

**WATER RESOURCES DEPARTMENT
GOVT. OF ASSAM**

REQUEST FOR PROPOSAL

FOR

ENGAGEMENT OF EMPANELLED CONSULTANTS

FOR

PROJECT: “Restoration and rejuvenation of wetlands of Assam to enhance the water retention capacity and to mitigate the risks of flooding and erosion”

GOVERNMENT OF ASSAM

1. PROJECT.: **“Restoration and rejuvenation of wetlands of Assam to enhance the water retention capacity and to mitigate the risks of flooding and erosion”**

REQUEST FOR BIDS NO. 01 of 2025-26

National Open Competitive Procurement

Procurement of Consulting Services
(Two-Envelope Bidding Process with e-Procurement)

1. NAME OF CONSULTING SERVICE : Selection of Consultant for Consultancy Services for the Project: **“Restoration and rejuvenation of wetlands of Assam to enhance the water retention capacity and to mitigate the risks of flooding and erosion”**

PERIOD OF SALE OF BIDDING DOCUMENT : FROM 08-01-2025

PRE-BID MEETING : 13/01/2025 TIME 13:00 HOURS

START DATE AND TIME FOR SUBMISSION OF BIDS : 09/01/2025 TIME 12:00 HOURS

LAST DATE AND TIME FOR SUBMISSION OF BIDS : 18/01/2025 TIME 16:00 HOURS

* TIME AND DATE OF OPENING OF BIDS – Technical Part : 18/01/2025 TIME 17:00 HOURS

PLACE OF OPENING OF BIDS : Office of the Chief Engineer, Water Resources Department, Assam, Assam Water Centre, Basistha, Guwahati 29

DISCLAIMER

The information contained in this **Request for Proposal (RFP)** document or subsequently provided to consultants, whether verbally or in documentary or any other form as appropriate, by or on behalf of Water Resources Department, Government of Assam, or any of its employees, provide the terms and conditions set out in this RFP document for the engagement of empanelled consultants for *Consultancy* services of the following project, conceptualised by the Department:

Restoration and rejuvenation of wetlands of Assam to enhance the water retention capacity and to mitigate the risks of flooding and erosion.

This RFP document is neither an Agreement nor an offer or invitation by the Water Resources Department, Assam Water Centre, Govt. of Assam, to any person or firm including consultants. The purpose of this RFP document is to provide information intended to assist the formulation of proposal or submission. This RFP document includes statements which reflect various assumptions and assessments arrived at by the WRD, Govt. of Assam in relation to the work.

However, this RFP document does not purport to contain all the information each Bidder/Consultant may require. This RFP document may not be appropriate for all persons/consultants, and it is not possible for WRD, AWC, Govt. of Assam, and its employees to consider the investment objectives, financial situation and particular needs of every Consultant. The Consultants should conduct own site investigations, studies and analysis, and check the accuracy; reliability and completeness of the information provided in this RFP document and obtain an independent advice/information from appropriate sources.

“WRD, AWC” at all times with regard to all the references in this RFP, or any other Addendum attached thereto shall mean the Water Resources Department, Govt. of Assam. The WRD, AWC and its employees make no representation or warranty and shall have no liability to any person or firm including any consultants under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise. This includes the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way in the selection process.

WRD, AWC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document at any stage.

This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the project in accordance with RFP the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential.

The issue of this RFP document does not imply that WRD, AWC is bound to empanel or select a firm / consultant or appoint one, as the case may be, for the consultancy. WRD, AWC does not assure acceptance of the lowest quoted amount for award of contract and reserves all the right to modify and finalize the Contract Amount of the most advantageous bid after due recommendation of the Bid Evaluation Committee for Consultancy Services under WRD. WRD, AWC also reserves all the right to reject any or all the proposals without assigning any reason whatsoever.

1. PROJECT BRIEF

"Restoration and Rejuvenation of Wetlands in Assam to Enhance Water Retention Capacity and Mitigate Flooding and Erosion Risks"

This initiative represents a proactive strategy to utilize Assam's wetlands for floodwater storage, addressing the persistent flooding challenges in the region. The identification of 271 wetlands over 10

hectares by NESAC highlights significant opportunities to create large-scale solutions for managing excess floodwaters effectively.

As part of the project, the **Water Resources Department (WRD)** has identified selected low-lying areas to store floodwaters, reducing flood impacts in the Brahmaputra Valley and its tributaries. Executive Engineers of relevant divisions have pinpointed several potential wetlands for restoration based on predefined criteria.

Primary Goal:

To mitigate flooding and erosion risks by restoring and rejuvenating wetlands, improving their ecological and hydrological functionality.

Specific Objectives:

1. **Flood Risk Reduction:**
 - Enhance wetlands' natural capacity to buffer floods by improving hydrology and increasing water storage.
2. **Erosion Control:**
 - Stabilize riverbanks through vegetation restoration and protect wetlands to prevent soil erosion and land loss.
3. **Biodiversity Restoration:**
 - Reintroduce native species and establish habitats for aquatic and avian wildlife to restore ecological balance.
4. **Sustainable Livelihood Promotion:**
 - Engage local communities in sustainable wetland management and conservation activities to support long-term livelihoods.

Scope of Work for the Consultancy Firm:

The consulting firm has been entrusted with the following responsibilities:

1. **On-field Assessment:** Evaluate the current conditions of the selected/identified wetlands by the respective divisions of the Water Resources Department (WRD)
2. **Hydrological Surveys and Feasibility Studies:** Conduct in-depth hydrological analysis and feasibility assessments.
3. **Preparation of Reports:** Develop concept papers and prepare the Draft Detailed Project Report (DPR).
4. **Preparation of Final DPR:** Prepare the DPR and assist the Water Resources Department (WRD) in providing all necessary clarifications regarding approval of the said DPR with State and Central Government Agency/Department.

This scheme aims to harness Assam's wetlands for flood mitigation, biodiversity conservation, and sustainable community development, creating a resilient approach to managing water resources and natural hazards.

Water Resource Department, Assam invites intending empanelled consultancy firms who are registered under W.R. Department, GoA for Selection of Consultant for Consultancy Service:

"Restoration and rejuvenation of wetlands of Assam to enhance the water retention capacity and to mitigate the risks of flooding and erosion"

2. INVITATION AND SCHEDULE OF BIDDING PROCESS

- i. Department of Water Resources (WRD), Government of Assam (GoA) (hereinafter referred to as the Authority") intends to select Consultant- Consultancy for **"Restoration and rejuvenation of**

wetlands of Assam to enhance the water retention capacity and to mitigate the risks of flooding and erosion”

(Hereinafter referred to as the “Consultant”).

- ii. Department of Water Resources, Government of Assam (the "Authority") is the nodal agency for the planning and implementation of Water Resource projects in the State of Assam through concerned Nodal Departments specialized for different Components/Sub-Components.
- iii. The Authority intend to promote development of projects in the state of Assam through PPP and Non-PPP mode. The Authority would also endeavor to avail grants from Government of India and funding from multi-lateral and bi-lateral agencies for such projects in Assam
- iv. The issuing authority, at its own discretion, may extend the date for submission of bids. In such a case, all rights and obligations of issuing authority and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- v. The Authority would endeavor to adhere to the following schedule:

Event Description	Scheduled Date
Last date of receiving queries	Up to the date of the Pre-proposal conference
Pre-proposal conference	13/01/2025 at 13:00 Hours
Proposal Due Date (POD) and time (i.e. last date and time of receiving Proposals)	18/01/2025 up to 16:00 Hrs.
Submission of proposals (Bids)	Proposals should be submitted online at https://assamtenders.gov.in
Opening of Technical Proposals	On Proposal Due Date at 17:00 Hrs. or thereafter
Technical Presentation	Shall be intimated later
Opening of Financial Proposals	Shall be intimated later
Validity of Proposals	180 days from Due Date of bid opening

- 3. Bidding will be conducted through National Open Competitive Procurement using a Request for Proposal (RFP) and is open to all eligible Bidders registered under Water Resources Department, Assam as Consultant
- 4. Interested eligible Bidders may obtain further information from office of the Chief Engineer, Water Resources Department, Government of Assam, *and cewrd.assam@yahoo.co.in* inspect of the bidding document during office hours [i.e. 10:00HRS to 17:00 hours] at the address given below:
O/o the Chief Engineer, W.R. Department, 5th Floor, AWC, Basistha, Guwahati-29.
- 5. The bidding document is available online on <https://assamtenders.gov.in> and website of WRD, Assam i.e. <http://waterresources.assam.gov.in> from 08/01/2025 to 18/01/2025 which can be downloaded free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
- 6. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://assamtenders.gov.in>.
- 7. Bids must be submitted online on <https://assamtenders.gov.in> (website) on or before 16:00 hours on 18/01/2025 and the ‘Technical Part’ of the bids will be opened online on the same day at 17:00 hours. The ‘Financial Part’ shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of

the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.

8. All Bids must be accompanied by a Bid Security of the amount specified for the consulting service in the table below, drawn in favour of Assistant Chief Engineer, WRD. Bid security will have to be in any one of the forms either to be submitted through online module available at assamtenders.gov.in portal or through Bank Guarantee which shall have to be valid for 45 days beyond the validity of the bid. Procedure for submission of bid security is described in Para 9.
9. The bidders are required to submit (A) original bid security in case the bidder choose to submit the bid security in the form of Bank Guarantee; and (B) original affidavit regarding correctness of information furnished with bid document to The Assistant Chief Engineer, Water Resources Department, Government of Assam at 5th Floor of Assam Water Centre, Basistha Chariali, Guwahati-29 before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
10. Other details can be seen in the bidding document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
11. The address for communication is as under:

Chief Engineer, W.R. Department
5th Floor, Assam Water Center,
Basistha Chariali, Guwahati-781029
Assam, India
e-mail: cewrd.assam@yahoo.co.in
website: <http://waterresources.assam.gov.in>

TABLE

Package No	Name of Consulting Service	Bid Security * (Rs.)	Cost of Document (Rs.)	Period of Completion
1	2	3	4	5
	<i>Consultancy Services for the Project: "Restoration and rejuvenation of wetlands of Assam to enhance the water retention capacity and to mitigate the risks of flooding and erosion"</i>	INR 1 Lakh	Nil	24 Months

Chief Engineer
Water Resources Department
At 5th Floor of Assam Water Center
Basistha Chariali, Guwahati-29

1.1. PRE-PROPOSAL CONFERENCE

The date, time and venue of Pre-Proposal Conference shall be as Indicated **above** at Water Resources Department, Assam.

- 1.1.1. **COMMUNICATIONS:** All communications including the submission of Proposal should be addressed to: ATTN. OF: The Chief Engineer, Water Resources Department, Assam Water Centre, Guwahati, Assam- 781029
- 1.1.2. ~~TEL NO: Fax No.:~~ E-MAIL: cewrd.assam@yahoo.co.in
- 2.7.2 The Official **Website** of the Authority is: <https://waterresources.assam.gov.in>
- 2.7.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

"SELECTION OF CONSULTANT FOR CONSULTANCY SERVICES FOR: "RESTORATION AND REJUVENATION OF WETLANDS OF ASSAM TO ENHANCE THE WATER RETENTION CAPACITY AND TO MITIGATE THE RISKS OF FLOODING AND EROSION"

2. INFORMATION TO BIDDERS

- 2.1.1. Each bidder shall submit a maximum of one (1) Proposal for the assignment, in response to this RFP document. Any bidder, who submits more than one proposal for the assignment shall be disqualified.
- 2.1.2. Bidders registered under the Water Resource Department, Government of Assam for "Consultancy services will be eligible bidders for the project. Bidders should submit the relevant registration document with their bid to support the above
- 2.1.3. Bidders who are not registered with the department as consultants are required to register in advance.

2.2. Bid Process

- i. The Authority intends to adopt a QCBS bidding process for selection of the firm for Consultancy for this assignment. The proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful bidder. The Successful Bidder is required to enter into a Consultancy Agreement with the Authority and the draft of the same is set out in Schedule B. The fees shall be paid to the Consultancy by the Authority in the manner as set out in the Draft Consultancy Agreement.
- i. At any time prior to the Proposal Due Date, The Authority may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP document by the issuance of Addenda, or amendment. Addendum, if any, will appear on the e-procurement system under "Latest Corrigendum".
- ii. The bids/proposals submitted shall be valid for a period of 180 days from Due date of submitting proposal/date of opening of bids. The Department may request for an extension in the validity of the proposal by up to 30 days.

2.3. MINIMUM ELIGIBILITY CRITERIA

Applicants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

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

- i. The Bidder should be a Company/ Firm/ LLP / PSU registered in India with a track record of providing consulting/ advisory services for at least 5 years as on March 31, 2024. Proof of incorporation shall be submitted.
- ii. The Bidder should not have ever been blacklisted by Government i.e., Central Govt./State Govt./PSU/Governmental Agency/Govt. Department. ***Bidder must submit an affidavit in this regard.***
- iii. The Bidder should have an average annual turnover of more than INR 5 crores from consulting/advisory services in last 3 years. (2021-22, 2022-23 and 2023-24).

- iv. The average annual turnover certificate must be issued and certified by a registered Chartered Accountant (CA) with a valid UDIN.
- v. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified.
- vi. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request during or after the process of evaluation.

3. INSTRUCTION TO BIDDERS:

- i. The Bidder, at its own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for providing the Services. The costs of visiting the Site shall be at the Bidder's own expense.
- ii. At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda. The addendum will appear on the e-procurement system under "Latest Corrigendum".
- iii. All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 07 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.
- iv. The prices shall be quoted by the Bidder entirely in Indian Rupees.
- v. Standards for provision of the Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the RFP.
- vi. The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Evaluation and Qualification Criteria.
- vii. All Bidders shall provide a preliminary description of the proposed methodology, work plan and schedule.
- viii. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security
- ix. Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business
- x. Corrections, if any, can be carried out by editing the information before electronic submission on e-procurement portal
- xi. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission
- xii. Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive
- xiii. Bids must be uploaded online no later than the date and time as specified in the RFP.
- xiv. Lack of performance penalty: If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected.
- xv. The defect refers to any failure in the structure due to faulty design or use of un-real data in design consideration.
- xvi. Every time, notice of a Defect is given, the Service Provider shall correct the notified Defect within the time specified by the Employer's notice.

4. OPENING OF TECHNICAL PROPOSAL

Only the technical proposals of the bidders will be opened and screened for eligibility and only eligible proposals will be evaluated.

4.1. EARNEST MONEY DEPOSIT (EMD)

- i. Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of Rs.1,00,000/- (*One Lakh Rupees Only*) through online module or through Bank guarantee in favor of The Assistant Chief Engineer, Water Resource Department, Government of Assam of any scheduled bank, payable at Guwahati. (Exemption from payment of earnest money to registered MSMEs on submission of MSME certificate from competent authority)
- ii. EMD shall be returned to the unsuccessful Bidders as per Finance Department Notification.
- iii. EMD shall be forfeited in the following cases:
- iv. If any information or document furnished by the Bidder is found to be misleading or untrue in any material respect; and
- v. If the successful Bidder fails to execute the Consultancy Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by the authority.
- vi. If the consultant fails to complete the entire services, as under the contract agreement within the stipulated time agreed upon. In such a case, the consultant shall be considered as a defaulter of the department and shall not be considered for future departmental projects.

4.2. The roles, responsibilities and broad scope of work of a CONSULTANT are set out in the Schedule. The scope of services may be extended on mutually agreed fees, terms and conditions.

4.3. CLARIFICATIONS

A prospective Bidder requiring any clarification on the RFP document may notify the authority in writing via email to the address as specified in the RFP. The bidders should send in their queries latest by the Last Date for Receiving Queries mentioned in the Schedule of Bidding Process. The responses shall be uploaded on the Authority's web portal.

4.4 FORMAT AND SIGNING OF PROPOSAL

The Bidder is required to provide all the information as per this RFP document the authority shall evaluate only those proposals that are received within the time and in the required format and are complete in all respects. Each Proposal shall comprise the following:

1.1. DETAILS OF SUBMISSION

1.1.1. PART I: SUBMISSION OF TECHNICAL PART

- a) Covering letter in the format set out in **Appendix A**.
- b) Details of the Applicant in the format set out in **Appendix B**.
- c) Power of Attorney as per **Appendix C**, authorizing the signatory of the Proposal to submit the proposal.
- d) Technical Proposal comprising:
 - i. Approach and methodology in **Appendix D**.
 - ii. Key experts in **Appendix E**.
 - iii. Financial capacity of the bidder in **Appendix F**.
 - iv. Format for Financial Proposal **Appendix G**
 - v. Earnest Money Deposit in the manner described herein.
 - vi. Affidavit of No Litigation and Corrupt Practices.

1.1.2. PART II: SUBMISSION OF FINANCIAL PART

The Financial Proposal shall be quoted for CONSULTANT as approved by competent authority which shall be payable to the Consultant under the agreement. It shall be inclusive of the following:

- i. The Cost to Company expenses of the experts and personnel to be deployed for this assignment
- ii. The Financial Proposal shall be exclusive of Goods and Service Tax.

- iii. Cost towards Office space, furniture, hardware, software, internet connection, laptop, printer etc.
- iv. Hiring of Vehicles with a driver
- v. Ground reports in terms of data, surveys, etc.
- vi. Income tax as applicable shall be deducted at source from every payment towards fees.
- vii. The Proposal documents shall be printed, and each page shall be initialed by the authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.

Most Advantageous Bid

The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid that has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

B. TECHNICAL PART

1. Adequacy of Technical Proposal

In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in the Instructions to Bidders and Section III, Evaluation and Qualification Criteria. If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected, and Financial Part of that Bid shall not be opened.

2. Qualification

2.1 All Bidders shall include the following information and documents with their Bids:

- a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- b) total monetary value of Services performed for each of the last five years;
- c) Bidders empanelled with the Water Resource Department, Government of Assam under “empanelled consultancy services will be eligible bidders for the project. Bidders should submit the relevant empanelment notification with their bid to support to empanelment claim.
- d) The certificate must be issued and certified by a registered Chartered Accountant (CA) with a valid UDIN.
- e) reports on the financial standing of the Bidder, issued and certified by a registered Chartered Accountant (CA) with a valid UDIN;
 - Annual turn-over for the last 5 (five) years.
- f) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources); Bidder must submit a bank statement regarding the same.
- g) The bidder should not have ever been blacklisted by govt or central govt/state govt/PSU/governmental agency/govt department. ***Bidder must submit an affidavit in this regard.***

2.2 JV/Consortium is not allowed.

2.3 Technical Qualification Requirements: the Employer shall assess each Bid against the following Qualification Criteria tabulated below. Requirements not included in the text below shall not be used in the evaluation of the Bidders qualifications.

The technical proposals of the bidders will be opened and screened for eligibility and only eligible proposals will be evaluated on the basis of the following score card. The Scoring Criteria to be used for Evaluation (Technical Evaluation Criteria) will be as follows:

- a) Firm's **Experience** – 70 Marks
- b) Technical **Presentation** – 30 Marks
- c) Total – 100 Marks

Technical and Financial Evaluation Criteria			
Sr. No.	Criteria	Max Marks	Document/ Evidence Required
	Relevant experience of the bidder	70 Marks	
1	Should have undertaken at least one consultancy services in “Water Resources management and flood control projects” of project costing not less than 200 crores (<i>Rupees forty Crores only</i>) in North-east in the last 5 years. ❖ < INR 250 Crore – 5 marks ❖ INR 250 Crore - INR 400 Crore = 10 marks ❖ INR 400 Crore- INR 500 Crore = 15 marks ❖ INR 500 Crore and above = 20 marks	Total 20 marks	Copy of work order and Completion Certificate or work in progress certificate from concerned authority.
2	Financial strength: Average annual turnover from consulting/transaction advisory services within the last three Financial Years FY 2021-22, FY 2022-23, 2023-24): ❖ INR 5 crore -INR 7 crore = 5 marks ❖ INR 7 crore -INR 10 crore = 7.5 marks ❖ INR 10 crore and above= 10 marks	Total 10 marks	CA certified documents.
3	Experience of successfully completed large-scale consultancy services related to water resources management and flood control projects with State Department of a North-East State, with consultancy fee of: ❖ < INR 30 Crore= 10 marks ❖ INR 30 Crore - INR 50 Cr = 15 marks ❖ INR 60 Crore and above = 20 marks	Total 20 marks	Copy of work Order/ agreement and Completion Certificate from concerned authority.
4	Experience in release of grants; loans under schemes/plans of Ministries of Government of India/states for Projects in various states of as Consultants/TA: ❖ INR 30 crore- INR 50 Crore = 5 marks ❖ INR 50 crore- INR 80 Crore = 10 marks ❖ INR 80crore- INR 100 Crore = 15 marks ❖ INR 100 Crore and above = 20 marks	Total 20 marks	Copy of Sanction/release order with amount

B. Technical Presentation on Approach and methodology for the assignment including the assessment of the relevant skills and experience of the team for the assignment	Total 30 marks	
❖ Technical Approach, Methodology = upto 15 marks		
❖ Work Plan based on Terms of Reference = upto 7.5 marks		
❖ Organization and Staffing highlighting the job responsibility of team = upto 7.5 marks		
Total	100 marks	

EVALUATION CRITERIA

- (i) The Bidder is required to achieve a minimum score of 60 marks in their technical proposal.
- (ii) Evaluation of Financial Proposal: Only those Bidders whose Technical Proposals score at least 60 marks out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score (ST) ("**Technically Qualified bidders**").
- (iii) Financial bids of only the Technically Qualified bidders shall be opened for evaluation. Each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal will be considered. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

{F=amount of Financial Proposal}

5. COMBINED AND FINAL EVALUATION

1.1

- (i) Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows: $S = ST \times TVV + SF \times FW$ Where S is the combined score, and TVV/ and FW are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.
- (ii) Selection of Successful Bidder: Final ranking of all proposals shall be done with **weightage** of 80:20. Weightage or *80% shall be given to technical competence and 20% to the fee quoted in financial proposal.*
- (iii) Evaluation of adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach.
- (iv) This will be evaluated from the 'proposed work plan and methodology, submitted by the bidders as part of their Technical Proposals and by evaluation of a presentation. The presentation should cover the following aspects:
 - a. Background and core competency of the organization
 - b. Proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach
 - c. It may be noted that only those bidders shall be invited for presentation who will qualify as eligible under the eligibility conditions mentioned in this RFP
 - d. Supporting documents to be submitted by the consultants (to be submitted as part of Part I of proposals)

- (v) The Bidder firms shall submit the signed and stamped copies of client certificates and agreements or work orders, showing the scope of services, time and duration of services in support of project experiences submitted against the eligibility conditions.
- (vi) The Bidder firms shall submit the audited financial statement of each of the applicable financial years in support of its financial capacity.

1.2. SUBMISSION OF PROPOSAL

- 1.2.1. The softcopy proposals shall be submitted electronically. The bidder shall assign filenames "Part I" and "Part II" for the zipped files with respect to technical proposal and financial Proposal respectively and upload these proposal documents on the portal <https://assamtenders.gov.in>
- 1.3. The list of documents to be submitted in each part is mentioned in Clause 7.1.
- 1.3.1. If the filenames of proposal are not as instructed above, the authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of the authority, be rejected.
- 1.3.2. The Bidder is expected to examine carefully the contents of all the documents provided. Failing to comply with the requirements of RFP shall be at the Bidder's own risk.
- 1.3.3. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
 - made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document.
 - received all such relevant information as it has requested from the authority and
 - made a complete and careful examination of the various aspects of the Projects for which the consultancy services are to be provided.
- 1.3.4. The Authority shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- 1.3.5. Bidding in consortium shall not be allowed.

1.4. PROPOSAL DUE DATE

Proposals should be submitted within the time as mentioned in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.

- 1.4.1. The Authority may, at its sole discretion, extend the Proposal Due Date by issuing a corrigendum

1.5. OPENING OF PROPOSALS AND CLARIFICATIONS

- 1.5.1. The Authority would open the Technical Proposals on date of opening Technical Proposal as mentioned in the Schedule of Bidding Process for the purpose of evaluation. The Part II Submission of the shortlisted Bidders shall be opened after intimation of the date, time and venue of such opening in the presence of Bidders or their representatives, who choose to remain present.
- 1.5.2. The Authority reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.
- 1.5.3. To facilitate evaluation of Proposals, the authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

2. EVALUATION OF PROPOSALS

- 2.1. The criteria for eligibility, qualification, evaluation and selection of Applicants is set out in the RFP.
- 2.2. As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive will be further evaluated in accordance with the criteria set out in this RFP document.
- 2.3. The Part I Submission would be considered to be responsive if it meets the following conditions:
 - 2.3.1.it is received by the Proposal Due Date including any extension thereof.
 - 2.3.2.it is signed, stamped on each page and file names assigned as specified in Clause 7.2

2.3.3.it contains all the information and documents including EMD as requested in the RFP.

2.3.4.it contains information in formats specified in this RFP.

2.3.5.it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by the authority without communication with the bidder). The authority reserves the right to determine whether the information has been provided in reasonable detail.

2.3.6.There are no inconsistencies between the Proposal and the supporting documents.

2.4. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

2.4.1.which affects in any substantial way, the scope, quality, or performance of the assignment, or

2.4.2.which limits in any substantial way, the proposal the authority's rights or the bidder's obligations under the Agreement, or

2.4.3.which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

2.5. The responsive Proposals shall be evaluated as per the criteria set out in the RFP.

2.6. Quality Cost Based Selection (QCBS) method would be adopted for selection of Consultant for the Assignment, which has been more fully described in this RFP document.

2.7. In case there are two or more Bidders obtaining the highest Composite Score, the authority may in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of the authority.

2.8. The authority reserves the right to reject any proposal, if:

i. at any time, a material misrepresentation is made or discovered; or

ii. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

2.9. Notwithstanding anything contained in this RFP, the authority reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

2.10. The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP (Stage I Evaluation).

2.11. The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. The authority reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.

2.12. The Technical Proposal would be evaluated on the various aspects set out in the RFP. As part of the evaluation of the Technical Proposal, the authority may also request the Bidder to submit clarifications.

3 SCORING METHODOLOGY: TECHNICAL PROPOSAL

3.7.1 The total maximum point for evaluation of Technical Proposal is 100 marks.

3.7.2 The proposals submitted by the consultants would be evaluated and scores would be assigned based on the parameters set out in the table below.

6. AWARD OF CONSULTANCY

I. In the event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, the authority shall declare the Preferred Bidder as the Successful Bidder. The Authority will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted.

II. The Successful Bidder shall execute the Consultancy Agreement within one week of the issue of (LoA) or within such further time as the authority may agree to in its discretion. Failure of the Successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, the authority reserves the right to:

- a) either invite the next best Bidder for negotiations; or
 - b) Take any such measure as may be deemed fit in the sole discretion of the authority, including annulment of the bidding process.
- III. The selected Consultancy shall sign the agreement and deploy the team members for the assignment within 30 days from the date of letter of award.

Covering Letter
(On the Letterhead of the Applicant)

Date:

To

The Chief Engineer
Water Resources Department
Government of Assam

1. Subject: Selection of Consultant registered under W.R. Department for Consultancy services for “.: **“Restoration and rejuvenation of wetlands of Assam to enhance the water retention capacity and to mitigate the risks of flooding and erosion”**

Dear Sir,

Being duly authorized to represent and act on behalf of (Hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of (Name of Applicant) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the Proposal Due Date.

1. It is hereby agreed confirmed that:

- i. that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects, and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.
- ii. that in the preparation and submission of our Proposal. We have not acted in concert or in collusion with any other Applicant or other person(s) and not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorized Signatory of the Applicant

(Name, Title and Address of the Authorized Signatory)

seal of the Applicant

Details of Applicant
(On the Letter Head of the Applicant)

1. (a) Name of Applicant
- (b) Address of the registered and corporate office(s)
- (c) Date of incorporation and commencement of business
- (d) Company Registration no.

2. Details of individual(s) who will serve as the point of contact / communication for the authority with the Applicant:
 - i. Name
 - ii. Designation
 - iii. Company/Firm
 - iv. Address
 - v. Telephone number
 - vi. E-mail address
 - vii. Fax number
 - viii. Mobile number

POWER OF ATTORNEY
(On Stamp Paper of relevant value)

1. Know all men by these presents. We (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts' deeds and things necessary in connection with or incidental to our Proposal for SELECTION OF CONSULTANT REGISTERED UNDER W.R. DEPARTMENT FOR CONSULTANCY SERVICES FOR “:“**Restoration and rejuvenation of wetlands of Assam to enhance the water retention capacity and to mitigate the risks of flooding and erosion**”

including signing and submission of all documents and providing information/ responses to the authority in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the Day of 2025

For

Signature

(Name and designation of the person)

Methodology Statement and Approach

Particulars of Experts

Availability of the below proposed personnel with respect to the project requirements, as and when basis:

Sr. No	Key Experts	Minimum Qualification and experience	Professional experience
1	Project Director	He/ She should have graduated in B.E Civil engineering & involved in at least 2 (two) Water resource projects	15 years
2	Water Management Expert	Graduate in Civil Engineering with Post Graduation in Water Resources/Environmental Engineering having 10 years of experience in Flood management.	10 years
3	Project Co-ordinator	He/ She should have experience of Project coordination wherein investment is planned from MLFA, where he/she has been involved with project conception to bid process management	10 years
4	Project Execution Expert	He/ She should have extensive experience in bid process management. He/she should have led project teams for at least one large-scale development project	10 years
5	Project Support Team (2 nos.)	He/She should have expertise on multi-tasking	5 years
6	Environment Expert	B.E/B.Tech/Bsc with 10-year professional experience in field of Environment Studies.	10 years
7	Social Impact Expert	He/She has the expertise in relevant field.	5 years

Following is the On-Ground Team (based full-time on site for 24 months) required for the assignment:

1. Project Manager (1)
2. Project Planner (1)
3. Project Coordinator (2)
4. Project Assistant (1)

Financial Capacity

(Rs. In Crores)

Name of the Company	Annual turnover of the company			Supporting Documents
	FY 2023-24	FY 2022-23	FY 2021-22	

All bidders shall provide the details in the format given above.

Seal & Signature of Authorized Signatory

Format for Financial Proposal

From FIN 01

(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Consultancy]

.....

To

The Chief Engineer
 Water Resources Department
 Government of Assam

Dear Sir,

1. Sub: SELECTION OF CONSULTANT REGISTERED UNDER W.R. DEPARTMENT FOR CONSULTANCY SERVICES FOR “.:“ **Restoration and rejuvenation of wetlands of Assam to enhance the water retention capacity and to mitigate the risks of flooding and erosion**”

”.

We, the undersigned, having gone through this RFP document and Draft Consultancy Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the consulting services for the above in accordance with your RFP.

Particulars	% of the proposed project cost (In figures)	% of the proposed project cost (In words)
A	B	C
%Percentage of the Project Cost currently estimated as Rs 692 Crore (consultancy fees for executing the scope of work mentioned in the RFP)		

- Fee is inclusive of all taxes, excluding GST. (Amount shall be quoted in Indian Rupees Only)
- We confirm that the financial proposal includes all cost related with the project.
- **We confirm that the cost considered for bid evaluation for DPR Preparation is only for evaluation purpose and the actual cost of consultancy fees shall be based on the approved project cost during DPR stage**

- We confirm that the Financial Proposal confirms all the terms and conditions stipulated in the Request for Proposal Document. We would be solely responsible for any errors or omissions in our Financial Proposal
- We confirm that our Financial Proposal is FINAL in all respects and contains NO conditions
- Our Financial Proposal shall be binding upon us, subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e.,
(Date)
- We understand that Income Tax shall be deducted at source as per applicable laws
- We understand that a case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

Yours sincerely

Authorized Signature

Name and Title of Signatory

Name of Firm:

Seal of Firm:

Address

Form FIN 02 Breakup of Cost

Item	Cost	
	Indian Rupees Only	
Cost of the Financial Proposal		
Indirect Local Tax Estimates		
1. Good & Services tax payable in India (B)		<u>Rupees</u>
Total Estimate including Indirect Local Tax (C = A+B):		<u>Rupees</u>

Schedule A -TERMS OF REFERENCE

Scope of Services of Consultant

A consultant is needed to provide services from concept to groundbreaking.

PROJECT INFORMATION

The main objective of the project is to develop a proactive strategy to utilize Assam's wetlands for floodwater storage, addressing the persistent flooding challenges in the region. The identification of 271 wetlands over 10 hectares by NESAC highlights significant opportunities to create large-scale solutions for managing excess floodwaters effectively.

As part of the project, the **Water Resources Department (WRD)** has identified selected low-lying areas to store floodwaters, reducing flood impacts in the Brahmaputra Valley and its tributaries. Executive Engineers of relevant divisions have pinpointed several potential wetlands for restoration based on predefined criteria.

This scheme aims to harness Assam's wetlands for flood mitigation, biodiversity conservation, and sustainable community development, creating a resilient approach to managing water resources and natural hazards.

Water Resource Department, Assam invites intending empanelled consultancy firms who are registered under W.R. Department, GoA for Selection of Consultant for Consultancy Service:

Primary Goal:

To mitigate flooding and erosion risks by restoring and rejuvenating wetlands, improving their ecological and hydrological functionality.

Objective of the Assignment:

In order to implement the project, it is proposed to engage suitable consultants to carry out investigation, survey, analysis of data, design of the scheme, to carry out engineering and social studies of the proposed projects, including detail engineering design based on data collected at site and supplied by the department, prepare cost estimate, bill of quantities, etc. required for tendering, as per Assam WRD and CWC standard guidelines, help in the process of evaluation of bids and providing support.

Specific Objectives:

1. Flood Risk Reduction:

- Enhance wetlands' natural capacity to buffer floods by improving hydrology and increasing water storage.

2. Erosion Control:

- Stabilize riverbanks through vegetation restoration and protect wetlands to prevent soil erosion and land loss.

3. Biodiversity Restoration:

- Reintroduce native species and establish habitats for aquatic and avian wildlife to restore ecological balance.

4. Sustainable Livelihood Promotion:

- Engage local communities in sustainable wetland management and conservation activities to support long-term livelihoods.

1.0 Scope of Consultancy Services & Deliverables:

The scope of the work shall include but not limited to the following:

- 1. On-field Assessment:** Evaluate the current conditions of all the identified wetlands by the respective divisions of the Water Resources Department (WRD).
- 2. Hydrological Surveys and Feasibility Studies:** - The Consultant shall be responsible for conducting a feasibility study for the proposed Project's outcome and developing an action plan. To carry out the feasibility study, the consultant shall carry out necessary surveys for collection of the requisite data and the department will share any data available with them.
- 3. Preparation of Reports:** The Consultant shall be responsible for developing concept papers and preparing the final Detailed Project Report (DPR).

To prepare DPR that shall include the reports, design data, design of the anti-erosion work, flood frequency analysis using different methods validation of the project by calculation of Benefit Cost (BC) Ratio, damage anticipation using the historical damage data, General Abstract of Cost, Detailed Abstract of Cost, Detailed Estimate or any other CWC requirement, Rate analysis for items not covered in SOR, the sub-estimates, Index Map and Compass Map showing the location of the project and the provisions incorporated, cross-sectional drawings of the provisions, etc. the consultant is also to attend meetings with other stakeholder Departments, Government, etc. in connection with the consultancy service. The consultants are to modify the design, if required, after proof checking within 7 (seven) days. All submission related to design and drawings to be done in soft & hard copy.

The DPR shall also include the Project Implementation Plan which shall serve as a comprehensive roadmap for successfully executing the project from start to finish. This crucial document shall outline the project's objectives, scope, deliverables, timelines, resources, and risks. The master plan shall provide a clear overview of the project's purpose and set the direction to achieve the goal of the project. It shall detail the various phases, tasks, and milestones, ensuring that everyone understands their roles and responsibilities. The plan shall also incorporate a robust communication strategy to facilitate effective collaboration and information sharing. By creating a project master plan, organizations can ensure a structured and organized approach to project management, enhancing the chances of achieving desired outcomes within the allocated time and resources.

- 4. Taking necessary approval from CWC and similar body:** To place the DPRs in the CWC, New Delhi for taking necessary approval. All the observations made by the body must be addressed and incorporated during the process of scrutiny of the DPRs to obtain final approval.

1. GENERAL TERMS

The following General conditions of Contract, Contract Deliverables and Payment terms shall prevail:

- The consultant shall have to ensure quality assurance in his work and shall be responsible for acceptance / approval by the concerned Ministry / WRD. The Consultant shall perform the services and carry out its obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management

practices, and employ appropriate technology and safe and effective equipment, machinery, materials and method.

- The DPR's along with other related documents is to be submitted to the department within the time frame. Project preparation including submission of the final DPR's and reports for all assigned works shall be completed in phases.
- It will be incumbent upon the Consultant to clarify / modify any points raised by WRD.
- The bidder should quote their charges in percentage of proposed estimated cost of project however, the actual cost of consultancy fees in totality shall be paid on the approved project cost as finalized during DPR stage.
- Bidders should note that "ALL PAYMENTS SHALL BE SUBJECT TO SANCTION OF GOVT. AND AVAILABILITY OF FUND".
- The payment to the selected Consultant shall be made as per the below schedule laid down in Deliverables and Payment Schedules.
- The Consultant shall always act, in respect of any matter relating to the Contract or to be Services, as faithful advises to the WRD, and shall always support and safeguard the WRD's legitimate interests.
- The Consultant shall hold the WRD's interest's paramount, without any consideration for future work, and avoid conflict with other assignments or their own corporate interest.
- The Consultant shall be responsible for up keeping the files, records, documents etc. for projects they are working with.
- The data, surveyed or processed, design and any other information gathered related to the project during the project period shall be kept secret strictly and in no case shall be shared with anyone beyond the client and the consultant.

2. DELIVERABLES AND PAYMENT SCHEDULES

2.1. Stage I:

1. Preliminary survey report indicating Start & End points, site features, remarks of various departments as required etc.
2. Report as regards to all collected data and test result etc.
3. GAD of the structures. (General arrangement drawings)
4. Detail design calculation and estimate.
5. Estimate for utility shifting etc. and preliminary reconnaissance of land and aerial hydrographic survey, river cross section and bathymetry survey etc.

2.2 Stage II:

1. Draft DPR in suitable packages as desired by the client along with necessary design, drawings, estimates, reports.
2. Final DPR after scrutiny and incorporating any corrections, modifications pointed out by the Department. All submission related to design and drawings to be done in soft & hard copy.

2.4 Evaluation of proposals: The proposals will be evaluated on the basis of information submitted in the proposal. In comparing proposals, efficiency and reliability of consultant(s) and the eligibility criteria mentioned in the proposal document shall be considered.

Payment Schedule for the Work

1. **Basis of Payment:**
 - Payments to the consultants will be made based on the lowest quoted amount in the bid.
 - This amount will be included in the cost of each Detailed Project Report (DPR).

2. **Payment Timeline:**

- Payments will be released in phases on award of Consultancy.
- The payment Schedule is as follows:
- 10% Mobilization Advance based on BG.
- 30% on submission of Draft DPR
- 30% on submission of Final DPR
- 30% on Technical Approval of the DPR

Note:

- The Consultant will submit bills as per above schedule to the concerned Executive Engineer/ Assistant Chief Engineer/ O/o The Chief Engineer . The Executive Engineer will verify the bills and make arrangement for payment. The rates shall be inclusive of all taxes etc. excluding GST.GST will be paid extra, as per actuals from time to time. The Consultants shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this agreement and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

**Agreement for appointment of consultant
Draft Consultant Agreement**

1. AGREEMENT FOR SELECTION OF CONSULTANT REGISTERED UNDER W.R. DEPARTMENT FOR CONSULTANCY SERVICES FOR **“Restoration and rejuvenation of wetlands of Assam to enhance the water retention capacity and to mitigate the risks of flooding and erosion”**

”.

THIS AGREEMENT (“Consultancy Agreement”) is made on the ___ this day of _____2025 at Guwahati.

BETWEEN

Water Resources Department (WRD), Government of Assam (herein after referred to as the **“Authority”** or the **“First Party”** which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of one part

AND

----- Firm having its registered office at ----- (hereinafter referred to as the **“consultant”** or the **Second Party”**) which expression shall, unless it be repugnant or meaning thereof, include it administer, successors and permitted assigns) of the other part

The above-mentioned parties of the FIRST and SECOND part, are collectively referred to as the **“Parties”** and each is individually referred to as a **“Party”**.

WHEREAS:

2. The Authority vide its Request for Proposal No___ dated___ for appointment of consultant (herein after called the **“Consultancy”**) for SELECTION OF CONSULTANTS REGISTERED UNDER WRD FOR CONSULTANCY SERVICES FOR **“Restoration and rejuvenation of wetlands of Assam to enhance the water retention capacity and to mitigate the risks of flooding and erosion”**
- A. had invited Bid/Proposal for the Project. (Herein after called the **“Project”**).
 - B. The Consultant submitted its proposal for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposal the Consultant also agreed to provide the services to the Authority on the terms and Conditions as set forth in the RFP and this Agreement; and
 - C. The authority, on acceptance of the aforesaid proposal of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated_____ (the **“LOA”**):and
 - D. The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference (As in the Schedule A, herein after referred to as **“the Services”**) and to perform, fulfil, comply with and observe all and singular provision, conditions and requirements of this Agreement by deploying dedication personnel with specified qualification, experience and skill sets.
 - E. In consideration thereof, the Authority will pay to the consultant the fee (hereinafter referred to as **“the Fee”** as in Appendix G and will perform fulfil, comply with and observe all singular provision.
 - F. In pursuance of the LOA, the have agreed to enter into this Agreement.

CONDITIONS OF CONTRACT

1. General

1.1. Definitions and interpretation

1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) **“Agreement”** means this Agreement, together with all the Appendices;
- b) **“Applicable Laws”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- c) **“Dispute”** shall have the meaning set forth in Clause 11;
- d) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1:

- e) **"Government"** means the Government of Assam
- f) **"INR, Re. or Rs."** means Indian Rupees:
- g) **"Party"** means the Authority or the Consultant and Parties means both;
- h) **"Personnel"** means persons hired by the Consultant as employees or retainers and assigned to the performance of the Services or any part thereof.
- i) **"RFP"** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted:
- j) **"Services"** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- k) **"Third Party"** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant. All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

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

- (a) Agreement,
- (b) Appendices of Agreement.
- (c) RFP; and
- (d) Letter of Award

1.2. Relationship between the Parties

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between the Authority and the Consultant (PMC). The PMC, subject to this Agreement, should have complete charge of personnel performing the Services and the Consultant shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties

1.3. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts in the Guwahati shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.4. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.5. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:(a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.7 or to such other person as the Consultant may from time to time designate by notice to the Authority, provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;(b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.7 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due air mail or by courier, and(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery, provided that in the case of email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.6. Location

1.7. The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP.

1.8. The Authority may require the respective key personnel to spend the required man hours at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

1.9. Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant may be taken or executed by the officials specified in this Clause 1.7.

1.9.1. The Authority may, from time to time, designate one of its officials as the Authority Representative, unless otherwise notified, the Authority Representative shall be:

Tel:

Mobile:

E-mail:

1.9.2. The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Tel:

Mobile:

E-mail:

1.10. Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties regarding the deduction of such taxes as may be lawfully imposed on it.

2. Commencement, Completion and Termination of Agreement

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2. Commencement of Services

The Consultant shall commence the Services within a period of 30 (thirty) days from the Effective Date, unless otherwise agreed by the Parties

2.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) months' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

2.4. Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.8 hereof, this Agreement shall, unless extended by mutual consent, expire upon the expiry of 3 years from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5. Entire Agreement

2.5.1. This Agreement and the Appendices together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2. Without prejudice to the generality of the provisions of Clause 2.5 above, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

2.7. Force Majeure

2.7.1. Definition

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

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which diligent.

Party could reasonably have been expected to both (A) consider at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

2.7.2. No breach of Agreement: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

2.7.3. Measures to be taken: A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. Extension of time: Any period within which a Party shall, pursuant to this Agreement, 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 because of Force Majeure.

2.7.5. Payments

During the period of its inability to perform the Services because of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6. Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Termination of the Agreement

2.8.1. By the Authority:

The Authority by giving 30 (thirty) days written notice of termination to the Consultant: may terminate this Agreement after occurrence of any of events specified below.

- i. the performance of consultant is unsatisfactory according to the Authority:

- ii. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary
- iii. the Consultant fails to comply with any final decision reached because of arbitration proceedings pursuant to Clause 11 hereof;
- iv. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- v. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.8.2. By the Consultant

The Consultant may, by not less than 30 (thirty) days written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.6. terminate this Agreement if

- i. the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 11 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue
- ii. the Authority is in breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultants notice specifying such breach, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- iii. the Authority fails to comply with any final decision reached because of arbitration pursuant to Clause 11 thereof.

2.8.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (1) such rights and obligations as may have accrued on the date of termination of expiration, or which expressly survives such Termination, and (0) any right or remedy which a Party may have under this Agreement or the Applicable Laws

2.8.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- i. remuneration pursuant to Clause 4 here to for Services satisfactorily performed prior to the date of termination,
- ii. reimbursable expenditures pursuant to Clause 4 here of for expenditures actually incurred prior to the date of termination; and
- iii. except in the case of termination pursuant to Sub-clauses through (i) of Clause 2.8.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.
- iv. The Consultant can claim for payment only for the completed milestone of the "Payment schedule of the work" at clause **DELIVERABLES AND PAYMENT SCHEDULES**. However, the client will not entertain any bill /demand against any incomplete milestone.

2.8.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. DURATION OF THE AGREEMENT

The duration of the project support consultancy agreement shall be 24 months initially which may be extended for a further period based on mutual discussion and agreement by the end of 24 months' tenure.

4. PAYMENT TO CONSULTANT

4.1. An abstract of the fees payable to the consultant is set forth in Appendix- G of the Agreement, which are subject to approval of Govt. and availability of fund.

4.2. Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

4.3. Mode of Payment

The Authority shall make payment to the Consultant as per the bid document, at the discretion of authority and availability of the sanctioned funds. The fees shall be inclusive of all taxes, surcharges except the Goods & Service tax, which shall be paid separately by the Authority. The expenses on account of travel, as per instruction of the Authority to the Consultant team members, the cost of travel, local conveyance, etc. shall be paid by the Authority provided that the travel is made with the prior written approval of the Authority or when the travel has been made as per the written instruction of the Authority.

4.4. The Authority may request visit of any other official of the Consultant's organization for any expert advice and discussion. For such instances, cost of travel from the location of such official to Guwahati, cost of local conveyance in Guwahati, cost of food, accommodation and out of pocket expenses shall be paid by the Authority, along with cost of man-days for the visiting personnel for the days spend for such discussions, based on the cost per man-day for such personnel, which will be stated by the CONSULTANT in its communication, while confirming the dates and name of visiting personnel(s). The payment shall be made on submission of invoice along with original bills, tickets, boarding passes.

4.5. The Goods & Service Tax, Cess, surcharge levied on such services shall be payable extra by the Authority at the then prevailing rate on every payment made to the Consultant against invoice, including those for paying the travel cost of any personnel of the Consultant's organization.

4.6. All payments shall be subject to deduction of taxes at source as per Applicable Laws.

5. PERFORMANCE SECURITY

An amount of 2% (Two percent) shall be deducted from each payment made to the Consultant and retained as performance security (the "Performance Security"). The Performance Security shall be returned without any interest on termination of this Agreement after deducting the dues, penalty, if any. The retained amount shall be refunded only after deducting the dues, penalty, if any.

6. CONSULTANT'S PERSONNEL

6.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

6.2. Resources for Project Coordination

The Consultant shall deploy resources for Project coordination in Guwahati within Effective Date.

6.3. Submission of resources details for project coordination

The Consultant will share with WRD the details of resources deployed for project coordination

6.4. Substitution of Key Experts

6.4.1. The Authority expects all the Key Expert specified in the Appendix- E to be available during implementation of the Agreement.

6.4.2. In the event the Authority is not satisfied with performance of any of the resources working on the project, the Authority shall write to the Consultant to substitute such resources within 90 (ninety) days with resources, acceptable to the Authority with equal or better qualification and experience.

6.5. Working hours, Leaves etc.

6.5.1. The holidays, working hours and the timings for working days for the resources deployed in Guwahati shall be in accordance with those prevailing in the Authority.

6.5.2. The deployed resources may have to work on Saturdays, Sundays, holidays and also on extended hours, to support the Authority in the event of contingencies and urgency. For workings on such additional hours and on holidays no extra payment shall be made to the Consultant.

6.5.3. In the event the requirement of additional resources in Guwahati for project coordination activity the Consultant shall communicate the same to the Agency in writing for approval.

6.6. Project Coordinator

The organization of consultant shall also ensure that a nodal officer/project coordinator shall be available for discussions in Guwahati, as and when required. The Consultant shall also ensure that the project coordinator shall be available for discussing the progress made by the team

7. Responsibilities and Obligations of the Consultant.

7.1. General

7.1.1. Standards of Performance

The Consultant shall:

- (i) provide the Services as set out in Schedule A (Terms of Reference)
- (ii) exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- (iii) be bound to comply with any written direction of the Authority to vary the scope sequence or timing of the Services; and
- (iv) use all reasonable efforts to inform itself of Authority's requirements for the Deliverables for which purpose the Consultant shall consult the Authority throughout the performance of the Services.

7.1.2. Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Consultant, comply with the Applicable Laws.

7.2. Confidentiality

The Consultant shall treat the details received from the department for the assignment as confidential and for the Consultant's own information only and shall not share or disclose the same.

7.3. Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the actions, which are contrary to the submission of proposal or RFP document.

7.4. Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

7.5. Materials/ Reports furnished by the Authority

Materials/ Reports made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority

8. Obligations of the Authority

8.1. Access to documents/information/reports

The Authority shall provide to the Consultant documents/information/ reports as may be required by the Consultant to enable it to provide the Services. The Authority undertakes and agrees to furnish to the Consultant from time to time such other documents/ survey reports/ information / knowledge source to perform the Services.

8.2. Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to Goods and Service tax (GST) which increases or decreases the cost incurred by the Consultant in performing the

Services, then the amount payable to the Consultant under this Agreement shall be increased or decreased accordingly.

8.3. Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 4 of this Agreement.

9. Other Conditions

- 9.1.1.** In the event, any contribution required by any of the experts of the Consultant's organization, Consultant shall provide such services on mutually agreed terms and conditions. The Consultant shall arrange to submit such contribution such expert within 15 (fifteen) days from the date of receipt of such communication with the necessary documents from the Authority.
- 9.1.2.** The Authority may request review / comments of any expert of the Consultant's organization on any document prepared by the Consultant. The Consultant shall arrange to submit such contribution of such expert within 15 (fifteen) days from the date of receipt of such communication with the necessary documents from the Authority. No additional fee shall be paid to the consultant for reviewing and commenting on any document by an internal expert of the Consultant's organization.
- 9.1.3.** In the event the Authority desires that the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties,
- 9.1.4.** All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with the Authority unless otherwise agreed, between the Authority and the Consultant. The Authority as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- 9.1.5.** Unless otherwise agreed, the Authority shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the Services to be provided by the Consultant.

10. Compliance with Laws

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

11. Dispute Resolution

11.1. Amicable Resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties

11.2. Arbitration

- a) Procedure:** Any Dispute which is not resolved amicably within 30 days, the same shall be finally decided by reference to arbitration. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected.
- b) Place of Arbitration:** The place of arbitration shall ordinarily be Guwahati but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.
- c) English Language:** The request for arbitration, the answer to the request, the terms of reference, any written submissions. Any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings etc.
- d) Enforcement of Award:** The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 12 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay. The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority and their respective assets wherever situated.

- e) **Performance during Dispute Resolution** All rights and obligations of parties shall remain in force and effect until award in any arbitration proceedings hereunder.

12. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

13. WAIVERS

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement.
- (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party, and
- (iii) shall not affect the validity or enforceability of this Agreement in any manner.
- (iv) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

14. TRANSFER OF ASSIGNMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

15. VARIATIONS

The Authority may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with that direction.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
Authority:
(Signature)
(Name) (Name)
(Address) (Address)
(Designation)

For and on behalf of
Consultant:
(Signature)

(Designation)In the presence of.