



TENDER

FOR

**“CONSULTANCY SERVICES FOR ENVIRONMENTAL
AND SOCIAL IMPACT ASSESSMENT (EIA-EMP & SIA)
STUDIES IN 5 NATIONAL WATERWAYS (NW-10, NW-73,
NW-85, NW-97 & NW-100) IN THE STATES OF GUJARAT,
MAHARASHTRA & WEST BENGAL”**

Tender No.

IWAI/Hy/1(1)/Environment/NWs/2017-2018

**INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)**

August, 2018

DISCLAIMER

1. This Tender document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Applicants or any other person. The purpose of this Tender is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document and it is not possible for IWAI to consider particular needs of each party who reads or uses this tender document. This tender document includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this tender document and obtains independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Consultancy Companies/Firms/Consortiums or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any consultants or otherwise arising in any way from the selection process for the assignments. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this tender document.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this Tender document does not imply that IWAI is bound to select an Applicant or to appoint the Successful Applicants, as the case may be, for the consultancy and

IWAI reserves the right to accept / reject any or all of Bids submitted in response to this Tender document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Application.

5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IWAI reserves the right to change / modify / amend any or all provisions of this Tender document. Such revisions to the RFP / amended Tender document will be made available on the website of IWAI.

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SECTION - I: NOTICE INVITING E-TENDER



**INLAND WATERWAYS AUTHORITY OF INDIA,
(Ministry of Shipping, Govt. of India)
Head Office: A-13, Sector-1, Noida-201301, U. P.**

Tender No.
IWAI/Hy/1(1)/Environment/NWs/2017-2018

Online Bids are invited from the reputed QCI/NABET accredited EIA Consulting Organizations for “**Consultancy Services for Environmental and Social Impact Assessment (EIA-EMP & SIA) Studies in 5 National Waterways (NW-10, NW-73, NW-85, NW-97 & NW-100) in the States of Gujarat, Maharashtra, & West Bengal**”.

The Details of NIT

- 1) Cost of the Tender Document : INR 1,000/ for each Schedule
- 2) Last Date for online submission of Bids : **04.09.2018 at 1500 hrs**
- 3) Details of Eligibility Criteria, EMD, Terms & Conditions of the Contracts along with ‘Instructions to Bidders’ (ITB) can be seen at IWAI’s website and e-procure portal:

www.iwai.nic.in & <https://eprocure.gov.in/eprocure/app>

Hydrographic Chief

INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Government of India)
A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. – 201 301
Tel: (0120) 2527667, 2522969 Fax (0120) 2522969
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File No. IWAI/Hy/1(1)/Environment/NWs/2017-2018

NOTICE INVITING E-TENDER

1.1 Introduction

Inland Waterways Authority of India (IWAI) invites online Tenders / Bids **from the QCI/NABET accredited “Category-A and Category-B” EIA Consulting Organizations for Ports, Harbours, Break Waters and Dredging** in two cover systems (Cover-I: Technical Bid and Cover-II: Financial Bid) for **“Consultancy Services for Environmental and Social Impact Assessment (EIA-EMP & SIA) Studies in 5 National Waterways (NW-10, NW-73, NW-85, NW-97 & NW-100) in the States of Gujarat, Maharashtra & West Bengal”**.

List of the Proposed Waterways (NWs)

Schedule Nos.	Waterways Proposed for EIA-EMP & SIA Studies			EMD (INR)	Tender Cost (INR)
	National Waterways (State)	NW [#]	Length (Km)		
A.	Amba River (Maharashtra)	NW-10	44.97	1,24,288	INR 1,000/ for each Schedule of work
B.	Narmada River (Gujarat & Maharashtra)	NW-73	226.34	1,36,296	
C.	Revadanda Creek-Kundalika River (Maharashtra)	NW-85	30.74	1,20,288	
D.	Sunderbans (West Bengal): Indo-Bangladesh Protocol Route	NW-97	201.00	1,35,152	
E.	Tapi River (Gujarat)	NW-100	172.95	1,26,008	
	Total	05 NWs			

1.2 Critical Data Sheet

Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/app> and IWAI's website “www.iwai.nic.in” and are advised to pay **INR 1,000/- (Rupees One Thousand only)** as the cost of Bid document deposited to IWAI fund.

Critical Time Sheet

Document Download Start Date	14.08.2018
Date of Submission of Pre-Bid Queries (Minimum 1 day before Pre-bid meeting)	21.08.2018 upto 16:00 hrs.
Pre-Bid Meeting	22.08.2018 at 14:30 hrs.
Bid Submission Last Date	04.09.2018 upto 15:00 hrs.
Bid Opening Date	05.09.2018 at 15:30 hrs.
Cost of Tender Document	INR 1,000/- for each schedule work

1.3 Brief Scope of the Work

In brief, the scope of work for the appointed Consulting organizations shall be preparation of Environmental and Social Impact Assessment (EIA-EMP & SIA) Reports along with Obtaining Mandatory Statutory Clearances (CRZ/CTE/FC/WLS/Wetland Clearances) for respective 5 National Waterways (NW-10, NW-73, NW-85, NW-97 & NW-100) located in the states of Gujarat, Maharashtra and West Bengal. The appointed EIA Consultants shall also conduct Reconnaissance survey along with collection of primary (one season baseline environmental data shall be generated for ambient air, water quality, noise levels, soils and aquatic biota) and secondary data, risk and disaster management, CRZ mapping and HTL/LTL demarcation through MoEF&CC approved agencies *etc.* The detailed Terms of Reference (ToR) and scope of work shall be as per the **Section-VI** of the Tender Document. Please refer to **Annexure-VII: Index Maps** of Study Area.

1.4 Method of Selection

Bidders can apply for maximum 2 schedules and shall furnish proportionate sum of EMD corresponding to each schedule. Bidders should also see **Section-II Clause 16.1.4 & 16.1.5** before submission of bids.

Bidders will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this Tender Document.

1.5 Clarifications

Clarification and Query if any on the Tender Document shall be obtained from the following address by **21.08.2018 upto 1600 hrs.**

**The Hydrographic Chief,
Inland Waterways Authority of India,
(Ministry of Shipping, Govt. of India)
A-13, Sector-1, Noida-201301, U. P.**

Tel. Nos. : 0120-2527667, 2522969
Fax No. : 0120-2522969
E-Mail : hc.iwai@nic.in
Website : <http://www.iwai.nic.in>

IWAI reserves the right to accept or reject any or all Tenders without signing any reason and no correspondence shall be entertained in this regard.

SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)

1. Background

- 1.1** Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). The Parliament of India has passed the National Waterways bill, 2015 on 9th March 2016 and declared 106 new National Waterways in addition to the existing five National Waterways.
- 1.2** Inland Water Transport (IWT) has the potential to form the most economic, reliable, safe and environmentally friendly form of transport. When developed for use by modern inland waterway vessels operating on dependable rights of way, it can reduce investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India's global trade competitiveness.

2. Introduction

- 2.1** The Employer will select consulting firms/organizations (the Consultants) in accordance with the method of selection specified in **Clause-16 of Section-II: ITB**.
- 2.2** The name of the Assignment/Job has been mentioned in **Section-III: Data Sheet**. Detailed scope of the Assignment/Job has been described in **Section-VI: Terms of Reference**.
- 2.3** The date, time and address for submission of the Bids have been given in **Section-III: Data Sheet**.
- 2.4** Bidder shall bear all costs associated with the preparation and submission of their Bids.
- 2.5** The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.

3. Bidder Eligibility Criteria

The Bidders shall meet the following pre-qualification criteria:-

- 3.1 Bidder(s) should be one among the Consultancy Organizations accredited for Category 'A' or Category 'B' projects in Sector No. 33 (*i.e.* Ports, Harbours, Break Waters and Dredging) QCI/NABET as per List of the accredited EIA Consultant Organizations published in the MoEF&CC website dated July 06, 2015.
- 3.2 The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in **Clause-16.1 of ITB**. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client on its letter head should have a mention of start date, date of completion and value of the work executed by the Bidder. The Bidder can provide the details of the works that have been substantially completed. "**Substantially Completed Works**" shall be based on completion of 80% or more works that have been financially completed under the claimed relevant component of the contract. Substantial completion of works shall be supported by client certificates with the name of the work including component breakup of relevant work to the extent of similar work, work order value, start date, percentage of similar work completed till date of issue of the Tender in financial terms (Net Payment received against the Contract) as indicated in **Form-4B**. In case the work was performed by the Bidder in a JV, the same shall be supported by a Client Certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit similar completion certificate awarded to it by the main contractor and countersigned by the Employer / Client of the main contractor.
- 3.3 Copy of work order/letter of award/letter of work agreement alone shall not suffice Bidders claim for executing the similar work. Submitting completion certificate from the client on its letter head is mandatory.
- 3.4 Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be as mentioned in **Clause-16.1.2 of Section-II: ITB**. The Bidders shall provide financial turnover of the firm for the last three years duly certified by statutory auditors.

- 3.5 Any entity which has been barred by the MoEF&CC, QCI/NABET, Central Government, any State Government, a statutory Employer or a public sector undertaking, or International Funding Agency (World Bank, ADB, JICA *etc.*), as the case may be, from participating in any project, and the bar subsists as on the Bid submission date, would not be eligible to submit Bid.
- 3.6 The similar work experience of parent company/subsidiary/sister Company of the Bidder shall not be considered.
- 3.7 The Bidders shall offer and make available the list of all Key Personnel as mentioned in **Section-III: Data Sheet** meeting the requirements specified in **Section-VI: Terms of Reference (ToR)**. Each of the Key Personnel must fulfill the conditions of eligibility with respect to prescribed qualifications, QCI/NABET accreditation and working experience as outlined in **Section-VI**.
- 3.8 Bidders should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement or had any agreement terminated for breach by such Bidder.
- 3.9 The Bidders shall also indicate following:
- 3.9.1 The Bidder shall have adequate resources for successful execution of the consultancy work and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized/scheduled bank in India for an amount as indicated in **Section-III: Data Sheet**.
- 3.9.2 The Bidders shall be income tax assesses and accordingly the Bidders shall submit copy of Income Tax Return (ITR) filed by the Bidders for the last three financial years.
4. **Pre-Bid Meeting**
- A Pre-Bid meeting shall be held as per the date and time mentioned in **Section-III: Data Sheet**. Bidders willing to attend the pre-bid should inform the employer beforehand in writing and email. The maximum no. of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his/her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.

During the course of pre-bid meeting, the applicants will be free to seek clarifications and make suggestions for consideration by the Employer/IWAI. The Employer will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

The Bidders may put forth their pre-bid queries in the format prescribed in **Form-4I: Section-IV**.

5. Clarifications and Addendums

5.1 Bidders may request a clarification on any clause of the document up to the number of days indicated in **Section-III: Data Sheet** before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in **Section-III: Data Sheet**.

5.2 The Employer/IWAI will respond in writing or by e-mail and will send written copies of the response (including an explanation of the query but without identifying the source of query) to Bidders. Should the Employer deem it necessary to amend the Tender document as a result of a clarification, it shall do so following the procedure mentioned hereunder:

- (i) At any time before the submission of Bids, the Employer may amend the tender document by issuing an addendum/corrigendum (amendment) in writing or by e-mail. The information of issue of such amendment shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time to the bidders to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment /clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/appand> IWAI's website "www.iwai.nic.in"

6. Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the Tender document. Material deficiencies in providing the requested information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

6.1 Earnest Money Deposit (EMD)

6.1.1 Bidders shall furnish EMD of the amounts as mentioned in **Section-III Data Sheet** except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificates as per the Government of India rules. EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account:

- i) **Name of Bank Account** : IWAI FUND
- ii) **Bank Name and Address** : Union Bank of India,
Sector-15, Noida, U. P.
- iii) **Bank Account Number** : 513202050000007
- iv) **IFSC** : UBIN0551325

6.1.2 Bids not accompanied by EMD shall be rejected as non-responsive.

6.1.3 EMD have to be deposited through RTGS.

6.1.4 No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

6.1.5 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract.

6.1.6 The EMD shall be forfeited by the Employer in the following events:

- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- (ii) If the Bid is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (iii) If the Bidder tries to influence the evaluation process.
- (iv) If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Proposal by the Consultant)
- (v) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
- (vi) If the Bidder fails to sign the contract in accordance with conditions of

contract on receipt of award of work

- (vii) If any Bidder fails to furnish the security deposit in accordance with conditions of contract.
- (viii) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer/IWAI in writing, his earnest money deposit (EMD) paid along with the tender shall be forfeited.

6.2 Cost of Tender Document

All Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificates as per the Government of India rules, are required to pay the cost of Tender Document as mentioned in **Section-III: Data Sheet** through RTGS. The cost of Tender Document is Non-Refundable.

6.3 Bank Solvency

All bidders shall submit bank solvency certificate from a nationalized/scheduled bank in India for an amount as mentioned in **Section-III: Data Sheet**.

6.4 Taxes

The Bidders shall fully familiarize themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form **Fin-2**. It may be noted that the bidder shall have to be registered with GST and shall submit the proof of the same. The GST and all other relevant taxes shall be as per existing rules and regulations at the time of payment.

6.5 Currency

Bidders shall express the price of their Assignment/job in Indian Rupees.

6.6 Language

The Bid as well as all related correspondence exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats

attached in this tender document. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects. Any supporting documents submitted by the Bidder with its Bid or subsequently, in response to any query/clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

6.7 Bid Validity

The **Section-III: Data Sheet** indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional Staff nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. The employer will make its best effort to complete negotiations, if any, within this period. Should the need arise, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Professional staff Proposed in the Bid and that their financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. The bidders have the right to refuse to extend the validity of the bids and bids of such bidders, who do not extend the validity of their bids, shall not be considered for further evaluation.

6.8 Number of Bids

A bidder can bid for maximum two schedules of work. In case a bidder submits or participates in more than two schedules, the applications of the bidders shall be summarily rejected.

7. Conflict of Interest

- 7.1** Employer requires that selected bidders/EIA Consultants provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s)/job(s) or his own corporate interests and act without any consideration for future work.

- 7.2** Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:-
- (a) **Conflicting Activities:** A firm or any of its affiliates who have been engaged by the Employer to provide goods, works or assignment/job other than consulting assignment / job for a project shall be disqualified from providing consulting assignment/job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide consulting assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firms consulting assignment/job for such preparation or implementation. For the purpose of this paragraph, assignment/ job other than consulting assignment/job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc.
- (b) **Conflicting Assignment/Job:** A consultant {including its Personnel and Sub-consultant(s)} or any of its affiliates shall not be hired for any assignment/ job that by its nature may be in conflict with another assignment/ job of the Consultant to be executed for the same or for another Employer, for example a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.
- (c) **Conflicting Relationships:** A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

7.3 The Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the consultant during bidding process or termination of its Contract during execution of assignment.

7.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

8. Acknowledgement by Bidders

It shall be deemed that by submitting the Proposal, the Bidder has:-

- 8.1** Made a complete and careful examination of the Tender for Consultancy;
- 8.2** Received all relevant information requested from the Employer;
- 8.3** Satisfied itself about all matters and necessary information required for submitting a competitive bid;
- 8.4** Acknowledged that it does not have a Conflict of Interest; and
- 8.5** Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

9. Guidelines for e-submission of the Bids

- 9.1** The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>.
- 9.2** Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Consultants/Bidders on the e-procurement/e-Tender portal is a prerequisite for e-Tendering.
- 9.3** Bidders should enroll in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available “Enroll Here” on the home page portal. Enrolment is free of charge. During enrolment/registration, the Bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the Bidders through email id provided.
- 9.4** Bidders need to login to the site through their user ID/password chosen during enrolment/registration.

- 9.5 Then the Digital Signature Certificate (Class-II or Class-III Certificates with signing key usage) issued by SIFY/TCS/node/e-Mudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 9.6 Only the registered DSC should be used by the Bidder and should ensure safety of the same.
- 9.7 Bidders may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 9.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in **Section-III: Data Sheet**. The Bidders should also take into account the addendum/corrigendum published before submitting the Bids online.
- 9.10 Bidders may log into the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart card to access DSC.
- 9.11 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favorites' folder.
- 9.12 From the favorite's folder, he selects the tender to view all the details indicated.
- 9.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 9.14 Bidders, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format as specified in **Section-III: Data Sheet**. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 9.15 Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission.

This will facilitate the Bid submission process making it faster by reducing upload time of Bids.

- 9.16** Bidders should submit the Tender Fee/ EMD for the amount as specified in **Section-III: Data Sheet**. The original payment instruments should be posted/couriered/given in person to the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 9.17** While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18** Bidders have to select the payment option as offline to pay the Cost of the Tender / EMD as applicable and enter details of the instruments.
- 9.19** The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.
- 9.20** Bidders have to digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Bid document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 9.21** Bidders have to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 9.22** If the price-bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 9.23** Bidders are requested to submit their Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission last Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.

- 9.24** After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.
- 9.25** Bidders should ensure/see that the Bid documents submitted are free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 9.26** The time settings fixed in the server side & displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.
- 9.27** All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.
- 9.28** Any Bid documents that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid opener's public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 9.29** The confidentiality of the Bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 9.30** Bidders should logout of the Tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 9.31** Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.
- 9.32** Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

10. Submission of Bids

The Hard Copy of original instruments in respect of cost of Tender document and Earnest Money Deposit (EMD) along with the complete bid document as enumerated below must be delivered to the office of Hydrographic Chief on or before Bid closing Date & Time. Bids submitted without hard copies of original payment instruments towards cost of Tender document and EMD shall automatically become ineligible and shall not be considered for opening of bids. The Cost of Tender Document shall be non-refundable. One bidder may apply for maximum two schedules of works subject to satisfying the criteria as laid down in **Clause 5.2 of Section VI**. The Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. Bids should be submitted in Two Covers:

10.1 Cover-I: Technical Bid

10.1.1 Enclosure – I

- a. Scanned copy of the proof of Cost of Tender Document as specified in **Section-III: Data sheet**.
- b. Scanned copy of the proof of EMD as specified in **Section-III: Data Sheet**.
- c. Proof of bank solvency for the amount as specified in **Section-III: Data Sheet**.
- d. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorized signatory of the Bidder's as per **Annex-V**.
- e. Scanned copy of Form of Tender (**Form-4A**).
- f. Scanned copy of a signed declaration by the bidders (**Form-4G**).
- g. Statement of Legal Capacity by the Bidders (**Form-4K**).
- h. Power of Attorney for the authorized person of the bidder as per **Form-4D**. This form shall be accompanied by copy of company identity card or general identity card (passport / Driving license / Voter's ID *etc.*) of the authorized representative.
- i. Bidder's Information Sheet (**Form-4H**).
- j. Composition / Ownership / Shareholding pattern of the organization.

- k. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / memorandum of association of the company.
- l. Registration / incorporation certificate of the companies / Firms.
- m. QCI/NABET accreditation or any other certification (NABL) as mentioned in **Section-VI: ToR**.
- n. Original tender document with all addendums and corrigendum issued till date duly stamped and signed by the authorized signatory of the bidders.

10.1.2 Enclosure – II

- a. Scanned copy of the Annual Report/Audited balance sheets, for the last three financial years ending 31st March of the previous financial year.
- b. Scanned copy of GST Registration certificate.
- c. Scanned copy of PAN card of the Bidder.
- d. **Form-4C** for average annual turnover of applicant.
- e. Scanned copy of Bank Account Details and Band Certification along with a cancelled cheque, for transaction through e-payment in format given at **Annexure - III & IV**.
- f. Integrity agreement

10.1.3 Enclosure – III

Scanned copy of complete Company profile with details such as:

- a. Background of the organization
- b. Copies of completion certificate on client letter head for similar projects executed by the bidder in last seven years. The submitted certificates shall comply with conditions laid in **Clause-3 of Section-II: ITB** (Bidder's Eligibility Criteria). Such eligible projects shall be supplied in **Form-4B**.
- c. Copies of work orders / agreements with value and status (% completed till submission) in case of ongoing works shall be submitted separately as proof of on-going assignments as per **Form-4F**.
- d. Provide list of litigation history.

10.1.4 Enclosure – IV

- a. The Bidder shall submit the Technical Bid online keeping in view the scope of work listed in the ToR which must include:
 - (i) The approach to the work and methodology to be adopted, and

- (ii) Detailed work plan.
- b. Scanned copy of the list of the key and functional area experts (FAEs) **(Form-4E)** with complete signed CV's, adhering to the following requirements:
 - (i) At least 4 Key Personnel (EIA Coordinator, EB, and SE & WP Experts) must be in-house/permanent staff or full time employees of the EIA consulting organizations. Whereas, other Functional Area Experts (FAEs) may be in-house or empanelled but should be separate team (if bidder wants to apply for two schedules of work).
 - (ii) The Bidders have to ensure that the time allocated for the key personnel does not conflict with the time allocated for any other assignment. The Employer/IWAI reserves the right to request a workload projection (including time spent on other projects/clients) for all professional.
 - (iii) The composition of the proposed Team and task assignment to individual personnel shall be clearly stated.
 - (iv) All experts shall remain available for the period as indicated in the Tender Document.
 - (v) No alternative Bid for any Key Personnel shall be made and only one CV for each position shall be furnished.
 - (vi) Each CV shall bear original signatures or signed consent letter of the proposed Key Personnel and the same shall be signed by the Authorized Signatory of the Bidder. Originally signed CVs of the proposed Key Personnel shall be submitted to the Employer before the signing of the Contract. The employer may seek replacement of any of the CV's it finds unsuitable/not meeting the criteria stipulated in the tender document.
 - (vii) A CV shall be summarily rejected if the educational qualification of the proposed experts does not match with the requirement stipulated in the Tender document.
 - (viii) No experts/personnel involved should have attained the age of 65 (sixty-five) years at the time of submitting the Bids. The Employer

reserves the right to ask for proof of age, qualification and experience at any stage of the project.

- (ix) Since the replacement of key personnel affects the marking of technical evaluation of the bids, the bidders shall strictly observe that there shall be no replacement/change in the key personnel proposed by the consultants at the time of signing of contract from the key personnel proposed by the consultant at the time of bidding. For any reasons whatsoever if the bidder engages in replacement of key personnel there shall be a deduction of 10% from the total remuneration of the replaced personnel.
- (x) During execution of work, the replacement of the key personnel shall only be on health grounds of the individual or if the personnel ceases to work for the consultant and is no longer an employee of the consultant. The consultant shall not replace any of the key personnel without the written prior consent of the Employer. In case consultant engages in such activity *i.e.* replacement of key personnel with or without employers' prior consent, such action shall attract a deduction of 5% of remuneration of the replaced personnel. However, there shall be no deduction if the replacement is made on health grounds of the personnel. The consultant shall submit medical certificate of such personnel intended to be replaced on health grounds.

It may be noted that the Technical Bid shall not contain any reference to the Consultancy fee.

10.2 Cover-II: Financial Bid

Financial Bid in excel format (BoQ_XXXXX) provided along with this Tender as Form **Fin-2** shall be used for quoting prices/offer.

- (i) This will contain consultancy fee to be charged for completing the work.
- (ii) While working out consultancy fees, following points should be noted:
 - (a) The consultants will have to make their own arrangements for the transport/accommodation/TA/DA of their personnel assigned to this project for visiting various offices in different States, and other places for meetings, data collection, presentations, public consultation during field

visit, public hearing and discussions, the remuneration of the experts, secretarial staff, their salary, allowances, overhead expenditure etc.

- (b) Consultancy fees quoted would deem to have included all the incidental costs including cost of data collection from various line departments, field survey, all documents and reports etc. that would be required to be prepared and submitted by the consultants during entire course of the present assignment. Fees would also include cost of NOC and other required permissions to be provided by the consulting firm to IWAI for timely and effective implementation of the National Waterways development project. Even after satisfactory submission of all above information / reports / NOCs and permissions from the concerned Statutory bodies, if any unforeseen environmental and social issues are raised by any Govt. and Non-Govt. Organization, PAPs or local people or parties, the consulting firm shall have to bear the cost to resolve such issues to complete satisfaction of IWAI.
- (c) All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be as per existing rules and regulations at the time of payment. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.** The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

10.3 In case there is difference in submission made by the Bidder, online and in the submission made in hard copies, the online submission shall prevail over hard copy submission and the same shall be considered for evaluation.

10.4 The total duration of consultancy services has been specified in **Section-III: Data Sheet**.

11. Extension of Bid Submission Date

The employer may extend the date of submission of bids by issuing an addendum and uploading the same on Employer's website.

12. Late Proposals

Online proposals received by the employer after the specified bid submission date or any extension thereof, pursuant to **Clause-11**, shall not be considered for evaluation and shall be summarily rejected.

13. Liability of the Employer

The bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The employer shall not be liable for failure of online submission of bids by the bidder that may arise due to any reason whatsoever. It shall be construed that the procedure for online submission of bids, mentioned under **Clause-9 of ITB**, has been read and understood by the bidder. The hard copy of the bids submitted by the bidder shall not be treated as a substitute to online bids submission and in case a bidder fails to submit bids online due to any reason, the hard copies of the bids shall not be considered for evaluation.

14. Modification/Substitution/ Withdrawal of Bids

The bidders may modify, substitute or withdraw their tender after submission before the submission deadline as mentioned NIT in this tender document through e-Procurement Mode.

No bid shall be modified after the deadline for submission of bids.

15. Bid Opening and Evaluation Process

15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

15.2 The employer will constitute a tender evaluation committee (TEC) which will carry out the evaluation process.

15.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in **Section-III: Data Sheet**. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the

submission of bids being declared a holiday for The Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with **Clause-14** shall not be opened.

15.4 The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified **Clause-16**. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient or found not meeting the minimum eligibility criteria as mentioned in **Clause-3 and Clause-16.1 of ITB**. Only responsive Proposals shall be further taken up for evaluation. A Bid shall be considered responsive only if:

15.4.1 It is received by the Bid submission date and time including any extension thereof, pursuant to **Clause-11**.

15.4.2 It is accompanied by the Earnest Money Deposit' as specified in **Clause-6.1**;

15.4.3 It is received in the forms specified in **Section-IV** (Technical Proposal) and in **Section-V**: Financial Proposal;

15.4.4 It does not contain any condition or qualification or suggestion or submission.

15.4.5 It fulfills the eligibility criteria stipulated in **Clause-3 and 16.1 of Section-II: ITB**.

15.5 The Employer shall inform the Bidders, whose Technical Bids are found responsive and on evaluation fulfils the criteria stipulated in the Tender document, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.

15.6 At the time of the online opening of the 'Financial Bids', the names of the Bidders, whose Bids were found responsive along with the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.

15.7 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf. In case a bidder sends a representative on its behalf to attend the financial bid opening, it shall be construed that the representative has the authority of the bidder.

16. Bid Evaluation

16.1 Minimum Qualification Criteria

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in **Clauses-16.1.1 to 16.1.4 of Section-II: ITB**. Not satisfying any of the qualification criteria will render the bid non-responsive and financial bids of such bidders will not be opened.

16.1.1 Qualification Criteria for Consultancy Services

The bidders should have successfully completed and/or substantially completed “Similar Works” in the previous 7 (seven) years ending from the Bid Submission last Date as per the criteria specified below:

- a) 3 similar works each costing not less than 40% of the estimated cost. **Or**
- b) 2 similar works each costing not less than 50% of the estimated cost. **Or**
- c) 1 similar work costing not less than 80% of the estimated cost

For this purpose, the “**Similar Works**” means preparation of Environment Impact Assessment Report (EIA), Environment Management Plan (EMP) & Social Impact Assessment Report (SIA) for Ports, Harbors, Breakwaters & Dredging works of Rivers.

16.1.2 Average annual turnover from consultancy services for last 3 financial years *i.e.* 2014-15, 2015-16 and 2016-17 should be at least 100% of the estimated cost.

16.1.3 In case a bidder fails to meet the above mentioned minimum qualification criteria, the further process for technical evaluation will not be carried out and such bids shall be treated as non-responsive.

16.1.4 Bidders shall apply for maximum two numbers of schedules and shall furnish proportionate sum of EMD corresponding to each schedule.

16.1.5 Bidder shall propose separate key and functional area experts for each schedule.

16.2 Technical Evaluation

16.2.1 The points earmarked for evaluation of Technical Bids would be as follows:

Sl. No.	Description	Points
1.	Consultants relevant Experience and expertise for Assignments	20.0
2.	Quality of Work Plan & Methodology Proposed	30.0
3.	Qualification of Key Experts / Professionals Proposed	50.0
	Total	100.0

Detailed Marking Criteria

Sl. No.	Eligibility Criteria	Score
1.	Consultants relevant Experience and expertise for Assignments	20.0
a.	Similar experience of the consulting firm's means prepared EIA-EMP & SIA Reports along with obtaining mandatory statutory clearances for the Ports, Harbours, Breakwaters & Dredging works of the rivers shall be preferred or other infrastructure development projects.	
	i) Category-A Consultant	20
	ii) Category- B Consultant	10
2.	Quality of Work Plan & Methodology Proposed	30.0
a.)	Work Plan	5.0
b.)	Liasoning and coordination with Statutory bodies for Clearance	10..0
c.)	Approach & Methodology	15.0
3.	Qualification of Key Experts / Professionals Proposed	50.0
A. In-house Key Experts as per QCI/NABET		
1.	EIA Coordinator / TL	6.0
2.	Ecology & Biodiversity Expert (Terrestrial & Aquatic)	4.0
3.	Socio-Economic Expert	4.0
4.	Water Quality Expert	4.0
	Sub-Total (A)	18.0
B. In-house or Empanelled Functional Area Experts (FAEs) as per QCI/NABET		
5.	Air Quality & Pollution Expert	4.0
6.	Noise Quality & Noise Vibration Expert	4.0
7.	Geology Expert	4.0
8.	Soil Expert	4.0
9.	Land-Use Expert	4.0
10.	Solid Waste Management Expert	4.0
11.	RA & RH/DMP Expert	4.0
12.	Hydrology Expert	4.0
	Sub-Total (B)	32.0
	Grand Total of Sl. Nos. 1+2+3 (A+B)	100.0

Sub-Criteria of Key Experts / Professionals Proposed for Scoring

Sl. No.	Key Personnel	Qualification		Relevant Experience		Total
		Minim um	Preferred	Less than or equal to 10 yrs.	More than 10 yrs.	
A. In-house Key Experts as per QCI/NABET						
1.	EIA Coordinator / TL	1.0	2.0	1.5	3.0	6.0
2.	Ecology & Biodiversity Expert (Terr. & Aquatic)	1.0	1.0	1.0	2.0	4.0
3.	Socio-Economic Expert	1.0	1.0	1.0	2.0	4.0
4.	Water Quality Expert	1.0	1.0	1.0	2.0	4.0
	Sub-Total (A)	4.0	5.0	4.5	9.0	18.0

Sl. No.	Key Personnel	Qualification		Relevant Experience		Total
		Minimum	Preferred	Less than or equal to 10 yrs.	More than 10 yrs.	
B. In-house or Empaneled Functional Area Experts (FAEs) as per QCI						
5.	Air Quality & Pollution	1.0	1.0	1.0	2.0	4.0
6.	Noise Quality & Vibration	1.0	1.0	1.0	2.0	4.0
7.	Geology Expert	1.0	1.0	1.0	2.0	4.0
8.	Soil Expert	1.0	1.0	1.0	2.0	4.0
9.	Land-Use Expert	1.0	1.0	1.0	2.0	4.0
10.	Solid Waste Management	1.0	1.0	1.0	2.0	4.0
11.	RA & RH/DMP Expert	1.0	1.0	1.0	2.0	4.0
12.	Hydrology Expert	1.0	1.0	1.0	2.0	4.0
	Sub-Total (B)	8.0	8.0	8.0	16.0	32.0
	Sub-total (A+B)	12.0	13.0	12.5	25.0	50.0

16.2.2 The Technical Bids must score at least 75 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders who's Technical Bids have a score of 75 marks or more (out of 100) would be opened for further processing. However, if the number of such pre-qualified bidders is less than two, the Employer may, in its sole discretion, pre-qualify the bidder(s) whose Technical score is less than 75 marks.

16.3 Financial Evaluation

The financial score shall be evaluated according to the following formula: $sf = 100 * F_m / F$. (Sf is the normalized financial score, F_m = lowest price amongst the bidders under consideration and F is the price of bid under consideration for calculation).

16.4 Final Evaluation

16.4.1 A combined score of Technical and Financial will be evaluated. The successful bidder shall be selected as per the following procedure:

- Proposal will be ranked according to the combined normalized Technical (S_t) and normalized Financial (S_f) scores using the weights mentioned below.
- The weights, Technical (T_w) and Financial (F_w) would be given for Technical and Financial proposals, where $T_w = 0.70$ and $F_w = 0.30$
(T = the weight given to technical proposal; P =weight given to the financial proposal; $T_w + F_w = 1$)

- (iii) Final score (S) would be arrived at using the following

formula: $S = S_t \times T_w + S_f \times F_w$

Where $S_t = 100 \times T/T_m$ (T= is the technical score of the bidder under consideration and T_m = highest technical score amongst the bidders under consideration) and $S_f = 100 \times F_m/F$ (F_m =lowest price amongst the bidders under consideration and F is the price of bid under consideration for calculation).

17. Award of Contract(s)

- 17.1** The Employer/IWAI shall issue a Letter of Award (LOA) to the selected Bidders. It may also notify all other Bidders about the decision taken (if requested by other Bidders).
- 17.2** The Consultant will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the Standard Form of Contract in **Section-VII**, within 15 days of issuance of the Letter of Intent.
- 17.3** The Consultants are expected to commence the assignments on the date and at the location specified in **Section-III Data Sheet**.

18. Insurance

- 18.1** The Consultants shall maintain at his own cost personal and accident insurance for all his personnel and properties as considered satisfactory by the Client to cover any risks arising from work and services to be rendered by the Consultants under this Consultancy Agreement. The Consultants shall ensure the same for his sub-Consultants also. The Client shall not be responsible for any such events or effects thereof. A statement to this effect may be submitted with the offer.

19. Indemnity

- 19.1** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, 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.

20. Fraud and Corrupt Practices

- 20.1** The Bidders 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 Tender for Consultancy, the Employer shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder 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 Employer shall, without prejudice to its any other rights or remedies, forfeit the Bid Security or Performance Security, towards damages payable to the Employer for, inter alias, time, cost and effort of the Employer, in regard to the Tender for Consultancy, including consideration and evaluation of such Bidder’s Proposal.
- 20.2** Without prejudice to the rights of the Employer under **Clause-18** (Insurance) hereinabove and the rights and remedies which the Employer may have under the LOA or the Agreement, if a Bidder or Consultant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or Tender for Consultancy issued by the Employer during a period of two years from the date such Bidder or Consultant, as the case may be, is found by the Employer to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

21. Ownership of Document and Copyright

All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the Terms of Reference.

The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights (“IPR”) rights of the Consultant, the Consultant shall provide the Employer with

necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Employer.

SECTION - III: DATA SHEET

DATA SHEET

Sl. No.	Clause Ref.	Particulars	Description
1.	Section-I	Employer	The Chairperson, Inland Waterways Authority of India, A-13, Sector-1, Noida-201 301
2.	Section-I: Clause-1.1	Name of Assignment	“Consultancy Services for Environmental and Social Impact Assessment (EIA-EMP & SIA) Studies in 5 National Waterways (NW-10, NW-73, NW-85, NW-97 & NW-100) in the States of Gujarat, Maharashtra & West Bengal”
3.	Section-I: Clause(s)-1.1 & 1.2	Date & Time for submission of Bid Address for submission of hard copy of payment instruments (Tender Fee & EMD)	Date : 05.09.2018 Time : Latest by 15:00 Hrs (IST) Address : Online submission, Hydrographic Chief, Inland Waterways Authority of India, A-13, Sector-1, Noida-201301
4.	Section-I: Clause-1.2	Cost of Tender Document	INR. 1,000 /- for each Schedule work Tender Fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account: <ul style="list-style-type: none"> • On Account of : IWAI Fund • Name of Bank with Address: Syndicate Bank, Transport Bhawan, New Delhi • Bank Account No. 90622150000086 • IFSC: SYNB0009062
5.	Section-I: Clause-1.2	Document Download Start Date	14.08.2018
6.	Section-I: Clause-1.2	Date of Submission of Pre-Bid Queries	Date : 21.08..2018 upto 16:00 hrs E- Mail: hc.iwai@nic.in
7.	Section-I: Clause-1.2	Date of Pre-bid meeting to be held	Date : 22.05.2018 Time : 14:30 hrs Venue: Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida - 201301.
8.	Section-I: Clause-1.2	Bid Submission Date	Date: 04.09.2018 upto 15:00 hrs
9.	Section-I: Clause-1.2	Bid Opening Date	Date: 05.09.2018 upto 15:30 hrs
10.	Section-I: Clause-1.4	Method of Selection	Quality & Cost Based Selection
11.	Section-II: Clause-1.1	EMD	Different for each work schedule as stipulated in Clause-1.1: Section-II.
12.	Section-II: Clause-6.3	Bank Solvency	40% of estimated cost of each schedule
13.	Section-II: 3.4 & 16.1.2	Average Annual Turnover	Different for each schedule of work as stipulated in Clause-16.1.2 of ITB.

Sl. No.	Clause Ref.	Particulars	Description
14.	Section-II: Clause-6.7	Bid Validity	120 Days after opening of Technical Bids.
15.	Section-II: Clause-3.3	Similar Works	Prepared EIA-EMP & SIA Reports along with obtaining mandatory statutory clearances for the Ports, Harbours, Breakwaters & Dredging works of the rivers shall be preferred or other infrastructure development projects (Clause-16.2.1 of Section-II)
16.	-	JV / Consortium allowed	No (Only QCI/NABET approved FAEs can be engaged from other firms)
17.	Section-IV	The formats for the Technical Bid	<ul style="list-style-type: none"> • Form - 4A: Form of Tender. • Form - 4B: Eligible Projects. • Form - 4C: Average Annual Turnover. • Form - 4D: Power of Attorney. • Form - 4E: Curriculum-Vitae of Key Personnel • Form - 4F: List of Ongoing Projects. • Form - 4G: Declaration by Bidders. • Form - 4H: Bidder Information Sheet. • Form - 4I: Format for pre-bid Queries • Form - 4K: Statement of Legal Capacity
18.	Section-VI: Clause-5.3	Location of Project Assignments	In the state of Gujarat, Maharashtra and West Bengal.
19.	Section-VI: Clause-8	Key Personnel & FAEs Required	12 Experts (4 in-house & 8 empanelled FAEs as per QCI/NABET scheme) Separate key & FAEs will be proposed for each schedule of work.
20.	Section-VI: Clause-9	Consultancy Period	18 months from the date of LOA.
21.	-	Price Preference	Since splitting of scope / quantity of work is not feasible keeping in view the nature of work involved, price preference clause for MSE registered firms/bidders will not applicable.
22.	-	Make in India	As per policy of Govt. of India to promote Make in India the provisions vide Order No. O-45021/2/2017-B.E.II dated 15.06.2017 on the subject "Public procurement (preference to Make in India)" shall be applicable to the extent possible.

Sl. No.	Particulars	Pre-Qualification details for Each Work Schedule (Amount in INR)				
		Schedule-“A”	Schedule-“B”	Schedule-“C”	Schedule-“D”	Schedule-“E”
1.	EMD (2%)	1,24,288.00	1,36,296.00	1,20,288.00	1,35,152.00	1,26,008.00
2.	Bank Solvency (40%)	24,85,760.00	27,25,920.00	24,05,760.00	27,03,040.00	25,20,160.00
3.	Annual Turnover 100% cost of estimate during last 3 Financial Years	62,14,400.00	68,14,800.00	60,14,400.00	67,57,600.00	63,00,400.00
4.	Pre-qualification Criteria					
a)	3 similar works having 40% value of each	24,85,760.00	27,25,920.00	24,05,760.00	27,03,040.00	25,20,160.00
b)	2 similar works having 50% value of each	31,07,200.00	34,07,400.00	30,07,200.00	33,78,800.00	31,50,200.00
c)	1 similar work having 80% work value	49,71,520.00	54,51,840.00	48,11,520.00	54,06,080.00	50,40,320.00
5.	Cost (INR) of Tender Document	1,000/=	1,000/=	1,000/=	1,000/=	1,000/=

SECTION – IV: TECHNICAL BID STANDARD FORMS

FORM 4A: Form of Tender

To,

The Hydrographic Chief,
IWAI, A-13, Sector -1,
Gautam Buddha Nagar
NOIDA - 201301, U.P.

Dear Sir,

1. Having examined the information and instructions for submission of tender, Standard form of Contract, Technical, General and Detailed specifications, Bill of Quantities (BoQ) agreement and bank guarantee forms, etc. for the above named works, I/ We(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said standard form of contract, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I am tendering for the works mentioned in the table below and submitting the EMD vide RTGS / NEFT / BG in IWAI Account as per the details given therein:

Sl. No.	RTGS / NEFT		BANK GUARANTEE		TOTAL EMD (INR)
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)	Amount (INR)	Details of the Bank Guarantee (No. and Date) and details of the bank, branch, address.	
1.					
2.					

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days from the date of opening of technical bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.

5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.
6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be jointly and severely responsible for the due performance of the Contract. **I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public-Sector Undertaking or Multilateral or International Aid Agency/Development Bank.** Any such discovery by IWAI at any stage of the tender/contract may result in disqualification of the firm or cancellation of the contract.
9. I/ We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document,

and it is further certified that it does not contain any deviation to the aforesaid documents.

Date

Signature

Name

Designation

duly authorized to sign & submit tender
for an on behalf of

(Name and address of firm)

M/s

Telephone no's.....FAX

No.....

FORM 4B: Eligible Projects

Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an Joint Venture (JV) for carrying similar works under this assignment.]

“Similar Works¹” have been defined in Clause 16.1.1 of ITB and would mean “preparation of Environment Impact Assessment Report (EIA), Environment Management Plan (EMP) & Social Impact Assessment Report (SIA) for Ports, Harbors, Breakwaters & Dredging works of Rivers”

S. No.	Client Name ² , Name of work & location of project	Contract Value in INR	Date of start of work	Scheduled completion date	Actual completion date	Details of work (including Similar Work)	Remarks
		Financial ³ value of similar work satisfactorily completed					

Firm's Name :

Authorized Signature :

Notes:

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.

¹ Exhibit only those projects completed in the last Seven (7) years from the **Last Date of Bid Submission**.

² The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder, if not supported with proof of completion as laid down under Clause 3.2 of ITB from the Client will not be considered.

³ Against the Contract of works having several components other than the Similar Works, only the relevant component shall be evaluated for contract value, payment value and the actual execution period for the relevant component only should be submitted / specified.

2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case, exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as www.xe.com, www.oanda.com, along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may or may not be considered for evaluation.

FORM 4C: Average Annual Turnover of Applicant

Sl. No.	Financial Years	Average Annual Turnover of Applicant (INR) in Last 3 Years
1.	2015 – 2016	
2.	2016 – 2017	
3.	2018 – 2019	
Average Annual Turnover		[indicate sum of the above figures divided by 3]

Certificate from the Statutory Auditor

This is to certify that..... *[Name of the Firm][Registered Address]* has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation:

Name of Firm:.....

(Signature of the Statutory Auditor Seal of the Firm)

FORM 4 D: Power of Attorney

(To be executed on Non-Judicial Stamp Paper of INR 100 and duly notarized)

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.son/daughter/wife and presently residing at ... who is presently employed with/retained by us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "**Authorized Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "**Consultancy Services for Environmental and Social Impact Assessment (EIA-EMP & SIA) Studies in 5 National Waterways (NW-10, NW-73, NW-85, NW-97 & NW-100) in the States of Gujarat, Maharashtra & West Bengal.**" The selection of Consultant for Inland Waterways Authority of India (the "Employer") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid(s) and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Contract with the Employer.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

**IN WITNESS WHEREOF WE,.... THE ABOVE-NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ... DAY
OF..... , 20****

For...

(Signature, Name, Designation and Address)

Witnesses:

- 1.....
2.

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

FORM 4E: Curriculum-Vitae (CV) of Key Personnel

1. **Proposed Position/Designation** :
2. **Name of Firm** :
[Insert name of firm proposing the staff]
3. **Name of Staff: [Insert full name]** :
4. **Date of Birth** :
5. **Nationality** :
6. **Education** :
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment. In case of foreign degrees, Indian equivalent to be indicated]:
7. **Membership of Professional Associations** :
8. **Other Training** :
9. **Countries of Work Experience** :
[List countries where staff has worked in the last ten years] :
10. **Language Known** :
[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing] :
11. **Employment Record** :
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]
From [Year] : **To [Year]** :.....
Employer :.....
Positions held:.....
12. **Detailed Tasks Assigned**
[List all tasks to be performed under this Assignment/Job] :
13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:**
[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under Para 12.]

Name of Assignment/Job or project :
Year :
Location :
Employer :
Main project features :
Positions held :
Activities performed :
Period of deployment :

14. Certification :

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I also confirm my availability for the project.

I hereby declare that I have not given my consent to any other Consultant besides (name of bidder) to use my CV for the purpose of bid submission for this project.

[Original Signature of Key Personnel]

[Original Signature of authorized signatory of the firm]

[Full name of authorized representative]

FORM 4F: List of Ongoing Assignments

Sl. No.	Full Postal Address of Client & Name of officer-in-charge	Description of the work including similar works	Value of contract	Date of commencement of work	Scheduled completion period	Percentage completion as on date**	Expected date of completion

** Basis of percentage completion shall be financial and client certificate in this regard needs to be furnished.

FORM 4G: Declaration by the Bidders

Date:.....

To,

The Hydrographic Chief
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, Sector - 1, Noida - 201 301,
District- Gautam Buddha Nagar (U.P.)

Kind Attention: Hydrographic Chief

Sub: Declaration from the Bidder.

Tender Reference No:

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the downloaded Tender document.
2.	<input type="checkbox"/>	We have not been banned or de listed by any government or quasi government agency or public sector undertaking.
3.	<input type="checkbox"/>	We accept the payment terms of Clause-9 of TOR.
4.	<input type="checkbox"/>	We provide our acceptance to all Tender Terms and Conditions.

5. We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years.
6. I/We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily.
7. I/We agree to disqualify us from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents/submissions made by me/us are not genuine.

Yours Faithfully
(Signature of the Bidder, with
Official Seal)

Note: Please Tick the appropriate box in the above table.

FORM 4H: Bidder's Information Sheet

Bidder name: <i>[insert full name]</i>
Bidder's Party name: <i>[insert full name of Applicant's Party]</i>
Bidder's Party country of registration: <i>[indicate country of registration]</i>
Bidder's year of constitution: <i>[indicate year of constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Note:

This Form shall be supplied with Identity proof of the authorized representative

FORM 4I: Format for Pre-bid Queries by Bidders
(To be submitted in Bidder's Letter Head)

Name of Bidder :
Date of Submission :

Pre-Bid Queries

Sl. No.	Section No. Clause, Sub-Clause No. and Page No. of Tender	Tender Clause Description	Queries
1.			
2.			
3.			
4.			
5.			
6.			

FORM 4K: Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

The Hydrographic Chief,
Inland Waterways Authority of India
A-13, Sector-1, Noida - 201 301,
Uttar Pradesh , India

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the tender document.

We have agreed that (Insert individual's name) will act as our representative and has been duly authorized to submit the tender document. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions/representations of the Authorized Signatory shall be legally binding on us.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

SECTION – V: FINANCIAL BID STANDARD FORMS

Form Fin – 1: Financial Bid Submission Form

[Location, Date]

To:

[Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide the consultancy services for [Insert title of Assignment/Job] in accordance with your notice inviting tender dated [Insert Date] and our Technical Bid. Our attached Financial Bid is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all types of taxes (such as GST, Income tax, duties, fees, levies). We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to financial Bid shall result in rejection of our financial Bid.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e. before the date indicated inclause...

We understand you are not bound to accept any Bid you receive.
We remain,

Yours sincerely,

Authorized Signature [In Full and initials]:

Name and Title of Signatory :

Name of Firm :

Form Fin – 2: Summary of Costs - BoQ

Sl. No.	Particulars	Amount (in Figures)	Amount (in Words)
A.	Consultancy Fees (Form Fin- 3)		
B.	GST as applicable		
	Grand Total		

Note: All payments shall be made as per the **Clause-9 of Section-VI: ToR.**

Authorized Signature

Name :

Designation :

Name of Firm :

Address :

Form Fin – 3: Consultancy Fees

1. Key Resource (as required)

Sl. No.	Designation	Man-months Required	Man-month Rate (INR)	Total Amount (INR)
A. In-house Experts as per QCI/NABET				
1.	EIA Coordinator / TL			
2.	Ecology & Biodiversity Expert (Terr. & Aquatic)			
3.	Socio-Economic Expert			
4.	Water Quality Expert			
B. In-house or Empanelled Functional Area Experts (FAEs) as per QCI/NABET				
5.	Air Quality & Pollution			
6.	Noise Quality & Vibration			
7.	Geology Expert			
8.	Soil Expert			
9.	Land-Use Expert			
10.	Solid Waste Managt. Expert			
11.	RA & RH/DMP Expert			
12.	Hydrology Expert			

2. Miscellaneous Expenses

Sl. No.	Description	Total Amount (INR)
1.	Housing + Travel expenses	
2.	Local Transport	
3.	Others	
	Total	

Note:

1. Man-months rate and corresponding total amount shall include total emoluments, expenditure allowances, overheads & bonuses, and all local taxes thereon. These are to be provided only for the purpose of break-up of quoted remuneration.
2. The Miscellaneous Expenses details as stipulated above are to be provided only for the purpose of break-up of total cost under this head.

Authorized Signature

Name

Address

SAMPLE FOR ONLINE BOQ

[Validate](#)

[Print](#)

[Help](#)

Item Rate BoQ

Tender Inviting Authority: Hydrographic Chief, IWA

Name of Work: Consultancy Services for Environmental and Social Impact Assessment (EIA-EMP & SIA) Studies in 5 National Waterways (NW-10, NW-73, NW-85, NW-97 & NW-100) in the States of Gujarat, Maharashtra & West Bengal

Contract No: IWA/Hy/1(1)/Environment/NWs/2017-2018

Name of the
Bidder/
Bidding Firm
/ Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	7	8	10
1	Work	item1					
1.01	Consultancy Services for Environmental and Social Impact Assessment (EIA-EMP & SIA) Studies in 5 National Waterways (NW-10, NW-73, NW-85, NW-97 & NW-100) in the States of Gujarat, Maharashtra & West Bengal	item1.1	1.000	Nos		0.00	INR Zero Only
1.02	GST If any	item1.2	1.000	Nos	0.00	0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only		

SECTION –VI: TERMS OF REFERENCE (ToR)

1. Introduction

Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 with a mandate to develop and regulate the inland waterways of the country primarily declared as National Waterways. In March, 2016 Government of India has declared 106 new National Waterways in addition to the existing five National Waterways by the National Waterway Act, 2016.

National Waterways (NWs) of India are well in line to become the lifeline of the country. Not only will these NWs serve the transportation obligations of our nation, but also has the potential to serve as recreational centers and promoting tourism activities. After the notification of National Waterways Act, 2016, IWAI has initiated developmental works for the new 106 National Waterways.

The present Terms of Reference (ToR) and Scope of Services have been formulated for **“Consultancy Services for Environmental and Social Impact Assessment (EIA-EMP & SIA) Studies in 5 National Waterways (NW-10, NW-73, NW-85, NW-97 & NW-100) in the States of Gujarat, Maharashtra & West Bengal”**. The study area, project components, study objectives and detailed scope of work under proposed project have been summarized below for the ‘Consultancy Services’.

2. Study Area

The entire scope of this consultancy services have been extended in 5 states including Gujarat, Maharashtra and West Bengal. This covers a total length of 676.0 Km coastal as well as non-coastal stretches of the 5 prioritized rivers, estuaries and canals under 5 schedules of works (“A” to “E”). The site maps of each waterway have been given in **Annexure-VII: Indicative Maps of the Study Area**.

Location of the proposed Study Area

Sc. No.	Proposed Waterways	Length	Geographical Location
A.	Amba River (Maharashtra) – NW-10	44.97 Km	Arabian Sea, Dharamtaar creek near village Revas at Lat 18°50’15”N, Lon 72°56’31”E to a Bridge near Nagothane ST Stand at Lat 18°32’20”N, Lon 73°08’0”E.
B.	Narmada River (Gujarat & Maharashtra) – NW-73	226.34 Km	Pandhariya at Lat 21°57’10”N, Lon 74°08’27”E to confluence of Narmada with Arabian Sea at Gulf of Khambhat Lat 21°38’27”N, Lon 72°33’28”E.

Sc. No.	Proposed Waterways	Length	Geographical Location
C.	Revadanda Creek-Kundalika River (Maharashtra) – NW-85	30.74 Km	Arabian Sea at Revadanda Lat 18°32'20"N, Lon 72°55'33"E to bridge on Roha-Astami Road near Roha Nagar Lat 18°26'32"N, Lon 73°07'11"E.
D.	Sunderbans (West Bengal) Indo-Bangladesh Protocol Route – NW-97	201.0 Km	Sunderbans Waterway from Namkhana (Lat. 21°45'46"N, Lon. 88°13'06"E) to Athara Banki Khal (Lat. 21°56'57"N, Lon. 89°05'32"E)
E.	Tapi River (Gujarat) NW-100	172.95 Km	Hatnur Dam Near Mangalwadi Lat 21°04'22"N, Lon 75°56'45"E to Gulf of Khambhat (Arabian Sea) at Lat 21°02'16"N, Lon 72°39'30"E.
	Total Length (Km)	676 Km	

3. Project Components

The major components of the projects are as follows:

- Dredging is the prime activity in each waterway for maintenance of water depth under rivers, estuaries and canals for navigation and cargo supply.
- Establishment of terminals/jetties.
- In addition of this land acquisition shall be required for other purposes including parking of vehicles and approach road for connectivity at terminal locations.
- Proper disposal of dredged material is to be done as per the environmental regulatory mechanisms.
- Use of navigation aids, channel marking, RIS *etc.*

4. Objective of the Study

4.1 The prime aim of the present (EIA-EMP & SIA) study is to assess the impact of proposed developmental interventions over 5 rivers/creeks/estuaries in 3 states. The potential impact of each activity or intervention is to be identified and suitable 'Environmental Management and Monitoring Plan' (EMMP) is to be formulated for upcoming construction and operational phase of the projects. Out of this study, the 'Baseline line data generation' and periodic 'Environmental Monitoring' are to be carried out for assessment of project performance at various stages of the project (*i.e.* pre-construction, construction and operation). The required mandatory statutory clearances (Permits, consents & NoCs) to be obtained for sustainability of the projects.

5. Scope of the Work

5.1 From the environmental and social perspectives conducting EIA and SIA along

with preparation of EIA-EMP and SIA reports for each waterway is the major scope of work under these consultancy services. Whereas, the requirements of statutory clearances (permits, consents & NoCs) shall be varied with project to project.

- 5.2** Interested Bidders (QCI/NABET accredited EIA Consulting Organizations) may submit their bids for maximum two work schedules out of the 5 proposed studies with separate team of experts for each schedule of work (in-house and empanelled). The consultant shall also provide the list of QCI/NABET accreditation for each expert to support their area of expertise for proper scoring.
- 5.3** The details of the proposed waterways along with drafting of reports with major contents have been summarized below.

**Description of the Proposed Waterways along with Brief Scope of Services
(EIA-EMP & SIA Studies and Mandatory Statutory Clearances)**

Schedule No.	Name of the Proposed Waterways			Brief Scope of the work	Critical Features/ Sensitivity
	Rivers & Canals	NW [#]	Length (Km)		
I. Details of the Proposed Waterways					
A.	Amba River (Maharashtra)	NW-10	44.97	EIA-EMP. SIA studies along with CRZ, CTE, Forest, Wetlands, Wildlife clearances (if applicable)	All waterways are tidal influenced. Thus CRZ Not., 2011 shall be applicable. Critically Vulnerable Coastal Area
B.	Narmada River (Gujarat & Maharashtra)	NW-73	226.34		
C.	Revadanda Creek-Kundalika River (Maharashtra)	NW-85	30.74		
D.	Sunderbans (West Bengal) (Indo-Bangladesh Protocol Route)	NW-97	201.00		
E.	Tapi River (Gujarat)	NW-100	172.95		
	Total	5 NWs	676.00		Tidal River
II. Drafting of Reports with Major Coverage					
1.	<u>Studied to be Conducted</u> (i) <u>Volume-I: Rapid Environmental Impact Assessment (R-EIA) Report</u> <ul style="list-style-type: none">Reconnaissance survey along with collection of primary & secondary data including generation of one season environmental baseline data (except monsoon period).Risk assessment, preparation of DMP, EMMP (EMP & EMoP).Environmental Cost Benefit Analysis.To organize stakeholder’s consultation meeting (if required) at some strategic locations and incorporate the observations and mitigation measures sought by local people during meetings in final EIA & SIA Reports.Preparation of all reports as per latest legislations with implementation budget.				

Schedule No.	Name of the Proposed Waterways			Brief Scope of the work	Critical Features/ Sensitivity
	Rivers & Canals	NW [#]	Length (Km)		
	<ul style="list-style-type: none">CRZ mapping and HTL/LTL demarcation <i>etc.</i> as per the CRZ Notification, 2011 and its latest amendments through MoEF&CC approved agencies.To prepare a consolidated stand-alone EMMP (EMP & EMoP) for inclusion in contractor bid documents for each waterway. <p>(ii) <u>Volume-II: Social Impact Assessment (SIA) Report</u></p> <ul style="list-style-type: none">The successful bidder shall identify PAPs and process for land acquisition as per DPR and drawings related to establishment of proposed terminals and connectivity for site approach and parking.The successful bidders shall procure the revenue maps of the water waterways to facilitate the CRZ mapping and studies required for all projects.Social screening and preparation of RAP/R&R Plans including social budget and institutional arrangements (If applicable for the project). <p>(A) <u>Mandatory Statutory Clearances to be obtained</u> <u>(As per Environmental Legislations)</u></p> <ul style="list-style-type: none">Online submission of ‘Application Forms’ for obtaining mandatory statutory clearances as per Notification/Acts and follow-up with respective authorities.To obtain overall relevant clearances (Permissions/Consents /NoCs with the Revenue and the Directorate of Mining & Geology for dredging work) as per the environmental legislations at state and Central Govt. levels.				

5.4 The major authorities for mandatory statutory clearances shall be the respective departments like forest, wildlife, SCZMA, SPCB, SBWL, NBWL, MoEF&CC *etc.* it shall be executed before implementation of the project as per requirement and compliances of applicable environmental legislations. The present study will be carried out within the following major legislative reference framework:

- The National Waterway Act, 2016.
- The Environment (Protection) Act, 1986 with applicable Rules/Legislation.
- The EIA Notification, 14th Sep., 2006 and its latest amendments.
- The Water (Prevention and Control of Pollution) Act and Rules, 1974 & 1975.
- The Coastal Regulation Zone, Notification, 2011 and its latest amendments.
- The Air (Prevention and Control of Pollution) Act, Rules and Amendments, 1981, 1982, 1983 & 1987;
- The Municipal Solid Waste (Management and Handling) Rules, 2000.
- The Hazardous Waste (Management and Handling) Rules, 2008.
- The Forest (Conservation) Act, 1980 Forest Conservation Rules, 1981.
- The Wildlife (Protection) Act, 1972.

- The Wildlife (Protection) Amendment Act, 2006.
- The Wildlife (Protection) Amendment Bill, 2013.
- The Biodiversity Act, 2002.
- The Wildlife Conservation Strategy, 2002.
- The Wetlands Rules, 2010.
- Land Acquisition, Rehabilitation and Resettlement Act, 2013.
- State Specific Resettlement and Rehabilitation Policy, 2008.
- Any other statutory act or legislation at State/Central Govt. level prevailing during the period of study.

5.5 Most of scheduled works are located in coastal zones. Therefore, CRZ clearances are to be obtained as per the Coastal Regulation Zone Notification, 2011 from SCZMA/MoEF&CC (Govt. of India - New Delhi).

5.6 If forest land is to be acquired for construction of terminals, approach roads *etc.* the forest clearance to be obtained as per the Forest (Conservation) Act, 1980 and its subsequent amendments.

5.7 As per the Wild Life (Protection) Act, 1972 the prior permission is to be obtained from the concerned authority as waterways passing nearby the boundary of that particular protected area. In this regard, the following works to be carried out:

- Prepare wildlife proposal with specified checklist and relevant drawings /Map of Eco-Sensitive Zone as per guidelines.
- Submit online proposal to the Director/DFO of the concerned authority & verify the documents enclosed in proposal in hard copies.
- Scrutiny of proposal by Director/DFO of the concerned authority and communicate instruction for site inspection for obtaining the necessary clearances.
- Overall Liaisoning with the state as well as central Govt. Level Authorities.

➤ **Approval from SBWL**

- The EIA Consultants shall also coordinate with the State Board of Wildlife (SBWL)/members for announcement of SBWL meeting date and inclusion of proposal under agenda of SBWL (if required).
- Preparation of presentation material for the meeting.

- Assist during Presentation before the SBWL (if required).
 - Arranging copy of approval by SBWL.
 - **Approval from NBWL**
 - The EIA Consultants shall also coordinate with National Board of Wild Life (NBWL)/members for announcement of NBWL meeting date and inclusion of proposal under agenda of NBWL (if required).
 - Preparation of presentation material for the meeting
 - Assist during presentation before NBWL (if required).
 - Arranging copy of approval by NBWL.
 - **Final Clearance from Honorable Supreme Court of India**
 - After the Standing Committee of NBWL recommends the proposal, then the agency has to approach the Hon'ble Supreme Court for final clearance in view of the Court orders dated 13.11.2000/ latest Orders.
 - After sanctioning, proposal shall be forwarded in reverse direction as per guideline of WLS followed by PCCF (WLS) issuance of formal approval / demand letter.
- 5.8** The EIA Consultants shall also coordinate with the State Wetland Authority for necessary clearances like permission, consent or NoC for the waterways passing through close proximity of Ramsar Site(s) or Wetland(s) have significant value.
- 5.9** For construction of new terminals at certain locations, NoCs to be obtained for consent to establish (CTE) from the SPCB.
- 5.10** All the EIA Consultants shall also coordinate with all respective departments and statutory authorities for completion of these assignments within stipulated time in this tender document.
- 6. Role and Responsibilities of the Environmental Consultants**
- 6.1** The Key Experts of Environmental Consulting Organizations will visit the study area and conduct detailed Environmental and Social Impact Assessment studies for obtaining all mandatory clearances for the proposed assignments or projects.
- 6.2** One season environmental baseline data (except monsoon period) shall be generated by EIA consultants along with identification of valued environmental components, terrestrial and aquatic biota (*i.e.* fauna & flora of the nearby proposed stretch) and effective Environmental Management and Monitoring Program (EMMP) to be prepared for timely and effective implementation of these projects.
- 6.3** All the proposed Experts of EIA Consulting Organizations shall give their inputs

and recommendation in respective section of the reports and baseline data generated by approved NABL/MoEF&CC laboratory should be carefully checked by him. There should be no discrepancy and errors in any observed information from the field and should be compared with the standard guidelines of the CPCB.

- 6.4** During generation of environmental baseline data, all EIA consultants shall 1 week prior inform to the employer/IWAI to enable the environmental expert of employer/IWAI can visit the site for verification of the monitoring stations as actually to be located at field at all terminal locations.
- 6.5** The Consulting Organizations shall inform to IWAI prior (sufficiently in advance) to commencement of any part studies like establishment of monitoring locations, generation of baseline data over each waterway and stakeholders meeting (if required) *etc.* In order to enable IWAI to participate in field activities.
- 6.6** Submission of application and relevant documents and reports to concerned authorities for execution of navigation project over each waterway and follow up with concerned officials to be undertaken by the consultant only after approval of EIA-EMP & SIA with reports and specific approval of Applications by IWAI for concerned departments. The required statutory fee for same will be paid by IWAI.
- 6.7** The Consulting Organizations will provide all relevant NOCs, prior permissions, approval/mandatory Statutory Clearances from the neighboring village panchayats, municipalities, urban local bodies and concerned regulatory authorities *etc.* on welfare of the proposed project to avoid the violation of environmental and social regulations as issued and notified by the respective State as well as Central Govt. for conservation of these rivers, estuaries and canal.
- 6.8** The Consulting Organizations will conduct an exercise for the analysis of alternatives to minimize the environmental impacts of the proposed project. In this regard, the consulting organizations may review the earlier studies and available documents at IWAI before mobilization for environmental & social impact assessment studies over each waterway.
- 6.9** The Consulting Organizations will describe all environmental features such as project site, geology, topography, climate, transport and connectivity, demographic aspects, socio-cultural and economic aspects, villages, settlements, one time baseline environmental data along with projected incremental load due to projects and meteorological data of the proposed stretches in their assessment Reports.

- 6.10** The EIA Consulting Organizations will examine both positive and negative impacts of proposed projects on the nearest settlements and existing environmental conditions or natural resources.
- 6.11** Environmental data to be considered in relation to the project development would be (a) land, (b) groundwater, (c) surface water, (d) air, (e) terrestrial and aquatic bio-diversity, (f) noise and vibrations, (g) socio-economic and health.
- 6.12** Details of the waste generation, treatment and its disposal should be examined.
- 6.13** The evaluation of impacts should be analyzed depending upon the nature (positive and negative), duration (short term and long term) reversibility, and magnitude (negligible, low, medium, and high) of the impacts based the objective assessments.
- 6.14** Examine the environmental budget for next phases of the proposed projects for effective management.
- 6.15** If any wildlife, rare and threatened species of aquatic as well terrestrial flora and fauna are being affected by the proposed project activities, prepared a species-specific conservation plan with close consultation with the concerned Authority.
- 7. Environmental Management and Monitoring Plan (EMMP)**
- 7.1** The Environmental Management and Monitoring Plan (EMMP) is a consolidated approach of EMP & EMoP, which to be formulated for mitigation and minimization of potential environmental impacts under proposed projects.
- 7.2** Environment Management Plan (EMP) is an effective tool to work on micro level to identify and address the various effects of the waterway operations on the environment. The preparation and implementation of EMP has an integration of strategies and management policies to minimize environmental disruptions caused due to movement and operation of vessels/boats handling through the waterways.
- 7.3** While understanding EMMP, it should be ensured that the movement and operation of vessels/boats for navigation purpose and other allied activities will not degrade the natural quality of the rivers and canals beyond the accepted regulatory standards/norms and to adopt the necessary mitigation measures for keeping the pollution within the specified limits. Therefore, the effective EMMP shall be prepared keeping in view the followings:
- *Site visit, reconnaissance survey along with public and stakeholders' consultation.*

- *Collection of secondary data on meteorology, flora, fauna, ecologically sensitive areas, topography, geology, forest & archaeological sites within the study area. That will be used in the Environmental Assessment Report.*
- *Only NABL/MoEF&CC approved laboratories shall be engaged by the EIA Consulting Organizations for generation of baseline environmental data at this stage (pre-construction phase).*
- *The brief information about environmental attributes along with parameters and monitoring duration has been summarized in Table given below but the appointed EIA consultants have also follow the latest amendments/CPCB guidelines in this regards for addition of any parameter under each environmental attribute.*
- *No. of final sampling locations to be decided or finalized by the EIA Consulting Organizations along the Environmental Expert of the employer/IWAI after site visit.*
- *At this stage, one season environmental data is to be generated by the EIA Consultants and later stages during construction and operation phases it shall be done by the contractor.*
- *Description of baseline environmental status based on collected primary & secondary data.*
- *Identification of sources of pollution.*
- *Identification of opportunities for enhancement of environmental quality in the project area.*
- *Management plan for dredging to minimize the impacts on river's water quality and aquatic ecology.*
- *Plan for ensuring the users (such as the crew of the operating vessels) health and safety measures.*
- *Effective Waste Management Plan for the proposed stretches.*
- *Risk Analysis for overall development of the waterways.*
- *Disaster Management Plan (DMP) including Oil Spill Response Plan.*
- *Cost Benefit Analysis.*
- *Listing of all the mandatory and non-mandatory clearances required for the overall project(s).*
- *To conduct CRZ mapping and HTL/LTL demarcation etc. as per the CRZ*

Notification, 2011 and its latest amendments through MoEF&CC approved agencies. In this regard, consulting organizations is expected to get the letter issued by IWAI to at least three agencies related to above CRZ mapping or studies for rate quotations and prepare comparative chart based on offer. The comparative chart such prepared shall be submitted to IWAI for approval and disbursement of payments as per terms and conditions of the selected agencies. Hence above cost and fees for obtaining CRZ clearance shall not be included in the consultants bid and shall be paid to Consultants on actual for onward disbursement to the agencies approved by IWAI.

- *To obtain all mandatory statutory clearances from the respective states and central Government at pre-construction before execution of proposed projects.*
- *Estimation of Environmental & Social Budgets for implementation of EMMP & RAP/R&R plans in respective reports (EIA & SIA).*
- *Description of implementation arrangement needed for the project.*
- *Summary matrix of Environmental Monitoring Program (EMoP) along with the requirement of monitoring facilities, frequency, location, attributes and parameters of monitoring, compilation and analysis of data, comparison with baseline data, compliance to accepted norms and reporting system, and plantation monitoring programme.*

Environmental Attributes & Parameters for Baseline Data Generation

Sl. No.	Environmental Attributes	Parameters to be Monitored	Frequency of Monitoring	Monitoring Locations
1.	Ambient Air Quality (AAQ)	PM _{2.5} , PM ₁₀ , CO, SO ₂ , NO ₂ etc.	24 Hourly sampling (Day & Night time) to be done on twice in a week basis.	Terminal sites or nearby human settlement areas to be finalized during joint visits between EIA consultants & Employer/ IWAI.
2.	Water Quality	Physical: pH, Temp., DO, Conductivity, Colour (Hazen Units), Turbidity & Salinity, Chemical: TSS, TDS, Alkalinity, Hardness, BOD, COD, NO ₃ , PO ₄ , Cl, SO ₄ , Na, K, Ca, Mg, Mn, Zn, Hg, Pb, Cu, Arsenic,	One time sampling and analysis at this stage	

Sl. No.	Environmental Attributes	Parameters to be Monitored	Frequency of Monitoring	Monitoring Locations
		Silica, Oil & grease, Phenolic compounds, Residual Sodium Carbonate. Biological: Total Coliform.		
3.	Noise Levels	Day & Night Time monitoring to be done at each location	24 Hourly sampling (Day & Night time) to be done.	
4.	Soil (Composite samples shall be prepared based on at least 3 replicates from each location.)	Bulk Density, Colour, Texture, Soil Type, pH, EC, N, P, K. etc.	One-time sampling and analysis at this stage	
5.	Aquatic Ecology	Trophic Status, Primary Productivity, Species diversity & densities of Phyto & Zooplanktons, Benthic Organism (Benthos, Macro-benthos), Fish and Macrophytes, Shanon Weiner Diversity Index.	One-time study at this stage.	

8. Man Power Requirement

- 8.1 Interested Bidders/EIA Consulting Organizations should itself have QCI/NABET accreditation as per EIA Notification, 2009 for Ports and Harbours Break waters and dredging (Category-“A” or “B” Projects).
- 8.2 Interested Bidders/EIA Consulting Organizations have to submit all QCI/NABET accreditation details to the employer/IWAI along with their bids and reports about their firm’s eligibility and proposed domain key experts for evaluation.
- 8.3 The QCI/NABET approved accreditations of the Key Experts / FAEs will be treated as preferred qualification for the assignments.
- 8.4 If any Bidder/EIA Consulting Organization proposed the name of same experts in two bids, the common experts in two bids shall be replaced by the other experts having equivalent or more experience than the previous one.

8.5 In order to carry out the present assignments as per the work schedules considering the Scope of the Work, it is suggested to engage the services of following domain key experts or professionals on intermittent basis.

Details of the Key & Functional Area Experts (FAEs) for Consultancy Services

No.	Key Professionals	Qualification along with Working Experience
A. In-house Key Experts as per QCI/NABET Scheme		
1.	EIA Coordinator cum Team Leader on intermittent basis <i>(for 6 months)</i>	Must be a QCI/NABET Accredited EIA Coordinator for Ports & Harbour Projects for Category “A” or Masters in Environmental Engineering/Masters in Environmental Sciences/Masters in Environment Management with at least 10 years’ experience of drafting & reviewing EIA & EMP reports and mitigation measures along with the experience of mandatory Statutory clearances, public hearing for the infrastructure projects.
2.	Ecology & Biodiversity Expert (Terrestrial & Aquatic) on intermittent basis <i>(for 4 months)</i>	Must be a QCI/NABET Accredited Category “A” Expert or Ph. D. in Ecology/ or Masters in Environmental Science / Masters in Zoology/Masters in Botany/Masters in Environment Management with at least 5 years’ experience of providing required inputs in preparation of EIA & EMP reports.
3.	Socio-economic Expert on intermittent basis <i>(for 3 months)</i>	Must be a QCI/NABET Accredited Category “A” Expert. or Degree in Sociology/MSW/Economics with at least 5 years’ experience of conducting socio-economic survey
4.	Water Quality Expert on intermittent basis <i>(for 3 months)</i>	Must be a QCI/NABET Accredited Category “A or B” Expert or Environmental Engineering / Masters in Environmental Science / Masters in Environment Management with at least 5 years experience of providing required inputs in preparation of R & R plan, EIA & EMP reports etc.
B. In-house or Empanelled Functional Area Experts (FAEs) as per QCI/NABET Scheme		
5.	Air Quality & Pollution Expert on intermittent basis <i>(for 3 months)</i>	Must be a QCI/NABET Accredited for Category “A or B” Expert or Masters in Environmental Engineering/Masters in Environmental Sciences / Masters in Environment Management with at least 5 years’ experience of providing required inputs in preparation of EIA & EMP reports.
6.	Noise Quality & Vibration Expert on intermittent basis <i>(for 3 months)</i>	Must be a QCI/NABET Accredited Category “A or B” Expert, or Environmental Engineering/Masters in Environmental Sciences / Masters in Environment Management with at least 5 years’ experience of sampling, testing, analyzing & monitoring the noise and vibration.
7.	Geology Expert on intermittent basis <i>(for 3 months)</i>	Must be a QCI/NABET Accredited Category “A” Expert or Masters in Geology or related courses with at least 10 years experience of providing required inputs in preparation of EIA & EMP reports.
8.	Soil Expert on intermittent basis <i>(for 3 months)</i>	Must be a QCI/NABET Accredited Category “A or B” Expert or Masters in Geology or related field with at least 5 years experience of providing required inputs in preparation of EIA & EMP reports.
9.	Land Use (LU) Expert <i>(for 3 months)</i>	Must be a QCI/NABET Accredited for Category “A or B” Expert with M. Tech. in Civil Engineering / Physical Planning/Architecture/Town Planning/Env. Planning/Env. Engineering or Master’s degree in Geo Informatics or Remote Sensing or Geographic Information System/Env. Managt./Geoengineering/Geography/Geophysics/Geology/Applied Geology or Other than those stated above or a Bachelor’s degree in technical subjects followed by specialized training in GIS/Remote Sensing/ Cartography (not less than 2 months duration) from an Univ./recognized institutions like NRSA, ISRO, IIRS & IIFM.
10.	Solid Waste Management Expert on intermittent basis <i>(for 3 months)</i>	Must be a QCI/NABET Accredited Category “A or B” Expert. or Environmental Engineering/Masters in Environmental Science/Masters in Environment Management with at least 5 years

No.	Key Professionals	Qualification along with Working Experience
	<i>months)</i>	experience of providing required inputs in preparation of EIA & EMP reports.
11.	Risk Assessment & Hazard (RH) Management Expert (<i>for 3 months</i>)	Must be a QCI/NABET Accredited Category “A or “B” Expert with M. Tech. in Chemical/Mechanical/Fire Engineering/Chemical Tech. or Master’s degree in Toxicology/Chemical Tech./ Industrial Safety/Chemistry or Post Graduate Diploma (at least 1 year or above) in Industrial Safety from a University/recognized Inst. after graduation in engineering/technical subjects or post graduation in a science subject with at least 5 years’ experience of providing required inputs in preparation of EIA & EMP reports.
12.	Hydrology, Ground Water & Water Conservation (HG) Expert (<i>for 3 months</i>)	Must be a QCI/NABET Accredited Category “A or “B” Expert with M. Tech. in Civil/Mining/Mechanical/Hydraulic Engg. or Master’s in Geology/Applied Geology/Geophysics/Hydrology/Surface Hydrology/Hydrogeology/Water Res. Managt. with at least 5 years’ experience of providing required inputs in preparation of EIA & EMP reports.

9. Time Schedule, Deliverables, Payment Terms & Conditions

9.1 The period of ‘Consultancy Services’ shall be **18 months** from the date of LOA with employer/IWAI.

9.2 The EIA Consulting Organizations will submit separate EIA-EMP & SIA Reports, application forms, online and other offline details or proposals in timely manner for obtaining mandatory statutory clearance along with incorporation of the comments and observations sought by the employer/IWAI and concerned statutory authorities.

9.3 In total, there are 5 prominent mandatory statutory clearances are to be required as per the project activities are as follows:

- (i) *CRZ Clearances from MoEF&CC after recommendation of SCZMA.*
- (ii) *NoC for consent to establish (CTE) to terminals from the respective SPCBs.*
- (iii) *Forest clearance from respective forest department or Regional Office of the MoEF&CC (if terminals or parking area exists in forest land).*
- (iv) *Wildlife clearance, if waterways passing within 10 km boundary of any protected area (National Park, Wildlife Sanctuary & Ecosensitive Zones etc).*
- (v) *Wetland Clearance due to establishment of terminals in Ramsar Sites or waterways passing through it.*

9.4 Out of above 5 prominent statutory works over 5 proposed National Waterways, the scope of services especially statutory requirement shall be varied for each schedule of work. If any waterways does not require any kind of clearance/NoCs/permission as per above assignments, the payment shall be deducted in order to 6% payment (clearance per NoC), 12% payment (2 clearances) and so on against the Sl. No. 5 for 30% payment respectively. If any other statutory clearances are to be required as

per the state Govt. Policy or any specific legislation, the 30% payment for statutory clearances shall be proportionately distributed for all statutory works.

9.5 The EIA Consulting Organizations shall hire the MoEF&CC approved agencies for CRZ mapping, dispersion modeling, and HTL/LTL demarcation etc as per the requirement of CRZ Notification, 2011 and its latest amendments after taking approval from IWAI. In this regard, EIA consultants shall coordinate and follow-up the work without any extra charges. The EIA consultants shall incorporate the finding of CRZ mapping, dispersal modeling and HTL/LTL demarcation etc. in their reports accordingly to fulfill the statutory requirements and EIA coordinator(s) shall give presentation whenever required for the projects.

9.6 The 'Terms & Conditions' of payment along with desired deliverables within stipulated time have been summarized below:

Details of Deliverables, Time Schedule and Payment 'Terms & Conditions'

Sl. No.	Description of Deliverables	No. of Copies		Time Schedule	Payment of Quoted Price
		Hard	Soft		
1.	Inception Report (IR)	3	1 CD	1 Month	10%
2.	A. Draft Application(s) for Obtaining Relevant Mandatory Statutory Clearances (CRZ, CTE, Forest, Wetland & Wildlife Clearances, if applicable as per scheduled work) to IWAI.	3	1 CD	2 Months	Nil
	B. Final Application(s) for Obtaining Relevant Mandatory Statutory Clearances (CRZ, CTE, Forest, Wetland & Wildlife Clearances to IWAI for uploading on portal.	3	1 CD	3 Months	
	C. Draft Presentation(s) for Obtaining Relevant Mandatory Statutory Clearances (CRZ, CTE, Forest, Wetland & Wildlife Clearances at SCZMA/SBWL/NBWL/MoEF&CC.	3	1CD	4 Months	
3.	Volume-I: Draft EIA-EMP	3	1CD	9 Months	30%
	Draft Stand-alone EMMP (EMP & EMoP) to IWAI for review.	3	1CD		
	Volume-II: Draft SIA Report	3	1 CD		
4.	Volume-I: Final EIA-EMP Report	5	1CD	12 Months	30%
	Volume-II: Final SIA Report	5	1 CD		
	A. Final Stand-alone EMMP (EMP & EMoP) to IWAI for inclusion in Contractor Bids.	5	1CD		
	B. Submission of all documents (EIA-EMP, CRZ Maps etc.) to SCZMA/SPCB/SBWL etc. for their	As per CRZ Notification, relevant Acts			

Sl. No.	Description of Deliverables	No. of Copies		Time Schedule	Payment of Quoted Price
		Hard	Soft		
	Recommendation/NoCs/Clearances.				
	C. Final Presentation(s) for Obtaining Relevant Mandatory Statutory Clearances (CRZ, CTE, Forest, Wetland & Wildlife Clearances at SCZMA/SBWL/NBWL/MoEF&CC	3 copies of each clearance			
5.	A. Submission of Status cum Follow-up Progress Reports	3 copies of each clearance		Fortnightly After above.	30%
	B. Overall Statutory Clearances (5 clearances @ 6% for each clearance work)	Original copies of all clearances		18 Months	
	Total			18 Months	100%

Note:

- (i) The time of above deliverables shall be considered from the date of the LOA.
- (ii) Specific “Go-ahead” approval from IWAI is required to proceed based on which the disbursement of payment shall be made, otherwise, further scope may be truncated and contract shall be closed at this stage.
- (iii) Estimated costs include site visit, primary (cost of baseline data generation) and secondary data collection, preparation of EIA-EMP & SIA Reports, submission of application to the concerned authorities and coordination fee for mandatory statutory clearances as per ToR.
- (iv) The cost of CRZ mapping and HTL/LTL demarcation (if required) shall be paid by IWAI but MoEF&CC agencies shall be hired by Consulting Organizations on behalf of IWAI. IWAI reserves the right to add/delete the scope of work relating to statutory clearances.
- (v) EMD and security deposits of consultants shall be liable to be forfeited if after submission of application for particular clearance, consultants are not able to procure the clearance subsequently by end of contract period.
- (vi) If additional copies are required at any stage to the project proponent (IWAI), the consultants will furnish the same without any extra cost.
- (vii) GST will be treated as per existing GST rules.
- (viii) After submission of reports, the same shall be accepted within 7 days if everything in reports is in lines of requirement defined in ToR. Otherwise, IWAI shall intimate about the deficiency for rectifications/modification of the reports and resubmission.

10. Technical Assistance

The EIA consultants shall provide all required technical assistance to IWAI for obtaining the necessary clearances from the respective Statutory Bodies and the meetings with the concerned officials in respective states and in Delhi. The EIA Consultants shall also arrange the material for presentation to the Authorities / Statutory Bodies on behalf of the employer/IWAI (whenever required for the projects).

11. Site Organization

The EIA Consulting Organizations shall depute well-qualified officers and team members having adequate experience in execution of similar works as indicated in

this Tender Document. If the progress of work is found unsatisfactory during the currency of the contract, Consultants or Bidders shall promptly mobilize additional personnel / resources for ensuring satisfactory progress and timely completion of the proposed studies and necessary clearances under the contract without extra cost and time to IWAI.

12. Obligations and Responsibility / Inputs by IWAI

- a) IWAI shall assist to the Consulting organizations to obtain all mandatory clearances and permissions for collection of secondary data from the respective Government Departments and Authorities. However, it shall be on the part of Bidders to get all these permissions. The Consultants have to pay all the necessary fees for collection of secondary data.
- b) IWAI shall furnish updated Feasibility Reports / Detailed Project Reports of the proposed projects to the successful bidders at the time of work execution only for taking reference but all reports (EIA-EMP & SIA) to be carried out as per latest MoEF&CC requirements and based on actual data.
- c) IWAI shall provide only the available details / data and balance shall be managed by the Consultant. Non-availability of the required inputs from IWAI, which is not essential for IWAI to be furnished, shall not be an excuse for improper preparation of reports /delay in preparation.
- d) Fee to be paid for Statutory Authorities for obtaining relevant clearances *etc.* will be borne by the employer/IWAI.

13. Mode of Payment

The payment to be done after acceptance of reports by IWAI committee. Not to be done on submission of reports either in draft or final forms. The complete invoices in all respects is to be raised by the EIA Consultant to 'The Hydrographic Chief, IWAI, A-13, Sector-1, Noida-201 301, who shall process the same after due verification and the payment shall be paid through RTGS/NEFT (Format for details/data to be furnished by the bidder is enclosed) within 30 (Thirty) Days from the date of receipt of the invoice at IWAI's Head Office at Noida.

14. Guidelines for Documentation, Presentation, Submissions & Communication

- 14.1** The Consultants should endeavor that all the reports, drawings, maps, documents, presentation material *etc.* are computerized, properly indexed and properly page numbered.
- 14.2** All documents should be editable or reproducible formats and should be clear, legible to read and neat in presentation.
- 14.3** If additional copies beyond the proposed numbers of copies are required by employer/IWAI or statutory bodies for review and clearances, the Consultants shall provide extra copies of the reports, maps *etc.* and no additional cost to be paid by employer/IWAI.
- 14.4** The Consultants shall carry out the environment impact study as per the latest rules, regulations, norms, amendments & guidelines *etc.* Whenever issued by the statutory bodies during currency of the contract shall be within the scope of services.
- 14.5** The Consultants shall provide the certification letter of the NABL/MoEF&CC approved Laboratory to the project proponent (IWAI) at inception stage, which shall be hired for generation of environmental baseline data. The baseline environmental data should be included in the draft and final EIA Reports.
- 14.6** The period, date and time of environmental baseline data generation should be clearly indicated in the report along with data sheet as Appendix with stamp of the firm/laboratory.
- 14.7** Authenticated English translation of all required material such as ‘Executive Summary’ *etc.* shall be provided in regional language (if required).
- 14.8** Only submission of application or proposals for required NoCs/Permission/Consents does not mean the grant of NoC for that particular assignment.
- 14.9** The Consultants shall be responsible for the correctness of the technical contents and data in the reports and shall submit addendum and revised reports, if called for to meet the requirements of the Statutory and Non-Statutory Bodies for obtaining project related NoCs/clearances/permissions/consents within the quoted prices.
- 14.10** The services like presentation, attending meetings, stakeholder consultation, public hearing and liasoning with relevant Statutory and Non-Statutory Bodies *etc.* shall be within the scope of services for obtaining the NoC/clearances/permissions/consents *etc.*

- 14.11** Except for the modifications and deviations that are specifically agreed by IWAI, the Consultants shall strictly perform the work and successfully complete the same in all respects as per the Terms and Conditions as stipulated in the Tender document.
- 14.12** The EIA Consulting Organizations shall depute the EIA coordinator(s) for all type of communication, correspondence for reply of queries sought by the IWAI and other statutory authorities. Authorized person doesn't change during meeting and for communication.
- 14.13** The Consultants shall arrange, secure and maintain insurance as may be necessary and for all such amount to protect his interest and the interest of the owner, against all risks for the subject assignments. The responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all times during the period of contracts shall be that of the selected Bidders alone. The selected Consultant's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance cover to be taken by the Consultants shall be in joint name of the owner and the Consultants. The Consultants shall, however, be authorized to deal directly with the insurance company and shall be responsible with regard to maintenance of all insurance cover. Any loss or damage to the equipments, during handling, transporting, testing shall be to the account of the Consultants. The Consultants shall be responsible for preferring all claims and make goods for the damage or loss by way of repairs and / or replacement of the portion of the works damaged or lost.

SECTION - VII: STANDARD FORMS OF CONTRACT

1. Conditions of Contract

1.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1.1.1 “Employer” means the Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301 and its successors who have invited the bids for consultancy services and with whom the selected Consultant signs the Contract for the Services and to whom the selected Consultant shall provide services as per the terms and conditions and ToR of the contract.

1.1.2 “Principal/Owner” refers to Inland Water Employer of India (IWAI)

1.1.3 “Consultant” means any entity or person or association of person who provides the Services to the Employer under the Contract.

1.1.4 “Contract/Agreement” means the Contract signed by the Parties and all the attached documents that is the Conditions of contract, the Annexure/Appendices and any modifications thereof subsequently agreed to in writing by both Parties. The terms "Agreement" or "Contract" or "Consultancy Agreement" are interchangeable.

1.1.5 “Instructions to Bidders” means the document which provides Bidders with information needed to prepare their technical and financial Bids.

1.1.6 “NIT” means the notice inviting e-tender that is being sent by the Employer to the bidders.

1.1.7 “TIA” means the Tender Inviting Authority

1.1.8 “Assignment/Job” means the work/services to be performed / provided by the Consultant pursuant to this Contract.

1.1.9 “GCC” means General Conditions of Contract.

1.1.10 “Accepted” means accepted in writing by the Employer including subsequent written confirmation on previous verbal acceptance, if any and Acceptance means acceptance in writing including as aforesaid.

1.1.11 “Applicable Laws” means the laws and any other instruments having the force of laws in India as they may be issued and in force from time to time.

- 1.1.12 “Approved”** means approved by the Employer in writing and Approval means approval by the Employer as aforesaid.
- 1.1.13** The word “tender” is synonymous with “bid”, and “Tenderer” with “Bidder”
- 1.1.14 “Employer’s Representative(s)”** means the Representative(s) appointed by the Employer.
- 1.1.15 “Bidder”** means a private company/public company/partnership constituted under the relevant laws and who applies for this Consultancy Tender.
- 1.1.16 “INR”, Re. or Rs.** means Indian Rupees.
- 1.1.17 “Key Personnel”** means professionals staff provided by the Consultant
- 1.1.18 “Party”** means the Employer or the Consultant, as the case may be, and Parties means both of them.
- 1.1.19 “Support Personnel”** means the staffs that support the Key Personnel.
- 1.1.20 “Third Party”** means any person or entity representing other than the Employer, the Consultant
- 1.1.21 “Bid”** means the Technical and Financial Bids as mentioned under this tender.
- 1.1.22 “Terms of Reference” (ToR)** means the document included as under Section V which explains the objectives, scope of work, activities, tasks to be performed, and expected results and deliverables of the Assignment/job.
- 1.1.23 “Contract sum”** means the agreed and accepted Consultancy Fee as per the Letter of Award (LOA) including taxes as applicable as per the prevailing rates at the time of LOA.
- 1.1.24 “Chairperson/Chairman”** means Chairperson/Chairman of Inland Waterways Employer of India.
- 1.1.25 “Hydrographic Chief”** means the Hydrographic Chief, IWAI deputed for the projects under Employer.
- 1.1.26 “Work Order”** means the Letter of Award issued by the IWAI conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.

1.1.27 “Day” means a calendar day beginning and ending at mid-night.

1.1.28 “Week” means seven consecutive calendar days

1.1.29 “Month” means the one Calendar month.

1.1.30 “Consultancy Services” means Consultancy Services/Works to be executed in accordance with the contract.

1.2 Marginal Headings:

The marginal headings or notes of each of the clauses in these conditions shall not be deemed as a part thereof or to be taken into consideration in the interpretation or construction thereof or of the contract.

1.3 Interpretation

- a) In interpreting these conditions of contract, singular also means plural, male also means female or neuter and the other way around, Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined.
- b) The documents forming the contract shall be interpreted in the following order of priority.
 - i. Agreement
 - ii. Letter of Acceptance, Notice to proceed with the work.
 - iii. Consultant’s Bid.
 - iv. Conditions of Contract.
 - v. Activity schedule: and
 - vi. Any other document listed in the contract data as forming part of the contract
- c) These regulations for tenders and contracts shall be read in conjunction with the conditions of the contract which are referred to herein and shall be subject to modifications, additions, suppression by special conditions of the contract and/or special specifications if any annexed to the tender form.
- d) **PARTIES:**
 - i. The parties to the contract are the Consultant and the employer.
 - ii. **REPRESENTATIVES OF THE CONSULTANT SIGNING THE CONTRACT ON BEHALF OF THE CONSULTANT:**

A person signing the tender or any other document in respect of the contract on behalf of the Consultant shall produce authorization letter from the Consultant who has been short listed for the award of contract. If it is discovered at any time that the person so signing had no consent of the Consultant to do so, the Chairperson on behalf of Employer may, without prejudice to any other right or remedy of The Employer, cancel/terminate the contract.

iii. ADDRESS OF THE CONSULTANT AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE EMPLOYER

For all purposes of the contract including arbitration there under, the address of the Consultant mentioned in tender shall be the address to which all communication addressed to the Consultant shall be sent, unless the Consultant has notified a change by a separate letter containing no other communication and sent by registered post due to,

The Hydrographic Chief,

Inland Waterways Authority of India

A - 13, Sector – 1, Noida - 201301

Tel: (0120) 2527667, 2522969 Fax (0120) 2522969

Website: www.iwai.nic.in

The Consultant shall be solely responsible for the consequence of an omission to notify a change of address in the matter aforesaid.

Any communication or notice on behalf of The Employer, in relation to the contract may be issued to the Consultant by The Employer, and such communications and notices may be served on the Consultant either by fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of The Employer.

e) POWER OF THE CHAIRPERSON:

For all purposes of the contract including arbitration proceeding there under the Chairperson on behalf IWAI shall be entitled to exercise all the rights and powers of The Employer.

1.4 CONDITIONS OF CONTRACT SHALL ALSO INCLUDE:

The Consultant shall carry out the consultancy services in accordance with accepted bid and tender conditions mentioned hereunder:

- i) Consultants are advised to understand & appraise themselves the scope, nature of the work involved, if any, requirement of experienced personnel, liasoning for delivering the desired result.
- ii) The successful EIA Consultants will have to execute an agreement with IWAI on INR 100/- stamp paper (non-judicial) within 28 days from the date of issue of LOA. Format of agreement is placed at Annexure-II. The conditions of the agreement shall be binding on the Consultants.
- iii) The acceptance of tender shall rest with the IWAI. The IWAI reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iv) The right to award, spilt up work and to reject the offer without assigning any reason is reserved with the Employer.
- v) Any breach of conditions of contract shall be brought to the notice of the Consultants and he shall be given an opportunity to explain the fact, but the IWAI has right to withdraw in full or part of the work of the Consultant. In such event, payment shall be made in proportion to the extent of service rendered by the Consultant till such time.
- vi) The Consultants shall insure all their personnel working on this project and keep IWAI indemnified of all liabilities, loss, etc.
- vii) The rate quoted by the Consultants will remain valid for 120 days from the date of the opening of the Technical Bids.
- xi) Suitable extension of consultancy period may be granted by IWAI only for valid reasons eligible for consideration. The Consultants shall make request for the same in writing in advance indicating the reasons and period of extension desired.
- xii) The Consultants shall not change nature and level of technical experts as well as other staff indicated in the Bids.
- xiii) The Consultants shall be fully responsible for the correctness and accuracy of all the data, analysis, facts and documents etc.

- xiv) The Consultants shall observe all care & diligence in the drafting the Act existing into consideration the similar Act of developed countries, prevailing condition/status of IWT sector in the country, the technological development in this sector as on date & future as well as the suggestion, views and comments obtained from the stake holders in this sector.
- xv) The Consultants shall not without the prior written approval of the Employer, concede, transfer or sublet partially or fully the right and obligation under this contract or any part thereof to the third parties otherwise the Employer shall have right to terminate this contract without assigning any reasons except for notifying the Consultant of such termination in writing. The Consultant in such case shall have no right to claim for compensation for any harm due to this termination. However, the Consultant shall still remain responsible in case the Employer approves to his conceding, transferring or subletting to the third parties fully, individually and jointly with the parties to whom the work has been conceded, transferred or sublet.
- xvi) The Consultants shall make their own arrangements for the transport, accommodation, TA/DA of their personnel assigned to this consultancy work, visiting IWAI offices/offices of the classification society, statutory Authorities, stakeholders including State / Central Govt. Departments as may be required in connection with this consultancy work, attending discussions/meeting/presentations etc. with concerned authorities.
- xvii) Consultancy fees quoted for the work would deem to have included all the incidental costs including cost of all the drawings, designs, reports, schemes, documents, workshops, public meetings etc. which would be required to be prepared by the Consultants during the course of the assignments.
- xviii) In the event of Consultant's firm closing its business, IWAI shall have the right to employ any other agency to complete the work at the risk and cost of the Consultants. The payment shall be made to Consultant up to the stage of services then completed. In this regard, decision of Chairperson, IWAI shall be final and binding on the Consultant.

2. Commencement, Completion, Extension, Modification and Termination of Contracts

2.1 Commencement & Completion of Contract: The EIA Consultants shall begin carrying out the services from the date of issuance of LOA (letter of award). The Consultants shall carry out the works in all respect as per the ToR to the entire satisfaction of the employer for a period of 2 months.

2.2 Extension/Reduction of Contract Period:

No extension of the period of consultancy is envisaged under this contract. However, if there are genuine reasons which could not have been foreseen by an experienced Consultant on account of which time schedule agreed to between the parties may not be adhered to, the Consultant shall inform the employer in writing of such anticipated delay along with reasons and request for extension of time. However, it is at sole discretion of the Employer to grant such extension of time to the Consultant and for a period as the employer finds most feasible and in best interest of the project.

2.3 Modifications or variations:

Any modification or variations of the terms and conditions of this contract, including any modification or variation of the scope of the services, may only be made by written mutual agreement between the parties. However, any such variation shall not result in a change in the agreed total consultancy fee or substantial changes to the TOR.

2.4 Force Majeure

2.4.1 Definition

- a. For the purposes of this contract, Force Majeure means an exceptional event or circumstances which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes party's a performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, tsunami, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such party invoking force majeure to prevent), confiscation or any other action by government agencies.
- b. Force majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or by or of such party's Sub-Consultants or

agents or employees, not (ii) any event which a diligent party could reasonably have been excepted both to take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.

2.4.2 Measures to be taken:

- a. A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of force majeure
- b. A party affected by an event of force majeure shall notify the other Party of such event as soon as possible and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period, within which a party shall, pursuant to this contract, complete any test shall be extended for a period equal to the time during which such party was unable to perform such action as a result of force majeure.
- d. During the period of their inability to perform the services as a result of an event of force majeure, the Consultant, upon instructions by the Employer shall either:
 - i. Demobilize
 - ii. Continue with the services to the extent possible
- e. In the case of disagreement between the parties as to the existence or extent of force majeure, the matter shall be settled according to clause on dispute resolution/arbitration.

2.5 Suspension:

The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultants hereunder if the Consultant fails to perform any of its obligations under this contract, including the carrying out of the assignment, provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.6 Termination

2.6.1 By the “Employer”: The Employer may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this clause.

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- b) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- c) If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing this contract.
- d) If the Consultant submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- e) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the employer.
- f) If, 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 sixty (60) days.
- g) If the “Employer”, in its sole discretion and for any reason whatsoever, decided to terminate this contract including reduction of the scope and short closure of the contract.

2.6.1.1 In such an occurrence the Employer shall give a not less than thirty (30) days written notice of termination to the Consultants.

2.6.2 By the Consultant(s): The Consultant may terminate this contract, by not less than thirty (30) days written notice “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (c) of this clause.

- a) If the employer fails to pay money due to the Consultant pursuant to this contract and not subject to dispute within forty-five 45 days after receiving written notice from the Consultant that such payment is overdue.
- b) If, 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 sixty (60) days.
- c) If the employer fails to comply with any final decision reached as a result of arbitration.

2.6.3 Cessation of Services: Upon termination of this contract by notice pursuant to **Clause-2.6** of conditions of contract hereof, the Consultant shall immediately upon

dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.6.4 Payment upon Termination: Upon termination of this contract pursuant to clauses 2.6.1 hereof, the Employer shall make the following payments to the Consultant:

- a) If the contract is terminated pursuant to clause 2.6.1, sub clauses (a) to (e), consultancy fee for services satisfactorily performed prior to the effective date of termination, less:
 - i. The amount of performance security:
 - ii. Advance payments, if any, received by the Consultants up to the date of the issue of the termination notice less other recoveries due in terms of the contract, less taxes due to be deducted at source in accordance with applicable law and
However, if the contract is terminated under sub-clause (g) 2.6.1 at the sole discretion of the employer, the amount payable to the Consultant shall be for services satisfactorily performed prior to the effective date of termination, less advance payments, of any, received by the Consultant up to date of the issue of the termination notice, less other recoveries due in terms of the contract, less taxes to be deducted at source in accordance with applicable law. The agreed stages of payment at Clause-6 shall be guiding factors for deciding the completion stage of the assignment.
- b) If the termination takes place due to lack of performance / negligence in the part of the Consultant, IWAI shall have reasonable authority to get the works completed on risks & costs of the terminated Consultancy agency through engagement of third party.

2.6.5 Disputes about events of termination: If either party disputes whether an event specified in paragraphs (a) to (g) of clause 2.6.1 hereof has occurred such party may within forty-five (45) days after receipt of notice of termination from the other party, refer the matter for dispute resolution.

2.6.6 Determination of Contract:

The contract will be determined through integrity agreement which form part of the contract and will be signed by both the parties.

3. Obligations of the Consultant(s)

3.1 General

3.1.1 Standard of performance: The Consultant shall perform the services and carry out their obligation hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate technology and safe effective methods. The Consultant shall always act, in respect of any matter relating to this contract or to the assignment as faithful adviser to the Employer and shall at all times support and safeguard the Employers legitimate interested in any dealings with Sub-Consultants or Third Parties.

3.2 Conflict of Interests: The Consultant shall hold the Employers interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. The Consultant shall not engage and shall cause their personnel as well as their sub-Consultants and their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract. If during the period of this contract, a conflict of interest arises for any reason, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.3 Confidentiality: Except with the prior written consent of the Employer the Consultant and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of the services.

3.4 Insurance to be taken out by the Consultant(s): The Consultants shall take out and maintain adequate insurance at its own cost against various risks inducing risk of life in respect of its personnel deployed for the assignment and shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. In addition, the Consultant shall also submit Professional Indemnity Insurance for the sum assured of Contract Value purchased from a registered Insurance Company in India and the copy of the same shall be provided before signing of the Agreement.

3.5 Reporting Requirements: The Consultants shall submit to the Employer progress report of its activity as on 1st of every month starting from the commencement of the

assignment duly indicating the (i) Activities carried out during the report period (ii) A brief of the progress/stage achieved with reference to the ToR (iii) Places visited and officials contacted and (iii) Problems, if any affecting the progress. All reports shall be delivered in soft copy also in addition to the hard copies. Besides, the Consultants are to submit various reports as mentioned.

The Consultants are required to make a presentation at appropriate place (to be decided from time to time) on their Monthly progress reports, Draft Final Report and Final Report at the time of submission of these reports as specified.

3.6 Consultant's Actions Requiring Employers Prior Approval: The Consultant shall obtain the Engineer-in-Charge (EIC) prior approval in writing before making any change or addition to the personnel listed in their Bid.

3.7 Documents prepared by the Consultant to be the property of the Employer: All plans, drawings, specification, design, reports, other documents and software made available to the Consultant/prepared by the him under this contract shall become and remain the property of the Employer, contract, deliver shall not later than upon termination or expiration of this inventory thereof. The Consultant may retain a copy of such documents with approval of Employer and shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such requested. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Employers prior written approval to such agreements and the employer shall be entitled at its discretion to require recovering the expenses related to the development of the program (s) concerned.

4. Security Deposits and Performance Guarantee

4.1 For All Bidders except MSME registered Firms

4.1.1 The successful bidders' EMDs will be converted in to security deposits (SDs) and the successful bidders have to remit balance amount of Security Deposit (i.e. Total 5% Security Deposits deducting EMD submitted with technical bid) in IWAI Fund through RTGS as per the details mentioned in **Clause-6.1.1 of Section-II: ITB**. Bank guarantee will not be accepted as security deposit. The bidder shall also deposit an amount equal to 5% of the awarded value of the work as performance guarantee (PG) in the form irrevocable bank guarantee from nationalized/schedule bank in India with

validity of 120 days beyond the contract period. This Security deposit and performance bank guarantee shall be submitted within 21 days after the issuance of LOA.

4.1.2 For MSME Registered Firms

Such Bidder, in case the work is awarded to it, has to submit Security Deposit of 5% of the contract value in IWAI Fund through RTGS as per the details mentioned in **Clause-6.1.1 of ITB** and also has to submit 5% of the contract value as performance guarantee in the form of irrevocable bank guarantee from Nationalized/Scheduled Bank in India.

4.2 The total security deposits and performance guarantee shall remain with IWAI till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the employer is satisfied that there is no demand outstanding against the Consultant.

4.3 No interest will be paid on 'Security Deposits' (SDs).

4.4 If the Consultants neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer to forfeit either in whole or in part, the security deposits furnished by the Consultants. However, if the Consultants duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the security deposits to the Consultants after deduction of cost and expenses that the Employer may have incurred and other money including all losses and damages which the Employer is entitled to recover from the Consultants.

4.5 In case of delay in the progress of work, the employer shall issue to the Consultant a memo in writing pointing out the delay in progress and calling upon the Consultant to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the employer is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the Consultant.

4.6 All compensation or other sums of money payable by the Consultant under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to

the Consultant by the Employer on any account whatsoever. Also in the event of the Consultant's security deposit being reduced by reasons of such deductions or sale, as aforesaid the Consultant shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

5. Payment Terms

- (a) No advance payment shall be made:
- (b) Payment terms & conditions have been stipulated in **Section-VI: ToR**, of the tender document.
- (c) After submission of report, the same shall be accepted within 7 days if everything in report is found complying to TOR. Otherwise, IWAI shall intimate about the deficiency for rectifications and modification. Only submission of report is not eligibility for payment release.

5.1 Mode of Payment

Invoices complete in all respects is to be raised by the Consultant to 'Hydrographic Chief, IWAI, A-13, Sector-1, Noida - 201301' who shall process the same after due verification and the payment shall be paid through RTGS/NEFT within 30 (Thirty) Days from the date of receipt of the invoice at IWAI's Head Office at Noida.

6. Liquidated Damage

Since the scope of work is basically in 2 stages, the LD will be levied on each stage payment as under:

Stage I- up to completion of Acceptable Draft EIA/EMP- 1% per week of delay for Stage-I value subject to a maximum of 10% of the total Contract Value.

Stage-II- For next If consultant fails to complete each milestone within the period specified in Clause- 9.6 of Section-VI: TOR, the consultant shall pay to the IWAI liquidated damages @1% per week of Stage-II value for each week of delay and aggregate maximum of liquidated damage payable to the IWAI under this clause shall be subject to a maximum of 10% of the total contract value.

7. Arbitration

In the event of any dispute or difference covering, relating to or arising out of this agreement, the parties shall do their utmost to settle it in fair and amicable manner in a spirit of mutual cooperation and any dispute or difference not settled within thirty

days, shall be referred to the sole arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 2015 together with any statutory modifications or re-enactment thereof. The venue of the arbitration shall be Noida. In view of the arbitration proceedings, the work under the agreement should not be suspended.

8. Laws Governing the Contracts

- i. The laws of India shall govern this contract.
- ii. Irrespective of the place of works, the place of performance or place of the payment under the contract, the contract shall be deemed to have been made at the place from which the letter of acceptance has been issued.
- iii. Courts in Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of contract, but not settled through the dispute resolution provision in the contract.

9. Professional Liability

9.1 Except in gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the services, the Consultants, with respect to damage caused by the Consultants to client's property shall not be liable to client:

9.1.1 For any indirect or consequential loss or damage; and

9.1.2 For any direct loss or damage equal to the total payments for professional fees and reimbursable expenditure made or expected to be made to the Consultants hereunder.

9.2 This limitation of liability shall not affect the Consultants' liability, if any, for damage to third parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the services.

10. Miscellaneous Provisions

- i. The Consultants notifies the employer of any material change in their status, in particular, where such change would impact or performance of obligations under this contract.
- ii. The Consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment.

- iii. The Consultants shall at all-time indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this project.
- iv. The Consultants shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- v. The Consultants shall at all times indemnify and keep indemnified the employer against and all claims by employees, workman, Consultants, sub-Consultants, suppliers, agent (s), employer engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- vi. All claims regarding indemnity shall survive the termination or expiry of the contract.
- vii. It is acknowledged and agreed by the parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or their Employer.

10.1 When the Contract can be Determined

- viii. Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
- ix. If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

- x. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- xi. If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- xii. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- xiii. If the contractor shall offer or give or agree to give to any person in IWAI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of contract.
- xiv. If the contractor shall enter into a contract with IWAI in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- xv. If the contractor shall obtain a contract with IWAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.
- xvi. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make

any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being enforce for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- xvii. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- xviii. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xix. If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.
- xx. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the IWAI with the approval of the competent authority mentioned in schedule 'B' shall have powers:
- xxi. (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IWAI.

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

- xxii. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

SECTION - VIII: ANNEXES

**To be signed by the Bidders' and the same is to be signed by Authorized Signatory /
Competent Employer on behalf of IWAI.**

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 2018

BETWEEN

Chairperson, Inland Waterways Authority of India represented through the Hydrographic Chief, Inland Waterways Authority of India, A - 13, Sector-1, Noida.

IWAI, (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

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

through(Hereinafter referred to as the

(Details of duly authorized signatory)

"Bidder/Consultant" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble:

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **"Consultancy Services for Environmental and Social Impact Assessment (EIA-EMP & SIA) Studies in 5 National Waterways (NW-10, NW-73, NW-85, NW-97 & NW-100) in the States of Gujarat, Maharashtra & West Bengal"**.

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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Employer shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Consultant(s)

1. It is required that each Bidder/Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/Consultant(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of

- competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Consultant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Consultant(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

1. If the Bidder(s)/Consultant(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days' notice to the consultant shall have powers to disqualify the Bidder(s)/Consultant(s) from the tender process or terminate/determine the Contract, if

- already executed or exclude the Bidder/Consultant from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Consultant.
 3. Criminal Liability: If the Employer obtains knowledge of conduct of a bidder or Consultant, or of an employee or a representative or an associate of a bidder or Consultant which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

Article 5: Equal Treatment of all Bidders/Consultants

- 1) The Bidders/Consultants shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
- 2) The Employer will enter into Pacts on identical terms as this one with all Bidders and Consultants.
- 3) The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Consultants after completion of work under the contract.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Employer.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by The Employer/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

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

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

.....

(For and on behalf of Employer)

.....

(For and on behalf of Bidder / Consultant)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place :

Date :

ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To,

The Chairperson,

Inland Waterways Authority of India

(Ministry of Shipping, Govt. of India)

A-13, Sector-1, Noida (U.P.) Pin- 201301

In consideration of the (hereinafter called “**Employer**”) having to enter into an Agreement with M/s (hereinafter called the “**Consultant**”) as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for “**Consultancy Services for Environmental and Social Impact Assessment (EIA-EMP & SIA) Studies in 5 National Waterways (NW-10, NW-73, NW-86, NW-97 & NW-100) in the States of Gujarat, Maharashtra & West Bengal**” on production of Performance security in the form of Bank Guarantee for INR (Rupees.....only), at the request of **Consultant**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (Rupees-----only) against any default or failure on the part of Consultant to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Consultant’s** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Consultants** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be

valid discharge of our liability for payment there under and the **Consultants** shall have no claim against us for making such payment.

3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(**Bank**) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Consultants** and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.
4. We (**Bank**) further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Consultant** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Consultant** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Consultant** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Consultant** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Consultant** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Consultant** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR..... (Rupees..... only) and shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Consultant**.
8. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of 2018
for
(Indicate the name of bank)

Signature.....
Name of the Officer
.....
(In Block Capitals)
Designation

Code No.
Name of the bank and Branch
(SEAL)

ANNEX - II: AGREEMENT FORM

“Consultancy Services for Environmental and Social Impact Assessment (EIA-EMP & SIA) Studies in 5 National Waterways (NW-10, NW-73, NW-85, NW-97 & NW-100) in the States of Gujarat, Maharashtra & West Bengal”.

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

CONSULTING FIRM(S)

This agreement made on this.....day of.....Two thousand eighteen between Inland Waterways Authority of India, A – 13, Sector – 1, Noida - 201 301, U.P. (hereinafter called the “IWAI” which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part and M/s.....having its office at(hereinafter called “ Consultant “which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office) on the other part.

WHEREAS IWAI is desirous of giving ““**Consultancy Services for Environmental and Social Impact Assessment (EIA-EMP & SIA) Studies in 5 National Waterways (NW-10, NW-73, NW-85, NW-97 & NW-100) in the States of Gujarat, Maharashtra & West Bengal**” as per the work Order No.datedin accordance to the ToR conduits of the agreement attachment hereto all of with form part if the agreement.

WHEREAS THE CONSULTING FIRM has agreed to undertake the “**Consultancy Services for Environmental and Social Impact Assessment (EIA-EMP & SIA) Studies in 5 National Waterways (NW-10, NW-73, NW-85, NW-97 & NW-100) in the States of Gujarat, Maharashtra & West Bengal**” on Terms and Conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed, declared by and between the parties hereto as follows:

The Consultant shall undertake the **““Consultancy Services for Environmental and Social Impact Assessment (EIA-EMP & SIA) Studies in 5 National Waterways (NW-10, NW-73, NW-85, NW-97 & NW-100) in the States of Gujarat, Maharashtra & West Bengal”** as per the work Order No.datedin accordance to the ToR of the agreement attachment hereto all of which form part of the agreement.

The following documents shall be deemed to form and to be read and construed as part of the agreement i.e.

- a) Notice inviting Tender
- b) Form of Tender
- c) Condition of contract
- d) Schedule of the price bid
- e) Agreement form
- f) Technical Bid No. with Date.
- g) Addendums/Corrigendum's
- h) Minutes of Pre-bid Meeting
- i) All Correspondence
- j)
- k)
- l)
- m)

In WITNESS whereof the IWAI has caused Shrion their behalf to hereunto set his hand and the Consultant has caused Shri on their behalf to hereunto set his hand and the firm has caused its common seal to be affixed hereunto the day and year first above written.

Witnesses, IWAI

- 1)
- 2)

And this deed was duly executed by Shri.....for the Consultant above named in the presence of

Witnesses of Consultant

- 1)
- 2)

ANNEX -III: DETAILS OF BANK ACCOUNT
FOR RELEASE OF PAYMENT THROUGH
ELECTRONIC FUND TRANSFER SYSTEM
(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)

NAME OF THE PROJECT:_____

We _____(Name of the Bidder) hereby request you to give our payments by crediting our bank account directly by E-payment mode as per account details given below. We hereby undertake to intimate IWAI in case of any change in particulars given below and will not hold IWAI responsible for any delay / default due to any technical reasons beyond IWAI's control:-

Bank Account Number : _____

RTGS/NEFT/IFSC CODE : _____

NAME OF THE BANK : _____

ADDRESS OF THE BRANCH : _____

OF THE BANK

BRANCH CODE : _____

ACCOUNT TYPE

(SAVING/CURRENT/OTHERS) : _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HERewith.

IWAI hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold IWAI responsible.

Signature of Authorized Signatory

Name & Designation

Date:

Place

ANNEX-IV: BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a Bank Account No.
with our branch and the bank particulars mentioned above are correct.

Signatory

Date:

No._____

Name:_____

Authorized

Authorization

Official Seal/Stamp

ANNEX-V: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

Date:/...../.....

The Hydrographic Chief
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, Sector – 1, Noida - 201 301,
District: - Gautam Budh Nagar (U.P.)

Subject : Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender/Work: - “Consultancy Services for Environmental and Social Impact Assessment (EIA-EMP & SIA) Studies in 5 National Waterways (NW-10, NW-73, NW-85, NW-97 & NW-100) in the States of Gujarat, Maharashtra & West Bengal”

Dear Sir,

1. I / We have downloaded /obtained the Tender document(s) for the above mentioned ‘Tender/Work’ from the website(s) namely: <http://www.iwai.nic.in> OR <https://eprocure.gov.in/eprocure/appas> per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting(if any) and/ or corrigendum(s)(if any) issued from time to time by your department/organization for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document(s)/minutes of the Pre-bid Meeting (if any)/corrigendum(s) (if any) in its totality / entirety.
5. In case any provisions of this Tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully
(Signature of the Bidder, with Official Seal)

ANNEX-VI: FORM OF BANK GUARANTEE FOR EMD

To,

Date:/...../.....

The Hydrographic Chief,
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, Sector – 1, Noida - 201 301,
District: - Gautam Budh Nagar (U.P.)

WHEREAS _____ (Name of Tenderer) (hereinafter called the Tenderers) wishes to submit his tender for work of _____ in the state/s of _____ herein called “the Tender” KNOW ALL PEOPLE by these present that we _____ (Name of Bank) of _____ (Name of country) having our registered office at (_____) (hereinafter called the “Bank”) are bound unto the Inland Waterways Authority of India (hereinafter called the “Employer”) in the sum of the INR _____ (Rupees _____) for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day _____ of 2018 and undertake to pay the amount of _____ INR _____ to the Employer upon receipt of this written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender, **OR**

If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

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

This guarantee will remain in force upto and including the date 120 days beyond the validity of the bid as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date of expiry of this guarantee.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

NAME AND DESIGNATION

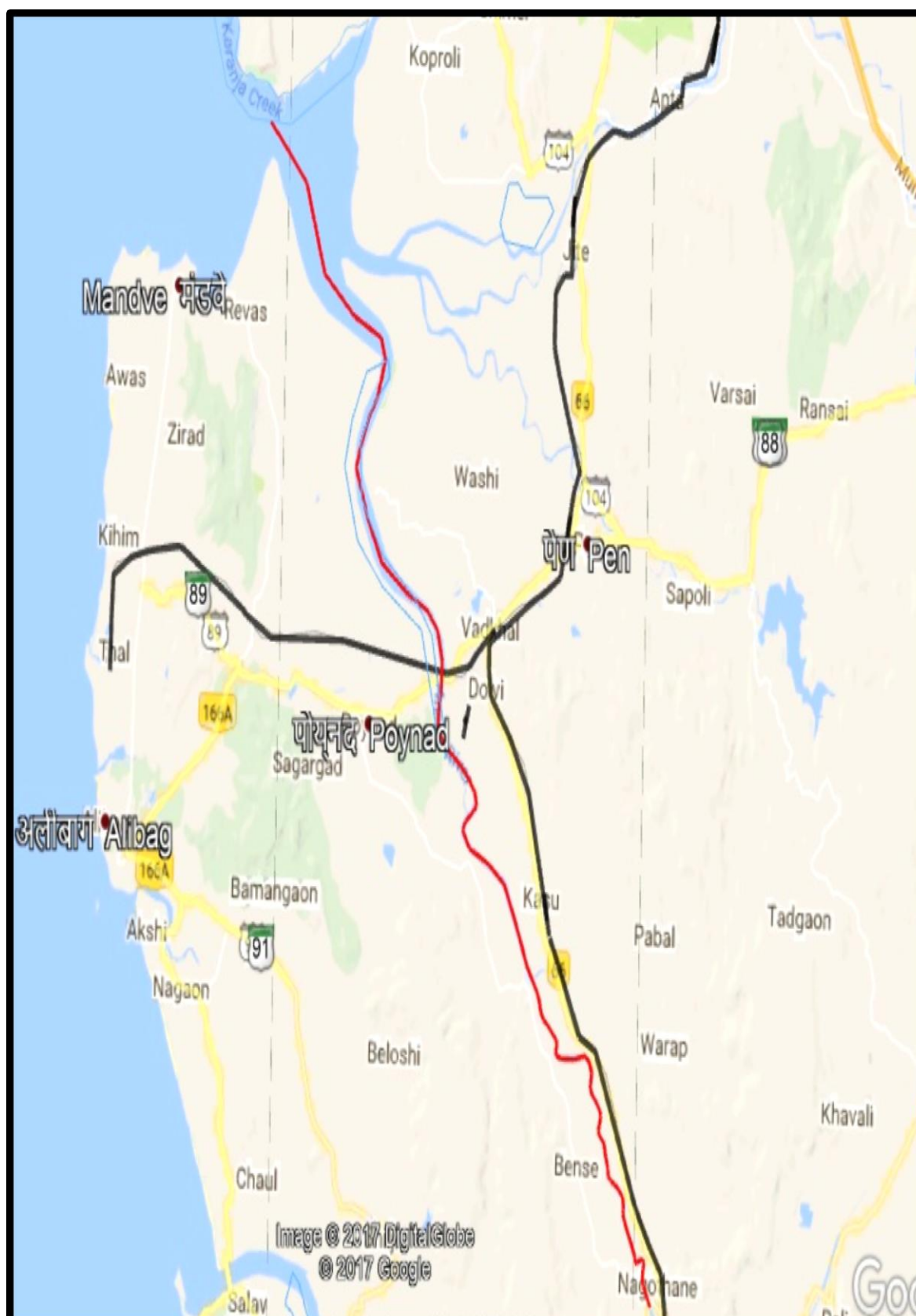
SEAL OF THE BANK

SIGNATURE OF THE WITNESS

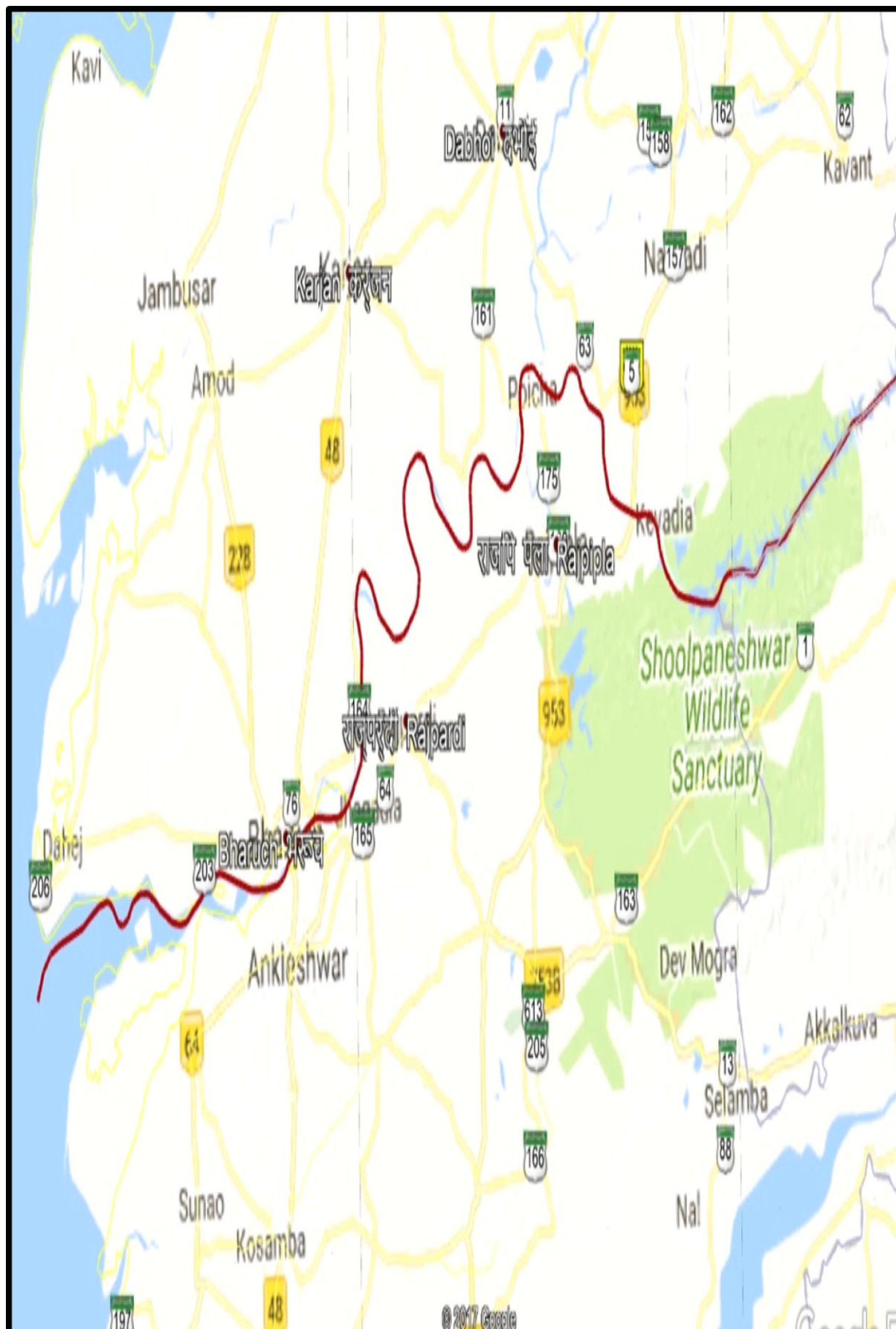
NAME OF THE WITNESS

ADDRESS OF THE WITNESS

ANNEXURE-VII: INDICATIVE MAPS OF THE STUDY AREAS



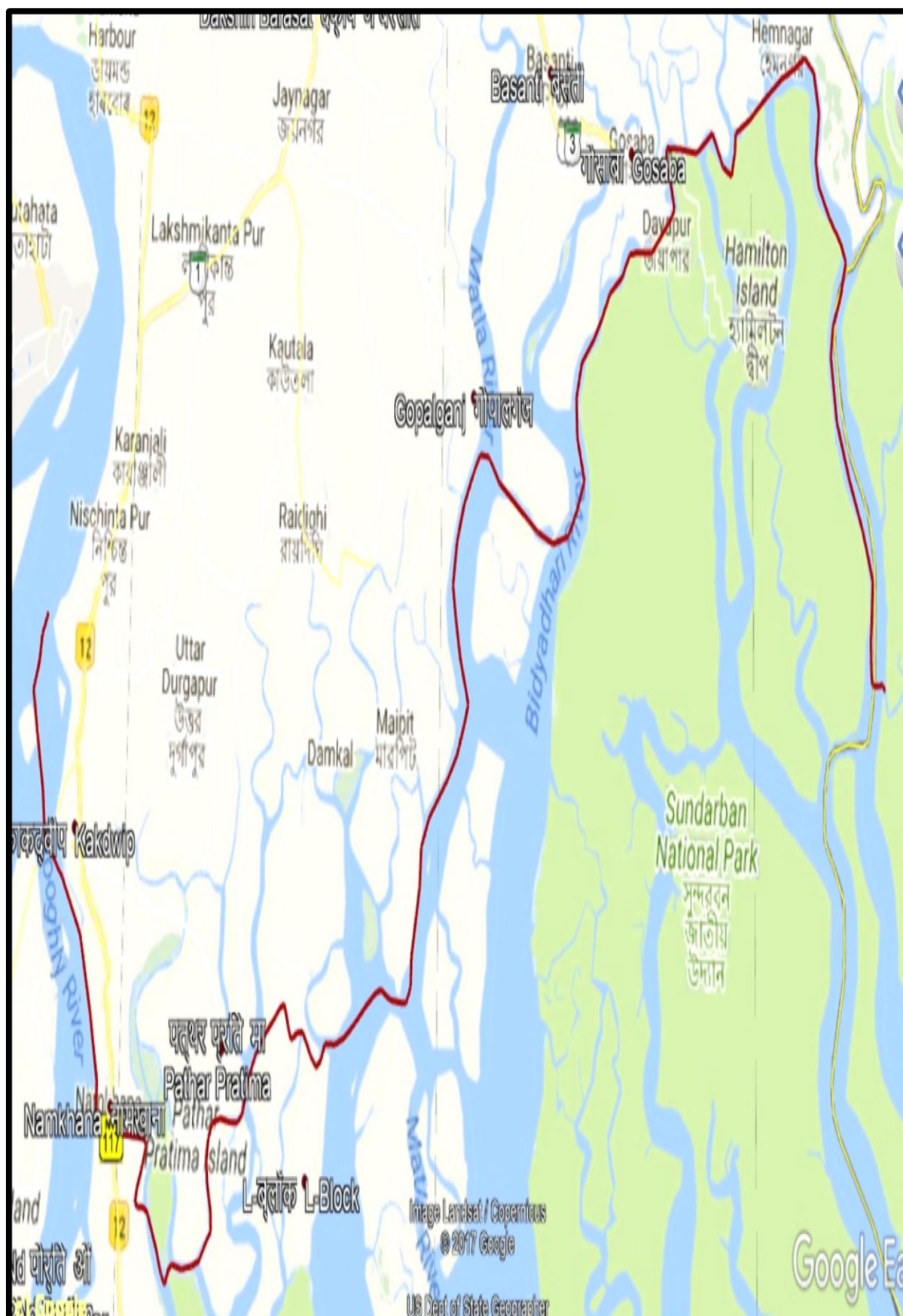
1. Indicative Map of the Amba River (NW-10)



2. Indicative Map of the Narmada River (NW-73)



3. Indicative Map of the Revadanda Creek-Kundalika River (NW-85)



**4. Indicative Map of the Sunderbans Waterway
(Indo-Bangladesh Procol Route: NW-97)**



5. Indicative Map of the Tapi River (NW-100)