

REQUEST FOR PROPOSAL

FOR

**PROVIDING CONSULTANTS FOR TECHNICAL ASSISTANCE
IN PREPARATION OF DPR'S FOR KALPSAR PROJECT TO
NATIONAL CENTRE FOR COASTAL RESEARCH (NCCR)**

NCCR

National Centre for Coastal Research (NCCR),
Ministry of Earth Sciences
NCCR Campus, Pallikaranai, Chennai 600100

National Centre for Coastal Research (NCCR), Ministry of Earth Sciences
NCCR Campus, Pallikaranai, Chennai 600100.

Notice Inviting Tender and Schedule of Events

Tender No	MoES/NCCR/Kalpasar/Manpower/02/2021
Issued To	Providing Consultants for Technical Assistance in Preparation of DPR for Kalpasar Project to National Centre for Coastal Research (NCCR).
Tender Mode	GeM e-tender (OTTB)
Tender Issue date	As per GeM Details
Pre bid Meeting Date	As per GeM Details and also send through nccr@nccr.gov.in
Tender Closing Date and Time	As per GeM Details
Tender Opening Date and Time	As per GeM Details
Tender documents available	GeM portal and our website www.nccr.gov.in till closing date and time of the Tender. The tender document fee is waived for downloading the Tender.
Bidding Type & Tender submission	Dual Bid Part Tender comprising of Technical Bid and Price Bid should be submitted electronically through GeM portal.
Submission of EMD	4,00,000/- in the form of Demand Draft (DD) drawn in favour of The Pay and Accounts Officer, IMD, Chennai or Bank Guarantee as per the enclosed format.
Contact Details (for any clarifications)	Email: nccr@nccr.gov.in Phone: +91 44 6678 3599

Online tenders under two bid systems are invited from experienced & reputed service providers of sound financial standing, meeting the qualifying requirement for providing Technical Assistance to National Centre for Coastal Research (NCCR). The Bidders shall submit their bids online on GeM portal of Govt. of India.

- The bid shall remain valid for 90 days from the date of opening of technical bid. .

□Notes:

- Both technical and financial bid is to be submitted ONLINE only.
- No overwriting or use of correction fluid shall be accepted. Any correction shall be legible and signed by the authorized signatory.
- NCCR reserves the right to modify any terms and conditions before submission of the bids.
- All tender related documents should be uploaded through e-procure portal only. NCCR shall not accept any tender related documents except DD/other notarized documents as asked in the RFP which in original must be sent by speed post/courier/courier/hand delivery within 3 days of bid submission end date.

Note: This notice is a part of Tender Document.

Head of Office, NCCR, Chennai

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1. DATA SHEET:

SI.No.	Description	Details
1.	Name of Work	Providing Consultants for Technical Assistance in Preparation of Detailed Project Report (DPR) for Kalpasar Project to National Centre for Coastal Research (NCCR).
2.	Client name and Address	National Centre for Coastal Research (NCCR), Ministry of Earth Sciences, NCCR Campus, Pallikaranai, Chennai 600100
3.	EMD	4,00,000/- in the form of Demand Draft (DD) drawn in favour of The Pay and Accounts Officer, IMD, Chennai or Bank Guarantee as per the enclosed formate.
4	Joint Venture	Max. 3 firms can participate (1 as Lead Member and 2 JV members). All firms in JV shall be jointly and severally responsible. Eligibility criteria is to be fulfilled jointly.
5.	Performance Security	3% of the contract price
6.	Selection Criteria	QCBS (80:20)
7.	Minimum passing marks for financial bid opening	70Marks
8.	Pre-Bid Meeting	Pre-Bid meeting shall be held virtually on _____ through link _____. The interested bidders shall have to send their queries to NCCR 2 days prior to pre-bid meeting date on email Id: kum63@nccr.gov.in , fo@nccr.gov.in for seeking any clarifications.

2. PROJECT BACKGROUND:

The Saurashtra region of Gujarat has been experiencing severe droughts for few decades due to reduction in the groundwater table and scarcity of freshwater. To meet the freshwater demand for drinking and irrigation, the Government of Gujarat (GoG) proposes an ambitious project, called Kalpasar Dam Project, which involves constructing a ~30 km long dam across the Gulf of Khambhat and create a freshwater reservoir by storing the run-off of about 10,000 million cubic meter of water from east-flowing rivers, namely Sabarmati, Mahi, Dhadhar and Narmada rivers on the upstream of the dam.

The project location is influenced by a higher tidal range (~9m) and currents (velocities ~3 m/s)

at the head of the Gulf. It involves constructing a ~30 km earth dam across the Gulf of Khambhat to create a massive freshwater coastal reservoir for irrigation, drinking and industrial purposes, with about 2 km concrete spillway for emptying saltwater or flood water. A 10-lane road along with 2-lane permanent way for rail transport was planned to be built over the dam; this will reduce the travel distance from 350 km around the Gulf to 50 km across the Gulf. Also, the project involves flood protection in the upstream area, supply of freshwater to the Saurashtra region, and renewable energy for the Lift irrigation system. The project site is located in the Moderate Seismic Zone and about 700 km to the west of the Gulf from the Makran fault.

Over the years, the Kalpasar Department of the Government of Gujarat conducted several studies from Engineering Investigations to Design of the Dam with the engagement of various international, national organisations and consultants. The Government of Gujarat has requested the Ministry of Earth Sciences (MoES), Government of India, to prepare the Detailed Project Report (DPR) for the Kalpasar Dam Project considering the expertise available with the MoES. This DPR will enable the Government of Gujarat to identify a suitable firm for the implementation of the project through a possible financial model, as it forms one of the important components of the Blue Economy. The MoES has conveyed its willingness to take-up the project through its attached office, namely the National Centre for Coastal Research (NCCR).

Towards the preparation of the DPR, the urgent tasks include (1) Compile the reports of the completed studies, (2) Identify the gap areas, (3) Carry out additional studies by engaging various organisations, and (4) Prepare a Detailed Project Report (DPR) as per CWC and MoEF&CC guidelines for obtaining the necessary clearances and statutory approvals for the construction of the Dam. The task of the consultant is to provide technical assistance to support National Centre for Coastal Research for all the above four tasks.

3. PRE-QUALIFICATION CRITERIA:

3.1 Technical Criteria:

- a) The participating firms (either as Sole/JV) should be more than 10 years old and should have registered office in India.
- b) The Bidder should have experience successful rendering of PMC/PIU/Manpower services in Infrastructure projects (Dams/Barrages/Waterways/ Marine Structures/ Road & Railways) for any Govt. Department / Public Sector Undertaking in last 05 years preceding date of issue of NIT. The bidder should attach the relevant documents like work order, work completion certificate for the completed projects/ work towards Pre-qualification issued before the tender issue date. The work order value of the completed projects shall meet any one of the following
 1. Three similar completed works costing not less than 80 Lakhs
 2. Two similar completed works costing not less than 100 Lakhs

3. One similar completed work costing not less than 160 Lakhs
- c) shall provide the proposed detailed work plan, methodology and detailed time schedule to complete the scope of work within the stipulated time.

3.2 Financial Criteria:

- a) EMD/ Bid Security for INR 4,00,000 (Four Lakhs only) should be submitted.
- b) The average annual financial turnover of the bidder' during the last three years, ending on 31.03.2021shouldbeat least INR 60 Lakhs (or equivalent in foreign currency at exchange rate prevalent on 'The Relevant Date') as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant. The net worth of the Bidder firm should not be negative on 31.03.2020'The Relevant Date' and also should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'.

Note to Bidder:

'Doctrine of Substantial Compliance': The Pre-Qualification Bidding (PQB) and Pre-Qualification Criteria (PQC) are for short listing of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

4. SCOPE OF WORK:

Supply of manpower on Contract basis at The National Centre for Coastal Research, Chennai, by deploying expert consultants as mentioned in **Annexure-1**

The Consulting Agency shall render the following services to NCCR:

- (i) To **PROVIDE Expert's Consultant** in NCCR, Chennai. The expert consultants should have prior experience and hence be competent enough to execute the work assigned to them in a time bound manner.
- (ii) The expert consultant, as specified in **Annexure-I** (subject to vary/change as per the requirement) would be engaged for five days in a week.
- (iii) The consultants shall attend to all work assigned to them by the concerned sectional in charge / competent authority.
- (iv) In case of unavoidable circumstances, if the Consulting firm wishes to replace any of the personnel, the same shall be done after prior consultation and approval of

NCCR. The full particulars of the personnel including the names and address shall be furnished to the NCCR along with testimonials for perusal and inform acceptance or not before they are actually deployed for the job.

- (v) In case of any loss that might be caused to the NCCR due to lapse on the part of the personnel deployed by the firm in discharging their responsibilities, the such loss shall be compensated by the firm and in this connection, the NCCR shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the NCCR besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the consultant, the NCCR shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- (vi) That Consultant's authorized representative for this contract shall personally contact Head of the NCCR or the officer in charge of Administration at NCCR at least once a month to get a feedback on the services rendered by the consultants viz-a-viz corrective action required to make the services more efficient
- (vii) In the event of expert consultant being on leave/absent, the consultant shall ensure suitable alternative arrangement to make up for such absence and/or same consultant shall compensate to work extra hours to meet time line..
- (viii) The successful bidder would have to deposit an amount of 03% (Three percent) of contract value towards performance security deposit through pay order/demand draft /FDR/or bank guarantee from a Nationalized / Scheduled bank only in favour of the PAO, IMD payable at Chennai which would remain with NCCR during the contract period and no interest shall be payable on the performance Security Deposit amount. In case of FDR, it should be valid for minimum period of 24 months.
- (ix) The input of Expert consultants during pandemic restrictions shall be mostly home based. However, once normalcy restored or a need to undertake a visit to NCCR as required, the experts may have to travel as per project requirement for short duration period.
- (x) The consulting firm shall be solely liable for all payment/dues of the experts workers employed and deployed under this contract. In case of any dispute arising out of this agreement then Director, NCCR shall nominate any officer of the NCCR a sole arbitrator mutually agreed by the Consultant to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Chennai Court will have the jurisdiction to settle and decide all the disputes.
- (xi) As and when the NCCR requires expert consultant on temporary or emergency basis, the consultant will depute such personnel in accordance with pro-rata rates. For the same, a notice of seven (07) days will be given by the NCCR.
- (xii) Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- (xxi) The consultant shall appoint at least one Supervisor/Project Manager on his behalf to coordinate with NCCR and supervise the work done by the personnel deployed to the satisfaction of NCCR. The details of the Supervisor/Project Manager shall be provided separately to NCCR before commencement of the work and any change shall also be duly intimated.
- (xxii) It is the responsibility of consulting firm/contractor to ensure timely payment of wages and discharge other statutory liabilities on time. Failure to ensure the same

- will force NCCR to encash the performance security deposit.
- (xxiii) The consultant shall have superintendence over the work assigned to experts and shall ensure timely deliverables. For this purpose, they shall ensure that monthly report on deliverables by each consultant matching with bar chart for timely completion in term of the scope of this tender.

Terms & Conditions:

1. The Director, NCCR, reserves the right to postpone and/or extend the date of receipt / opening of bids or to withdraw the same without assigning any reason thereof.
2. The Financial bids of those bidders only would be opened who are found to be eligible based on the prescribed pre-qualification criteria as per clause above and meeting the tender requirements in to and their Technical bids opened on the stipulated dates by the Tender Committee in the presence of the bidders.
3. The said contract will be initially for a period of one year commencing from the date of signing the contract. However, in normal circumstances the Agreement can be terminated by giving one month notice in writing by either party to the agreement.
4. **NCCR reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices, without bearing any liability or any loss whatsoever it may cause to the bidder in the process.**

5. TIME AND PAYMENT SCHEDULE

The input of the consultants to be deployed in mentioned in Annexure-1 of this document, as per the requirement of NCCR, the consultant firm is required to mobilize specific domain experts for their inputs. Payment shall be done on actual number of man-days provided by experts on a monthly basis. NCCR shall disburse payment to the firm within 30 days from the invoice submission date. NCCR reserves the right to verify the actual man-days of the experts.

Income Tax and TDS as per rules shall be deducted from the bills as per applicable laws.

6. CONTRACTUAL OBLIGATIONS

An agreement detailing all the aspects of the project, responsibilities, scope of work, administrative procedures, schedule and commercial aspects of the projects shall be effected between NCCR and the successful bidder. It is the full responsibility of the successful bidder to submit the required inputs (deliverables) for the intended purpose fully addressing the requirements and any other modifications and improvements suggested by NCCR within stipulated time period.

6.1 Conflict of Interest

6.1.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NCCR / Authority shall forfeit and

appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the NCCR / Authority for, inter alia, the time, cost and effort of the NCCR / Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the NCCR / Authority hereunder or otherwise.

6.1.2 NCCR requires that the Consultant provides professional, objective, and impartial advice and at all times hold the NCCR's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of NCCR.

7. TAX DEDUCTION AT SOURCE (TDS)

As per the present Income tax laws of India, Supplies made are not taxable; however technical services through their own personnel or agents or otherwise are subject to tax to be deducted at source. Some of the countries in the world have entered into double taxation agreement with India and conditions vary from country to country. The **bidders** are advised to verify the present tax applicable consistent with their method of tendering through their agents in India, if any, and submit their bids. This Institute will however be remitting the amounts due to the successful bidder in keeping with tax laws prevalent at the time of actual disbursement.

8. INSTRUCTIONS TO BIDDERS

8.1 General

The Authority invites Proposals (the "Proposals") for selection of a Technical Consultant (the "Consultant") who shall be providing technical assistance to NCCR. The word 'Proposal' is synonymous with 'bid' and 'tender', and the words 'tender documents' with 'bidding documents'. The word 'Applicant' is synonymous with the word 'bidder'. A pre-bid meeting for the clarification of techno-commercial doubts, if any, shall be conducted through online upon request of bidder's participation. In case any potential bidders are unable to attend the pre-bid meeting, they may send their query by email to nccr@nccr.gov.in .

Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Lead Member") in response to this invitation. The term applicant (the "Applicant") means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. Any firm desires to submit as a consortium it should submit an agreement that exists between consortium partners to fulfill entire contractual obligations if contract is awarded along with details on partner role and responsibilities.

8.2 Technical Proposal

Applicants shall submit the technical proposal in the formats given in this RFP. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- Bid proposal letter in the prescribed format is attached along with the relevant supporting documents to establish the pre-qualification criteria and also the experience of the key personnel;
- The Bid Security is provided;
- All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- Details of Technical expertise (brochures, published articles, client reference, executed work orders) of the firm(s) and the key personnel;
- Documentation for pre-qualification and evaluation as mentioned in Para 2 of this document
- Details of manpower to be deployed for this project with qualification, experience and expertise, CVs of all Professional Personnel have been included; Techno-commercial compliance shall be furnished along with the offer, confirming compliance to all the terms and conditions of the tender document;
- A signed copy of the RFP document

The Technical Proposal shall not include any financial information relating to the Financial Proposal. Failure to comply with the requirements spelt out in this section shall make the bid liable to be rejected. The proposed team shall be composed of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and should be able to complete the Consultancy within the specified time schedule. The Key Personnel shall be included in the proposed team of Professional Personnel.

8.3 Financial Proposal

Applicants shall submit the financial proposal in the formats as per the Financial Proposal format (the “Financial Proposal”) clearly indicating the basic cost of the Consultancy including all taxes except GST in both figures and words, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

All the costs associated with the assignment shall be included in the Financial Proposal. While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) Competitive Item- These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), No additional claim can be considered during the currency of contract as the contract envisaged to be a fixed price contract.
- (ii) Non Competitive Item- This will include Out of pocket expenses like Air Travel, Taxi Hire, Boarding and Lodging of the Experts. The budget of the same is fixed by NCCR. Any expense over and above the same shall be paid on pro-rata basis.
- (iii) The amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding.
- (iv) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes applicable in the bidders country as well as in India (excluding Service Tax shall be deemed to be included in the basic cost of the service shown under the Financial Proposal. Further, all payments shall be subject to deduction of income taxes at source as per “Income Tax Act1961 of Government of

India”.

- (v) Bidders to quote in Indian Rupees (INR) only. The currency of the bid quoted in the proposal will not be allowed to change. Rate to be quoted **EXCLUDING GST**.

9. GENERAL TERMS AND CONDITIONS FOR TENDER SUBMISSION AND EVALUATION

- NCCR reserves right to reject any or all of the bids received in response to this RFP without assigning any reasons whatsoever.
- Applicants shall note that NCCR is not bound to entertain any correspondence or queries on the status of the offers received against this Tender Invitation.
- Canvassing in any form by any applicant or by any other agency acting on behalf of the applicant after submission of bid may disqualify the said applicant. NCCR's decision in this regard shall be final and binding on the Applicant. It shall also attract forfeiture of EMD/Bid Security submitted by the bidder.
- Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP.
- No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any other consortium, for this tender.
- Misrepresentation / improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected.
- The selection process shall be governed by, and construed in accordance with, the laws of India and the courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the selection process. All matters relating to disputes and difference of opinion shall be settled mutually in accordance with the provisions of Arbitration and Conciliation Act 1996 or any amendments thereto and through a sole arbitrator to be appointed by Director, NCCR. The court within the boundary of Chennai, India will only have jurisdiction over any legal matters and or disputes out of this contract.

9.1 Closing date

The completed Proposal must be uploaded electronically as mentioned on or before the due date stipulated in GeM Bid document.

Also it may be noted that it is the sole responsibility of the applicant to ensure submission of the proposals within the time limit. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. The Authority may, in its sole discretion, extend the last Date for submission of proposals by issuing an Addendum uniformly for all Applicants.

9.2 Clarifications

Applicants requiring any clarification on the RFP may send their query by email to nccr@nccr.gov.in. before the tender closing date. The Authority will post the reply to all such queries on the Official Website of NCCR (<https://www.nccr.gov.in>) and copies thereof will also be circulated to all Applicants without identifying the source of queries. All bidders shall visit official website of NCCR and GeM Portal before submission of their bid to take note of the changes / corrigendum issued.

The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this RFP shall be construed as obliging the Authority to respond to any question or to provide any clarification.

9.3 Amendment of RFP

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/Amendment and post it on the Official Website.

All amendments when issued shall form part of RFP and shall supersede original version wherever amendments are made in the corrigendum. The amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants. Hence it is suggested that all bidders may visit the web site before uploading their tender including price bid.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the deadline for submission of proposal.

9.4 Language of Bid

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. Any supporting document in a language other than English submitted with the Proposal must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail. The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

9.5 Bid Validity

Bids shall remain valid and open for acceptance for a minimum period of 90 days. A bid valid for shorter period may be considered as unacceptable and liable for rejection.

9.6 Bid validity extension

In exceptional circumstances, prior to expiry of the original Bid validity period, NCCR may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required nor permitted to modify his bid, and will be required to extend the validity of his Bid Security correspondingly. When bid validity is extended EMD BG also deemed to have been extended automatically and restored the right and claim over the BG submitted for the purpose.

9.7 EMD

The Applicant shall furnish as part of its Proposal, a bid security of Rs.4,00,000 (Rupees Fours Lakh only) or should be submitted along with the technical bid. Bids without EMD will be summarily rejected. The EMD shall be in the form of a Bank demand draft drawn in favor of **The Pay and Accounts Officer, IMD, Chennai** in INR or in equivalent foreign currency or a guarantee from an Indian Scheduled/ Nationalized bank acceptable to NCCR.

This tender being an e-tender the scanned copy of the bid security may be uploaded in the e-tender website and the original should be sent in a sealed cover super scribed with the tender no, Name and due date so as to reach NCCR as on Date mentioned in the Data Sheet.

The EMD deposited by successful bidder will be adjusted towards the Performance Security deposit as specified in the tender document. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of letter of award of work, his bid security shall be forfeited unless time extension has been granted by NCCR.

9.8 Conditions for EMD

EMD shall be returned / discharged to unsuccessful bidders within 30 days after the expiration of the period of bid validity or placement of order whichever is later in the same currency of EMD submitted may be forfeited:

- a) If a bidder withdraws, modifies or provided unsolicited offer voluntarily revising the price in whatsoever aspect, its bid during the period of bid validity specified by the bidder on the bid form; or b) In case of a successful bidder, fails to furnish order acceptance within 15days of the order and / or fails to furnish Performance Security.

EMD for a successful consultant shall be adjusted against performance security payable if submitted in DD / refunded if performance security is paid in full /performance security bank guarantee is submitted.

9.9 Performance Security

The successful bidders should deposit 3% (Three percent) of the contract value as

Performance Security within 2 weeks from the date of issue of Letter of Intent. The performance security shall be in one of the following forms:

- a) By Demand Draft/Banker's Cheque drawn in favor of "The Pay and Accounts Officer, IMD payable at Chennai (or)
- b) Bank Guarantee as per prescribed format(available in this document or available at NCCR website) issued by a nationalized bank and valid for 30 days beyond the scheduled completion of entire contractual obligations as per contract.

Performance security shall be forfeited in the event of breach of contract by the consultant in terms of the contract. If Performance Security is not paid within the specified time, NCCR reserves its right to cancel the order and forfeit the EMD submitted.

9.10 Vendor Registration

The prospective Bidders should register themselves in the GeM Portal and submit the Bid electronically through the GeM portal.

9.11 Bid submission

NCCR reserves the right to verify the authenticity of the documents submitted by the bidders. Any false/forged submission of documents by the bidder shall attract forfeiture of EMD and can lead to debarment from future bidding. The decision of Technical Evaluation committee shall be final in this regard.

9.12 Order Acknowledgement

The order / LOI acknowledgement should be from the party on whom it is placed within 7 days from the date of order / LOI. NCCR prefers dealing with all Consultants directly and avoid inter mediatory.

9.13 Signing of Contract

Initially a Letter of Intent will be sent from NCCR to the successful bidder. Within one week, the consultant should submit his acceptance to the LOI, the deliverables as sought in the LOI and power of attorney for the official who will be authorized to sign the contract with NCCR. Upon receipt of these a contract to be signed between NCCR and the successful bidder.

9.14 Integrity Pact

NCCR has to adopt an Integrity pact (IP) to ensure transparency, equity and competitiveness in major Public procurement activities. The integrity pact envisages an agreement between the prospective bidders/vendors with NIOT committing the persons/officials of both the parties with

the aim not to exercise any corrupt influence on any aspect of the contract. The bidders shall agree to enter into such an integrity pact with NCCR

9.15 Submission of Proposal

The Applicants shall upload the Proposal electronically with all pages numbered serially and by giving an index of submissions as mentioned in GeM. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP.

9.16 Evaluation of Technical Proposal

In the first stage, pre-qualification criteria of the bidders as mentioned in this document shall be evaluated. Bids not fulfilling the pre-qualification criteria shall be rejected. To facilitate evaluation of proposal, NCCR may at its sole discretion, seek clarifications from any bidder regarding its proposal. Such clarifications shall be provided within the time specified by the Authority for this purpose.

If the applicant does not provide the clarifications within the specified time, the Authority may proceed to evaluate the proposal by construing the particulars requiring clarification to the best of its understanding and the applicant shall forfeit its right to seek any details on the qualification process.

Each responsive proposal shall be further evaluated for technical content and will be given a technical score (St). Any proposal found unsuitable shall be rejected at this stage if it fails to achieve the minimum technical score. The Client shall notify consultants of the rejection of their Technical Proposal indicating that & their Financial Proposals shall remain unopened after completing the selection process. For technical scoring a weightage of 100 marks is assigned.

Marking Criteria:

Sl. No.	Description	Marking
01.	Valid On-going ISO Certification (ISO 9001:2015)	05 Marks
02.	CVs of Expert Consultants	65 Marks
03.	Technical Presentation covering a. Understanding of project and Approach and Methodology- 05 marks b. Technical capabilities of project team including modelling and related software's- 25 marks (PowerPoint Presentation will be a virtual presentation, date will be intimated by NCCR for firms who qualify pre-qualification criteria only, the pre-qualified firm has to make available all experts during presentation)	30 Marks

	TOTAL	100 Marks
--	--------------	------------------

- Firms securing 70% marks and above shall be considered technically qualified and their financial bids only opened for further evaluation.

CV marking:-

S. No	Key Expert	Nos	Duration (Man-Months)	Marks
1	Dam Design Expert	1	4	6
2	Dam Safety and Operations Expert	1	3	5
3	Dam Construction Expert	1	4	6
4	Spillway Design Expert	1	4	6
5	Hydrologist	1	4	6
6	Irrigation planning and Command Area Expert	1	3	5
7	Expert- Analysis and Design of Ocean/Coastal Structures	1	4	6
8	Geophysical Survey Expert	1	3	5
9	Contract and Tendering Expert	1	3	5
10	Marine Ecologist	1	4	6
11	Fishery Expert	1	3	5
12	Project Coordinator	1	4	4
	TOTAL	12	43	65

- Minimum period of engagement will be 1 month.
- CV of Experts to be submitted in the format provided in Form Tech-9 of this RFP document.
- Each CV should mandatorily fulfill the minimum qualification criteria otherwise marks shall not be awarded for the particular CV.
- Experience certificates along with Copy of Educational certificates and identity proof of each expert consultant need to be mandatorily submitted.
- Consent Letter signed by Expert and firm availability to work in the project should also be submitted along with the CV.
- The Proposal shall be rejected if any of Key Personnel CV score less than 70% marks

Technical Evaluation of Experts shall be done as follows:

Sl. No.	Eligibility Criteria for Evaluation	Range	Max. Marks
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1.	Education Qualification	Minimum Qualification- 20% Desired qualification-10%	30%
2.	Total Experience	Min Experience- 15% 1% for extra 1 year experience till 5%	20%
3.	Eligible projects	Min number of eligible projects- 30% 5% for extra 1 eligible project till 20%	50%

9.16 Evaluation of Financial Proposals:

After the completion of technical evaluation, The Client shall notify the successful consultants that they have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.

The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.

For financial evaluation, the total cost (% of the project value) indicated in the Financial Proposal shall be considered. NCCR will determine whether the Financial Proposals are complete, qualified 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 the liability to fulfill its obligations as per the RFP within the total quoted price shall be that of the Consultant' Firm/Bidder quoting less than 50% of the Average of Finance Quote used for evaluation by all qualified bidders would be disqualified.

In order to allow comparison of financial proposal on a common basis, each financial proposal will be carefully scrutinized and total price shall be determined. The score for each financial proposal is inversely proportional to its total price. The lowest financial proposal (F_m) will be given a financial score (S_f) of 100 points. The financial score (S_f) of other financial proposal will be computed as under.

Formula for determining the financial scores:

$S_f = 100 \times F_m / F$, F_m is the lowest price and F the price of the proposal under consideration

The weights given to the Technical and Financial Proposals are:

$$\begin{aligned} T &= 0.80, \text{ and} \\ P &= 0.20 \end{aligned}$$

Combined and final evaluation

Proposals of the post qualified applicant consultants during the process of evaluation of the

technical bid will finally be ranked according to the total score (Technical Score + Financial Score).

For this QCBS (Quality & Cost Based Selection) evaluation, the lowest evaluated. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T+P= 1) as under:

$$S = St \times T\% + Sf \times P\%.$$

The Firm achieving the highest combined technical and financial will be ranked as first.

As an example, the following procedure can be followed. In response other RFP,3 proposals ,A ,B & Care received. The technical evaluation committee awarded them 70, 80 and 90 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants.

The price evaluation committee shall examine the financial proposals and evaluate the quoted prices as under:

Proposal	Evaluate cost
A	Rs. 120.
B	Rs. 100.
C	Rs. 110.

Using the formula $LEC \times 100 / EC$, where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

- A: $100 \times 100 / 120 = 83.33$ points
- B: $100 \times 100 / 100 = 100.00$ points
- C: $100 \times 100 / 110 = 90.90$ points

In the combined evaluation, there after, the evaluation committee calculated the combined technical and financial score as under:

- Proposal A: $70 \times 0.80 + 83.33 \times 0.20 = 72.67$ points
- Proposal B: $80 \times 0.80 + 100 \times 0.20 = 84.00$ points
- Proposal C: $90 \times 0.80 + 90.90 \times 0.20 = 90.18$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

- Proposal A: 72.67 points H3
- Proposal B: 84.00 points H2
- Proposal C: 90.18 points H1

Proposal on the evaluated cost of Rs.110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority. Based on the First Rank

Bidder received in the tender, the consultancy work will be awarded to the successful consultant.

The Selected Applicant Consultant shall be the first ranked Applicant Consultant .The second ranked Applicant Consultant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant Consultant withdraws, or fails to comply with the requirements specified hereinabove.

This evaluation procedure reflects the high importance attached to quality and competence. Please note that the Client is not bound in any manner to select any of the Firms submitting proposals or to select the Firm offering the lower price.

For each cluster, average of quoted price of all the bidders shall be calculated and bids in which quoted price will be 50 percent or more below the average price shall be out rightly rejected.

As an example, the following procedure shall be followed. In response to the RFP, 5 proposals A, B, C, D & E are received. Price quoted by each bidder is as under:

Bidder	Quoted Price
A	Rs. 140
B	Rs.135
C	Rs. 132
D	Rs.60
E	Rs. 50

Average quoted price of 5 Nos of bidders is Rs. $(140+135+132+60+50)/5 = \text{Rs. } 103.40$ Price quoted by bidder E is 51.65% below as compared to average price and hence rejected.

10. NEGOTIATIONS AND AWARD OF CONTRACT

Negotiations are not an essential part of the selection process. In many cases, however, it is felt necessary to conduct negotiations with the selected consultant. Negotiations shall include discussions of the TOR, the methodology, staffing, inputs from NCCR, and special conditions of the contract. These discussions shall not substantially alter the original TOR or the terms of the contract, lest the quality of the final product, its cost, and the relevance of the initial evaluation be affected. The final TOR and the agreed methodology shall be incorporated in "Description of Services," which shall form part of the contract.

Financial negotiations shall only be carried out if due to negotiations as mentioned in above, there is any change in scope of work which has any financial bearing on the final prices or of the costs/cost elements quoted are not found to be reasonable. In such negotiations, the selected firm may also be asked to justify and demonstrate that the prices proposed in the contract are not out of line with threats being charged by the consultant for other similar assignments. However, in no case such financial negotiation should result into increase in the financial cost as originally quoted by the consultant and on which basis the consultant has been called for the negotiations. If the negotiations with the selected consultant fail, the employer shall call the second rank bidder.

11. REJECTION OF ALL PROPOSALS, AND RE-INVITATION

NCCR will have the right to reject all proposals. However, such rejections should be well considered and normally be in cases where all the bids are either substantially in deviation to the TOR or considered unreasonably high in cost and in latter case, the lowest qualified bidder during negotiations fails to reduce the costs to a reasonable level. If it is decided to reinvite the bids, the terms of reference should be critically reviewed/modified so as to address the reasons of not getting any acceptable bid in the earlier Invitation for Bids.

12. CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful firm.

13. FRAUD AND CORRUPT PRACTICES

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

Without prejudice to the rights of the Authority based above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the

Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

14. SUSPENSION OF AGREEMENT

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension(i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

15. TERMINATION OF AGREEMENT

15.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this 15.1, terminate this Agreement if:

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 14 herein above, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. 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;
- c. the Consultant fails to comply with any final decision reached as a result of arbitration
- d. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant aware to be false;
- e. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f. 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
- g. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

16. COMPLETION OF SERVICES

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under this RFP without the permission of the Authority/Applicant. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant.

17. MISCELLANEOUS

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

The NCCR / Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;

(c) retain any information and/or evidence submitted to the NCCR / Authority by, on behalf of and/or in relation to any Applicant; and/or

(d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the NCCR / Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

All documents and other information supplied by the NCCR / Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the NCCR / Authority. The NCCR / Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

The NCCR / Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

ANNEX-I
Details of Consultants to be mobilized

S. No	Key Expert	Nos.	Duration (in Man-Months)
1	Dam Design Expert	1	4
2	Dam Safety and Operations Expert	1	3
3	Dam Construction Expert	1	4
4	Spillway Design Expert	1	4
5	Hydrologist	1	4
6	Irrigation planning and Command Area Expert	1	3
7	Expert Analysis and Design of Ocean/Coastal Structures	1	4
8	Geophysical Survey Expert	1	3
9	Contract and Tendering Expert	1	3
10	Marine Ecologist	1	4
11	Fishery Expert	1	3
12	Project Coordinator	1	4
		12	43

Expert Qualification and Experience-

No	Key Expert	Educational Qualification	Professional Experience	Experience on eligible assignments
1	Dam Design Expert	Essential: 1) Graduation in Civil Engineering or Equivalent from a recognized University. Desirable: 1) Post Graduation in Geotechnical / Water Resource Engineering or equivalent from recognized University	25 years	Must be an expert in Design of Dams with the following experience: 1) At least 20 years' experience in design and construction supervision of dams/barrages in capacity of Team Leader/Dam Designer 2) Should have involved in design or design review of at least 05 projects of dams/barrages.
2	Dam Safety and Operations Expert	Essential: 1) Graduation in Civil Engineering or Equivalent from a recognized University. Desirable: 1) Post Graduation in Water Resource Engineering or equivalent from recognized University	20 years	Must be an expert in Dam safety and operations with the following experience: 1) At least 15 years' experience in carrying out operations for dams/barrages including preparation of safety standards and manuals for dams/barrages in similar capacity 2) Should have experience of working in at least 05 projects of dams/barrages

3	Dam Construction Expert	<p>Essential: 1) Graduation in Civil Engineering or Equivalent from a recognized University.</p> <p>Desirable: 1) Post Graduation in Environmental Engineering/ Geotechnical / Water Resource Engineering or equivalent from recognized University</p>	25 years	<p>Must be an expert in construction of Dams with the following experience:</p> <p>1) At least 15 years' experience in construction/const ruction supervision of dams/barrages including both superstructure and foundation systems for dams/barrages.</p> <p>2) Should have experience of working in at least 05 projects of dams/barrages</p>
4	Spillway Design Expert	<p>Essential: 1) Graduation in Civil Engineering or Equivalent from a recognized University.</p> <p>Desirable: 1) Post Graduation in Structural / Water Resource Engineering or equivalent from recognized University</p>	25 years	<p>Must be an expert in Design of Dams with the following experience:</p> <p>1) At least 15 years' experience in design dam spillways including foundations.</p> <p>2)Should have experience of working in at least 03 projects of dams/barrages</p>
5	Hydrologist	<p>Essential: 1) Graduation in Civil Engineering or Equivalent from a recognized University.</p> <p>Desirable: 1) Post Graduation in Hydrology / Water Resource Engineering or equivalent from recognised University.</p>	20 years	<p>Must be an expert in hydrology with the following experience:</p> <p>1) At least 15 years' experience in River hydrology and ground water hydrology in similar capacity</p> <p>2) Should have 15 years' experience in numerical modelling and data collection for hydrology projects.</p>

				3)Should have experience of working in at least 3 projects of dams/barrages/civil infrastructure
6	Irrigation planning and Command Area Expert	Essential: 1) Graduation in Civil Engineering / Agriculture or Equivalent from a recognized University. Desirable: 1) Post Graduation in Water Resources Engineering/ Agriculture or equivalent from recognized University	15 years	Must be an expert in Irrigation Planning and Command Area with the following experience: 1) At least 10 years' experience in Irrigation Planning and Command Area Development in similar capacity 2)Should have experience of working in at least 3 projects of dams/barrages
7	Expert- Analysis and Design of Ocean/Coastal Structures	Essential: 1) Graduation in Civil Engineering or Equivalent from a recognized University. Desirable: 1) Post Graduation in Structural / Ocean Engineering or equivalent from recognized University	25 years	Must be an expert in Analysis and Design of Ocean and Coastal Structures with the following experience: 1) At least 10 years' experience in Analysysis and Design of Ocean and Coastal structures including Numerical Modelling of coastal and ocean Processes. 2) Should have at

				least involved in 2 Ocean and coastal projects.
8	Geophysical Survey Expert	Essential: 1) Graduation in Engineering / Geology or Equivalent from a recognised University. Desirable: 1) Post Graduation in Engineering / Geology or equivalent from recognized University	25 years	Must be an expert in geophysical survey for civil projects with the following experience: 1) At least 10 years' experience in geophysical and seismological survey for civil projects. 2) Should have worked in at least 3 similar projects.
9	Contract and Tendering Expert	Essential: 1) Graduation in Civil Engineering or Equivalent from a recognized University. Desirable: 1) Post Graduation in Civil Engineering or equivalent from recognized University	15 years	Must be an expert in contract and tendering for civil projects with the following experience: 1) At least 10 years' experience in contacting and tendering for civil projects in similar capacity 3) Should have worked in at least 05 projects of civil infrastructure
10	Marine Ecologist	Essential: 1) Graduation in Biology or Equivalent from a recognized University. Desirable: 1) Post Graduation in Biology or	15 years	Must be an expert in Marine Ecology with the following experience: 1) At least 10 year's experience in Marine Ecology for various

		Equivalent from recognized University or NABET Approved EB Expert		projects. 2) Should have worked in preparation of EIA for at least 03 infrastructure/civil projects
11	Fishery Expert	Essential: 1) Graduation in Fisheries/Zoology or Equivalent from a recognized University. Desirable: 1) Post Graduation in Fisheries/Zoology or equivalent from recognized University or NABET Approved EB Expert	15 years	Must be an expert in Fisheries with the following experience: 1) At least 10 years' experience in Fisheries for various projects. 2) Should have worked in both fresh water and saltwater fisheries for at least one Project.
12	Project Co-Ordinator	Essential: 1) Graduation in Engineering/ Science / management or equivalent Desirable: 1) MBA with specialization in Infrastructure Management (or equivalent from recognized University)	20 years	Must have an experience as project management/coordination of infrastructure projects: 1)atleast20 years' experience in similar capability 2)should have at least managed/supervised 03 infrastructure projects

ANNEX-II
TECHNICAL FORMS

Apart from technical forms mentioned below (from Form No.____ to _____ for technical bid submission and Financial Format for financial bid submission, following documents are required to be submitted by Bidder:

Consultant shall submit following documents:

- i. Power of Attorney for Authorized Signatory on stamp paper of appropriate value
- ii. Power of Attorney to Lead Member (in case of JV) on stamp paper of appropriate value
- iii. Joint Venture Agreement/MoU on stamp paper of appropriate value clearly outlining the sharing and roles and responsibilities between JV members
- iv. Certificate of Incorporation/Registration
- v. GST registration certificate
- vi. Copy of PAN card
- vii. CA Certificate for Average Annual Turnover from professional fees (FY 2016-17, 2017-18 and 2018-19)
- viii. Audited Balance Sheet for last 3 years (FY 2017-18, 2018-19 and 2019-20)
- ix. Net Worth Certificate for last 3 years (for the above)
- x. Declaration of Non Blacklisting, Debarment or Termination of any agreement due to non/poor performance (Affidavit to be submitted on Rs.100.00 non Judicial stamp).
- xi. Other necessary document required as per RFP.

Form Tech-1: Technical Proposal Submission Form
(On Applicant's letter head)

To,

Sub: [Name of project]

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for _____. The proposal is unconditional and unqualified.

All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals. This statement is made to the express purpose of appointment as the Consultant for the aforesaid Project.

I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal. I/We declare that we / any member of the consortium, are/ is not a Member of a/any other Consortium applying for Selection as a Consultant.

I/We declare that the consortium arrangement, if any, will remain firm for the whole duration of the project if the contract is awarded. Upon award of contract, I/We will provide full support to ensure the successful and timely completion of the work as described in the RFP.

I/We jointly assure NCCR that all contractual obligations as per tender shall be honored until completion of the work mentioned in this RFP. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized
signature)

(Name and seal of the Applicant/Lead Member)

Form Tech-2 Particulars of the Applicant

Sl. No.	Information	Details	Remarks
1	Name of the Firm	:	
2	Year of incorporation	:	Certified copy of incorporation to be attached
3	Place of incorporation	:	
4	Type of organization (Partnership/Privately held/Publicly held)	:	
5	No. of years of operation in India	:	
6	Areas of business	:	
7	Number of technical employee	:	
8	PAN Detail	:	Certified copy to be attached
9	Brief profile of the firm	:	Separate document may be attached
10	GST Registration Certificate	:	Certified copy to be attached

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Form Tech-03

FINANCIAL INFORMATION OF CONSULTANT'S FIRM LAST THREE YEARS

	FY: 2019-20	FY: 2018-19	FY: 2017-18
Annual Turnover from professional fees of the Consultant's firm (Rs. Crore)			
Net Worth			

Note: Attach Copy of the audited Balance Sheet certified by Chartered Accountant

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Form Tech-04

ISO 9001 CERTIFICATION

Sl. No.	Information	Details	Remarks
1	Name of the Firm	:	
2	Year of receipt of ISO Certification for the first time	:	
3	Name of ISO Auditor	:	
4	Latest re-certification audit held in the year	:	
5	Certified copy of the latest certificate	:	To be attached

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Form Tech-05

INFORMATION ON BLACKLISTING OR DEBAREDING

Sl. No.	Information	Details	Remarks
1	Was the consultant firm ever or debarred by any government / non-government / private agency/ organization/ institution / funding agency at _____ (tender inviting date).		Attached affidavit, in case no history of blacklisting
2	Is the consultant firm blacklisted or debarred at _____ (tender inviting date)		

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Form Tech-06

BIDDER'S EXPERIENCE*

Sr.no.	Name of Project/Contract Agreement No./Client Details	No. of Experts engaged	Period of contract	Whether Govt/semi Govt/Autonomous bodies/PSUs/Industries etc. <u>(pls specify)</u>	Consultancy Fee (in INR)	Project Start date	Project End Date
1.							
2.							
3							

* All the supporting documents should be enclosed.

Form Tech-07
CONSULTANT'S PROPOSED METHODOLOGY AND WORK PLAN

Consultant's Technical approach, methodology and work plan for this assignment are to be elaborated in this sections, broadly under following sections:

- a) Understanding of the TOR
 - b) Approach and Methodology,
 - c) Work Program
 - d) Organization and Staffing
-
- The write up should explain Consultant insight with respect to the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Consultant should also explain the methodologies propose to adopt and highlight the compatibility of those methodologies for the project envisaged.
 - The proposed work plan should be consistent with the approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. The work plan should be consistent with the suggested Work program of the consultant.
 - Consultants should also propose the structure and composition of the proposed team, indicating main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
 - Consultants should monitor the deliverables in the time allotted to the experts engaged; if the experts fail to complete the tasks, the consultants should engage the appropriate experts with the written consent of NCCR to complete the task and ensure deliverables as per tender on time.

Form Tech-08
ACTIVITY SCHEDULE

Sl. No.	Item of Activity (Work)	Month-wise Program (In form of Bar-Chart)												
		1st	2nd	3rd	4th	--	--	--	--	--	--	--	--	24th

NCGR

Form Tech-9**Team Composition and Task Assigned**

Sr no	Category	No of staff	Name	Educational Qualification	Number of years of experience	Relevant Experience Details
	I: Key staff					
1		1				
2		1				
3		1				
4		1				
5		1				
6		1				
7		1				
8		1				
9		1				
10						

FORMAT FOR CURRICULAM VITAE

1	Proposed Position	:	
2	Name	:	
3	Date of Birth	:	
4	Nationality	:	
5	Education (From minimum qualification to higher qualification with percentage marks obtained.)	:	
6	Other Training	:	
7	Languages and Degrees of Proficiency	:	
8	Membership of Professional Societies	:	
9	Countries/State of work Experience	:	
10	Employment Record with responsibilities	:	(Starting with present position. List in reversed order employment held)
	Dates	:	From _____ to _____
	Employer	:	
	Position Held and Description of Duties	:	
11	Projects undertaken / associated specific to the roles assigned in the present requirement	:	
12	Detailed Tasks Assigned (List of tasks one by one and support each task by project experience on the right hand side)	:	Work Undertaken Which Best Illustrates Capability To Handle The Tasks Pertaining To The Proposed Position
		:	(List project names, locations, years, positions held, i.e. supervision engineer, site inspector, etc. with exact duties rendered and time spent on each project)
13	Certification	:	I, the undersigned, certify that, to the best of my knowledge and belief, this bio-data correctly describe myself, my qualifications and my experience.

I/We understand that any willful mis-statement described herein may lead to disqualification.

Signature of Named Person : _____

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Note: Consultant presented in format other than this will be rejected

NCGR

Form Fin-01
FINANCIAL BID

**NAME OF PROJECT/WORK: PROVIDING CONSULTANTS FOR TECHNICAL ASSISTANCE
TO NCCR**

A. Competitive Item: Remuneration of Experts

Sr. no	Manpower	No.	Input in Months	Rate/Month	Total (in INR)
1					
2					
3					
4					
TOTAL (in Figures)					
Total (in Words)					

Note: As applicable GST shall be paid extra, GST amount should not be quoted in the BoQ.

B. Non Competitive Items: TA/DA shall be paid as per GoI norms:

- i. Air Travel- expense shall be paid as per actuals for the trips carried out with a ceiling of Rs.12,000/Round trip
- ii. Hotel charges shall be paid as per actuals with a ceiling of Rs. 4,500/Night stay
- iii. Taxi Allowance- shall be paid at Rs.1500/- (Rupees Fifteen Hundred) per day or as per actuals.
- iv. DSA of Rs.1000/- (Rupees One Thousand only) per day shall be paid for outstation stay away from home office

In case the above items for OPE increases, the same shall be paid on pro-rata basis.

Note:

1. The bidder has to quote rate for competitive item only which shall be evaluated in financial bid.
2. GST shall be extra and not to be quoted .

(To be made on Rs 500.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand _____ between National Centre for Coastal Research (NCCR), Chennai, [hereinafter called as '**NCCR**' or '**Client**'] as one part, hereinafter called NCCR and M/s _____ [hereinafter called as '**Consultant**'] for "**Providing Consultants For Technical Assistance in review of DPRs for Kalpasar Project to National Centre for Coastal Research (NCCR)**" [hereinafter called as the '**Project**'] on the other part.

Whereas NCCR is desirous to engage the consultant for **Providing Consultants For Technical Assistance in review of DPRs for Kalpasar Project to National Centre for Coastal Research (NCCR)**, on the terms and conditions stated below:

1. The consultant shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to contract personnel deployed in NCCR. The NCCR shall have no liability in this regard.
2. The consultant shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at NCCR. The NCCR shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one months' notice on either side.
5. In case of non-compliance with the contract, the NCCR reserves its right to:
 - a) Cancel/revoke the contract, and /or
 - b) Impose penalty up to 10% of the total annual value of contract.
6. The consultant shall submit a Performance Security deposit equal to 3% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of pay order/demand draft/FDR/or bank guarantee from a Nationalized /Scheduled bank only, at the time of signing of the Agreement. In case of FDR, it should be valid for minimum period of 24 months.
7. The consultant shall be fully responsible for timely monthly payment of remuneration and any other dues to the experts deployed in NCCR.
8. The experts provided by the consultant will not claim to become the employees of NCCR and there will be no Employee and Employer relationship between the experts engaged by the consultant for deployment in NCCR.
9. There would be no increase in rates payable to the consultant during the contract period except reimbursement of the statutory wages revised by the Govt.
10. The consultant also agrees to comply with **annexed Terms and Conditions** and amendments thereto from time to time.

11. Decision of NCCR in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the consultant.
12. In case of any dispute between the consultant and NCCR, NCCR shall have the right to decide.

However, all matters of jurisdiction shall be at the local courts located at Distt. Chennai.
IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Chennai in the presence of the witness:

FOR National Centre for Coastal Research, Chennai

Witness: 1.
2.

FOR CONSULTANT

Witness: 1.
2.

C. Terms of Payment:

No advance payment will be made. Payment will be made on monthly basis after satisfactory completion of work.

- i) The consultant shall submit the valid tax invoice for every month by the first day of next month duly certified by the Project Coordinator. No interim bills will be entertained. All attempts would be made to pay the bills through ECS only within 20 days from the date of submission of bill provided there is no dispute in respect of rates, quantity and quality of work and on the basis of endorsement made by the respective Caretaker. The payment is subject to TDS applicable as per Income Tax Act, 1961.
- ii) In case of any complaint of non-fulfillment of any obligation under the contract, the Director, NCCR, Chennai reserves the right to deduct the payments due from the consultant from monthly bill (s),
- iii) NCCR shall pay to the consultant as per the contract, on monthly basis.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between NCCR and the Consultant and any non-compliance shall be deemed as breach of the Contract/Agreement.