not less than 100% of the estimated cost put to tender during the last 5 (five) years ending 31st March, 2024. A **(Scanned copy of Certificate from Chartered Accountant to be uploaded).**
- B.** The CPSU/SPSU, Specialized Agency or Institution should not have incurred any loss in more than two years during the last five years ending 31st March 2024 **(Scanned copy of abstract of Profit and Loss account from a Certified CA to be uploaded)**
- C.** The bidder should have a current solvency of **40%** of the estimated cost put to tender. Format is appended at Form IIIA. The solvency shall not older than **3 (three)** months from the date of submission of bid. **(Scanned copy of original solvency, to be uploaded).**

## 3. Documents/details to be submitted

The Central/ State PSUs, Specialized Agency or Institution is required to furnish the following details/ documents duly signed and stamped on each page by the authorized signatory of the Central/ State PSUs, Specialized Agency or Institution: -

- A.** Technical Details about the Central/ State PSUs, Specialized Agency or Institution and other relevant information in the formats prescribed in Tech Forms **I to V** including documents in the details provided therein. (Such information shall form the basis of technical evaluation). **(Scanned copy of certificate to be uploaded)**
- B.** Certificate of Incorporation/Registration. **(Scanned copy of certificate to be uploaded)**
- C.** Audited statement of accounts for the last Five years (2019-20 to 2023-24), certified from the statutory auditors of the company/ agency/ institution **(Scanned copy of certificate to be uploaded)**
- D.** Copy of Certificates for GST and copy of PAN and TAN. **(Scanned copy of certificate to be uploaded)**
- E.** Copy of Clarification issued by Brahmaputra Board to this EOI, if any, as a mark of acceptance of all conditions of the EOI.
- F.** A certificate from the Company Secretary/ Chief Executive/ Head of the Central/ State PSUs, Specialized Agency or Institution 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 bid documents. **(Scanned copy of certificate to be uploaded)**

### Note:

- a. All papers which are a photocopy and submitted as part of the proposal shall be duly attested by the Company's/Agency's/ Institution's CS/CA or Authorized signatory.
- b. Each of the pages of the proposal submitted will be signed and stamped by the authorized signatory of the Central/ State PSUs, Specialized Agency or Institution.
- c. All monetary figures should be in INR.
- d. Only 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.

## 4. Bid Document

The copy of Bid document can be downloaded from the website of GEM Portal.

## 5. List of documents to be scanned and uploaded within the period of bid submission:

- (i) Bid document
- (ii) Earnest Money Deposit (Proof of the transaction)
- (iii) Details of Incorporation of the CPSU/SPSU, Specialized Agency or Institution up to date registration with Govt. of India.
- (iv) Details of the CPSU/SPSU, Specialized Agency or Institution.
- (v) The CPSU/SPSU, Specialized Agency or Institution is required to furnish the following details / documents duly signed and stamped on each page by the authorized signatory of the CPSU/SPSU, Specialized Agency or Institution: -
  - A. Technical Details about the CPSU/SPSU, Specialized Agency or Institution 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).  
**(Scanned copy of certificate to be uploaded)**
  - B. Certificate of Incorporation/Registration. **(Scanned copy of certificate to be uploaded)**
  - C. Audited statement of accounts for the last Five years (2019-20 to 2023-24), certified from the statutory auditors of the company **(Scanned copy of certificate to be uploaded)**
  - D. Copy of Certificates for GST and copy of PAN and TAN. **(Scanned copy of certificate to be uploaded)**
  - E. Copy of Clarification issued by Brahmaputra Board to this EOI, if any, as a mark of acceptance of all conditions of the EOI.
  - F. A certificate from the Company Secretary/ Chief Executive/ Head of the Central/ State PSUs, Specialized Agency or Institution 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. **(Scanned copy of certificate to be uploaded)**
  - G. Any other document as specified in bid document / e-tender notice

## 6. Earnest Money Deposit

- 6.1** To safeguard against a bidder withdrawing or altering his/her bid during the bid validity period, Earnest Money Deposit/ Bid Security shall be provided by the bidders. EMD shall be provided through online transaction in favour of Executive Engineer, Aizawl Division, Brahmaputra Board, Zembawk, Aizawl, Mizoram having a validity of at least **90 days** shall be submitted by all the bidders at the following bank account:

Account No: - 692801010050081

IFSC Code: - UBIN05692830

Bank Name: - Union Bank of India, Aizawl Branch, 796012

**Note: - Bidders are required to upload the scanned copy of the EMD or Proof of Transaction in Technical Proposal.**

- 6.2** Earnest Money Deposit shall be returned if CPSUs/SPSUs, Specialized Agencies or Institutions are not the successful Bidder. Earnest Money Deposit of successful bidder shall be returned on submission of Performance Bank Guarantee.

## 7. Submission Of Proposals

- 7.1 Two Bid System: Bidders are required to upload the scanned copy of all documents online, as mentioned in Clause 3-6 above for technical evaluation of the bid.**

## Financial proposal shall be submitted online only.

**7.2** Financial Bids be quoted by the CPSU/SPSU, Specialized Agency or Institution in the prescribed online format. The rate quoted by the CPSU/SPSU, Specialized Agency or Institution should be inclusive of all taxes including G.S.T, Service Charge, Agency Charge etc. The Financial proposal shall not include any conditions to it and any such conditional in online financial proposal shall reject summarily.

### **7.3 Clarification on any query:**

- i. All clarification sought by any Bidder in respect of any query should be addressed to the Executive Engineer, Aizawl Division, Brahmaputra Board, Zemabawk, Aizawl, Mizoram through GEM Portal.

## 8. Bid Validity Period

The Bids shall be kept valid for acceptance for 90(ninety) days from the last date of Bid submission. In exceptional circumstances, Brahmaputra Board may request the Central PSUs /State PSUs/ Specialized Agencies or Institutions 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. Bid Evaluation

**10.1** 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) CPSU/SPSU, Specialized Agencies or Institutions field experience in the field related to execution of at least three (3) Survey & Investigation Works of Water Resources Projects **or** river basin project in the last 5 year ending 31.03.2024. **(25 Marks)** (Tech Form No. I)
- b) CPSU/SPSU, Specialized Agencies or Institutions relevant experience in preparation of Detailed Project Report for at least three (3) river valley projects / Water Resources Projects **or** one (1) river basin project in the Last 5 years 31.03.2024. **(25 Marks)** (Tech Form No. II)
- c) Consultancy Organizational Capability **(10 Marks)** (Tech Form No. III)
- d) CPSU/SPSU, Specialized Agencies or Institutions Team Composition & CVs of Personnel **(20 Marks)** (Tech Form No. IV & Tech Form No. IV A)
- e) Adequacy of the proposed Methodology and Work Plan in response to the TOR along with expertise of Manpower strength for the work **(20 marks)** (Tech Form No. V)

**10.2** The Competent Authority of Brahmaputra Board may, at its discretion, call for additional information or seeking clarifications 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.

**10.3** Online bid documents submitted by intending bidders shall be opened only of those bidders whose Earnest Money Deposit, Cost of bid document and other documents are found in order. The Price bid submitted shall be opened in respect of eligible bidders fulfilling the eligibility criteria. The bid submitted may be treated invalid if-

- i) The bidder is found ineligible.
- ii) The bidder does not upload all the documents as stipulated in the bid document.

- iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder in the office of tender opening authority.
- 10.4** GST on service, material, Royalty on forest produce, Purchase Tax, Turnover Tax, or any other tax and duty on materials/ work, as applicable, shall be paid by the contractor himself. The contractor shall quote his rates considering all such taxes.
- 10.5** 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. 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. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- 10.6** The competent authority on behalf of the Brahmaputra Board does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

## 11. Evaluation methodology and decision of award of contract:

### 11.1 Personnel Capabilities (Team Composition)

The CPSU/SPSU, Specialized Agencies or Institutions 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 Central PSUs and State PSUs as per requirement to complete the task in time. Details of site staff shown as page: -

Sl. No	Position	Professional Qualification	Experience Requirement
<b>A : Site Staff :</b> For the duration of the consultancy services			
1	Civil Engineer (3 Marks)	Graduate in Civil Engineering.	<ul style="list-style-type: none"> <li>Total professional experience of at least 5 years</li> <li>Relevant experience of at least 3 years in survey, GIS, Remote Sensing, HEC-RAS &amp; investigation in water resources sector.</li> </ul>
2	Surveyor (2 Marks)	Degree/ Diploma in Civil Engineering	<ul style="list-style-type: none"> <li>Relevant experience of at least 3 years in surveying.</li> </ul>
3	Asst. Surveyor (2 Marks)	Degree/ Diploma in Civil Engineering Graduate in	<ul style="list-style-type: none"> <li>Relevant experience of at least 3 years in surveying</li> </ul>
4	Draftsman (2 Marks)	Degree/ Diploma in Civil Engineering	<ul style="list-style-type: none"> <li>Relevant experience of at least 3 years in preparation of AutoCAD Drawing</li> </ul>
5	Data Entry Operator (1 Marks)	Class XII Passed with Diploma in Computer Education Course	<ul style="list-style-type: none"> <li>Relevant experience of at least 3 years in Microsoft Office.</li> </ul>

***The above-mentioned personals along with the specified experiences are the minimum requirement and can be increased as per requirements. Maximum 20 marks allowed.***

## 12. Technical Qualification and Evaluation:

### 12.1 Distribution of Marks

Sl. No.	Description	Marks
<b>1</b>	<b>Experience of similar nature of work</b>	<b>50</b>
i)	Experience of having successfully completed <u>Survey &amp; Investigation</u> of at least 3(three) Water Resources Projects or River Basin Projects in the last 7 years ending 31 <sup>st</sup> March,2024. Every additional similar project will carry 5 marks each, subject to a maximum of <b>25 Marks</b>	15 Marks  <b>(Max 25Marks)</b>
ii)	Experience of having successfully completed preparation of <u>Detailed Project Report</u> for at least 3 (three) Water Resources Projects or River Basin Projects in the Last 7 years ending 31 <sup>st</sup> March,2024 Every additional similar project will carry 5 marks each, subject to a maximum of <b>25 Marks</b>	15 Marks  <b>(Max 25Marks)</b>
<b>2</b>	<b>Organizational Capability:</b>	
a)	If CPSU/SPSU, Specialized Agencies or Institutions is having Turnover up to Rs. 10 Lakh	5 Marks
b)	If the CPSU/SPSU, Specialized Agencies or Institutions is having Turnover more than Rs. 20 Lakh	10 Marks
<b>3</b>	Team Composition and CV's of Key Personnel (Experts) Tech Form No- IV	Max 20 Marks
<b>4</b>	Approach & Methodology in <b>PPT</b> : <ul style="list-style-type: none"> <li>➤ Understanding the TOR</li> <li>➤ Specific Technical Methodology for the DPR preparation</li> <li>➤ Work Plan including Timelines</li> <li>➤ Report Preparation</li> </ul>	Max 20 Marks
	<b>TOTAL MARKS</b>	<b>100 Marks</b>

Technical evaluation once completed the list of the technically qualified bidders for opening of their Financial Bids will be prepared on the same day. Financial bids of only those bidders who score a minimum of **50 marks out of 100 in the Technical Qualification Criteria will be opened.**

**12.2 Financial Evaluation:** Proposal with the lowest cost "**L1 bidder**" may be accepted.

## 13. Contract Performance Guarantee (CPG)

In the event of an award, the successful CPSU/SPSU, Specialized Agencies or Institutions, within Fifteen days of receipt of the Letter of Award from Brahmaputra Board, will be required to arrange submission of the CPG in the form of a Bank Guarantee (BG) equivalent to 3% (Three Percent) of the contract consideration. The CPG/BG shall as per format (Attached in Annexure-II) and kept valid up to the completion of the assignment.

## 14. of Formal Contract Agreement

The successful CPSU/SPSU, Specialized Agencies or Institutions shall be required to enter into a Contract Agreement with the Brahmaputra Board within **15(fifteen) days** from the date of the 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-IV](#).

## 15. Award of Contract

After completing the evaluation and consultation, Brahmaputra Board will issue a letter of Intent to the selected CPSU/SPSU, Specialized Agency or Institution and promptly notify all other CPSU/SPSU, Specialized Agencies or Institutions who have submitted the proposals about the decision taken.

The selected CPSU/SPSU, Specialized Agency or Institution through its authorized representative will sign the contract after fulfilling all the formalities within **15 days** of issuance of the Letter of Intent.

## 16. Terms of Payment

Payments will be made by the Brahmaputra Board to the successful party as per table of milestone shown below :

Serial No.	Milestone	Payment
1.	On completion of Survey Works and submission of raw data, drawings and establishment of Bench Mark	30% of contract value
2.	On submission of report on compilation and analysis of HECRAS model, soil testing reports, hydrology and submission of design parameters.	20% of contract value
3.	On submission of final DPR proposal along with cost estimation.	30% of contract value
4.	On approval of Final DPR proposal by the concerned authorities of MoJS, DoWR, RD &GR and Government of India.	20% of contract value

Table 1 "Table of Milestones"

The CPSU/SPSU, Specialized Agency or Institution shall submit the bills in triplicate to the Brahmaputra Board on the firm's printed bill forms indicating the work done during the period for which the payment is sought.

The part payment may be released as per the timely Physical Progress of the work as shown in the "[Table of Milestone\(s\)](#)". The Brahmaputra Board reserves the rights to release the **Final Payment** as well as **Security Deposit** after the appraisal of Detailed Project Report (DPR) by the Central Water Commission(CWC) or DPR approval from the Brahmaputra Board.

## Section – II

### Terms of Reference

#### 1. Brief description of background and demography:

The Chitelui river is a small perennial stream and a sub-tributary of Serlui River. It originates from the small hills near Bilkhawthlir, Mizoram at an elevation of 46m to 58m MSL, there are potential flat lands (WRC) of approximately 184.00ha. The entire catchments are hilly and covered with bamboo forest, wild forest trees. The total catchment area up to the proposed flood protection scheme of Lower, middle and upper reaches are work out to be 40.00sq.km, 34.46sq.km & 24.22sq.km. respectively. The river gradient of the proposed site is in the order of 1:186 to 1:175. The proposed site is located in Chitephai valley, Vairengte town of Kolasib District of Mizoram. It is lying in co-ordinates between 24°25'8.99"N, 92°44'39.32"E to 24°28'12.55"N, 92°46'38.45"E.

During the field visit, it was observed that various local measures have been attempted to mitigate the erosion of agricultural land, including the construction of wooden/bamboo spurs, loose boulders, brushwood and the planting of grass on stream bank.

However structural measures are felt necessary to be advocated as a deemed approach considering availability of local material to counteract the erosion of hilly streams/rivers. The urgency of the work is highlighted by the hon'ble minister of Mizoram for a more comprehensive solution. Hence, bank protection and anti-erosion works are urgently needed for those affected reaches for which a detailed field survey (GTS BM connection, L-section, X-Section survey etc.) is required to prepare the detailed project report (DPR) including Working estimate, designs, drawings etc.

#### 2. Preparation of Detailed Project Report:

Most of the bank erosion affected reaches lie in the hilly reach of river Chitelui mostly in and around the Kolasib Town. The Brahmaputra Board took up the task to prepare a Detailed Project Report (DPR) covering all the aspects for successful implementation of bank protection / anti-erosion work at most affected reaches as identified by the State Water Resources Department, Government of Mizoram as most vulnerable to bank-erosion.

The Detailed Project Report (DPR) should have specific and actionable recommendations for flood and bank protection work individually for each site along with design, drawings, working estimate etc. in complete so that it can be directly picked up and submitted to the Government or any other Agency for its implementation.

##### **A. Approach to site: -**

**I.** The erosion affected locations are accessible through jeep able roads from the Headquarter town of Kolasib District, Mizoram.

**II. Camping area:** -All the sites are not very far away of District headquarter Town; hence, camping should not be an issue during execution of the work.

**III. Climatic condition:** - The Engineer-in-charge may order the contractor to suspend any work that may be subject to damage by climatic condition

##### **B. Precautions-**

1. Survey data: -At the bank lines RLs may be required to be picked up at closer intervals. Base line is also required to be marked at ground.

2. Levels: - All levels should be connected to GTS Benchmark.

### C. Methodology: -

1. Vertical control: - Level should be transferred from nearest GTS BM of Survey of India and have a minimum accuracy of 5 mm.
2. Reports and Maps: - All drawings and maps etc. should be prepared using GIS tools /in Auto CAD. Scale should be mentioned in separate box.
3. Both **Soft** and **Hard** copies {in 15 (fifteen) sets} of completed Detailed Project Report (DPR) comprising of all field survey drawings / maps, collected data & its analysis, Working Estimate of each location along with design and drawings complete are to be submitted to the Board.
4. Reference points and BM should be marked in the survey map with respect to their ground position.
5. The DPR should be made strictly adhering to the “guidelines for preparation for flood management works” published by Central Water Commission (CWC), available at [https://cwc.gov.in/sites/default/files/DPR\\_Guidelines\\_Flood\\_management\\_Works\\_12Apr2018.pdf](https://cwc.gov.in/sites/default/files/DPR_Guidelines_Flood_management_Works_12Apr2018.pdf)

### 3. Scope of the Bid:

The Brahmaputra Board invites Bids from CPSU/SPSU, Specialized Agency or Institution for Carrying out Survey & Investigation works including Preparation of DPR for Anti Erosion works in CHITELUI River in Mizoram (Year 2024-25). The General Scope of work under this Consultancy Services shall be as follows but not limited to:

1. Collection of available data with concerned departments of Government of Mizoram, Central Agencies or any other agency and carrying out a detailed study and analysis of available data and prevailing problem.
2. Examination of nature, extent, quality and consistency of data used in the assessments of available water resources and utilisations to be made in various water resources projects.
3. Collection & review of the available data for Hydrology and Hydro-meteorological data and finalizing the reports consisting of Water Availability, Flood Discharge and Sedimentation studies.
4. Carrying out topographical Surveys required for preparation of the DPR.
5. The maps for the DPR will be required to be prepared using G.I.S. tools, HEC-RAS, Auto-Cad etc.
6. Both soft copy and hard copies (15 nos.) should be submitted to Brahmaputra Board. (softcopies of design, drawings, layout, shape files, satellite data files, raw data obtained during survey in .xls format, full HEC-RAS 1D, 2D analysis “.prj” format files, DEM(Digital Elevation Model) .tiff file, including whole project folder of simulation).
7. Identification of required clearances to be taken for undertaking the projects.
8. The Soil Testing must be conducted in accordance with relevant IS Codes with samples sent preferably to a nearby Government institution/laboratory, samples must also be sent to NEHARI, Brahmaputra Board.
9. Preparation of DPR and submission of 15 (Fifteen) sets of the Final DPR along with soft copies of all kinds of data collected for the DPR including the report and drawing volume of the Final DPR.
10. Any other work for preparation of an inclusive DPR as required.

## 4. Scope of the Work

Serial No.	Scope of the Work		
<b>A</b>	<b>FIELD SURVEY INVESTIGATION AND DATA COLLECTION</b>		
<b>A1</b>	Establishment of different types of Bench Mark of standard specifications including its painting, engraving etc complete including cost of manpower, material, labour, etc, as per directions of engineer-in-charge		
	Musto type Benchmark	1	Each
	Temporary Benchmark	2	Each
<b>A2</b>	Longitudinal River Survey and preparation of maps in requisite scale to supply them in both soft and hard format with four copies complete as per direction of engineer in-charge		
	i) By wading in very shallow reaches Up to 10 km	10	km
<b>A3</b>	River cross section survey and preparation of maps in requisite scales to supply them in both soft and hard formats with four copies complete, including cost of manpower, labour, surveying instruments, camp equipage, transportation, etc, as per directions of engineer-in-charge.		
	i) By wading in very shallow reaches River span up to 100 m (Spacing @ approx. 150m interval)	48	Each
<b>A4</b>	ALTM/UAV/Drone Survey of River Banks including setting up of GCP Points/TBM complete as per Specification/ directions of Brahmaputra Board	1	Sq.km.
<b>A5</b>	Collection of data from other departments such as CWC, IMD, WRD, Agriculture, Forest, Power etc.	1	L.S
<b>A6</b>	Procurement of High Resolution Multispectral Satellite imageries of last 5 years -1(one) set of data before and after the flood for GIS Layers and analysis.	10	L.S
<b>B</b>	<b>COMPILATION OF STUDIES, DATA, DRAWING ETC. INCLUDING PREPARATION OF DPR</b>	1	L.S

<b>C</b>		<b>SOIL TESTING</b>		
<b>C1</b>	Direct shear Test 6 cm X 6 cm, Disturbed samples - 4 specimen/sample at various location along Chitelui river	4	Sample	
<b>C2</b>	Mechanical Analysis for grain size of soils (Sieve analysis)	4	Sample	

Note: - The work is to be executed as per specifications and as per directions of EIC (Engineer -in – Charge). However, location and quantity of the work may vary depending upon the site condition at the time of execution.

A brief statement of field survey to be carried out is mentioned here –

<b>Serial No.</b>	<b>Location</b>	<b>Field Survey to be carried out</b>			<b>Remarks</b>
		GTS BM (in Km)	Contour/DEM (digital elevation model) In (Km <sup>2</sup> )	Cross-section (in Nos.)	
1	Along the erosion affected reaches of 7 Km of Chitelui River from location Pahnuna and beyond 12 km (approx) from nearest BM Point.	7+ 12 =19			
2	approx. 7 km. along the erosion affected reach on both bank of the river		2.8		
3	Cross-section @ approx 150 m apart along the approx. 7 km. erosion affected reaches of the river (Cross-section interval should not exceed 250m)			48	

## 5. Contract Period

360 days from the date of receipt of order of commencement for the works.

### **General Condition**

- a) The terms of reference, scope of work and details of selection procedure and other terms & condition forming part of this EOI. The particulars furnished regarding the work to be executed through this bid/EOI are provisional and liable to be modified as and when required in the interest of the Brahmaputra Board based on needs and funds availability.
- b) The bidder should sign and affix his office seal on each page of the EOI document. Overwriting must be avoided.
- c) BRAHMAPUTRA BOARD is not bound to accept any or all the EOIs. BRAHMAPUTRA BOARD reserves the right to reject any or all EOIs in the interest of the Brahmaputra Board without as any reasons, thereof. No bidder shall have any cause of action or claim against BRAHMAPUTRA BOARD or its officers, employees, advisers, agents, successors or assignees for rejection of this EOI. Documents submitted by the bidders in connection with this EOI will be the property of BRAHMAPUTRA BOARD.
- d) The discretion and decision of Chairman, Brahmaputra Board in respect of the 'EOI', shall be final and bidding.

## Section - III

### ***Specifications of the works and mode of the payments: Special conditions for Survey works***

1. Payment of survey work will be made after successful completion of the survey work as per ordered quantity and after acceptance of drawings submitted by the agency / firm.
2. Contractor or his authorized agent will have to remain present during recording of initial and final measurement. No survey work should be done before recording of the initial measurement.
3. If the contractor fails to attend measurement in spite of written notice issued to him by the Asstt. Ex. Engineer or Executive Engineer, measurement will be recorded in his absence and the contractor shall have no complain whatsoever on it.
4. Any work executed by the contractor before signing of the formal tender agreement and before recording of initial measurement, shall be declared as unauthorized and no payment will be entertained by the Department for such works.
5. The contractor should be aware of line of survey work, and it should be obstruction-free for at least 50m.
6. Local people should be engaged in the work as far as possible.
7. The contractor has to arrange the tents or houses for the survey works.
8. Necessary arrangements for bamboo pegs, jute string, coir string etc. required for profiles will be made by the contractor at his own cost.
9. The survey works to be done by Total Station/ GPS/ DGPS and echo-sounder etc.
10. The GST charges and escalation charges may be added by the contractor, provided overall cost of the works is not exceeded.
11. Necessary compensations made by the contractor with other works in progress at the time of survey works with the Department should not be included in the bill for reimbursement.
12. Any maintenance required in hired buildings/ rented house will be borne by the contractor.
13. The contractor should keep the Bench Marks (BM) in well defined permanent structures in consultation with the AEE concerned.
14. All items in Schedule of quantity are consolidated items of works inclusive of all consumable materials cost, labours, tools and tackles etc. All rate quoted by the contractor will be inclusive of labour, all consumable materials cost, tools and plants, including all taxes etc.  
If situation demands, the printed challans in a book form with numbering will be arranged by the contractor for transport of materials necessary for the work from the stacking yard to actual place of utilization as per direction of the Engineer-in-Charge (EIC).
15. There is likelihood that some other works may also be under execution Simultaneously by other agencies in the adjoining area. The contractor shall execute the works without causing any hindrance/ disruption to such works.
16. The contractor shall intimate the EIC about the number of labourer engaged daily for execution of the work. A register will be maintained by him for this purpose. He shall arrange the labourers in such a way so as to complete the works within the stipulated time.
17. The contractor is sole responsible for watch and ward of the materials necessary for the work till completion and handing over of the site to the Department. For any loss, theft or damage of survey or other instruments under custody during execution of the work, The contractor is liable to make up for such loss as deemed fit by the Department.
18. Engineer- in- Charge or his authorised representative shall check the works from time to time. Observations regarding defects communicated by him, if any, will be removed/ rectified by the contractor for which no extra claim shall be entertained in any shape.
19. In case situation demands, the EIC has the right to review the situation as regards to possibility of execution of works or otherwise. In case it is not possible to execute the works, necessary instructions will be issued by the Department to temporarily/ permanently close the works, which will be binding on the contractor and no claim whatsoever for sudden suspension/ closure of works will be admissible.
20. The Department shall deduct Income Tax, /GST and Labour Welfare Cess or any other

prevailing tax at the time of releasing payment of interim bills/ final bill in accordance with prevailing Government rules.

## 21. Accidents

- (i) It shall be the responsibility of the contractor to protect against accidents on the works and the workers engaged by him in the works. He shall indemnify the Department against any claim for damage or for any injury to persons or property resulting from and in the course of works and also under the provision of the Workman's Compensation Act.
- (ii) On the occurrence of an accident arising out of the work which results in death, or which is so serious as to be likely to result in death, the contractor shall within 24(twenty four) hours of such accident, report in writing to the Engineer-in-charge and District Labour Officer stating the facts clearly and in sufficient the circumstances of sketch accident and the subsequent action. All other accidents on the works involving injuries to persons or damage to property other than that of contractor shall be promptly reported to the Engineer-in –charge and the District Labour Officer stating clearly and in sufficient details the facts and circumstances of the accidents and the action taken.
- (iii) In all cases, the contractor shall indemnify the Department against the contractor's failure to report in the matter aforesaid. This includes penalties or fines, if any, payable by the Government because of failure to give notice under the Workmen's Compensation Act or failure to conform to the provisions of the said Act in regard to such accidents. In the event of an accident in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all modifications thereof whether such compensation may become payable by the contractor, the Engineer-in charge may retain payment due to the contractor such sum or sums of moneys as may in the opinion of the Engineer-in-charge be sufficient to meet such liabilities. On receipt of award from the Labour commissioner in respect of quantum of compensation, the difference of amount be adjusted.

## 22. Supervision of Works

The contractor either shall himself supervise the execution of the works or shall appoint the competent engineer approved by the Engineer-in-charge to Act on his behalf. If in the opinion of the EIC the contractor has himself no sufficient knowledge and experience of receiving instructions, cannot give full attention to the works, or fails to appoint a suitable qualified engineer, the EIC will suspend the work till a suitable agent/ engineer is appointed and the contractor will not get any compensation for this.

## 23. Inspection of Works

The contractor shall inform the Engineer-in charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable to inspect the same without affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of contract until the Engineer-in-charge shall have certified in writing to that effect.

## 24. Mode of Payment

The part payment may be released as per the timely Physical Progress of the work as shown in the "[Table of Milestone\(s\)](#)". The Brahmaputra Board reserves the rights to release the **Final Payment** as well as **Security Deposit** after the appraisal of Detailed Project Report (DPR) by the Central Water Commission(CWC) or DPR approval from the Brahmaputra Board.

## ***Supervision Inspections and Quality Controls***

The contractor shall either himself supervise the execution of the works or shall appoint the competent Engineer approved by the EIC, to act on his behalf. If in the opinion of the EIC, the contractor has himself no sufficient knowledge and experience to receive instructions or cannot give full attention to the works or fails to appoint a suitable qualified Engineer, the EIC will suspend the work till a suitable agent/Engineer is appointed and contractor will not get any compensation for this.

### **Inspection of works**

The contractor shall inform the EIC in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without effecting the further progress of the work. The work shall not be considered to have been completed in accordance to the terms of the contract until the EIC have certified in writing to that effect. Approval of materials of workmanship or approval of part of the work during the progress of execution shall not bind the EIC or in any way affect him even to reject the work which is alleged to be completed and suspend the issue of his certificate of completion until such alterations and modifications or reconstruction's have been affected the cost of the contractor as shall enable him to certify that the work has been completed to his satisfactions. The contractor shall provide at his own cost necessary ladder/ boat and such arrangement as to provide necessary facilities and assistance for proper inspection of all parts of the works at his own cost.

### **Quality assurance**

All materials to be used on the work shall be got approved in advance from the EIC and shall pass the test or analysis required by him which will be:

- a) As specified in the specification for the items.
- b) ISI specification for the items.
- c) Such recognized specification acceptable to EIC as equivalent thereto or in absence of such authorized specification such requirement test and /or analysis may be specified by the EIC in order of precedence given above.
- d) The contractor shall at his risk and cost make all arrangement/ or shall provide for all such facilities as the EIC may require for collecting, preparing required number of samples for test or analysis at such time and to such places as may be directed by EIC and their all such charges. Such samples shall also be deposited with the EIC.
- e) The contractor shall, if any when required, submit at his cost the samples of the materials to be tested or analyzed or if so directed, shall not make use of incorporate in the works any material to be represented by the samples until the required test/ analysis have been made and the materials finally accepted by the EIC.
- f) The contractor shall not be eligible for any claim or compensation either arising out any delay in the work or due to any corrective measure required to be taken on account of and as a result of testing of the materials.
- g) In case of materials procured by the contractor, testing as required by the codes and specification shall be arranged by him at his own cost. Testing shall be done in presence of authorized representative of EIC at the nearest approved laboratory.

# Section – IV

## Tech Form No. I

### ASSIGNMENTS OF WORK SUCCESSFULLY COMPLETED DURING LAST 7 YEARS (*Survey & Investigation Works of river basin Master Plan and Water Resource Project*)

SL. No.	Name of Assignment (Brief Scope)	Name of project	Owner of sponsoring	Cost of assignment	Date of Commencement	Date of Completion	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:

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## Tech Form No. II

### ASSIGNMENTS OF WORK SUCCESSFULLY COMPLETED DURING LAST 7 YEARS (*Master Plan Works of river basin Master Plan and Water Resource Project*)

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

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

Signature: Full Name: and address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Tech Form No. III

### DETAILS OF TURNOVER

Sl. No	Period	Turnover (in Rs.)
1	2023-24	
2	2022-23	
3	2021-22	
4	2020-21	
5	2019-20	

### DETAILS OF PROFIT

Sl. No	Period	Profit (in Rs.)
1	2023-24	
2	2022-23	
3	2021-22	
4	2020-21	
5	2019-20	

Note:

1. Please attach documentary evidence CERTIFIED BY CA 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**

## Tech Form No. III A

### FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/S /Shri .....having marginally noted address, a customer of our bank are / is respectable and can be treated as good for any engagement up to a limit of ` ..... (Rupees.....)only

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)  
For the Bank

#### NOTE –

- (1) Bankers' certificates should be on letter head of the Bank sealed in cover addressed to tendering authority.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

## Tech Form No. IV

### TEAM COMPOSITION AND TASK ASSIGNMENT

Sl. No.	Position	Name of the person proposed	Qualification	Experience	Task Assigned
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					

#### Sub-professional Staff

Position	Name of the person proposed	Qualification	Experience	Task Assigned

**Signature of authorized signatory**

## Tech Form No. IV A

### Curriculum Vitae (CV) for proposed Key Expert

#### 1. General

<b>Position Title and No.</b>	[e.g., Project Manager [ <b>Note:</b> Only one candidate shall be
<b>Name of Key Expert</b>	[Insert full name]
<b>Date of Birth</b>	[day/month/year]
<b>Nationality</b>	
<b>Country of Citizenship/Residence</b>	

#### 2. Education:

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

#### 3. Employment record relevant to the assignment:

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

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

\*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

## Tech Form No. V

### **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 (inclusive of charts, illustrations, photos and diagrams) divided into the following three chapters:

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

### **Technical Approach and Methodology:**

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, proposed type of technology to be used, 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 specific technical methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Please do not repeat/copy the TOR in here

### **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.

### **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.

# ANNEXURE - I BID SECURITY (BANK GURANTEE)

## BID SECURITY (BANK GURANTEE)

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 to \_\_\_\_\_ (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:

1. If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
2. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity
  - a) Fails or refuses to execute the Form of Agreement in accordance with the instruction to Bidders if required; or
  - b) Fails or refuses to furnish the Performance security in accordance with the instruction to bidders; or
  - c) 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 three 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 Bids as such Deadline 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)

# ANNEXURE-II PROFORMA FOR CONTRACT PERFORMANCE GUARANTEE

## PROFORMA FOR CONTRACT PERFORMANCE GUARANTEE

(To be executed on Rs.100/-Stamp Paper and BG will attract stamp duty as per Stamp Act.)

KNOW ALL MEN AND THESE PRESENTS WITNESS that WE  
 ..... BANK, a Banking Corporation constituted by  
 the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 carrying on business of  
 Banking in Guwahati and at other places in India and having its Head Office  
 at.....  
 .....and Branch Office  
 at..... hereinafter referred to as 'the said Bank'.

WHEREAS the Brahmaputra Board hereafter ..... has  
 invited tenders for execution of .....hereinafter referred  
 to as the said work.

AND WHEREAS M/s..... has /have responded to the  
 said tender and having been declared as the successful Central PSUs /State PSUs/ Specialized  
 Agencies or Institutions has /have agreed to execute the contract for the said work as per the terms  
 and conditions of the tender-document.

AND WHEREAS the terms of the tender document require that the successful Central PSUs  
 /State PSUs/ Specialized Agencies or Institutions shall furnish to the Brahmaputra Board a  
 Performance Guarantee of Rs..... (Rs.....) for faithful  
 compliance of the terms and conditions contained in the tender document the work awarded under  
 the tender and the agreement date .....

WE ..... Bank to hereby undertake to pay you,  
 upon your first written demand and without argument, any sum or sums within the limits of .....  
 (Amount of guarantee) as aforesaid without Brahmaputra Board needing to prove or to show grounds  
 or reasons for your demand for the sum specified therein.

We further agree that no change or addition to or other modification of the terms of the contract  
 or of the works to be performed there under or of any of the contract documents which may be  
 made between Brahmaputra Board and the Central PSUs /State PSUs/ Specialized Agencies or  
 Institutions shall in any way release us from any liability under this guarantee, and we hereby waive  
 notice of any such change, addition or modification.

WE.....do hereby undertake and agree to pay to  
 the Executive Engineer, of the Brahmaputra Board the amount due under this guarantee. 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.....).

WE..... Bank, hereby further agree that  
 the Guarantee herein contained shall remain in full force and effect during the period and till the work  
 awarded under the tender is faithfully executed the obligation under the tender document and the

agreement dated..... is discharged by M/s..... to the satisfaction of the Executive Engineer of Brahmaputra Board.

WE ..... Bank further agree and undertake to extend the period of this guarantee from time to time.

WE..... Bank hereby further agree with the Executive Engineer or his successor or successors that the Brahmaputra Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the tender document. The agreement dated ..... and the contract entered into with the .....of the Brahmaputra Board by M/s.....

WE ..... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Executive Engineer of Brahmaputra Board in writing.

Date :.....Day of .....

**WITNESS:**

**BANK**

- 1.
- 2.

## ANNEXURE – III INTEGRITY

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

for the work **“PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR IMPLEMENTATION OF ANTI- EROSION MEASURES FOR CHITELUI RIVER, KOLASIB DISTRICT, MIZORAM.”**

Dear Sir,

It is hereby declared that Brahmaputra Board (BB) is committed to follow the principle of transparency equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder will sign the Integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Brahmaputra Board (BB).

Executive Engineer  
Aizawl Division, Brahmaputra Board  
Zemabawk, Aizawl, Mizoram  
PIN : 796017

## INTEGRITY PACT

To,  
Executive Engineer  
Aizawl Division, Brahmaputra Board  
Zemabawk, Aizawl, Mizoram  
PIN : 796017

**Sub: Submission of Tender for the Work .“ PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR IMPLEMENTATION OF ANTI- EROSION MEASURES FOR CHITELUI RIVER, KOLASIB DISTRICT, MIZORAM.”**

Dear Sir,

I/We acknowledge that Brahmaputra Board is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/ We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Brahmaputra Board shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

To,

Executive Engineer  
Aizawl Division, Brahmaputra Board  
Zemabawk, Aizawl, Mizoram  
PIN : 796017

**To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Brahmaputra Board**

## INTEGRITY AGREEMENT

This Integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of 202.....

### **BETWEEN**

Chairman, Brahmaputra Board represented through the Executive Engineer, Aizawl Division, Brahmaputra Board, Aizawl-796017 (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

### **AND**

(Name and Address of the Individual/firm/Company)

Through \_\_\_\_\_ (details of duly authorized signatory) (Hereinafter referred to as the "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **Preamble**

WHEREAS the Principal / Owner has floated the Tender hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure contract for "Preparation of Detailed Project Report (DPR) for implementation of Anti-erosion measures of CHITELUI River, KOLASIB District, Mizoram including carrying out field survey and data collection complete" hereinafter referred to as the "**Contract**"

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

### **Article 1: Commitment of the Principal/Owner**

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members,

will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its

employees which is a criminal offence under the Indian Penal code

(IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s)/Contractor(s)**

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract/

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per format enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

#### **2) Forfeiture of EMD/Performance Guarantee/Security Deposit:**

If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.

#### **3) Criminal Liability:**

If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Brahmaputra Board.

#### **Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.

- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses

.....

(For and on behalf of **Principal/Owner**)

.....

(For and on behalf of **Bidder/Contractor**)

# ANNEXURE-IV ADDITIONAL TERMS AND CONDITION OF CONTRACT

## **ADDITIONAL TERMS AND CONDITION OF CONTRACT**

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made on the----- day of the -----month of 2024, between Brahmputra Board (hereinafter called the "Owner") and ..... (herein after called the "Central PSUs /State PSUs/ Specialized Agencies or Institutions ") liable to the Owner for all the Central PSUs /State PSUs/ Specialized Agencies or Institutions obligations under this Contract, namely, and... (herein after called the " Central PSUs /State PSUs/ Specialized Agencies or Institutions ").

WHEREAS: -

The Owner intends to hire Central PSUs /State PSUs/ Specialized Agencies or Institutions for providing consultancy service for **"PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR IMPLEMENTATION OF ANTI- EROSION MEASURES FOR CHITELUI RIVER, KOLASIB DISTRICT, MIZORAM."**

- A. The Owner has requested the Central PSUs /State PSUs/ Specialized Agencies or Institutions to provide certain consulting services required for the Project as defined hereinafter (hereinafter called the "Services");
- B. Central PSUs /State PSUs/ Specialized Agencies or Institutions, 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 Central PSUs /State PSUs/ Specialized Agencies or Institutions.
- C. "Effective Date" means the date on which this Contract comes force and effect pursuant to Clause 2.1 thereof;
- 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 Preparation of DRP for Anti Erosion Work in CHITELUI River in the state Mizoram.
- 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 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

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 Central PSUs /State PSUs/ Specialized Agencies or Institutions: 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 representative.
- B. on behalf of the Consultants by representative.

### 1.6 Taxes and Duties

The consultants shall pay all the taxes including GST, Service Charge, all duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract. Rate quoted by Central PSUs /State PSUs/ Specialized Agencies or Institutions should be inclusive of all

taxes, GST, Service Charges, all duties etc.

## **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 Central PSUs /State PSUs/ Specialized Agencies or Institutions 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**

Central PSUs /State PSUs/ Specialized Agencies or Institutions PSUs 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 parties 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 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 Central PSUs /State PSUs/ Specialized Agencies or Institutions, suspend all payments to the Central PSUs /State PSUs/ Specialized Agencies or Institutions hereunder if the Central PSUs /State PSUs/ Specialized Agencies or Institutions 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 Central PSUs /State PSUs/ Specialized Agencies or Institutions to remedy such failure within a period not exceeding seven (7) days after receipt by the Central PSUs /State PSUs/ Specialized Agencies or Institutions 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 in 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 they 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.

## **3.0 OBLIGATIONS OF THE Central PSUs /State PSUs/ Specialized Agencies or Institutions**

### **3.1 General**

#### **3.1.1 Standard of Performance**

The Central PSUs /State PSUs/ Specialized Agencies or Institutions 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 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 Central PSUs /State PSUs/ Specialized Agencies or Institutions, their Sub- Consultant and the Personnel of either of them shall not, 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 otherwise prior written consent of the Brahmaputra Board.

### **3.2 Documents Prepared by the Central PSUs /State PSUs/ Specialized Agencies or Institutions to be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents prepared by the Central PSUs /State PSUs/ Specialized Agencies or Institutions in performing the Services shall become and remain the property of the Brahmaputra Board and the Central PSUs /State PSUs/ Specialized Agencies or Institutions 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 Central PSUs /State PSUs/ Specialized Agencies or Institutions 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.

## **4.0 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 Central PSUs /State PSUs/ Specialized Agencies or Institutions 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.

## **5.0 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 rate quoted should be inclusive of all the taxes (GST, Service Charge, Agency charge and all duties). **Any deduction may be done towards GST for the payment to Central PSUs /State PSUs/ Specialized Agencies or Institutions as per Government of India norms.**

## **6.0 COMPENSATION FOR DELAY**

If the Central PSUs /State PSUs/ Specialized Agencies or Institutions 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 Central PSUs /State PSUs/ Specialized Agencies or Institutions, without prejudice to any other right or remedy of Brahmaputra Board on account of such delay, the Central PSUs /State PSUs/ Specialized Agencies or Institutions 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 10% of contract price including any additions &/or deletions thereto.

## **7.0 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 the Jurisdiction of Gauhati High court only.

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)

Witness:

By: 1. Authorised Representative -----

2. Authorised Representative -----

For and On Behalf of (Central PSUs /State PSUs/ Specialized Agencies or Institutions)

Witness:

By: 1. Authorised Representative -----

2. Authorised Representative -----