



**ARIAS SOCIETY**

**Assam Rural Infrastructure and Agricultural Services Society**

*(An Autonomous Body of the Govt. of Assam)*

**Project Management Unit (PMU) of the Asian Development Bank financed Sustainable Wetland and Integrated Fisheries Transformation (SWIFT) Project**

Agriculture complex, Khanapara, G.S. Road, Guwahati-781022(Assam, India)

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**REQUEST FOR QUOTATIONS (RFQ):**

**NON-CONSULTING SERVICES**

**For**

**DETAILED ENGINEERING SURVEY, LAYOUT**

**PREPARATION, DESIGN AND ESTIMATION FOR**

**ELEVEN (11) WETLANDS AND BEELS CONSERVATION,**

**RESTORATION AND REJUVENATION: PACKAGE-3**

## **REQUEST FOR QUOTATION : NON CONSULTING-SERVICES (RFQS)**

**Project Title** : Sustainable Wetlands and Integrated Fisheries Transformation (SWIFT) Project

**Source of Funding** : The Asian Development Bank (ADB)

**Contract Reference** : *ARIAS/16/2024-SWIFT/ARIAS-P3*

### **Background:**

- (a) The Government of Assam through the Government of India has applied for a loan from the Asian Development Bank for the proposed Sustainable Wetlands and Integrated Fisheries Transformation (SWIFT) project to be implemented in Assam. The Project aims to promote the sustainable management of Assam's wetland (beel) ecosystems and fisheries development by actively engaging local communities in the management process and enhancing their economic and livelihood conditions. It is contemplated that total about forty (40) Beels will be taken up in the 1st phase of implementation, which are grouped into four (4) packages.
- (b) This RFQ is issued for Package-3 covering the following eleven (11) Beels, which is intended for engaging an agency for undertaking detailed Engineering Survey and preparation of Layout, Design and Estimation for Wetlands and Beels Conservation, Restoration and Rejuvenation. Similar RFQs are being floated for other three (3) Packages covering the balance twenty nine (29) Beels.
- (c) A bidder is free to quote for 1 (One) Package or multiple Packages. However, the bidder shall have to meet the combined qualification criteria (i.e. separate core team of key personnel, equipments, machineries, software, etc. for each package), failing which the bidder shall be considered for the packages for which the bidder meets the combined qualification criteria.

### **List of beel proposed to be developed under SWIFT Project**

Sl	Name of Beel	Village	District	Area (ha)	Package
1	Tinsukia	Vill-Phukan Phodia, PO: Panbecha	Sivsagar	20	<b>Package-3</b>
2	Masmorani	Vill:Chandbosa Handique Gaon, P/o Nazira		11.2	
3	Moridesoi Beel	Vill-Namdeure,P/o-Namdeure	Jorhat	14	
4	Sawguri Beel	Vill-Sawguri, P/o-Bormukali		10	
5	Rongdoi Beel	Vill-Rongdoi, Kumuka, P.O-Morangi	Golaghat	34	
6	Borgoria Beel	Vill-Borgoria Ponka P.O-Letekujan		30	
7	Kordaiguri Beel	Vill-Kordaiguri, P.O-Kedengpuri		25	
8	Sapekhaity Beel	Vill-Rantholi, P.O-Rantholi	Nagaon	66.76	
9	Bhagamur Beel	Vill-Bajiagaon, P.O-Bajiagaon		11.33	
10	Borthol Beel	Vill-Uttar Petboha		35	
11	Santijaan	Vill-Batadrava Borhissa, Batadrava Sauhissa,Bhumuraguri, Haidubi		12	

## **REQUEST FOR QUOTATION : NON CONSULTING-SERVICES (RFQs)**

**Subject:** Request for Quotations (RFQ) for providing “**Non-Consulting Services relating to Engineering Survey and Preparation of Layout, Design and Estimation for eleven (11) Wetlands and Beels Conservation, Restoration and Rejuvenation under the proposed ADB financed SWIFT Project: Package-3**”

Sir/Madam:

1. The State Project Director, ARIAS Society (herein after also mentioned as Client) hereby requests you to submit online price quotation as per Price Schedule furnished in this RFQ document and uploaded in the e-procurement portal, for the performance of the services described in the **Scope of Services** attached as **Appendix-A** in these documents. If you, however, have been associated with the preparation of this **Scope of Services** that is the subject of this request, you shall be disqualified.
2. The **Scope of Services**, the Form of Quotation and the form of Contract are enclosed to assist in the preparation of your price quotation
3. If, your firm, however, falls under any of the following conditions, your proposal shall not be considered:
  - (a) your firm is not registered in any ADB member country, or
  - (b) your firm has been associated with the firm that has prepared the terms of reference / Scope of services or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
  - (c) your firm is owned by the Client, or
  - (d) your firm is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anticorruption Policy (1998, as amended to date) or
  - (e) the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
4. To be qualified, you must **meet** the Qualification Criteria mentioned at **Clause-6** of this RFQ.
5. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.
  - (a) A bidder shall submit the quotation in one bid system in the e-procurement portal i.e. <https://assamtenders.gov.in>
  - (b) The RFQ document is available online on <https://assamtenders.gov.in> (*website*) **from 4th February, 2025 to 19th February, 2025** and can be downloaded free of cost. Bidders will be required to register on the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
  - (c) For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised 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>.

- (d) Bids must be submitted online on <https://assamtenders.gov.in> (website) on or before 2.00 PM (IST) on 19th February, 2025 and will be opened online on the same day at 2.15 PM (IST). 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.

<b>IMPORTANT INFORMATION</b>	
Last date & time for submission of RFQ	<b>19th February, 2025</b> at 2:00 P.M. (14:00 hrs IST)
Time & date for opening of RFQ	<b>19th February, 2025</b> at 2:15 P.M. (14:15 hrs IST)
Venue for opening of RFQ	Online from the office of the Assam Rural Infrastructure and Agricultural Services Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati- 781022
<b>Quotation Validity</b>	60 (sixty) days from the last date of submission of Quotation
Availability of RFQ document online	<a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a> and also at <a href="http://www.arias.in/procurements.html">http://www.arias.in/procurements.html</a> and

#### 6. Qualification Criteria:

Sl. No.	Eligibility Criteria	Documents to be submitted	Remarks
a	The bidder should be a registered Firm / Company/ Agency and shall be in operation for a minimum period of 3 (three) years.	Registration Certificate of the Firm/ Company issued by the Competent Authority as per applicable law of India.	
b.	<b>Experience:</b> The bidder should have experience in executing at least 1 (One) assignments of engineering surveys with drone, total station and DGPS & design of value not less than Rs. 40 lakhs in the last three years.	Copies of Work Order and Completion certificates from any State/central government/Public Sector organization.	
c.	The Bidder should have valid PAN and GSTIN registration	Copy of PAN and GST certificate	
d.	<b>Personnel:</b> The bidder shall submit an undertaking that the following personnel (excluding support staff) will be deployed for the assignment : 1. Team Leader cum Civil Engineer 2. Senior Survey Engineer 3. Land Surveyor 4. Drone Pilot 5. Bathymetric Surveyor 6. GIS Specialist 7. Hydrologist	An undertaking clearly mentioning that the key personnel (excluding support staff) will be deployed for the assignment	In case a bidder submits quotation for more than one package, the bidder shall have to submit separate undertaking for each package mentioning that separate personnel for each package will be deployed, or else the bid shall be rejected.

Sl. No.	Eligibility Criteria	Documents to be submitted	Remarks
	8. CADD Expert		
e.	<p><b>Equipments:</b> The bidder shall submit an undertaking that the following minimum equipments (excluding Computer, Software &amp; peripherals) will be deployed for the assignment</p> <p>a) Total Station (2) b) Drone (2) c) DGPS (2)</p>	An undertaking clearly mentioning that the bidder will deploy the minimum equipment as mentioned.	In case a bidder submits quotation for more than one package, the bidder shall have to submit separate undertaking for each package mentioning that separate set of equipment for each package will be deployed, or else the bid shall be rejected.

## 7. Preparation of Quotations

- (a) Your price quotation shall be for all the Beels under this package as described in the **Scope of Services**, and shall be submitted online on <https://assamtenders.gov.in> (website). The currency of quoted price and payment shall be INR (Indian Rupees).
- (b) You shall submit only one set of quotation for this package.
- (c) Your quotation(s) should be **valid for a period of 60 days** from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, you shall be excluded from the list of Service Providers for the project for two (2) years.
- (d) With reference to the background note furnished in this RFQ document, a bidder is free to quote for 1 (One) Package or multiple Packages. However, the bidder shall have to meet the combined qualification criteria (i.e. core team of key personnel, equipments, machineries, software, etc for each package), failing which the bidder shall be considered for the packages for which the bidder meets the combined qualification criteria.

## 8. Submission and Opening

- (a) The quotation shall be submitted online by 2.00 PM of 19th February, 2025 on the e-procurement portal with the signed and scanned copy of required documents mentioned in the RFQ document in the in PDF format except the "PRICE SCHEDULE" (i.e. BOQ format), which is required to be filled by bidders in templates available in the e-procurement portal.
- (b) Quotations shall be opened online/ electronically and in public, in the presence of participating Service Providers' representatives who choose to attend, on 19th February, 2025 at 02.15 PM and at the following address:- O/O The State Project Director, ARIAS Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati -781022 (Assam).
- (c) In the event of the specified date for the opening of quotations being declared a holiday for the Purchaser, the quotations will be opened as per the appointed time on the next working day.

## 9. Evaluation and Comparison

- (a) Quotations determined to be techno-commercially substantially responsive to this **Request for Quotation** (RFQ) and which meets the stipulated Qualification Criteria mentioned at **Clause-6** of the RFQ document will be evaluated by comparison of their offer price. A quotation is not

substantially responsive if it contains material deviations or reservations to the terms, conditions, fails to meet the stipulated Qualification Criteria mentioned at Clause-5 of the RFQ document and the specifications mentioned in this **Request for Quotation**.

- (b) With reference to the background note furnished in this RFQ document, a bidder is free to quote for 1 (One) Package or multiple Packages. However, the bidder shall have to meet the combined qualification criteria (i.e. core team of key personnel, equipments, machineries, software, etc for each package), failing which the bidder shall be considered for the packages for which the bidder meets the combined qualification criteria.
- (c) In evaluating the quotations, any arithmetical errors shall be adjusted as follows:
  - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - (ii) where there is a discrepancy between the unit rate (where applicable) and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and If a bidder refuses to accept the correction/(s), their quotations will be rejected.

## **10. Award of Contract**

- (a) The Client shall award the contract to the Service Provider whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation.
- (b) The Service Provider whose quotation has been accepted will be notified by the Client within 15 (fifteen) days from the date of submission of quotation by the ARIAS Society.
- (c) The successful Service Provider shall sign the **Contract** governed by the annexed **Contract Terms and Conditions**. In addition to the quoted price, the contract price shall include all Taxes applicable in India.

## **11. Further information can be obtained from:**

Name : The State Project Director  
Address : ARIAS Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022.  
Telephone : +91361-2332004  
E-mail : swift-spdc@arias.in

- 12. The Client intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
- 13. Under **ADB's Anticorruption Policy** (1998, as amended to date) Service Providers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the Service Provider recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual

Enforcement of Debarment Decisions.

14. Your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the client's country, any international organization, and other donor agency.
15. If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):<sup>1</sup>
- (a) Name of Institution: \_\_\_\_\_
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_
- (c) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_
16. Your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.
- If so charged or convicted, please state details:<sup>2</sup>
- (a) Nature of the offense/violation: \_\_\_\_\_
- (b) Court/Area of jurisdiction: \_\_\_\_\_
- (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): \_\_\_\_\_
- (d) Other relevant details:
17. Your firm understands that it is your obligation to notify ADB should your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the client's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
18. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
19. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.

Sd/-  
**State Project Director,  
ARIAS Society, Khanapara,  
Guwahati-781022, Assam**

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<sup>1</sup> Any such disclosure shall be forwarded by the Client to ADB.

<sup>2</sup> Any such disclosure shall be forwarded by the Client to ADB.





**FORM OF QUOTATION**  
**(Services)**

\_\_\_\_\_ [date]

To:

**The State Project Director, ARIAS Society**  
**Agriculture complex, Khanapara,**  
**G.S. Road, Guwahati-781022 (Assam, India)**

We offer to execute the contract for providing “Non-Consulting Services relating to Engineering Survey and Preparation of Layout, Design and Estimation for eleven (11) Wetlands and Beels Conservation, Restoration and Rejuvenation under the proposed ADB financed SWIFT Project: Package-3” \_\_\_\_\_ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the **Scope of Services** accompanying this Quotation for the Contract Price of Indian Rupees \_\_\_\_\_ [amount in words and numbers] (\_\_\_\_\_) [name of currency]\_\_\_\_\_.

We propose to complete the performance of the services described in the **Contract** within the Completion Period indicated in the priced **Scope of Services**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer condition imposed by the **Request for Quotation** document.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified; (c) are not owned by the Client; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Service Provider : \_\_\_\_\_

Authorized Signature : \_\_\_\_\_

Name of Signatory : \_\_\_\_\_

Title of Signatory : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone Number : \_\_\_\_\_

Fax Number, if any : \_\_\_\_\_

Email address (optional) : \_\_\_\_\_

## **PRICE SCHEDULE**

<b>Item no.</b>	<b>Item or Activity</b>	<b>Quoted Price in figures and words in Indian Rs. including GST</b>
1	“Non-Consulting Services relating to Engineering Survey and Preparation of Layout, Design and Estimation for eleven (11) Wetlands and Beels Conservation, Restoration and Rejuvenation under the proposed ADB financed SWIFT Project: Package-3”	

# **CONTRACT**

**Project Name: Sustainable Wetland and Integrated Fisheries Transformation (SWIFT) Project**

**Name of Contract:** “Non-Consulting Services relating to Engineering Survey and Preparation of Layout, Design and Estimation for eleven (11) Wetlands and Beels Conservation, Restoration and Rejuvenation under the proposed ADB financed SWIFT Project: Package-3”.

**Contract Number:** .....

This Contract is entered into on \_\_\_\_*[date]*\_\_ day of *[month]*\_, *[year]*\_\_, between \_\_\_\_*[name of Client]* State Project Director, ARIAS Society, Agriculture Campus, Khanapara, Guwahati - 781022 (hereinafter called “the Client”) on the one part, and \_\_\_\_*[name of Service Provider]*\_\_\_\_\_ (hereinafter called “the Service Provider”) on the other part.

Whereas the Client has requested a quotation for providing “Non-Consulting Services relating to Engineering Survey and Preparation of Layout, Design and Estimation for eleven (11) Wetlands and Beels Conservation, Restoration and Rejuvenation under the proposed ADB financed SWIFT Project: Package-3” *[description of services]* to be performed by the Service Provider in accordance with the **Contract**, and has accepted the Quotation by the Service Provider in the amount of \_\_*[amount in words]*\_\_ *[amount in figures]* hereinafter called “the Contract Price”.

The Client and the Service Provider agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
  - a) **Form of Quotation**, with **Scope of Services** ; and
  - b) **Contract Terms and Conditions**;
2. Taking into account payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby enters into this Agreement with the Client to execute and complete the performance of services under the Contract.
3. The Client hereby agrees to pay, in consideration of the successful performance of the services, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the **Contract** \_\_\_\_\_ on the date indicated above under the laws in force in India. In the event of any dispute, such disputes would be subject to the courts in Guwahati only

**Signature and seal of the Client:**  
For and on behalf of

**Signature and seal of the Service Provider:**  
For and on behalf of

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

# **CONTRACT TERMS AND CONDITIONS**

**Project Name:** Sustainable Wetland and Integrated Fisheries Transformation (SWIFT) Project

**Client:** ARIAS Society, Agriculture complex, Khanapara, G.S. Road, Guwahati-781022 (Assam)

**Contract No.** \_\_\_\_\_

## **1. Definitions**

“Contract” means the agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.

- (a) “Contract Documents” means the documents listed in the Contract, including any amendments thereto.
- (b) “Contract Price” means the price payable to the Service Provider as specified in the Contract, subject to such additions and adjustments thereto pursuant to the Contract.
- (c) “Completion” means the fulfilment of the committed services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
- (d) “Client” means the entity purchasing the Services.
- (e) “Services” means the services the Service Provider will perform as specified in the Scope of Services in Appendix A.
- (f) “Service Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract.
- (g) “ADB” is the Asian Development Bank.

## **2. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Client's country.

## **3. Language**

All communications and documents related to the Contract shall be in English.

## **4. Assignment**

Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Client shall be void.

## **5. Fraud and Corruption**

This Contract shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that requires

Borrowers (including beneficiaries of ADB-financed activity), as well as Service Providers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

## 6. Performance of the Services

The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Client such information related to the Services as the Client may from time to time reasonably request. The Service Provider shall at all times cooperate and coordinate with the Client with respect to the performance of the Services.

**6.1 Deliverables & Timelines:** The contract shall be for a period of 45 days from the date of award contract. However, SPD, ARIAS Society reserves the right to terminate the contract at any time during the assignment tenure, if the performance of the Service Provider is found to be unsatisfactory. Time being an essence of the assignment, the Service Provider needs to submit all the deliverables in 45 days positively as per the following time-lines:

- (a) 25 days for Topographic survey, survey of approach road, Bathymetric Survey, Collection of hydrological information, measurement of inlet & outlet channel, identification of peripheral bund to be restrengthening and any other information required to complete the Detailed Engineering Report (DER).
- (b) 5 days for submission of layout plan/master plan showing all details mentioned in the Objective of the Assignment and Scope of Work for endorsement from District Fishery Development Officer (DFDO).
- (c) 15 days for completion and submission of Detailed Engineering Report (DER) supported by final layout drawing/master plan, site specific engineering design & drawing, site specific technical specification for civil work, site specific construction schedule, site specific detailed cost estimate and BOQ for bidding purpose.

**7. Required Performance Standards** shall be as per the Scope of Services and the Service Provider confirms compliance with the same.

## 8. Service Completion Schedule

The services should be completed as per schedule indicated in the **Scope of Services** but not exceeding **45** (forty five) days from the date of signing of contract.

## 9. Fixed Contract Price

The prices indicated in the **Form of Quotation** are firm and fixed and not subject to any adjustment during contract performance, subject to Clause 11 [Payment] below.

## 10. Taxes and Duties

The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the services to the Client.

## 11. Payment

Upon submission by Service Provider of claim and subsequent verification of the claim by Client, payment of the contract price shall be made within **30 (thirty)** days in the following manner:

SI No.	Description of Deliverable	Payment in %
1	Submission of Survey reports and upon acceptance of the same by the client	40%
2	Submission of Final DER after modification/rectification of Draft DER and upon acceptance of the same by the client	60%

## 12. Resolution of Disputes

The Client and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute, the dispute shall be settled in accordance with the provisions of the laws in force in India. In the event of any dispute, such disputes would be subject to the courts in Guwahati only.

## 13. Independent Service Provider

Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee or principal and agent between the Client and the Service Provider, or his employees or agents or other persons engaged by the Service Provider to perform any of the services.

## 14. Intellectual Property Rights

Intellectual Property Rights: The Service Provider shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Service provider of any patent or other protected right, or (ii) plagiarism or alleged plagiarism by the Service provider.

## 15. Failure to Perform

The Client may terminate the Contract if the Service Provider fails to perform the services, in accordance with the terms and conditions mentioned in this Contract, in spite of a 07 (seven) day notice given by the Client, without incurring any liability to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to equitable adjustment.

- 15.1 The successful bidder shall have to deploy their manpower and other required equipments and machineries at site within 7 (seven) days from the date of award of contract, failing which, the client reserves the right to terminate the contract.
- 15.2 In case the successful bidder has been awarded with more than one package, and the bidder has failed to engage separate team/manpower and equipment for each package within

7(seven) days from the date of award of contract, the client reserves the right to terminate the contract for the package(s) in which separate team/manpower and equipment has not been deployed by the bidder.

#### **16. Termination Due to Integrity Violation**

The Client may terminate this Contract, in whole or in part, if the Service Provider, in the judgment of the Client has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

#### **17. Other Grounds for Termination**

The Client may also terminate this Contract, in whole or in part, if the Service Provider becomes insolvent, bankrupt or gives the Client reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by willfully not observing the terms and conditions of this Contract.

#### **18. Force Majeure**

The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- (a) For purposes of this Clause, "Force Majeure" means an events beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (b) If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

#### **19. Accounts and Records**

- (a) The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the costs have been duly incurred.
- (b) Notwithstanding anything to the contrary stated herein, the Service Provider shall maintain accounts and records, including original receipts, invoices and other supporting documents evidencing payments made by the Service Provider under this Contract, for the period of the Services and for a period no less than 3 years after the expiration or termination of this Contract.
- (c) The Service Provider shall permit ADB to inspect the accounts, records, and other documents relating to the submission of bids and contract performance of the Service Provider and to have them audited by auditors appointed by ADB.

#### **20. Suspension of ADB Loan or Credit.**

In the event that ADB suspends the Loan or Credit to the Client, from which part of the payments to the Service Provider are being made, the Client is obligated to notify the Service Provider, with copy to the Client's representative, of such suspension within 7 days of having received ADB's suspension notice.

## **21. Termination Notice Due to Non-payment**

If the Service Provider has not received payments due to them within the **60 (sixty) days**, the Service Provider may issue a 14-day termination notice.



## **APPENDIX - A**

### **SCOPE OF SERVICES**

#### **For**

#### **Detailed Engineering Survey, Layout preparation, Design and Estimation for Wetlands and beels Conservation, Restoration and Rejuvenation**

##### **(A) Background of the Project:**

1. The Sustainable Wetlands and Integrated Fisheries Transformation (SWIFT) project seeks to promote the sustainable management of Assam's wetland (beel) ecosystems and fisheries development by actively engaging local communities in the management process and enhancing their economic and livelihood conditions. SWIFT's integrated approach combines institutional strengthening for ecosystem conservation with the development of the beel fisheries value chain. This dual focus benefits both the environment and the local community, ensuring long-term sustainability and economic growth. Specifically, the project is aligned with the following impact: income of small-scale food producers of Assam enhanced (Assam Vision 2030, Fisheries Sector); and the project will have the following outcome: beel fishery productivity and community-based sustainable wetland management enhanced in the state of Assam. Three outputs are envisaged.
2. **Output 1: Institutional capacity and regulatory framework for sustainable beel ecosystem and fisheries management strengthened.** The output aims to reform the current government system on beel management, particularly the leasing system. It will support the following activities: (i) updating relevant beel management and fishery acts, regulations, and rules for community-based management, and preparing public awareness-raising materials; (ii) preparing rules or guidelines for community-based beel management system, considering various hydrology of wetlands, channels, agroecological situations, and providing necessary training on the subject; (iii) preparing a sustainable operational model as a project exit plan; (iv) capacity building and training of the Department of Fisheries (DoF) staff and other allied public institutions, including the state's wetland authority, in latest fisheries stocking and conservation techniques, community-based beel management best practices, and use of digital technologies; (v) supporting research and development in beel management and fisheries, including carbon sequestration benefits from beel management, climate change impacts and adaptation measures, seed production and breeding, and ex-situ conservation of endangered species; (vi) strengthening beel community-based institutions – specifically Beel Development Committees (BDCs); and (vii) operating beel management monitoring system through the development of project information system and beel fisheries knowledge platform, complementing the state wetland authority's wetland notification process.
3. **Output 2: Community-based fisheries business developed and beel community income diversified.** The project will ensure the sustainability of beel community-based institutions by enhancing their financial viability and strengthening women's and marginalized groups' participation in economic activities. The project will: (i) support the development or strengthening of the Beel Development Committees (BDCs), some of whom are or will operate as fisheries cooperatives; (ii) conduct capacity building for these BDCs through training in organizational and financial management, as well as branding, marketing and processing along the value chain; (ii) provide public sector support for the development of community-based fisheries value chain infrastructure, including fish landing sites and local aggregation points/centers; (iii) promote private sector led fisheries commercialization by creating matching grant facilities for hatchery, feed mill, primary processing and other value addition initiatives; and (iv) support other income

generation activities for self-help groups through strengthening or revitalizing self-help groups based on their needs assessment.

4. **Output 3: Beel conservation and restoration planned and managed.** The project addresses habitat loss caused by the loss of connectivity with the adjacent river and decreasing water depth, and macrophyte growth that hinders fisheries productivity in beel's. The beel restoration approaches will focus on: (i) beel demarcation; (ii) beel rejuvenation, such as de-weeding and desilting; and (iii) beel's water inflow and outflow control improvement, including desilting, constructing embankments, installing silt traps, building water retaining structures and peripheral bunds, and installing biofilters.
5. Now, under the project entitled **“Sustainable Wetlands and Integrated Fisheries Transformation Project (SWIFT)”** to be funded under Asian Development Bank (ADB), Government of Assam, India has decided to hire Engineering Consultancy Service for Survey, Layout preparation, Design and Estimation for Wetlands and beels conservation, restoration and rejuvenation.

**(B) Objective of the Assignment:**

6. The key objective of the assignment is to obtain Detailed Engineering Reports (DER) after conducting Topographical Survey using total station, DGPS and drone, Bathymetric Survey, Estimation of Weed Infestation & Area, thickness of floating mass, Hydrological Assessment including feasibility study, architectural, hydrological & structural design of (i) Inflow and outflow channel, (ii) Creation of island and habitat management for conservation of resources, (iii) Construction of need based embankments at inflow and outflow channel, (iv) Construction of silt traps, (v) Establishment of water retaining structures, (vi) Construction of peripheral bunds (vii) Demarcation of Beel boundary, preparation of master plan/ layout plan detailed engineering drawings, specifications and BOQs, detailed cost estimates for conservation, restoration and rejuvenation of 40 nos of Wetlands and Beels:
  - i) Topographical Survey to prepare a complete contour map of the beels and surrounding area up to a distance of 100 m along with the layout plan showing the natural drainage pattern, inflow and outflow channel including levels, beel boundary, peripheral bunds etc. for proposed infrastructure development through participative consultation with Office of District Fisheries Development Officer.
  - ii) Bathymetric Survey to prepare bed profile map to facilitate the estimation for de-siltation area & volume in consultation with the DFDO concerned (de-siltation area should not be more than 30% of the total beel area).
  - iii) Identification of area for dumping/reuse (Temporary & Permanent) of excavated silt in embankment or earthen mound, estimation of silt to be excavated & area of deposition.
  - iv) Assess the scope for creation of any small mound out of excavated silt within beels to develop habitat for avifauna, to be identified and marked on map along with detailed design for the mound ensuring stability during flood.
  - v) Estimation of floating and rooted/embedded Weed Infestation & Area separately in terms of square meter to be removed (after reduction of 10-25% of area that to be left as it is), identify method of de-weeding (manual /mechanical) feasible to site conditions, identify

and mapping of temporary dumping sites and cost of De-weeding. If required, prepare basic design for vermin composting facility which would be used for reuse of weeds.

- vi) Hydrological Assessment based on catchment mapping for estimation of water holding capacity & water balancing, flooding vulnerability, silt load, estimation of channel and suitable water retaining structure/cross drainage structure with dimensions required, estimates of proposed measures.
- vii) Detailed survey and estimation for improvement of inlet and outlet channel (up to 500 m) consisting of de-silting/excavation, strengthening of existing structure, provision of silt-trap etc. in consultation with DFDO and as per requirement.
- viii) Service Provider should mark the area for (i) De-weeding (floating and rooted separately, (ii) de-silting, (iii) creation of earthen mound, (iv) need based new embankment (v) silt traps (vi) creation of water pool (vii) seed rearing pond, (viii) community cum auction center (ix) water retaining structure and installation of hume pipe (x) fish landing site etc. in the identified beel in consultation with DFDO.
- ix) Detailed drawing, design and estimate of approach road without any land acquisition wherever proposed to be prepared in consultation with DFDO.
- x) Preparation of **Beel-wise** Detailed Engineering Report (DER) including the layout plan; detailed structural design, drawings and technical specification for all civil work infrastructures such as beel embankment, water retaining structures, cross drainage structures (Hume pipe) etc. as mentioned in sl no (viii) above along with detailed Cost Estimates. The estimate shall be based on the latest Delhi Schedule of Rates (DSRs) of CPWD and based on current market rate analysis, where rates are not available in the DSRs.

**(C) Scope of Work and the Tasks to be carried out by the firm:**

**7. List of Beels under Package- 3 proposed to be developed under SWIFT Project**

Sl	Name of Beel	Village	District	Area (ha)	Package
1	Tinsukia	Vill-Phukan Phodia, PO: Panbecha	Sivsagar	20	<b>Package-3</b>
2	Masmorani	Vill:Chandbosa Handique Gaon, P/o Nazira		11.2	
3	Moridesoi Beel	Vill-Namdeure,P/o-Namdeure	Jorhat	14	
4	Sawguri Beel	Vill-Sawguri, P/o-Bormukali		10	
5	Rongdoi Beel	Vill-Rongdoi, Kumuka, P.O-Morangi	Golaghat	34	
6	Borgoria Beel	Vill-Borgoria Ponka P.O-Letekujan		30	
7	Kordaiguri Beel	Vill-Kordaiguri, P.O-Kedengpuri		25	
8	Sapekhaity Beel	Vill-Rantholi, P.O-Rantholi	Nagaon	66.76	
9	Bhagamur Beel	Vill-Bajiagaon, P.O-Bajiagaon		11.33	
10	Borthol Beel	Vill-Uttar Petboha		35	
11	Santijaan	Vill-Batadrava Borhissa, Batadrava Sauhissa,Bhumuraguri, Haidubi		12	

**8. The scope of Work and the Tasks to be carried include the following:**

- i) Carry out the detailed topographic survey and engineering survey using electronic total station, DGPS & drone showing demarcated boundary, trees, electric poles, existing structures, pond, drain, adjoining roads, ground levels and preparation of contour plan at

- 1.0m interval and grid at 5.0m intervals and submission hard copy and soft copy in CAD format.
- ii) Surveying and mapping all existing water inlet and outlet drains of the beel indicating the width of channels as existing to a distance of 100 m from the beel along the upstream and downstream of the inlet and outlet channels. Cross sections of these channels (both inlet and outlet channels) have to be surveyed at every 25 m interval indicating levels at every 1 m up to the total width of the channel extending up to 5 m on either side of the channel. Cross section drawings bringing out details shall be prepared and submitted.
  - iii) The full storage capacity of the beel shall be computed taking into consideration the survey data.
  - iv) It is to be noted that the Service Provider while benchmarking the level of the point above MSL, they shall install TBM (Temporary Bench Mark) pillars around the beels.
  - v) The bathymetric map of the beel has to be prepared showing the depth of the beel at different points by means of contour lines drawn for every 1 m difference in elevation. The map must be prepared based on bed levels taken at several points of the beel and not extrapolated from a few spot levels. Bathymetric Survey to be carried out for individual beel by dividing the beel into grids of 3X3 meters for smaller beels up to 20 Ha & 5X5 meters grid for larger beels. Assess the deposited muck or volume of silt by using sounding pole or other better instrument feasible to side condition.
  - vi) Estimation of Weed Infestation & Area includes identify and list out the type of weeds and macrophytes (Submerged/Floating/Emergent), mark the Weed infested area on map after ground verification, Estimate the total volume of weeds.
  - vii) Hydrological Assessment includes Drainage/Catchment Area Mapping, Marking of Inflow & Outflow channels (if any, Mark the distance from nearby channel and assess the feasibility whether it can be reconnected after implementing physical measures such as desilting, Hydrological and Hydraulic Analysis for Rivers connecting beels, Assess the needs of bund strengthen to restore more water and to avoid flooding.
  - viii) **Hydro-Climatic Assessment:** Collection and review of meteorological secondary data given below and finalize the outcomes of hydro-climatic study that will be used for the planning purposes.
    - a) Ambient temperature and characteristics
    - b) Rainfall pattern
    - c) Number of rainy days
    - d) Stream flow of pattern
    - e) Estimation of sheet erosion and channel erosion
    - f) Evaporation
    - g) Evapo-transpiration
  - ix) Preparation of detailed cost estimate showing the capital cost on de-weeding, de-siltation, boundary demarcation, bund strengthening, and need based embankment construction and all other infrastructure required for beel restoration in consultation with concerned DFDO.
  - x) Preparation of detailed structural drawing along with structural analysis and design calculation as per relevant I.S. codes.
  - xi) Prepare and submission of DPR, feasibility report, layout plan, contour map, detailed design, detailed estimate (BOQ) as per latest CPWD scheduled of rates (SoR). In case

absence of rates in the aforesaid schedule, the same shall be arrived at by actual rate analysis based on market rates.

- xii) After the design, cost estimates and the implementation plan for all interventions have been prepared, these documents (both hard copy and soft copy) shall be presented to DoF for endorsement.
- xiii) If there will be any observation in respect of modification or rectification, the same has to be completed within 5 days.

**(D) Deliverables & Timelines:**

9. The contract will be for a period of 45 days from the date of contract effectiveness. However, SPD, ARIAS Society reserves the right to terminate the contract at any time during the assignment tenure, if the performance of the Service Provider is found to be unsatisfactory. Time being an essence of the assignment, the Service Provider needs to submit all the deliverables in 45 days positively as per the following time-lines:
- (a) 25 days for Topographic survey, survey of approach road, Bathymetric Survey, Collection of hydrological information, measurement of inlet & outlet channel, identification of peripheral bund to be re-strengthening and any other information required to complete the Detailed Engineering Report (DER).
  - (b) 5 days for submission of layout plan/master plan showing all details mentioned in the Objective of the Assignment and Scope of Work for endorsement from DFDO.
  - (c) 15 days for completion and submission of Detailed Engineering Report (DER) supported by final layout drawing/master plan, site specific engineering design & drawing, site specific technical specification for civil work, site specific construction schedule, site specific detailed cost estimate and BOQ for bidding purpose.

**(E) Payment Schedule:**

10. Upon submission by Service Provider of claim and subsequent verification of the claim by Client, payment of the contract price shall be made within **30 (thirty)** days in the following manner:

Sl No.	Description of Deliverable	Payment in %
1	Submission of Survey reports and upon acceptance of the same by the client	40%
2	Submission of Final DER after modification/rectification of Draft DER and upon acceptance of the same by the client	60%

**(F) Services and Facilities to be provided by ARIAS Society:**

11. ARIAS Society shall facilitate local clearances/permissions from the appropriate authority, if any towards preparation of design & DERs.

**(G) Performance Review:**

12. The Service Provider is required to work in close association with ARIAS Society (PMU), Directorate of Fisheries (PIU) and District Fisheries Development Officer (DFDO). The Service

Provider will report to the State Project Director, ARIAS Society. The work and performance of the Service Provider firm shall be reviewed on weekly basis by the ARIAS Society and Directorate of Fisheries through a technical sub-committee with representatives from PMU and PIU and external invited experts (if any) as deemed fit by the SPD, ARIAS Society.

**(H) Service Provider's Team:**

13. The Service Provider are required to produce timely and high-quality work and are encouraged to propose a staffing and mobilization plan that best suits the needs of the project.
14. The bidder shall submit an undertaking that the following personnel (excluding support staff) will be deployed for the assignment :
  1. Team Leader cum Civil Engineer:
  2. Senior Survey Engineer
  3. Land Surveyor
  4. Drone Pilot
  5. Bathymetric Surveyor
  6. GIS Specialist
  7. Hydrologist
  8. CADD Expert
15. Other than the Personnel mentioned above, the bidder shall engage other staff as necessary shall for carrying out the activities and discharging its duties successfully.

**(I) Completion of project:**

16. The assignment would be considered to be completed within 45 (forty-five) days as per the schedule defined under Paragraph "D: Deliverables & Timeline" above.