



INLAND WATERWAYS AUTHORITY OF INDIA

Ministry of Shipping, (Government of India)

A - 13, Sector - 1, NOIDA, Gautam Buddha Nagar, U.P. - 201301

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TENDER

for

“CONSULTANCY SERVICES FOR ENVIRONMENTAL IMPACT ASSESSMENT (EIA) – ENVIRONMENTAL MANAGEMENT PLAN (EMP) ALONG WITH OBTAINING MANDATORY STATUTORY CLEARANCES (EC, CRZ *etc.*) FOR DEVELOPING THE STRETCH OF MAHANADI RIVER (NW-5) FROM “IFFCO BAGGING PLANT AT MUSADIA TO MAHANADI RIVER SEA MOUTH IN THE STATE OF ODISHA”

**Tender No.
IWAI/NW-5/79/2017-2018**

September, 2017

DISCLAIMER

1. This RFP 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 RFP is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this RFP.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for IWAI to consider particular needs of each party who reads or uses this RFP document. This RFP 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 RFP document and obtains independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Consultancy Company/ Firm/Consortium 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 RFP document, any matter deemed to form part of this RFP 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 Assignment. 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 RFP.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this RFP does not imply that IWAI is bound to select an applicant or to appoint the Successful Applicant, 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 RFP 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 RFP 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 RFP document. Such revisions to the RFP / amended RFP 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, Government of India)

A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. -201301

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

Email: vk.kureel@iwai.gov.in and hashin@iwai.gov.in

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

File No.: IWAI/NW-5/79/2017-18

NOTICE INVITING E-TENDER

1. Introduction

Inland Waterways Authority of India (IWAI) invites online Tenders/Bids from the **QCI/NABET accredited 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 Impact Assessment (EIA)-Environmental Management Plan (EMP) along with Obtaining Mandatory Statutory Clearances (EC, CRZ etc) for developing the stretch of Mahanadi River (NW-5) from “IFFCO Bagging Plant at Musadia to Mahanadi River Sea Mouth in the state of Odisha”**”

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 Rs. 5000/- (Rupees Five Thousand only) as the cost of Bid document deposited to IWAI fund.

A. Document Download Start Date	25-09-2017
B. Pre-Bid Meeting	06-10-2017 at 15:30 hrs.
C. Bid Submission Last Date	26-10-2017 upto 15:00 hrs
D. Bid Opening Date	27-10-2017 at 15:30 hrs
E. Cost of Tender Document	Rs. 5000/-
F. EMD	Rs. 37,532/-
G. Estimated cost of the work	Rs. 18.766 Lakhs

3. Brief Scope of the Work

In brief, IWAI intends to develop about 8 km stretch from “IFFCO Bagging Plant to Mahanadi Sea mouth of the National Waterway-5 in the state of Odisha”. The brief information about this small stretch of NW-5 along with the scope of work has been summarized below.

Name of the River	Length	Scope of Work
Mahanadi River (NW-5)	About 8 Km stretch of the NW-5	(A) <u>Studied to be Conducted (As per EIA & CRZ Notifications):</u> <ul style="list-style-type: none">Reconnaissance survey for collection of primary and secondary data from various sources.Detailed EIA-EMP studies for developmental interventions as per EIA Notification, 2006 and its subsequent amendments.Institutional and implementation arrangements.

Name of the River	Length	Scope of Work
		<ul style="list-style-type: none"> • One time generation of baseline environmental data at pre-construction stage (except monsoon season). • Stakeholder Consultation and Public Hearing (if required). • Risk assessment & preparation of DMP&EMP. • Incorporation of reports and maps in EIA-EMP document prepared for HTL/LTL demarcation/dispersion modelling as per CRZ notification and as per recommendation of the EAC (MoEF&CC). • To prepare a consolidated Stand alone EMMP (EMP & EMoP) for inclusion in contractor bid document. • To prepare environmental budget for EMMP implementation. <p>(B) <u>Mandatory Clearances to be obtained</u> <u>(As per Environment & CRZ Notifications)</u></p> <ul style="list-style-type: none"> • CRZ Clearance from SCZMA/MoEF&CC. • Environment Clearance (EC) from MoEF&CC (if required). • Obtain other relevant permits/NoCs/consents with the SPCB/Revenue and Directorate of Mining & Geology <i>etc</i> for establishment of floating terminals, river dredging, bank protection and navigation aids.

Note: Please refer to Annexure – VI: Index Map of the Study Area.

4. Method of Selection

Bidder will be selected under Quality Cum Cost Based Selection (QCBS) and procedures described in this RFP.

5. Clarifications

Clarification/Query if any on the RFP shall be obtained from the following address:

**The Chief Engineer - III,
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: vk.kureel@iwai.gov.in and hashin@iwai.gov.in
Website: <http://www.iwai.nic.in>**

Note: 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.

**Chief Engineer – III,
IWAI, Noida**

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 Govt. of India has recently declared 106 additional waterways in March, 2016 as 5 rivers have already been declared as National Waterways (NWs) in past including 8 km stretch of Mahanadi River in the State of Odisha is one of them as National Waterway-5. In total, 111 rivers, canals and estuaries have been recognized as National Waterways (NWs).
- 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 water-way 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 transport costs for the benefit of the entire economy and India's global trade competitiveness.

2. Introduction

- 2.1 The Employer will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in Clause – 16; Section- II: Instruction to Bidder (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 and Scope of Service.
- 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 and contract negotiation. 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's Eligibility Criteria

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

- 3.1 Bidder should be one among the Consultancy organization accredited for Category 'A' projects in Sector No.33 (*i.e.* Ports, Harbour, Break Waters and Dredging) by

QCI/NABET as per List of Accredited EIA Consultant Organizations published in the MoEF&CC website dated July 06, 2015.

- 3.2 The Bidder shall meet minimum eligibility criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the maximum value of the order executed by him together with the details of name of the party, order value, scope of work, completion period stipulated in the order and actual completion period / date. 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. In case the work was performed by the Bidder in JV, the percentage share of the Bidders in the work executed as JV should be clearly mentioned in the completion certificate. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit completion certificate awarded to it by the main contractor, along with the LOA awarded to the main contractor by the Tender inviting authority of the project in consideration.
- 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 at least Rs. 18.766 Lakhs (INR Eighteen Lakhs Seventy-Six Thousand and six Hundred only). 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 Bidder shall offer and make available the list of all Key Personnel as mentioned in Section - III Data Sheet) meeting the requirements specified in Clause - 3 of Section – VI: Terms of Reference and Scope of Service. Each of the Key Personnel must fulfill the conditions of eligibility with respect to Qualifications and Experience.
- 3.8 Bidder 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 nor have had any agreement terminated for breach by such Bidder.

3.9 The Bidder 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 Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder 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. The Employer will endeavour 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.

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 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 RFP 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 RFP 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"](https://eprocure.gov.in/eprocure/appandIWAI's%20website%20www.iwai.nic.in)

6. Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the RFP. 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 An EMD of Rs. 37,532/- (Rs. Thirty-Seven Thousand Five Hundred and Thirty-Two only) shall be deposited to IWAI FUND through RTGS

- i) **Name of Bank Account** : IWAI FUND
- ii) **Bank Name and Address** : Union Bank of India,
Sector 15 Noida
- 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 No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

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

6.1.5 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 the 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 in writing, his earnest money paid along with the tender shall be forfeited.

6.2 Tender Fee

All Bidders are required to pay INR 5,000/- (INR Five Thousand only) towards Tender Fees deposited in IWAI FUND through RTGS as per the details mentioned below.

- | | | | |
|------|------------------------------|---|---|
| i) | Name of Bank Account | : | IWAI FUND |
| ii) | Bank Name and Address | : | Syndicate bank, Transport Bhawan,
Parliament Street, New Delhi |
| iii) | Bank Account Number | : | 90622150000086 |
| iv) | IFSC | : | SYNB0009062 |

The Tender Fee 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 (such as inter alia value added tax, sales tax, service tax, income taxes, custom duties, fees, levies and GST *etc.*) and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal.

6.5 Currency

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

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 RFP. 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; however, 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 submit one bid only. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily and the bidder shall be disqualified from subsequent bidding in IWAI projects.

7. Conflict of Interest

7.1 Employer requires that selected bidder (consultant) 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 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 Bidder 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 Consultants/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 Consultant/Bidder 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 Bidder should also take into account the addendum/corrigendum published before submitting the Bids online.
- 9.10 Then the Bidder 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 favourites’ folder.
- 9.12 From the favourite’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 Bidder, 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 The 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 Bidder should submit the Tender Fee/ EMD for the amount as specified in Section – III: Data Sheet. The original payment instruments should be received 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 The Bidder has to select the payment option as offline to pay the Tender Fee/ 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 The Bidder has 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 The Bidder has 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 The Bidders are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end 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 The Bidder 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 document 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 The Bidder 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, earnest money, must be delivered to the office of Chief Engineer – III on or before Bid closing Date & Time. Bids submitted without original payment instrument like Tender document fee, EMD *etc.*, against the submitted Bid shall automatically become ineligible and shall not be considered, in any circumstances. The Tender fee shall be non-refundable.

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 Tender fee 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 as per Annexure – V.
- e. Scanned copy of Form of Tender (Form - 4A).
- f. Scanned copy of a signed declaration by the bidders (Form - 4G).
- g. 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.
- h. Bidder information form (Form - 4H).
- i. Composition/Ownership/Shareholding pattern of the organization
- j. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association/memorandum of association of the company.
- k. Registration/incorporation certificate of the company/Firm.
- l. NABET accreditation or any other certification as mentioned in the ToR.
- m. Original tender document with all addendums and corrigendum issued till date duly stamped and signed by the authorized signatory of the bidder.

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.
- e. Scanned copy of Bank account details, 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 to conditions laid in Clause - 3 of ITB (Bidder Eligibility Criteria) Such eligible projects shall be supplied in Form - 4B.
- c. Copies of work order/agreement with value and status (% completed till submission) in case of ongoing work shall be submitted separately as proof of on-going assignments as per Form - 4F.
- d. Provide list of litigation history, if any.

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 experts/key personnel (Form 4E) with complete signed CV's, adhering to the following requirements:
 - (i) At least 3 Key Personnel (EIA Coordinator, EB, & WP Experts) must be in-house / permanent or full time employee(s) of the EIA consulting organizations.

- (ii) The Bidder is to ensure that the time allocated for the key personnel does not conflict with the time allocated for any other assignment. The Employer reserves the right to request a workload projection (including time spent on other projects/clients) for the Key Personnel.
- (iii) The composition of the proposed Team and task assignment to individual personnel shall be clearly stated.
- (iv) The Key Personnel shall remain available for the period as indicated in the RFP Document.
- (v) No alternative Bid for any Key Personnel shall be made and only one CV for each position shall be furnished.
- (vi) In the hard copy submission, each CV shall bear original signatures of the Key Personnel and the authorized signatory of the Bidder. Scanned Signatures on the CV's shall not be accepted. 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 Key Personnel proposed does not match with the requirement stipulated in the RFP document.
- (viii) No Key Personnel involved should have attained the age of 55 (fifty five) years at the time of submitting the Bid. 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 Consultant 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 reimbursed to the consultant on producing proof 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).

- (d) Consultants should include in their financial proposal, cost for site visit for employer's representatives from IWAI Noida to NW-5. The number of site visits shall be 2 and the number of IWAI representatives shall be maximum 2 officials per visit.

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 shall be as specified in Section – III: Data Sheet.

11. Extension of Bid Submission Date

The employer may extend the date of submission of bids and shall inform all the bidders by issuing an addendum at the respective websites.

12. Late Proposals

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 RFP, 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.
- 15.5 The Employer shall inform the Bidders, whose Technical Bids are found responsive, 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 and 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.

16. Bid Evaluation

16.1 Minimum Qualification Criteria

16.1.1 The experience of having successfully completed similar work in the previous 7 (seven) years ending last day of the month previous to the one in which this Tender is invited should be of either of the following amount:

a) 3 similar works each costing not less than **Rs. 7.50 Lac.**

or

b) 2 similar works each costing not less than **Rs. 11.25 Lac.**

or

c) 1 similar work costing not less than **Rs. 15.00 Lac.**

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 INR 18.766 Lakhs (INR Eighteen Lakhs Seventy-Six Thousand and Six Hundred Lakhs only)

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.

16.2 Technical Evaluation

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

Sl. No.	Description	Points
1.	The consultants relevant experience for the assignment	20
2.	The quality of work plan & methodology proposed	30
3.	The qualification of the key experts/professionals proposed	50
	Total	100

Detailed Marking Criteria

Sl. No.	Criteria	Score
1.	The consultants relevant experience for the assignment	20
a.	<i>General experience of the consulting firm in conducting EIA&EMP studies – three marks will be given for each similar 15 work assignment limiting to maximum of 15 marks.</i>	15
b.	<i>Specific experience of the consulting firm in conducting EIA&EMP studies in Inland Waterways/Canals development 03 projects – 1.5 marks for similar work assignment limiting to maximum of 3 marks</i>	03
c.	<i>Bonus marks for successfully completed one similar work having consultancy value more than 100 lacs.</i>	02
2.	The quality of work plan & methodology proposed	30
a.	<i>Work Plan</i>	10
b.	<i>Approach & Methodology</i>	20

3.	The qualification of the key experts/professionals proposed	50
i.	<i>EIA Coordinator cum Team Leader</i>	<i>12</i>
ii.	<i>Ecology & Biodiversity Expert (Terrestrial & Aquatic)</i>	<i>08</i>
iii.	<i>Air Pollution & Quality Expert</i>	<i>05</i>
iv.	<i>Water Quality Expert</i>	<i>05</i>
v.	<i>Noise Quality & Noise Vibration Expert</i>	<i>05</i>
vi.	<i>Solid Waste Management Expert</i>	<i>05</i>
vii.	<i>RA & DMP Expert</i>	<i>05</i>
viii.	<i>Hydrology Expert</i>	<i>05</i>
	Grand Total (Sl. Nos. 1+2+3)	100

Sub-Criteria for Key Personnel Scoring

Sl. No.	Key Personnel	Qualification		Relevant Experience	Total
		Minimum	Preferred		
1.	<i>EIA Coordinator cum Team Leader</i>	<i>03</i>	<i>03</i>	<i>06</i>	<i>12</i>
2.	<i>Ecology & Biodiversity Expert (Terrestrial & Aquatic)</i>	<i>02</i>	<i>02</i>	<i>04</i>	<i>08</i>
3.	<i>Air Pollution & Quality Expert</i>	<i>01</i>	<i>01</i>	<i>03</i>	<i>05</i>
4.	<i>Water Quality Expert</i>	<i>01</i>	<i>01</i>	<i>03</i>	<i>05</i>
5.	<i>Noise Quality & Noise Vibration Expert</i>	<i>01</i>	<i>01</i>	<i>03</i>	<i>05</i>
6.	<i>Solid Waste Management Expert</i>	<i>01</i>	<i>01</i>	<i>03</i>	<i>05</i>
7.	<i>RA & DMP Expert</i>	<i>01</i>	<i>01</i>	<i>03</i>	<i>05</i>
8.	<i>Hydrology Expert</i>	<i>01</i>	<i>01</i>	<i>03</i>	<i>05</i>
	Sub-total	11	11	28	50

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 whose 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: $S_f = 100 \times F_m / F$

(S_f 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:

- (i) Proposal will be ranked according to the combined normalized Technical (S_t) and normalized Financial (S_f) scores using the weights mentioned below.

- (ii) The weights, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where $Tw = 0.70$ and $Fw = 0.30$
(T = the weight given to technical proposal; P=weight given to the financial proposal; $Tw + Fw = 1$)
- (iii) Final score (S) would be arrived at using the following formula: $S = St \times Tw + Sf \times Fw$
Where $St = 100 \times T / T_m$ (T= is the technical score of the bidder under consideration and T_m = highest technical score amongst the bidders under consideration) and $Sf = 100 \times F_m / F$ (F_m = lowest price amongst the bidders under consideration and F is the price of bid under consideration for calculation).

17. Award of Contract

- 17.1 After completing negotiations, the Employer shall issue a Letter of Award to the selected Bidder and shall promptly notify all other Bidders who submitted their bids about the decision taken.
- 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 Consultant is expected to commence the Assignment/job on the date and at the location specified in Section - III Data Sheet.

18. Insurance

- 18.1 The Consultant shall maintain at his own cost personal and accident insurance for all his Personnel and property as considered satisfactory by the Client to cover any risks arising from work and services to be rendered by the Consultant under this Consultancy Agreement. The Consultant shall ensure the same for his sub-contractors also. 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.	Ref. No.	Particulars	Description
1.	-	Employer	The Chairperson, Inland Waterways Authority of India A - 13, Sector - 1, Noida – 201301
2.	1.0 of NIT	Name of the Assignment	“Consultancy Services for Environmental Impact Assessment (EIA)-Environmental Management Plan (EMP) along with Obtaining Mandatory Statutory Clearances (EC, CRZ <i>etc</i>) for developing the stretch of Mahanadi River (NW-5) from “IFFCO Bagging Plant at Musadia to Mahanadi River Sea Mouth in the state of Odisha”
3.	4.0 of NIT	Method of Selection	QCBS (Quality cum Cost Based Selection)
4.	2.0 & 5.0 of NIT	Date, Time and Address for submission of Bid	Date : 26-10-2017 Time : Latest by 15:00 Hrs (IST) Address : Online submission Chief Engineer – III, Inland Waterways Authority of India A - 13, Sector - 1, Noida – 201301
5.	2.0 of NIT	Date of Pre-bid meeting to be held on	Date : 06-10-2017 Time : 15:30 hrs Venue : IWAI, A-13, Sector-1, Noida, U. P.
6.	5.0 of NIT	Last Date for Seeking Clarifications	Date : 10-10-2017 Time : 15:00 hrs E- Mail : yk.kureel@iwai.gov.in ; aselvakumar.iwai@nic.in ; hashin@iwai.gov.in
7.	6.1 of ITB	EMD	INR. 37,532/-
8.	6.2 of ITB	Tender Fee	INR. 5,000/-
9.	6.3 of ITB	Bank Solvency	INR. 7,50,640/-
10.	6.7 of ITB	Bid Validity	90 Days after opening of Technical Bid
11.	16.1 of ITB	Similar Works	Similar works shall include preparation of “EIA-EMP” Reports along with Obtaining Mandatory Statutory Clearances for Infrastructure Development Projects” with special reference to Environment, CRZ, Forest & Wildlife Clearances etc.
12.	16.1.2 of ITB	Average Annual Turnover	Average Annual turnover shall be 100% of the Estimated cost.
13.	-	JV / Consortium	Not allowed
14.	16.2 of ITB	No. of Experts	8 QCI/NABET accredited key experts (3 in-house & remaining may in-house or empanelled)
15.	-	Formats for 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 Assignments. ▪ Form - 4G: Declaration by Bidders. ▪ Form - 4H: Bidder Information Sheet.
16.	-	Consultancy Period	6 months from the date of LOA.
17.	2.0 of NIT	Bid Opening	Date : 27-10-2017 (Time : 15:30 hrs).
18.	-	Location	Odisha

SECTION – IV: TECHNICAL BID STANDARD FORMS

FORM - 4A: Form of Tender

To,

**Chief Engineer – III, IWAI,
A-13, Sector -1,
Gautam Buddha Nagar
NOIDA - 201301, U.P.**

Dear Sir,

We (M/s ----- of -----)
having read and fully understood the specification, conditions of Tender and conditions of the contract hereby Tender to consultancy services in accordance with and so forth in Notice Inviting Tender, Conditions of Contract.

The Tenders have been submitted in **Cover-I** and **Cover-II** as stipulated in your Tender Notice.

We hereby agree that the said specification, conditions of Tender and Conditions of the Contract together with the acceptance thereof in writing by or on behalf of the employer shall constitute the contract.

We have deposited with the Chief Engineer-III , IWAI, NOIDA an amount of Rs. ----- (in words) vide RTGS/NEFT No. ----- of ----- Bank dated ----- as Earnest Money for the Tender.

Should employer ask for a break up of our price, we shall submit the same forthwith giving adequate justification to establish its veracity, failing which the employer may cancel our Tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any Tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for the decision.

(Duly authorized to sign the Tender on behalf of the Bidder)

Witness _____

Name _____

Signature _____

Designation _____

Name _____

Name of Company _____

(IN BLOCK LETTER)

Date _____

Note: All blank spaces to be filled in by the Bidder and submitted along with Tender.

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 as a corporate entity or as one of the major companies within an JV for carrying out consulting services similar to the ones requested under this assignment.]

1. Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
2. Exhibit only those projects undertaken in the last Seven (7) years.
3. Projects without the proof of completion certificates including start Date, end date and value of the work executed from respective client will not be considered.
4. Projects that have been substantially completed shall also be considered. Substantially completed projects shall be based on 90% or more works completed under the contract.

Assignment Name & Project Cost :	Approx. value of the Contract (in INR in Crore) :
Country :	Duration of assignment (months) :
Location within country :	
Name of Client :	Total No. of staff-months of the assignment:
Address :	Approx. value of the services provided by the your firm under the contract (in INR in lacs):
Start Date (Month/Year): Completion Date (Month/Year):	No of professional staff-months provided by associated Consultants:
Name of Lead Partner : Name of Associated Consultants (if any):	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director / Coordinator, Team Leader):
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name :
Authorized Signature :

Note:

1. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.
2. Bidders should mention the maximum value of similar works executed during the last seven years (adjusted to 60 days before the Bid submission date).

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

FORM - 4C: Average Annual Turnover of Applicant

Sl. No.	Financial Years	Average Annual Turnover of Applicant (INR) in Last Three Years
1.	2014-2015	
2.	2015-2016	
3.	2016-2017	
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)

Note:

1. In case the Consultant does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.

FORM - 4D: Power of Attorney

Know all men by these presents, We, (name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise 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 Impact Assessment (EIA)- Environmental Management Plan (EMP) along with Obtaining Mandatory Statutory Clearances (EC, CRZ etc) for developing the stretch of Mahanadi River (NW-5) from "IFFCO Bagging Plant" at Musadia to Mahanadi River Sea Mouth in the state of Odisha**".

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 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....., 2017

For ...

(Signature, Name, Designation and Address)

Witnesses:

1.....

2.

Accepted

(Signature, name, designation & 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 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 favour 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 legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Apostils 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 & 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.

Date:..... **[Signature of staff member]**
[Signature of authorized signatory of the firm]

Place:.....

[Full name of authorized representative]

FORM - 4F: List of Ongoing Assignments

Sl. No.	Assignment	Start Date	End Date	Project Value	Value of Services being provided	Present status of Assignment
1.						
2.						
3.						

FORM - 4G: Declaration by the Bidders

Date:.....

To,

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

Kind Attention : Chief Engineer – III,

Subject : **Declaration from the Bidder.**

Tender Ref. No. :

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.		No alteration has been made in any form in the downloaded Tender document.
2.		We have not been banned or de listed by any government or quasi government agency or public sector undertaking.
3.		We accept the payment terms of clause 6 of Condition of the Contract.
4.		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.

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

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

FORM - 4H: Bidder Information Sheet

- 1) Bidder's Legal Name :
- 2) Bidder's Country of Registration :
- 3) Bidder's Year of Registration :
- 4) Bidder's Legal Address in the Country of Registration :
- 5) Bidder's Authorized Representative Information :
 - (i) Name :
 - (ii) Address :
 - (iii) Telephone/Fax numbers :
 - (iv) Email Address :

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

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 consulting Assignment/Job for [Insert title of Assignment/Job] in accordance with your Request for Bid 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 VAT, Sales tax, 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

Sl. No.	Particulars	Amount (in Figures)	Amount (in Words)
1.	Consultancy Fee (Form Fin- 3)		
2.	Remuneration (Form Fin- 4)		
3.	Miscellaneous (Form Fin- 5)		
4.	Other expenses		
5.	GST / Any other tax		
	Total		

Authorized Signature

Name :

Designation :

Name of Firm :

Address :

Form Fin – 3: Consultancy Fee for EIA-EMP along with Statutory Clearances

Total Rupees in Words :

Note: No escalation on any account will be payable on the above amount

Sl. No.	Description of Deliverables	Copies Required		Unit Rate (INR)	Costs (INR)
		Hard	Soft		
1.	Inception Report (IR)	03	1 CD		
2.	A. Draft Application Form-1, Layout Plan along with Pre-Feasibility/DPR as per Guidelines for relevant Statutory Clearances (EC & CRZ) for online submission on MoEF&CC website.	03	1 CD		
	B. Draft Presentation for EAC Meeting at MoEF&CC (EC & CRZ) to obtain final/ approved ToR for EIA-EMP study	03	1 CD		
	C. Draft Application for CTE of Terminal for IWAI Review.	03	1 CD		
3.	A. Draft EIA-EMP Report for IWAI review and comments.	03	1CD		
	B. Draft Executive Summary of EIA-EMP Report for Public Hearing (if required) in English and Local Language.	03 copies of each	1 CD		
	C. Draft Application/Letter and Presentation Material for Public Hearing (if required)	03	1 CD		
4.	A. Draft Final EIA-EMP Report for Public Hearing (if required)	15	1 CD		
	B. Draft Final Executive Summary of EIA-EMP Report for Public Hearing (if required) in English and Local Language.	15 of each	1 CD		
	C. Final Application / Letter and Presentation Material for Public Hearing (if required)	03	1 CD		
	D. Proceedings of Public Hearing (Videography, Public Queries, attendance sheets etc.) for IWAI Record (If done).	03	1 CD		
	E. Draft Presentation Material for MoEF&CC to obtain clearances	03	1 CD		
5.	A. Final EIA-EMP Report after incorporation of observations after Public Hearing (If done)	05	1 CD		
	B. Final Executive Summary of EIA-EMP Report in English and Local Language after Public Hearing (If done)	05 copies of each	1 CD		
	C. Final stand alone EMP for inclusion in Contractor Bid Document.	05	1 CD		
6.	All Mandatory Statutory Clearances (EC, CRZ, CTE etc)	One original copy of each clearance/NoC/Permit.			

Note:

- The EIA-EMP Report shall cover the HTL/LTL demarcation map and dispersion modeling study and reports or final outcomes of the MoEF&CC approved agencies.
- If additional copies are required during public hearing and presentation at MoEF&CC, the consultant shall provide without any extra charges to IWAI.

Authorized Signature

Name :
Designation :
Name of Firm :

**Form Fin – 4: Estimate
(Personnel Costs)**

A. Consultancy Services *(as required)*

Sl. No.	Designation	Man-months Required	Man-month Rate (INR)	Total Amount (INR)
A. In-house Experts as per QCI/NABET Scheme				
1.	EIA Coordinator cum TL			
2.	Ecology & Biodiversity Expert			
3.	Water Quality Expert			
B. In-house or Empanelled Experts as per QCI/NABET Scheme				
4.	Air Pollution Expert			
5.	Noise Quality & Vibration Expert			
6.	RA & DMP Expert			
7.	Solid Waste Management Expert			
8.	Hydrology Expert			

B. Additional Project Staff *(as required)*

Sl. No.	Designation	Man-months Required	Man-month Rate (INR)	Total Amount (INR)
1.				
2.				
3.				
	Total			

Note :

1. Man-months rate and corresponding total amount in Form Fin-4 shall include total emoluments, expenditure allowances, overheads & bonuses, and all local taxes including GST thereon.
2. The person-month quantity is an estimated requirement. These estimations will be the basis for Financial Bid Evaluation. Actual person-month utilized will vary according to project requirement and as approved by the client. Actual utilized number of man months of each personnel on the project will only be paid for.

Authorized Signature :

Name :

Address :

Form Fin – 5: Miscellaneous Expenses

Sl. No.	Designation		Man-months / Unit Required	Man-month Rate (INR)	Total Amount (INR)
1.	Housing + Expenses	Travel			
2.	Site Expense - set up				
3.	Site Expense – monthly				
4.	Local Transport				
5.	Others				
	Total				

Total Amount (INR) : Only

SECTION –VI: TERMS OF REFERENCE (ToR)

1.0 Introduction

- 1.1 Inland Waterways Authority of India (IWAI) is an autonomous and statutory body under the administrative control of Ministry of Shipping, which came into existence on 27th October 1986 for development and regulation 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 (NWs).
- 1.2 The Govt. of India has recently declared 106 additional waterways in March, 2016 as 5 rivers have already been declared as National Waterways (NWs) in past including 8 km stretch of Mahanadi River in the State of Odisha is one of them as National Waterway-5. In total, 111 rivers, canals and estuaries have been recognized as National Waterways (NWs).
- 1.3 Inland Water Transport (IWT) through NW-5 has the potential to the most economic, reliable, safe and environmental friendly form of the transport. Where developed for use by the 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 economic strategies the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce transport costs for the benefit of the entire economy and India's global trade competitiveness.
- 1.4 There is already evidence of growing demand for transport on NW-5, especially for dry and liquid bulk cargoes. This includes demand from the thermal power plants, cement companies, fertilizer companies, oil companies, the Food Corporation of India and others for coal, fly-ash, cement and clinker, stone chips, edible oils, food grains and over dimensional cargo.

2.0 Scope of the Work

The Key Experts of selected Bidder for the "Consultancy Services" will visit the study area (proposed 8 km stretch of Mahanadi River) and detailed Environment Impact Assessment (EIA) study to be conducted for obtaining all mandatory statutory clearances (EC, CRZ *etc*) for the proposed project. One season environmental baseline data (except monsoon period) to be generated 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 Programme (EMMP) to be prepared for timely and effective implementation of the project. The details of proposed stretch of NW-5 along with brief scope of work have been summarized below.

Description of the Proposed Stretch of NW-5 for EIA-EMP Study

Sl. No.	Particulars	Description
1.	Name of Project Assignment	“Consultancy Services for Environmental Impact Assessment (EIA)-Environmental Management Plan (EMP) along with Obtaining Mandatory Statutory Clearances (EC, CRZ <i>etc</i>) for developing the stretch of Mahanadi River (NW-5) from “IFFCO Bagging Plant” at Musadia to Mahanadi River Sea Mouth in the state of Odisha”
2.	Project State	Odisha
3.	Proposed Length	8 Km.
4.	Scope of the Work	<p>(C) Studied to be Conducted <u>(As per EIA & CRZ Notifications):</u></p> <ul style="list-style-type: none"> • Reconnaissance survey for collection of primary and secondary data from various sources. • Detailed EIA-EMP studies for developmental interventions as per EIA Notification, 2006 and its subsequent amendments. • Institutional and implementation arrangements. • One time generation of baseline environmental data at pre-construction stage (except monsoon season). • Stakeholder Consultation and Public Hearing (If required). • Risk assessment & preparation of DMP&EMP. • Incorporation of reports and maps in EIA-EMP document prepared for HTL/LTL demarcation/dispersion modelling as per CRZ notification and as per recommendation of the EAC (MoEF&CC). • To prepare a consolidated Stand alone EMMP for inclusion in contractor bid document. • To prepare environmental budget for EMMP implementation. <p>(D) Mandatory Clearances to be obtained <u>(As per Environment & CRZ Notifications)</u></p> <ul style="list-style-type: none"> • Environment Clearance (EC) from MoEF&CC. • CRZ Clearance from SCZMA/MoEF&CC. • Obtain other relevant permits/NoCs/consents with the SPCB/Revenue and Directorate of Mining & Geology <i>etc</i> for establishment of floating terminals, river dredging, bank protection and navigation aids.

The objective of this assignment is to conduct the detailed EIA-EMP studies, along with obtaining mandatory statutory clearances from the concerned statutory bodies at pre-construction stage as per project requirement under applicable environmental legislations. This study is to be conducted within the following reference framework:

- The Environment (Protection) Act, 1986 with applicable Rules & Legislations.
- The EIA Notification, 14th September 2006 and its latest subsequent amendments.

- The Coastal Regulation Zone, Notification, 2011 and its latest amendments.
- The Water (Prevention and Control of Pollution) Act and Rules, 1974 & 1975
- The Air (Prevention and Control of Pollution) Act, Rules and Amendments, 1981, 1982, 1983 & 1987;
- 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.
- Any other statutory act or legislation at State/Central Govt. level prevailing during the period of study.

Interested Bidders may submit Bids as per the instructions given in this RFP.

2.1 Environmental Management and Monitoring Plan (EMMP)

2.1.1 The Environmental Management and Monitoring Plan (EMMP) is a consolidated approach of EMP and EMoP, which to be formulated for mitigation and minimization of anticipated environmental impacts and monitoring at subsequent phases of the projects for assessment of project performance at construction and operation phases.

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. Preparation and implementation of the EMP is to have an integration of strategies and management policies to minimize environmental disruption due to cargo handling through waterway, storage and evacuation. It is to be ensured that the cargo handling operations and other allied activities should not degrade the quality of the environment beyond the accepted regulatory standards/norms and to adopt the necessary mitigation measures for keeping the pollution within the specified limits. The EMMP shall be prepared keeping in view the followings:

- a) Site visit, reconnaissance survey along with public consultation.
- b) Collection of secondary data on meteorology, flora, fauna, forest, ecologically sensitive areas, topography, geology, archaeological sites within the study area. That will used in the Initial Environmental Examination Report/Rapid EIA.
- c) Only NABL/MoEF&CC approved laboratory shall be engaged by the selected Bidder/Consulting Firm for generating the baseline environmental data at this stage (*i.e.* pre-construction phase). The details of environmental attributes along with parameters and monitoring duration have been summarized below as per CPCB norms.

List of Environmental Attributes & Parameters for Baseline Data generation

Sl. No.	Attributes	Parameters	Monitoring Duration	No. of Tentative Sampling Locations
1.	Ambient Air Quality (AAQ)	PM _{2.5} , PM ₁₀ , CO, SO ₂ , NO ₂ .	On twice in a week basis for one season	3 (1 location within 3 Km radius of the proposed waterway)
2.	Ambient Water Quality	Physical Properties: pH, Temp., DO, Conductivity, Colour (Hazen Units), Turbidity, Chemical/ Properties: TSS, Alkalinity, Hardness, BOD, COD, NO ₃ , PO ₄ , Cl, SO ₄ , Na, K, Ca, Mg, Mn, Zn, Hg, Pb, Cu, Arsenic, Silica, Oil & grease, Phenolic compounds, Residual Sodium Carbonate. Bacteriological Properties: Total Coliform.	One time sampling and analysis at this stage	3 (1 location within 3 Km radius of the proposed waterway)
3.	Noise Levels	Day & Night Time monitoring to be done at each location	24 Hourly sampling (Day & Night time) to be done	3 (1 location within 3 Km radius of the proposed waterway)
4.	Soil (Composite samples to be prepared based on at least 3 replicates from each location.)	Bulk Density, Colour, Texture, Soil Type, pH, Electrical Conductivity, N, P, K. etc.	One time sampling and analysis at this stage	3 (1 location within 3 Km radius of the proposed waterway)
5.	Aquatic Ecology	Trophic Status, Primary Productivity, Species diversity & densities of Phytoplankton, Zooplankton, Benthic Organism (Benthos, Macro-benthos), Fish and Macrophytes, Shanon Weiner Diversity Index and analysis of mangrove vegetation.	One time study at this stage.	3 (1 location within 3 Km radius of the proposed waterway)

Note: At this stage, one season above environmental data to be generated by the selected Bidder/Consultant and later stages during construction and operation phases to be done by the contractor for assessment of project performance w.r.t. pollution load.

- d) Description of baseline environment data based on primary & secondary sources.
- e) Identification of sources of pollution.
- f) Identification of opportunities for enhancement of environmental quality in the project area.
- g) Specific plans for management and redevelopment of quarries, borrow pits (if any) and construction camps.
- h) Management plan for dredging to minimize the impacts on river water quality and aquatic ecology.

- i) Action plan for conservation of natural resources, reduction of the use of water and construction materials, and if possible for making all construction energy and material efficient (including reuse of construction wastes, and use of fly ash).
- j) Plan for ensuring workers and users' (such as the crew of the operating vessels) health and safety.
- k) Solid Waste Management Plan.
- l) Management plan for dust suppression and reduction of emission from stationary sources during construction and operation phases.
- m) Risk Analysis for overall development of the waterway including terminal sites.
- n) Disaster Management Plan (DMP) including Oil Spill Response Plan.
- o) Detailed specification of bill of quantities, execution drawings and contracting procedures for execution of environmental mitigation and enhancement measures suggested, separate for pre-construction, during construction and operation stages.
- p) Specification of environmental supervision and auditing requirements, including the technical aspects of monitoring the effectiveness of mitigation measures.
- q) Listing of all the mandatory clearances required by the Contractor.
- r) Budget for implementation of the EMP.
- s) Institutional and Implementation Arrangements.
 - ✓ Description of implementation arrangement needed for the project, especially the capacity-building proposals for the IWAI, its regional units for implementation of management measures.
 - ✓ Organizational augmentation requirements.
 - ✓ Summary matrix of Environmental Monitoring Program (EMoP) during construction and operation stages, along with the requirement of monitoring facilities, frequency, location, parameters of monitoring, compilation and analysis of data, comparison with baseline data, compliance to accepted norms and reporting system, and plantation monitoring programme.
 - ✓ Adaptive management plans, as required.

2.1.2 To prepare detailed EIA-EMP Report as decided by IWAI, which should be as per the requirements of ToR and shall also cover the points referred in the "Standard or approved Terms of Reference for EIA-EMP report by the EAC at MoEF&CC for the proposed project activities requiring Environmental and CRZ clearances as per EIA and CRZ Notifications and their latest amendments.

2.2 Stakeholder/Public Consultation/Public Hearing

To conducted the stakeholder/public consultation/public hearing for preparation and giving presentation at various stages/to various Authorities for obtaining mandatory statutory clearances and providing necessary assistance for the same as per requirements and also for the compliances to the points identified during Public

Hearing/Public Consultation. The EIA-EMP report shall be final after public hearing (PH) and shall be submitted to the MoEF&CC for required clearances.

2.3 Preparation of Inception Report along with Work Plan

The Consultant shall ensure the location distance of the proposed study area (NW - 5) from the boundary of the nearest protected area (NP/WLS/TR/BR) with close consultation with the protected area authority. The details of other submissions such as draft, draft final and final EIA-EMP Reports along with submission of application forms have been described in Section – VI: Terms of Reference (ToR). The selected consultant may review available information and data such as Feasibility Report/DPR, layout plans and maps *etc.* before preparation of inception report, work plan and site visits for other data collection like generation of baseline environmental data on AAQ, water quality, noise levels, soils and aquatic biodiversity monitoring.

2.4 Structure of the EIA Report

2.4.1 As per the EIA Notification, the detailed EIA report would cover the following 12 important Chapters along with a separate executive summary in both English and local version. The contents of the detailed EIA report have been summarized below. The latest amendments for all kinds of clearances to be follow up by the consultants and reports to be prepared accordingly.

Structure of the Detailed EIA Report

Sl. No.	Chapters	Contents
1.	Introduction	Purpose of the report • Identification of project & project proponent. • Brief description of nature, size, location of the project and its importance to the country and region. • Scope of the study-details of regulatory scoping carried out (As per Terms of Reference)
2.	Project Description	Condensed description of those aspects of the project (based on project feasibility study), likely to cause environmental effects. Details should be provided to give clear picture of the following: • Type of project. • Need for the project. • Location of the project (maps showing general location, specific location, and project boundary & project site layout <i>etc.</i>) • Size or magnitude of operation (including associated activities required by or for the project. • Proposed schedule for approval and implementation Technology and process description. • Project description (including drawings showing project layout, components of project <i>etc.</i>) • Schematic representations of the feasibility drawings which gives information important for EIA purpose. • Description of mitigation measures incorporated into the project to meet environmental standards, environmental

Sl. No.	Chapters	Contents
		operating conditions, or other EIA requirements (as required by the scope) • Assessment of new & untested technology for the risk of technological failure.
3.	Description of the Environment	Salient features, study area, environmental baseline data, period of baseline data generation, study approach & methodology, valued environmental components (VECs), as identified in the scope of service and base maps of all environmental components.
4.	Anticipated Environmental Impacts and Mitigation Measures	<ul style="list-style-type: none"> • Details of Investigated Environmental impacts due to project location, possible accidents, project design, project construction, regular operations, final decommissioning or rehabilitation of a completed project. • Measures for minimizing and/or offsetting adverse impacts identified. • Irreversible and Irretrievable commitments of environmental components. • Assessment of significance of impacts (Criteria for determining significance, Assigning significance) • Mitigation measures.
5.	Analysis of Alternatives (Technology & Site)	<ul style="list-style-type: none"> • In case, the scoping exercise results in need for alternatives: • Description of each alternative • Summary of adverse impacts of each alternative • Mitigation measures proposed for each alternative and • Selection of alternative
6.	Environmental Monitoring Program (EMoP)	Technical aspects of monitoring the effectiveness of mitigation measures (incl. Measurement methodologies, frequency, location, data analysis, reporting schedules, emergency procedures, detailed budget & procurement schedules)
7.	Additional Studies	<ul style="list-style-type: none"> • Public Consultation / Public Hearing. • Risk assessment, HTL/LTL demarcation & dispersion mod. • Social Impact Assessment (R&R Action Plans)
8.	Project Benefits	<ul style="list-style-type: none"> ▪ Improvements in the physical infrastructure. ▪ Improvements in the social infrastructure. ▪ Employment potential –skilled; semi-skilled and unskilled. ▪ Other tangible benefits.
9.	Environmental Cost Benefit Analysis	If recommended at the Scoping stage
10.	Environmental Management Plan (EMP)	Description of the administrative aspects of ensuring that a mitigative measure is implemented and their effectiveness monitored, after approval of the EIA.
11.	Summary & Conclusion (This will constitute the summary of the EIA Report)	<ul style="list-style-type: none"> • Overall justification for implementation of the project • Explanation of how, adverse effects have been Mitigated.
12.	Disclosure of Consultants engaged	The names of the QCI/NABET Consultants engaged with their brief resume and nature of Consultancy rendered.

2.5 Mandatory Statutory Clearances

2.5.1 Environmental Clearance (EC)

The Environment Clearance (EC) to be obtained (if required) as per the EIA Notification, 2006 and its latest amendments due to existence of the proposed project

within the CRZ area and dredging is one of the major activity under proposed project. The Environmental Clearance (EC) to be finally granted by MoEF&CC (Govt. of India) - New Delhi for the project.

2.5.2 Coastal Regulation Zone (CRZ) Clearance

As the proposed project area is located in coastal zone of Odisha state. Therefore, CRZ clearance to be obtained as per the Coastal Regulation Zone Notification, 2011 after recommendation of SCZMA – Odisha from the MoEF&CC (Govt. of India - New Delhi.

2.5.3 Consent to Establishment (CTE) from SPCB for Terminals

- For the construction of one floating terminal within 8 km stretch between IFFCO Plant at Musadia to Mahanadi River sea mouth in NW-5, the EIA consultant shall take prior approval with respective SPCB as Consent to establishment (CTE).
- In this regard, EIA consultant shall apply through filling up of application form for Consent to establishment (CTE) and submit on State Pollution Control Board (SPCB) website on behalf of the project proponent.
- The Consultant shall coordinate with State Pollution Control Board (SPCB) to obtain the NOC in this regard.

2.6 Miscellaneous Works

- 2.6.1 To prepare and translate the Executive Summary of EIA-EMP Report in local language and submission of document like EIA & Executive Summary to the concerned officials of SPCB for public hearing and follow up. The Summary of EIA-EMP shall be a summary of the full EIA-EMP Report condensed to eight to ten A-4 size pages at the maximum. It should necessarily cover the following parts of the EIA-EMP reports viz., Project Description, Description of the Environment, Anticipated Environmental impacts and mitigation measures, Environmental Monitoring Programme (EMoP), Additional Studies, Project Benefits and Environmental Management Plan (EMP) and so on.
- 2.6.2 Preparation of applications for environment, CRZ and CTE and submission of Form-1 on MoEF&CC portal for required clearances (EC & CRZ).
- 2.6.3 To prepare and give presentation at various stages/to various authorities for obtaining mandatory clearances.
- 2.6.4 Follow up with concerned officials, joint inspection, preparation of presentation material and giving presentation at various stages.
- 2.6.5 Preparation of the compliances as per requirements in ToR for further submission to MoEF&CC.

- 2.6.6 Expediting/Follow-up with MoEF&CC and other statutory bodies for the early receipt of the statutory clearances (EC, CRZ & CTE *etc.*).
- 2.6.7 All other works for obtaining Environmental Clearance, CRZ and CTE *etc.* as per requirements such as (i) translation of the reports/executive summary in to local languages, (ii) Preparation of documents for NoC from SPCB, (iii) The preparation of land and land cover maps as per the requirement of MoEF&CC for the project will be responsibility of the consulting firm for EIA & EMP studies.
- 2.6.8 The EIA consulting firm would provide other required/relevant NoCs, prior permissions, approval and mandatory clearances from the neighbouring villages, panchayats, municipality, urban local bodies and concerned regulatory agencies *etc* for the development of proposed stretch of NW-5 (if applicable as per state legislations).
- 2.6.9 The consulting firm will conduct an exercise for the analysis of alternatives to minimize the environmental impacts of the proposed project.
- 2.6.10 After obtaining all statutory clearances from the concerned authorities (SPCB/SCZMA/MoEF&CC or any Urban Local Bodies *etc.*), if any unforeseen environmental and social issues and impacts seems during construction stage, the consulting firm for EIA-EMP studies will resolve such unforeseen environmental and social issues with close coordination with the project proponent upto the completion of satisfactory work. No additional payment to be given by the IWAI for this assignment.
- 2.6.11 Justification should be provided whether CRZ clearance is also required for the stretch in view of their location within the CRZ limits.
- 2.6.12 List of components should be submitted for which the CRZ clearance is required.
- 2.6.13 Requirement of number of bridges, road crossings, obstructions to be dismantled/removed/reconstructed. The Consultant is to make studies its impact on the local population as well as on the environment.
- 2.6.14 Describe the project site, geology, topography, climate, transport and connectivity, demographic aspects, socio cultural and economic aspects, villages, settlements and meteorological data.
- 2.6.15 Examine details of land use around 5 km both sides of the project stretch. Analysis should be made based on latest satellite imagery for land use with raw images. Consultant will prepare land use/land cover map using latest satellite imagery covering 5 km on both sides of waterway alignment.
- 2.6.16 Submit the details of environmentally sensitive places, land acquisition status, rehabilitation of communities/villages and present status of such activities.

- 2.6.17 Examine the impact of proposed project on the nearest settlements.
- 2.6.18 Examine baseline Environmental quality along with projected incremental load due to the project.
- 2.6.19 Environmental data to be considered in relation to the project development would be (a) land, (b) groundwater, (c) surface water, (d) air, (e) bio-diversity, (f) noise and vibrations *etc.*
- 2.6.20 Examine the details of water requirement, use of treated waste water and prepare a water balance chart.
- 2.6.21 Details of Solid waste generation treatment and its disposal should be examined.
- 2.6.22 Details of transport of materials for construction which should include source and availability should be examined.
- 2.6.23 Details of National Highways/State highways/expressway falling along corridor and the impact of the development on them be examined.
- 2.6.24 The evaluation of impacts should be analysed depending upon the nature (positive and negative), duration (short term and long term) reversibility, and magnitude (negligible, low, medium, and high), etc. of the impacts that arise during course of this assignment.
- 2.6.25 The CRZ map to be prepared by the MoEF&CC approved agency as per Final ToR of the MoEF&CC on 1:4,000 scale demarcating HTL/LTL and superimposing the plan. The Consultant will be responsible for preparation for of all required applications (environment, CRZ, wildlife forms), documentations, submission, presentation and coordination with approved agency on behalf of the IWAI before submission to SCZMA & MoEF&CC for all obtaining mandatory statutory clearances and follow up. No additional coordination charges shall be paid by IWAI to EIA consultant for this assignment.
- 2.6.26 Examine separately the details for construction and operation phases both for Environmental Management Plan and Environmental Monitoring Plan with cost and parameters.
- 2.6.27 Risk assessment & preparation of comprehensive Disaster Management Plan including emergency evacuation during natural and man-made disaster should be submitted.
- 2.6.28 The baseline environmental data to be generated by the consulting firm through a NABL accredited laboratory, while the environmental monitoring to be conducted at construction and operation phases by the civil work contractor(s) for assessing the detail project performance. The baseline environmental data (air, water, noise &

soil) to be generated at one time during pre-construction stage except the monsoon season.

- 2.6.29 If any wild life, rare and threatened species of flora and fauna are being affected by the proposed project activities, a species specific conservation plan need to be prepared with close consultation with the respective forest divisions.

3.0 Man Power Requirements

In order to carry out the assignment as per the schedule and considering the Scope of the Work, it is suggested to engage the services of following domain experts/professionals.

List of Key Experts (In-house and Empanelled)

Sl. No.	Key Personnel	Qualification and Experience
A. In-house Experts as per QCI/NABET Scheme		
1.	EIA Coordinator cum Team Leader (<i>Intermittent basis for maximum period of 3 months</i>)	Must be a QCI/NABET Accredited EIA Coordinator for Ports & Harbour Projects for Category “A” Expert or Masters in Environmental Engineering/Masters in Environmental Sciences/Masters in Environment Management with at least 15 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 (EB): Terrestrial & Aquatic Ecosystems (<i>Intermittent basis for maximum period of 2 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 10 years’ experience of providing required inputs in preparation of EIA & EMP reports.
3.	Water Quality Expert (<i>Intermittent basis for maximum period of 1 months</i>)	Must be a QCI/NABET Accredited Category “A” Expert for Environmental Engineering / Masters in Environmental Science / Masters in Environment Management with at least 10 years experience of providing required inputs in preparation of R & R plan, EIA & EMP reports etc.
B. In-house or Empanelled Experts as per QCI/NABET Scheme		
4.	Air Pollution Expert (<i>Intermittent basis for maximum period of 1 month</i>)	Must be a QCI/NABET Accredited for Category “A” Expert or Masters in Environmental Engineering / Masters in Environmental Sciences / Masters in Environment Management with at least 10 years’ experience of providing required inputs in preparation of EIA & EMP reports.
5.	Noise Quality and Vibration Expert (<i>Intermittent basis for maximum period of 1 month</i>)	Must be a QCI/NABET Accredited Category “A” Expert for Environmental Engineering/Masters in Environmental Sciences / Masters in Environment Management with at least 10 years’ experience of sampling, testing, analyzing & monitoring the noise and vibration.
6.	RA & DMP Expert (<i>Intermittent basis for maximum period of 1 month</i>)	Must be a QCI/NABET Accredited Category “A” Expert. for Chemical Engineering / Fire Engineering / Industrial Safety with at least 10years’ experience of identifying PAP’s and preparation of R&R plan, RAP & DMP.
7.	Solid Waste Management Expert (<i>Intermittent basis for maximum period of 1 month</i>)	Must be a QCI/NABET Accredited Category “A” Expert. for Environmental Engineering / Masters in Environmental Science/Masters in Environment Management with atleast10years experience of providing

Sl. No.	Key Personnel	Qualification and Experience
		required inputs in preparation of EIA&EMP reports.
8.	Hydrology Expert (Intermittent basis for maximum period of 1month)	Must be a QCI/NABET Accredited Category “A” Expert for B.E./B. Tech (Civil), M. Tech (Civil) with Specialization in Hydrology with at least 10 years’ experience of providing required inputs in preparation of EIA & EMP reports.

Note:

- (i) Interested Bidder(s)/EIA Consulting Organization(s) should itself have QCI/NABET accreditation as per EIA Notification, 2006 for Ports and Harbours Break waters and dredging (Category- “A” Projects).
- (ii) Interested Bidder(s)/EIA Consulting Organization(s) have to submit all QCI/NABET accreditation details for their firm eligibility and proposed domain key experts for evaluation of their Bids.
- (iii) The QCI/NABET approved accreditations of the Key Experts will be treated as preferred qualification for the assignment.

4.0 Time Schedule and Deliverables

The total period of consultancy services shall be **6 months** from the date of issue of ‘Letter of Acceptance’ (LOA). It is to inform that time is the essence of the contract as the work under this contract is very important and critical factor for the project. The EIA consultant shall submit a complete EIA report along with a standalone EMP for inclusion in contractor bid document. The separate applications or forms for each relevant statutory clearance to IWAI for review and submission to concerned authorities have been summarized below.

List of Deliverables with Time Schedule

Sl. No.	Description of Deliverables	No. of Copies Required		Time Schedule (in Moths)
		Hard	Soft	
1.	Inception Report (IR)	03	1 CD	21 Days
2.	A. Draft Application Form-1, Layout Plan along with Pre-Feasibility/DPR as per Guidelines for relevant Statutory Clearances (EC & CRZ) for online submission on MoEF&CC website.	03	1 CD	1 Month
	B. Draft Presentation for EAC Meeting at MoEF&CC (EC & CRZ) to obtain final/ approved ToR for EIA-EMP study	03	1 CD	1 Month
	C. Draft Application for CTE of Terminal for IWAI Review.	03	1 CD	1 Month
3.	A. Draft EIA-EMP Report for IWAI review and comments.	03	1CD	4 Months
	B. Draft Executive Summary of EIA-EMP Report for Public Hearing (if required) in English and Local Language.	03 copies of each	1 CD	4 Months
	C. Draft Application/Letter and Presentation Material for Public Hearing (if required)	03	1 CD	4 Months
4.	A. Draft Final EIA-EMP Report for Public Hearing (if required)	15	1 CD	5 Months
	B. Draft Final Executive Summary of	15 of each	1 CD	5 Months

	EIA-EMP Report for Public Hearing (if required) in English and Local Language.			
	C. Final Application / Letter and Presentation Material for Public Hearing (if required)	03	1 CD	5 Months
	D. Proceedings of Public Hearing (Videography, Public Queries, attendance sheets etc.) for IWAI Record (If done).	03	1 CD	5 Months
	E. Draft Presentation Material for MoEF&CC to obtain clearances	03	1 CD	5 Months
5.	A. Final EIA-EMP Report after incorporation of observations after Public Hearing (If done)	05	1 CD	6 Months
	B. Final Executive Summary of EIA-EMP Report in English and Local Language after Public Hearing (If done)	05 copies of each	1 CD	6 Months
	C. Final stand alone EMP for inclusion in Contractor Bid Document.	05	1 CD	6 Months
6.	All Mandatory Statutory Clearances (EC, CRZ, CTE etc)	One original copy of each clearance/NoC/Permit.		6 Months

Note: Time of above deliverables shall be considered from the date of the LoA.

- The EIA Consultant should endeavor that all the drawings, maps, documents, reports, presentation material etc. are computerized and in editable / reproducible format.
- All the drawings, maps, documents, reports, presentation material etc. to be furnished by the consultant should be clear, legible to read and neat in presentation.
- If additional copies beyond the above numbers are required to the employer/IWAI or any statutory body for review and clearances. The Consultant shall provide extra copies of the reports, maps etc. (not exceeding 5 copies) and no additional cost to be paid by employer/IWAI for the same.

5.0 Technical Assistance

The EIA consultant shall provide all required technical assistance to IWAI for obtaining the necessary clearances from State Pollution Control Board (SPCB), Ministry of Environment, Forest & Climate Change (MoEF&CC) and other relevant Statutory / Non-Statutory Bodies (if any) and the meetings with the respective officials in Delhi and Odisha. The EIA Consultant shall prepare presentation for the respective statutory bodies whenever required.

6.0 Site Organization

The EIA Consulting Organization shall depute well-qualified officers and team members having adequate experience in execution of similar works as indicated in this RFP. If the progress of work is found unsatisfactory during the currency of the

contract, Consultant/Bidder shall promptly mobilize additional personnel/resources for ensuring satisfactory progress and timely completion of the proposed study and necessary clearances under the contract without extra cost to IWAI.

7.0 Obligations and Responsibility/Inputs by IWAI

- a) IWAI shall assist to the Consulting organization to obtain all mandatory clearances and permissions for collection of secondary data from the respective Government Departments. However, it shall be on the part of Bidder to get all these permissions. The Consultant has to pay all the necessary fees for collection of secondary data.
- b) IWAI shall furnish updated Feasibility Report/Detailed Project Report of the project to the successful Bidder at the time of work execution only for taking reference. EIA-EMP studies to be carried out as per latest MoEF&CC requirements only based on actual data.
- c) Fees to be paid to the Statutory Authorities for obtaining NOC, Forest, Wild life Clearance *etc.* will be borne by the employer/IWAI.
- d) If baseline data generation, stakeholder consultation or public hearing (PH) is planned for the project stretch, the EIA consultant shall inform in advance and participation of IWAI representative would be mandatory during that period.

8.0 Payment Terms and Conditions

The terms and conditions of payment along with desired deliverables by employer/IWAI for the proposed assignment have been summarized below.

Payment Terms and Conditions

Sl. No.	Description of Deliverables	No. of Copies		Time Schedule (in Moths)	Payment Terms
		Hard	Soft		
1.	Inception Report (IR)	03	1 CD	21 Days	15%
2.	A. Draft Application Form-1, Layout Plan along with Pre-Feasibility/DPR as per Guidelines for relevant Statutory Clearances (EC & CRZ) for online submission on MoEF&CC website.	03	1 CD	1 Month	
	B. Draft Presentation for EAC Meeting at MoEF&CC (EC & CRZ) to obtain final/ approved ToR for EIA-EMP study	03	1 CD	1 Month	
	C. Draft Application for CTE of Terminal for IWAI Review.	03	1 CD	1 Month	
3.	A. Draft EIA-EMP Report for IWAI review and comments.	03	1CD	4 Months	25%
	B. Draft Executive Summary of EIA-EMP Report for Public Hearing (if required) in English and Local Language.	03 copies of each	1 CD	4 Months	
	C. Draft Application/Letter and	03	1 CD	4 Months	

Sl.	Description of Deliverables	No. of Copies		Time Schedule	Payment
	Presentation Material for Public Hearing (if required)				
4.	A. Draft Final EIA-EMP Report for Public Hearing (if required)	15	1 CD	5 Months	25%
	B. Draft Final Executive Summary of EIA-EMP Report for Public Hearing (if required) in English and Local Language.	15 of each	1 CD	5 Months	
	C. Final Application / Letter and Presentation Material for Public Hearing (if required)	03	1 CD	5 Months	
	D. Proceedings of Public Hearing (Videography, Public Queries, attendance sheets etc.) for IWAI Record (If done).	03	1 CD	5 Months	
	E. Draft Presentation Material for MoEF&CC to obtain clearances	03	1 CD	5 Months	
5.	A. Final EIA-EMP Report after incorporation of observations after Public Hearing (If done)	05	1 CD	6 Months	25%
	B. Final Executive Summary of EIA-EMP Report in English and Local Language after Public Hearing (If done)	05 copies of each	1 CD	6 Months	
	C. Final stand alone EMP for inclusion in Contractor Bid Document.	05	1 CD	6 Months	
6.	All Mandatory Statutory Clearances (EC, CRZ, CTE etc)	One original copy of each clearance/ NoC/Permit.		6 Months	6 Months

Note:

- (i) GST will be reimbursed to the EIA Consultant on producing proof of payment.
- (ii) After submission of report, the same shall be accepted within 7 days if everything in report is ok. Otherwise, IWAI shall initiate about the deficiency for rectification/modification.
- (iii) No advance payment shall be released by IWAI for mobilization to the study area.

9.0 Mode of Payment

The complete invoices in all respects is to be raised by the Consultant/Bidder to 'The Chief Engineer - 3, 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.

10.0 Guidelines for Documentation, Presentation and Submissions

- 10.1 All reports and documents should be properly indexed and properly page numbered.
- 10.2 Period, date and time (environmental baseline data generation) of data collection should be clearly indicated.
- 10.3 Authenticated English translation of all required material (executive summary) provided in Regional language.

- 10.4 Submission of proposals for clearances to the respective departments and authorities does not mean grant of NoC for that particular assignment.
- 10.5 The EIA consultant has to provide details of the NABL/MoEF&CC approved Laboratory to be hired for generation of environmental baseline data. The baseline environmental data to be included the draft and final EIA Report.
- 10.6 The consultant shall provide all required technical assistance to IWAI for obtaining the necessary project related clearances from the Ministry of Environment, Forests and Climate Change (MoEF&CC) and other Statutory and Non- Statutory Bodies.
- 10.7 The consultant 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 clearances and permissions within the quoted prices.
- 10.8 The consultant shall carry out the environmental study as per the latest rules & regulations / norms / amendments / guidelines whenever issued by the Statutory Bodies during currency of the contract shall be within the scope of services.
- 10.9 The services like presentation, attending meetings / public & stakeholder's consultation, public hearing, liasoning with relevant Statutory / Non-Statutory Bodies *etc.* shall be within the scope of services for obtaining the clearances.
- 10.10 Except for the modifications and deviations that are specifically agreed by IWAI, the consultant shall strictly perform the work and successfully complete the same in all respect as per the Terms and Conditions contained in the Bid documents. It is to inform that time is the essence of the contract as the work under this contract is very important and critical for the project.
- 10.11 The consultant 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 assignment/works. The responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all times during the period of contract shall be that of the selected bidder alone. The selected bidder's/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 Consultant shall be in joint name of the owner and the Consultant. The Consultant 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 equipment, during handling, transporting, testing shall be to the

account of the Consultant. The Consultant 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.

- 10.12 The selected Bidder shall depute well-qualified officers/team having sufficient experience in execution of works of the type indicated in the Bid documents as well as necessary equipments as required for the work. If the progress of work is found unsatisfactory during the currency of the contract, bidder shall promptly mobilize additional personnel/resources for ensuring satisfactory progress and timely completion of the environmental study under the contract at no extra cost to IWAI.

11.0 Role & Responsibilities of the Key Experts/Consulting Organization

- 11.1 The Key Experts of the Consulting Organization will visit the study area and to collect the required data from primary as well as secondary sources for preparation of EIA-EMP Report of the proposed stretch of NW-5. The EIA report shall be prepared based on generation of one season environmental baseline data (excluding monsoon period) and to formulate an effective EMP and SMP for the proposed project.
- 11.2 Prior to generation of environmental baseline data on ambient air, water, noise, soil and aquatic biota *etc.*, the consultant will inform to project proponent (IWAI) at least before 1 week. The expert concerned at IWAI will visit the site along with the consultant team for selection of sites to be monitored for baseline data generation. In this regard, all expenses for journey including travel cost, lodging and boarding to be borne by the consulting organization. If one additional visit is required during public hearing (if required), the consultant will also borne the expenditure of at least 2 representatives of IWAI for participation in the public hearing (PH) meeting.
- 11.3 As per the scope of service, all relevant mandatory statutory clearances (approvals, permissions, consents, no-objection certificates) to be provided by the EIA consultant to project proponent (IWAI) from the concerned State (village panchayats, municipalities, urban local bodies) as well as Central Government Level Authorities within stipulated time in agreement to avoid any kind of violation related to environmental and social safeguards and regulations as issued and notified by the State and Central Government for integrity and conservation perspective of environment.
- 11.4 Timely submission of online applications and other relevant documents like PFR/FR/EIA-EMP Reports and CRZ related maps *etc.* to the concerned

authorities for obtaining mandatory statutory clearances under the proposed project shall be sole responsibility of the consultant as per the scope of service. In this regard, the required fee for same will be paid by the project proponent (IWAI) such as CRZ scrutiny fee for CRZ clearance, if land acquisition required for the project due to unavoidable circumstances *etc.*

- 11.5 The Consulting Organization will conduct an exercise for the analysis of alternatives to minimize environmental and social impacts as far as possible. In this regard, the key experts may review the earlier studies and available documents at IWAI before mobilization for site visit.
- 11.6 The Consulting Organization will have to cover all environmental features such as project site, geology, biodiversity, topography, climate, transport and connectivity, demographical profile, socio-cultural and economic aspects, villages, settlements, population dynamics, one season baseline data on environmental components (ambient air, water, noise *etc.*) and meteorological data of the proposed stretch in respective sections of the Reports.
- 11.7 The Consulting Organization will examine both positive and negative impacts of proposed project on the nearest settlements and existing environmental conditions.
- 11.8 Examine baseline Environmental quality along with projected incremental load due to the project.
- 11.9 Details of the waste to be generated and treated along with its disposal should be examined.
- 11.10 The evaluation of impacts should be analysed 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.
- 11.11 Identify, predict and assess the environment and sociological impact on account of the project.
- 11.12 To examine environment and social budget for next phases of the project for effective management. This shall be incorporated in EIA-EMP Reports.
- 11.13 If any wildlife, rare and threatened species of aquatic as well as terrestrial biota are being affected by the proposed project interventions, then need to prepare a species oriented specific conservation management plan (CMP) with close consultation with the concerned Authority.
- 11.14 All the proposed experts for this study should have QCI/NABET accreditation. In this regard, the consulting organization has to proof their accreditation and

proposed experts for this study.

- 11.15 Authorized person for communication with the project proponent (IWAI) shall be EIA Coordinator (Team Leader) only. All deliverables like reports, submission of invoice for the work to be submitted by him against each milestone. If any specific query sought by the project proponent (IWAI) on any subject matter, the EIA Coordinator (Team Leader) will depute to him for detailed discussions and clarifications as per their subjects of expertise at IWAI.
- 11.16 During kick of meeting, the consulting organization has to present their all key experts along with their original documents for verification. If any expert doesn't able to present their original certificates, the mobilization to be hold for few days. After showing the original documents to IWAI, may proceed for the work.

SECTION - VII: STANDARD FORMS OF CONTRACT

1.0 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 Chairman, 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 Annexures/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 **“GC”** 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 - VI 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 marine 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) **(i) PARTIES:**

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 Chairman on behalf of Employer may, without prejudice to any other right or remedy of The Employer, cancel/terminate the Contract.

(i) 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,

**Chief Engineer – III,
Inland Waterways Authority of India,
A – 13, Sector – 1, Noida – 201301. U. P.
Tel. No. 0120- 2474007
Fax No. 0120- 2522969
Website: www.iwai.nic.in
E-Mail: vk.kureel@iwai.gov.in ; aselvakumar.iwai@nic.in ; hashin@iwai.gov.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 consultant will have to execute an agreement with IWAI on Rs.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 consultant.
- iii) The acceptance of tender shall rest with the IWAI. The IWAI reserves the right to reject tender received without assigning any reasons whatsoever.

- iv) The right to award, split 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 consultant 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 consultant shall insure all their personnel working on this project and keep IWAI indemnified of all liabilities, loss *etc.*
- vii) The rate quoted by the consultant will remain valid for 90 days from the date of the opening of the financial bid.
- xi) Suitable extension of consultancy period may be granted by IWAI only for reasons eligible for consideration. The consultant shall make request for the same in writing in advance indicating the reasons and period of extension desired.
- xii) The consultant shall not change nature and level of technical experts as well as other staff indicated in the Bid.
- xiii) The Consultant shall be fully responsible for the correctness and accuracy of all the data, analysis, facts and documents *etc.*
- xiv) The consultant 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 Obtain from the stakeholders in this sector.
- xv) The consultant 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 consultant 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, stake holders including State/Central Government Department 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 consultant during the course of the assignment.
- 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 Consultant. 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 Contract.

2.1 **Commencement & Completion of Contract:** The consultant shall begin carrying out the services from the date of issuance of LOA (letter of award). The consultant shall complete the work in all respect as per the ToR to the entire satisfaction of the employer within a period of **6 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 expected 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 9ii) 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.

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: 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 the 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 consultant 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-5 shall be guiding factors for deciding the completion stage of the assignment.

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.

3. Obligations of the Consultant

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:** The consultant 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.
- 3.5 **Reporting Requirements:** The consultant 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 consultant is to submit various reports as mentioned.
- The consultant is required to make a presentation at appropriate place (to be decided from time to time) on their Inception Report, Draft EIA-EMP Report, 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 Employer prior approval in wiring 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 Deposit (SD) / Performance Guarantee (PG)

4.1 The successful bidders' EMD will be converted in to security deposit (SD) and the successful bidder has to remit balance amount of Security Deposit Balance Security Deposit (*i.e.* Total 5% Security Deposit deducting EMD submitted with technical bid) in the form of Demand Draft. 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 in the form irrevocable bank guarantee from nationalized/schedule bank in India with validity of 180 days beyond the contract period. This Security deposit/performance bank guarantee shall be submitted within 21 days after the issuance of LOA.

4.2 The total security deposit/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 deposit.

4.4 If the consultant 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 deposit furnished by the consultant. However, if the consultant 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 deposit to the consultant 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 Consultant.

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

- 5.1 (a) No advance payment shall be made:
(a) Payment terms and conditions shall be as per this tender document.

6. Liquidated Damage

- i. If consultants fail to complete the whole of the works within the period specified under the agreement, the consultant shall pay to the IWAI as fixed and agreed liquidated damages and not as penalty @0.5% of the agreed fees for each week of delay.
- ii. The aggregate maximum of liquidated damage payable to the IWAI under this clause shall be subject to a maximum of 10% of the total agreed fees.

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 of a person so nominated by the Chairman, IWAI such arbitrator shall have the right to extend the period of arbitration proceedings with the consent of the parties. The venue of the arbitration shall be Noida. In view of the arbitration proceedings, the work under the agreement should not be suspended.

8. Defect Liability Period (DLP)

The consultant shall keep IWAI indemnified against all claims arising out of this contract but not settled within this period. The consultant shall settle all pending claims within this period. Defect Liability period shall be 6 months beyond the contract period or after the submission of last deliverable as defined in Clause – 4 of ToR, whichever is earlier.

9. Laws Governing the Contract

- 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.

10. Professional Liability

10.1 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:

10.1.1 For any indirect or consequential loss or damage; and

10.1.2 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.

10.2 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.

11. Miscellaneous Provisions

11.1 The consultant notifies the employer of any material change in their status, in particular, where such change would impact or performance of obligations under this contract.

11.2 The consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment.

- 11.3 The consultant 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.
- 11.4 The consultant 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.
- 11.5 The consultant 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.
- 11.6 All claims regarding indemnity shall survive the termination or expiry of the contract.
- 11.7 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.

SECTION - VIII: ANNEXES

ANNEXURE – 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 – 201301, Uttar Pradesh

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 Impact Assessment (EIA)- Environmental Management Plan (EMP) along with Obtaining Mandatory Statutory Clearances (EC, CRZ etc) for developing the stretch of Mahanadi River (NW-5) from “IFFCO Bagging Plant” at Musadia to Mahanadi River Sea Mouth in the state of Odisha**”, on production of Performance security in the form of Bank Guarantee for Rs (Rupees.....only), at the request of **Consultant**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding Rs..... (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 Rs (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Consultant** 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 **Consultant** 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 **Consultant** 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 Rs.....(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 filled with us on or before or the extended date

ALL OUR RIGHTS UNDER THE GUARNTTEE 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 2017 for
(Indicate the Name of Bank)

Signature :

Name of the Officer :

(In Block / Capitals)

Designation Code No. :

Name of the Bank and Branch (SEAL)

ANNEXURE – II

AGREEMENT FORM

“Consultancy Services for Environmental Impact Assessment (EIA)-Environmental Management Plan (EMP) along with Obtaining Mandatory Statutory Clearances (EC, CRZ *etc*) for developing the stretch of Mahanadi River (NW-5) from “IFFCO Bagging Plant” at Musadia to Mahanadi River Sea Mouth in the state of Odisha”

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

[EIA CONSULTING ORGANIZATION]

This agreement made on this day of Two thousand seventeen 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 Impact Assessment (EIA)-Environmental Management Plan (EMP) along with Obtaining Mandatory Statutory Clearances (EC, CRZ *etc*) for developing the stretch of Mahanadi River (NW-5) from “IFFCO Bagging Plant” at Musadia to Mahanadi River Sea Mouth in the state of Odisha”** as per the work Order No.

dated in 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 Impact Assessment (EIA)-Environmental Management Plan (EMP) along with Obtaining Mandatory Statutory Clearances (EC, CRZ *etc*) for developing the stretch of Mahanadi River (NW-5) from “IFFCO Bagging Plant” at**

Musadia to Mahanadi River Sea Mouth in the state of Odisha” 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 Impact Assessment (EIA)-Environmental Management Plan (EMP) along with Obtaining Mandatory Statutory Clearances (EC, CRZ etc) for developing the stretch of Mahanadi River (NW-5) from “IFFCO Bagging Plant” at Musadia to Mahanadi River Sea Mouth in the state of Odisha”**, 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 contact
- d) Schedule of the price bid
- e) Agreement form
- f) Technical Bid No. with Date.
- g) Addendums / Corrigendums
- h) Minutes of Pre-bid Meeting
- i) All Correspondence
- j)
- k)

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)

ANNEXURE – 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 :

ANNEXURE – 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.

Authorized Signatory:

Authorization No.

Date :

Name :

Official Seal / Stamp

ANNEXURE – V

TENDER ACCEPTANCE LETTER **(To be given on Company Letter Head)**

Date:

To,

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

Subject : Acceptance of Terms & Conditions of Tender.

Tender Ref. No. :

Name of Tender : “Consultancy Services for Environmental Impact Assessment (EIA)-Environmental Management Plan (EMP) along with Obtaining Mandatory Statutory Clearances (EC, CRZ etc) for developing the stretch of Mahanadi River (NW-5) from “IFFCO Bagging Plant” at Musadia to Mahanadi River Sea Mouth in the state of Odisha”

Dear Sir,

1. I / We have downloaded /obtained the Tender document(s) for the above mentioned ‘Tender/Work’ from the website(s) namely: www.iwai.nic.in or <https://eprocure.gov.in/eprocure/app> as 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)

ANNEXURE – VI

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 2017

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Hydrographic Chief, Inland Waterways Authority of India, A - 13, Sec. – 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 Impact Assessment (EIA)-Environmental Management Plan (EMP) along with Obtaining Mandatory Statutory Clearances (EC, CRZ etc) for developing the stretch of Mahanadi River (NW-5) from “IFFCO Bagging Plant” at Musadia to Mahanadi River Sea Mouth in the state of Odisha”**.

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 participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/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 Bidder 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 Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Consultant as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Consultant 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 Bidder/Consultant 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 Consultant 18 months after the 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) If the Consultant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners

and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by The 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 :

ANNEXURE – VII: INDEX MAP OF THE STUDY AREA





