

# TENDER

For

**CONSULTANCY SERVICES FOR ENVIRONMENT IMPACT  
ASSESSMENT (EIA) AND ENVIRONMENT MANAGEMENT  
PLAN (EMP) STUDIES AND OBTAINING ENVIRONMENT,  
CRZ, WILD LIFE AND FOREST CLEARANCES FOR  
DEVELOPING THE STRETCH BETWEEN PEDAGANJAM  
AND ENNORE OF NORTH BUCKINGHAM CANAL IN  
NATIONAL WATERWAY-4**

**September- 2015**



**INLAND WATERWAYS AUTHORITY OF INDIA**

Ministry of Shipping, (Government of India)

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

Email: [iwainoi@hub.nic.in](mailto:iwainoi@hub.nic.in)/[cepm.iwai@nic.in](mailto:cepm.iwai@nic.in)

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

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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) 2543931: Fax (0120)2522969

Email: [iwainoi@hub.nic.in](mailto:iwainoi@hub.nic.in)/[cepm.iwai@nic.in](mailto:cepm.iwai@nic.in)

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

No. IWAI/NW-4/8/2014-15

## NOTICE INVITING TENDER

1. Inland Waterways Authority of India (IWAI) invites online tenders/ bids in two cover systems (Cover I - Technical bid and Cover II - Financial Bid) for consultancy services for obtaining Environmental, CRZ and wild life clearances for developing the stretch between Pedaganjam and Ennore of North Buckingham Canal in National Waterway-4 **from the NABET/QIC accredited EIA category “A” consultant firms** as per the detail below: -
  - i. **The scope of the work:-** In brief, the consultancy services shall be Environmental Impact Assessment(EIA) and Environmental Management Plan (EMP) study, public hearing and obtaining Environment, CRZ, forest and wild life clearances having further studies if considered essential for developing the stretch between Pedaganjam and Ennore of North Buckingham Canal in National Waterway-4. The detailed terms & reference (TOR)/scope of the work shall be as in the clause no. 4 of the General Condition of the contract.
  - ii. Interested bidders may download tender document online from the site <https://eprocure.gov.in/eprocure/app> and IWAI's website “ [www.iwai.nic.in](http://www.iwai.nic.in) ” and are advised to pay Rs. 5,000/- (Rupees Five thousand only) as the cost of bid document in the form of non-refundable demand draft in favour of ‘IWAI Fund’ payable at Noida/New Delhi at any Nationalized/scheduled bank for submitting the bids.

## CRITICAL DATE SHEET

<b>Estimated Cost</b>	Rs.7.38 Cr
<b>Publishing Date</b>	01.09.2015 at 1800 Hrs.
<b>Pre bid Meeting</b> (Minutes of the pre bid meeting will be uploaded on IWAI & eprocure website which will be treated as a part of the tender document. All prospective bidders are requested to attend the pre-bid meeting and give their views on the tender documents.)	10.09.2015 at 1500 Hrs. (IWAI, A-13, Sector-1 Noida)
<b>Document Download Start Date</b>	01.09.2015 at 1800 Hrs.
<b>Document Download End Date</b>	29.09.2015 at 1500 Hrs.
<b>Bid Submission Start Date</b>	23.09.2015 at 1500 Hrs.
<b>Bid Submission last Date</b>	29.09.2015 at 1500 Hrs.
<b>Bid Opening Date</b>	29.09.2015 at 1530 Hrs.
<b>Cost of Tender Document</b>	Rs. 5,000/-
<b>EMD</b>	Rs. 14.76 lakh

- iii. The Hard Copy of original instruments in respect of cost of tender document, earnest money, must be delivered to the office of Chief Engineer (P&M) on or before bid closing or

opening date & time. Bids submitted without original payment instrument like DD, etc., against the submitted bid shall automatically become ineligible and shall not be considered. The Demand Draft attached/submitted for tender fee shall be non-refundable. However, the scanned copy of the demand drafts for cost of bid document and EMD shall be uploaded along with the technical bid.

- iv. A signed declaration stating that no alteration has been made in any form in the downloaded tender document/bid is to be enclosed with the tender by bidder for downloaded tenders. The amendment /clarification, if any, to the document will be available on the above website.
- v. Tenderer shall agree to the terms & conditions of the tender and submit the tender online. Duly filled and signed Tender Acceptance Letter as per Annex-VI may be uploaded agreeing the same.

## **2. Eligibility Criteria:-**

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

- i) Applicants should be one among the Consultancy organization accredited for Category 'A' projects in sector no.33 (i.e. Ports, harbour, jetties, marine terminals, breakwater and dredging) by QCI / NABET as per List of Accredited EIA Consultant Organizations published in the **MoEF website dated July 06, 2015.**
- ii) The following criteria shall be adopted for assessing eligibility of the bidders:  
The bidder should have completed in the past seven years:
  - a. At least three similar works each costing not less than Rs. 3.69 Cr (50% of estimated cost of work), or
  - b. Two similar works each costing not less than Rs. 4.43 Cr (60% of estimated cost of work), or
  - c. One similar works costing not less than Rs. 5.91 Cr. (80% of estimated cost of work),

Note: Similar works means providing Consultancy service accredited for Category 'A' projects in sector no.33 (i.e. Ports, harbour, jetties, marine terminals, breakwater and dredging) by QCI / NABET as per List of Accredited EIA Consultant Organizations published in the **MoEF website dated July 06, 2015.**
- iii) 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. Performance certificates from customers/clients shall also be submitted.
- iv) The firm should have a solvency of minimum Rs. 2.96 Cr (40% Of estimated cost).
- v) Average Annual Turnover during the last three (3) years ending 31<sup>st</sup> March of the previous financial year should be at least Rs. 7.38 Crores (Rupees Seven Crores Thirty eight lakh only). Tenderers shall provide financial turnover of the firm for the last three years.

- vi) Any entity which has been barred by the MoEF, NABET / QCI, Central Government, any State Government, a statutory authority 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 date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- vii) The bidder shall furnish enough details / documents in the technical bid regarding their own / parent company experience, capability and resourcefulness. The bidder shall also furnish experience list.
- viii) The bidder shall indicate following also:  
Maximum value of the order executed along with the details i.e. name and full address, telephone / fax number / email ID of the customer, value of the order, scope of work etc. Completion period and time limit for completion of the work stipulated in order, actual completion period and time taken for completion, with reasons for delay if any, together with the performance certificates from respective customers.
- ix) The firm shall be financially solvent having adequate resources for successful execution of the consultancy work with documentary evidence.
- x) The tenderer shall be income tax assessee and shall accordingly submit the Audited Balance Sheet for the last three years.
- 3. Tender must be accompanied with scanned copy of all documentary evidence of credentials viz. similar works done, performance certificate, financial performance and all other documents as specified in the ITB (Instruction to Bidders).
- 4. Clarification/Query if any on the bid document shall be obtained from the following address:  
  
Chief Engineer (P&M)  
Inland Waterways Authority of India  
A-13, Sector-1  
Noida-201301  
Tel: (0120) 2543931, Fax (0120) 2544041  
Website: [www.iwai.nic.in](http://www.iwai.nic.in) Mob: 09717622733.
- 5. 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 (P&M)**  
**IWAI, Noida**

## **Section -II**

### **INSTRUCTION TO THE BIDDERS (ITB)**

#### **GENERAL**

1. **Submission of Tenders:** Tenders should be submitted in two covers:-

**(i) Cover-I: Technical Bid:**

The consultant shall submit online the technical bid keeping in view the scope of work listed in the TOR which must include a short write up on the approach to the work and methodology to be adopted, detailed work programme, the details on the deployment of technical personal & domain experts with their qualification, experience, details of the company or the firm its organisation structure/ set up for carrying out the study, details of the consultancy work already completed successfully and the work in progress..

- a. Scanned copy of full profile of the Company with details such as composition/ownership/shareholding pattern, details of top management (Board members), key officials with documentary evidence, background of the organization with respect to similar experience and brief description of projects undertaken (for the past 3 years) in the relevant field including scope of work and nature of consultancy services offered. The details of the consultancy work carried out may be furnished, alongwith the cost, duration and completion status. Copies of completion certificate in case of completed studies and copies of work order / agreement in case of ongoing studies shall be submitted as proof of work experience.
- b. Scanned copy of Proof of successful completion of consultancy services for EIA/EMP studies (with completion certificates issued by the client) for similar works during last 7 years as detailed below –
  - Consultancy services for one EIA/EMP studies / similar works costing not less than Rs 5.91 Cr (80% of estimated cost of work), or
  - Consultancy services for two EIA/EMP studies / similar works costing not less than Rs 4.43 Cr (60% of estimated cost of work) each, or
  - Consultancy services for three EIA/EMP studies / similar works costing not less than Rs 3.69 C (50% of estimated cost of work) each,
- c. The firm should have a solvency of minimum Rs. 2.96 Cr (40% Of estimated cost).
- d. Scanned copy of the proof of EMD as specified in Clause and Scanned copy of proof of tender fee.
- e. Scanned copy of list of experts and key man power with complete CV's who would be associated with the present assignment with their specific scope of work. This should be supported by letters from those associates.
- f. Scanned copy of a signed declaration stating that the tenderer/ bidder has not made any addition / deletion / change to any of the tender clauses and it is exactly as per the document available at <https://eprocure.gov.in/eprocure/app>
- g. Scanned copy of the Average Annual Turnover during the last three (3) years ending 31<sup>st</sup> March of the previous financial year should be at least Rs. 7.38 Crores (Rupees Seven Crores Thirty eight lakh only). Tenderers shall provide financial turnover of the firm for the last three years.
- h. Scanned copy of Service Tax Registration certificate.
- i. Scanned copy of Copy of PAN card.
- j. Scanned copy of any other details mentioned in eligibility criteria, which consultant may feel relevant.

- k. Scanned copy of Bank account details for transaction through e-payment in format given at Annex- III & Annex - IV.
- l. Scanned copy of Tender Acceptance Letter duly filled and signed as per Annex-VI

**It may please be noted that the technical proposal shall not contain any reference to the consultancy fee.**

**(ii) Cover-II: Price Bid.**

Price Bid in excel format (BoQ\_XXXXX) provided along with this tender 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 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 cost including cost of all documents and reports etc. which would be required to be prepared and submitted by the consultants during the course of the assignment.
  - (c) All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for service tax which will be reimbursed to the contractor 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.

**2 Instructions to the Consultants/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>**

- a) 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.
- b) Bidder should do the enrolment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available "Enrol 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.
- c) Bidder need to login to the site through their user ID/password chosen during enrolment/registration.



- d) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Authority recognized by CCA India on e-Token/SmartCard, should be registered.
- e) The DSC that is registered only, should be used by the bidder and should ensure safety of the same.
- f) Consultant/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- g) After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- h) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- i) Bidder then logs in to 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 eToken/SmartCard to access DSC.
- j) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- k) From the favourites folder, he selects the tender to view all the details indicated.
- l) 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.
- m) 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. Each document to be uploaded through online for the tenders 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.
- n) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- o) 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 send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- p) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority 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.
- q) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- r) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- s) 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.
- t) 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 General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

- u) 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 rejected.
- v) 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.
- w) 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 submission of bids online by the bidders at the eleventh hour.
- x) 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.
- y) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- z) 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 this time during bid submission.
- aa) 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.
- bb) 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- cc) 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.
- dd) 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.
- ee) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.  
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
- ff) If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business address(s) or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender.
- gg) If the tender is submitted by a limited company or limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

- hh) Earnest money deposit as specified for schedule must accompany the tender. This deposit shall be in favour of IWAI FUND in the shape of demand draft or Bank Guarantee on any Nationalized Bank or Scheduled Bank of India payable at Noida/New Delhi.
- The earnest Money Deposit shall be refunded to the unsuccessful tenderer.
  - Interest shall not be paid on Earnest Money Deposit.
  - The E.M.D shall be forfeited on the following grounds:
- (i) In case of the tenderer, submitted the false certificate in term of any documents supported to such tender.
- (ii) If the tenderer fails to sign the contract in accordance with conditions of contract on receipt of award of work

OR

- (iii) If the tenderer fails to furnish the security deposit in accordance with conditions of contract.
- ii) The tenderer shall not be entitled during the period of validity of their offer, without the written consent of the Authority to revoke or withdraw their tender or vary in any respect the tender given or any term thereof. In case of a tenderer revoking or withdrawing his tender or varying any terms in regard thereof without the consent of the Authority in writing, his earnest money paid along with the tender shall be forfeited.
- jj) The tenderer may quote for schedule submits the required EMD and also for the purpose of qualifying indicate that at least one or more similar work Specified in NIT has been carried out satisfactorily during the last three years. The original tender document duly signed in every page by authorized signatory shall be returned with the offer.

### **3. Bid opening and evaluation**

- 3.1 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. 'Financial Bid' of those bidders whose technical bid has been determined to be responsive and on evaluation fulfills the criteria shall be opened on a subsequent date, which will be notified to such bidders.
- 3.2 The Owner will open the online "Technical Bid" of all the bids received , including modifications of Technical Bid in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified. In the event of the specified date for the submission of bids being declared a holiday for the Owner, the Bids will be opened at the appointed time and location on the next working day.
- 3.2.1 Bidder's names, the presence of bid security and such other details, as the Owner may consider appropriate will be announced by the Owner after the opening.
- 3.3 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the Owner at the opening as the Owner may consider appropriate, will announce the bidders' names and such other details.
- 3.4 After the opening of the technical bids their evaluation will be taken up with respect to bid security, qualification information and other information furnished in Technical bid

thereafter on fulfilling the criteria laid down in Bid Evaluation, a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

- 3.5 The Owner 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.
- 3.6 At the time of the online opening of the 'Financial Bid', 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 Owner may consider appropriate will be announced by the Owner at the time of bid opening.

#### **4. MAN POWER REQUIREMENT**

- I. In order to carry out the assignment as per the schedule and considering the ToR it is required to engage the services of following domain experts/professionals.

S.No	Category of professional (s)	Qualification and Experience
1	EIA Coordinator	Must be a QCI/NABET Accredited EIA Coordinator for Ports & Harbour Projects, Category 'A'
2	Air Pollution Expert	Must be a QCI/NABET Accredited Category 'A' Expert,
3	Noise Quality and Vibration expert	Must be a QCI/NABET Accredited Category 'A' Expert,
4	Geology Expert	Must be a QCI/NABET Accredited Category 'A' Expert,
5	Soil Expert	Must be a QCI/NABET Accredited Category 'A' Expert,
6	Water Quality Expert	Must be a QCI/NABET Accredited Category 'A' Expert,
7	Ecology & Biodiversity Expert	Must be a QCI/NABET Accredited Category 'A' Expert,
8	Solid Waste Management Expert	Must be a QCI/NABET Accredited Category 'A' Expert,
9	Socio-economic Expert	Must be a QCI/NABET Accredited Category 'A' Expert,
10	RA & DMP Expert	Must be a QCI/NABET Accredited Category 'A' Expert,

11	Hydrology Expert	Must be a QCI/NABET Accredited Category 'A' Expert,
12	Land Use Expert	Must be a QCI/NABET Accredited Category 'A' Expert,

## 5. **EVALUATION OF THE BIDS**

- a. An Evaluation Committee appointed by the Employer will carry out for tender evaluation applying the evaluation criteria and point system specified as follows and each responsive proposal will be attributed a technical score. The technical bids as received will be evaluated in the first instance. Only bids which are technically qualified & at per shall be considered for operating their financial bids
- b. The points earmarked for evaluation of technical bids would generally be as follows:

Sl. No	Description	Points
1.	The consultants relevant experience for the assignment	40
2.	The quality of methodology proposed	10
3.	The qualifications of the key experts/professionals proposed	30
4.	Added advantage for experience in development of Projects on IWT	10
5.	Bonus marks for any successful work on similar work	10
	<b>Total</b>	<b>100</b>

The points given to evaluation sub-criteria for qualification of key technical personnel/domain EXPERTS proposed are:

Sl.No.	Description	Points
1.	General qualification	30
2.	Adequacy for study	50
3.	Experience in study/ consultancy work on IWT projects	20
	<b>Total</b>	<b>100</b>

- c. The technical proposal should score at least 75 points out of 100 for being considered for becoming eligible for opening of financial bid. In other words, financial bids of only those bidders whose technical bids score 75 points or more (out of 100) would be opened for further processing.

## 6. **GENERAL INFORMATION TO THE BIDDERS**

The consultant shall carry out the consultancy services in accordance with accepted bid and tender conditions mentioned hereunder and submit accordingly.

- i. Consultants are advised to review the Act on Inland Water Transport or Marine sector, corresponding rules/regulation already existing in advance countries for drafting the Act to make the same upto date & latest. The consultant shall be deemed to have full knowledge of the scope of work terms & condition arranging the seminar/workshop etc.

- ii. The successful consultant will have to execute an agreement with Employer on Rs. 100/- stamp paper (non-judicial). Format of agreement is placed at **Annex -II**. The conditions of the agreement shall be binding on the consultant.
- iii. The acceptance of tender shall rest with the Employer. The Employer reserves the right to reject any or all tenders 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 condition of contract shall be brought to the notice of the consultant and given an opportunity to explain the fact, but the Employer 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 will submit to the Employer a bill in triplicate on completion of each stage of consultancy service giving the details of fees, charges, service rendered etc for payment by the Employer.
- vii. The rate quoted shall include all taxes, duties, etc. such as sales tax/ octroi, duties, toll and service tax.
- viii. The rate quoted by the consultant will remain valid till the consultancy work is fully completed. Any change in the taxes and levies during the execution of the project shall however be compensated on production of proof by the consultant.
- ix. The consultant shall not change nature and level of technical experts as well as other staff indicated in the proposal.
- x. The consultant shall undertake to supply additional copies (not exceeding 5 nos.) of the drawings, reports, etc. at free of cost upon the request of the Employer.
- xi. The consultant shall not without the prior written approval of the Employer, concede, transfer or sublet 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 of 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.
- xii. Consultancy fees quoted for the work would deem to have included all the incidental cost of all the reports, documents etc. which would be required to be prepared by the consultant during the course of the arranging the seminar/workshop etc for obtaining the views/suggestion of the stake holders.
- xiii. In the event of consultant's firm closing its business, Employer 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 service then completed. In this regard, decision of the Employer shall be final and binding on the consultant.

- xiv. Conditional bids submitted by the bidder will be liable for rejection at the discretion of IWAI.

**7. SUBMISSION OF TENDER**

The technical and financial bids complete in all respects should be submitted online in website <https://eprocure.gov.in/eprocure/app> by 15:00 hours on 29.09.2015

**8. VALIDITY OF OFFER**

The offer shall be valid for at least 90 days from the date of opening of technical bids.

**9. CONSULTANCY PERIOD:**

The total period of consultancy services shall be 8 months from the date of the signing of the contract with employer after the placement of work order

**FORM OF TENDER**

To,

Chief Engineer (P&M)  
IWAI,A-13, Sector -1,  
Gautam Budh Nagar  
**NOIDA (201301), (U.P.)**

Dear Sir,

We (M/s ----- of -----) having read and fully understood the specification, conditions of tender and general conditions of contract hereby tender to consultancy services in accordance with and so forth in Notice Inviting Tender, General 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 general Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Authority shall constitute the contract.

We have deposited with the Chief Engineer (P&M), IWAI, NOIDA an amount of Rs. ----- (in words) vide DD No. ----- of ----- Bank dated ----- as Earnest Money for the tender.

Should Authority ask for a break up of our price, we shall submit the same forthwith giving adequate justification to establish its veracity, failing which the Authority 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 Authorised to sign the tender on behalf  
of the consultant)

Witness\_\_\_\_\_

Name \_\_\_\_\_

Signature\_\_\_\_\_

Designation \_\_\_\_\_

Name\_\_\_\_\_

Name of Company\_\_\_\_\_

(IN BLOCK LETTER)

Date\_\_\_\_\_

**Note: All blank spaces to be filled in by the Tenderer and submitted along with tender.**



**GENERAL CONDITION OF THE CONTRACT**

**1. General**

**1.1 DEFINITIONS**

- a. **“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.
- b. **“Consultant”** means any entity or person or association of person who provides the Services to the Employer under the Contract. Joint Venture companies are not covered by this term.
- c. **“Contract”** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Employer and the Consultant together within the documents referred to therein including all the attached documents listed in the tender documents and Annex/Appendices.
- d. **“Personnel”** means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof.
- e. **“Proposal”** means the Technical and Financial Proposals as mentioned under this tender.
- f. **“Sub-Consultant”** means any person or entity with whom the Consultant subcontracts any specific and specialized part of the Assignment/job with prior approval of Employer.
- g. **“Terms of Reference” (TOR)** means the document included as hereunder which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.
- h. **“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.
- i. **“Chairperson/Chairman”** means Chairperson/Chairman of Inland Waterways Authority of India.
- j. **“Chief Engineer (P&M)”** means the Chief Engineer, Project & Marine of the Authority.
- k. **“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.
- l. **“Day”** means a calendar day beginning and ending at mid-night.
- m. **“Week”** means seven consecutive calendar days
- n. **“Month”** means the one Calendar month.
- o. **“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 condition 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 including special 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 general 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.

### 2. (a) PARTIES

The parties to the contract are the consultant and the employer.

#### (b) AUTHORITY OF PERSONS 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 without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the consultant. If it is discovered at any time that the person so signing had no authority to do so, the Chairman on behalf of Authority may, without prejudice to any other right or remedy of the owner, cancel the contract and make or authorize the making of a purchase of the dredger at the risk and cost of such person and hold such person liable to the owner for all costs and damages arising from the cancellation of the contract including any loss which the owner may sustain on account of such purchase. The provisions of clause 11 apply to every such purchase as far as applicable.

#### (c) ADDRESS OF THE CONSULTANT AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE OWNER

- (i) 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 Chairman, Inland Waterways Authority of India, A-13, Sector-1, NOIDA, Gautam Buddha Nagar Distt (U.P.) 201301. The Consultant shall be solely responsible for the consequence of an omission to notify a change of address in the matter aforesaid.
- (ii) Any communication or notice on behalf of the owner, in relation to the contract may be issued to the consultant by the owner, 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 owner.

**3. AUTHORITY OF THE CHAIRMAN:**

For all purposes of the contract including arbitration proceeding there under the Chairman on behalf Authority shall be entitled to exercise all the rights and powers of the owner.

**4. SCOPE OF THE WORK AND DETAIL TERMS OF REFERENCE (TOR)**

**4.1 INTRODUCTION /INTENT:**

Inland Waterways Authority of India (IWAI) intent to conduct EIA-EMP studies and to get Environment Clearances, CRZ and CRZ Clearances from the regulatory/statutory/non-statutory bodies on fulfilling their requirements as per prevailing laws, rules and regulations thereof, through a resourceful Consultant for the project for development of the stretch between Pedaganjam and Ennore of North Buckingham Canal in National Waterway-4 for inland navigation. (The index map is attached). The stretch also travels in the tidal zone, two wild life sanctuaries namely Bhitorkonika and Gahirmatha as well as reserve forest area.

**4.2 TERMS OF REFERENCE (ToR) & SCOPE OF WORKS / SERVICES TO BE PROVIDED BY BIDDER:**

The Terms of Reference (ToR) obtained from MoEF for the proposed study and obtaining the statutory clearances is annexed at Annexure V. However, notwithstanding to the above ToR for the proposed studies and other activities, a broad scope is specified hereunder outlining the works / services generally expected from the bidder. It is not the intent to specify minute details of each works/services expected from the consultant/bidder. In view of above, the broad scope of the works/ services shall include but not limited to the following:

**4.2.1** The prospective bidder is required to perform the following functions/ activities as set out expressly in this tender documents and any other activities which may be essential and incidental thereto for meeting the intent of IWAI as above and for completion of Draft and final EIA report for EIA Study, Environmental Impact Assessment (EIA) study along with Environmental Management Plan (EMP) as per requirements in TOR and getting Environmental Clearance from MoEF and further compliances as per the requirements, Receipt of CRZ, wild life and Forest Clearances as applicable for the project site, from the concerned statutory/regulatory/non-statutory bodies.

**4.2.2** Accordingly all the necessary studies shall have to be carried out to meet the existing Acts/Rules/Notifications/norms / requirements including EIA notification dated 14.09.2006 and/or CRZ Notification 2011(All amended from time to time), of the Ministry of Environment & Forest and other Statutory and Non-Statutory Bodies for obtaining various project related clearances including comprehensive services, liasoning, presentation, wherever required, attending meetings, comply the conditions laid down in the TOR/EC, Environment clearances, CRZ clearances where applicable, Forest and wild life Clearances wherever applicable, etc till satisfactory completion / commissioning of the Project. Bidder is also required to rework for carrying out the study and modify the study reports and obtain the amended clearances/permissions, if any required.

Further, the TOR as set by the MoEF and annexed in Annex-V shall also be complied.

#### **4.2.3 The scope of services is also inclusive of following:**

- (a) To prepare detailed EIA –EMP Report as decided by IWAI which should be as per the requirements of TOR / EC and shall also cover the points referred in the “Technical EIA Guidelines Manual” published by MoEF and the amendments thereof with completion of all the necessary field works, monitoring, testing etc. including measurement of meteorological parameters for the area of project site.
- (b) Preparation and giving presentation at various stages/to various Authorities for Public Hearing and Public Consultation and providing necessary assistance for the same as per requirements and also for the compliances to the points identified during Public Hearing and Public Consultation.
- (c) Preparation of the IWAI’s compliances as per requirements in TOR for further submission to MoEF.
- (d) Preparation and giving presentation at various stages/ to various Authorities, for getting Environmental Clearance and providing necessary assistance for the same as per requirements.
- (e) Expediting/Follow-up with MoEF/ statutory bodies for the early receipt of Environmental Clearance.
- (f) CRZ mapping demarcation from MoEF approved agency and also further study for wild life clearances shall be responsibility of the consultant. Consultant under the scope of this contract has to perform all the necessary activities like incorporation and submission of required data /details to MoEF/relevant bodies for getting CRZ Clearance / getting NOC for CRZ Clearances, attend various meetings, necessary presentation to the respective statutory bodies, Liasioning / Expediting/Follow-up with them for getting CRZ clearances for the respective project as applicable.
- (g) Preparation/presentation of IWAI’s compliances as per requirements in EC for further submission to MoEF.
- (h) All other works for getting Environmental Clearance /CRZ / Forest/ Wild life Clearances 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/land cover map as per the requirement of MoEF for the project site from approved agency.

#### **4.2.4 GENERAL:**

The scope of EIA-EMP Study shall be complete in all respects in accordance with the latest Guidelines/Acts/Rules/norms/notifications of MoEF and other bodies whichever is stringent, for obtaining necessary project related clearances/permissions from them and shall not be limited to the scope specified in the bid document or clarified herewith.

#### **4.2.5 TECHNICAL ASSISTANCE:**

The consultant shall provide all required technical assistance to IWAI for obtaining the necessary project related clearances from Ministry of Environment & Forest (MoEF) and other Statutory / Non- Statutory Bodies and including attending the TOR meeting, public hearing, clearance meeting and the meetings with the respective officials at Delhi, Hyderabad, Vijayawada, Ennore etc. Also the Consultant shall arrange for presentation to the Authorities / statutory bodies whenever required.

#### **4.2.6 REQUIREMENTS FOR ADDENDUM / REVISED EIA-EMP STUDY REPORTS:**

The Bidder shall be responsible for the correctness of the technical contents /data of the reports and shall submit addendum / revised EIA-EMP Study Reports, if called for to meet the requirements of the Statutory / Non-Statutory Bodies for obtaining project related clearances/permissions within the quoted prices.

#### **4.2.7 CHANGE OF LAW / REVISION IN NORMS OF STATUTORY BODIES VIZ. MOEF:**

The Selected Bidder shall carry out the EIA 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.

**4.2.8** The services like presentation, attending meetings / Public hearing, liaisoning with MoEF / Statutory / Non-Statutory Bodies etc. shall be within the scope of services for obtaining the clearances.

**4.2.9** The details contained in the tender documents are indicative only and not exhaustive. The work will be performed and completed in accordance with tender documents, specifications and latest statutory requirements and ToR of MoEF.

**4.2.10** Except for the modifications and deviations that are specifically agreed by IWAI, the selected bidder shall strictly perform the work and successfully complete the same in all respect as per the terms and conditions contained in the bid documents.

**4.2.11** 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.

**4.2.12** The selected bidder 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 authorised 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 good for the damage or loss by way of repairs and / or replacement of the portion of the works damaged or lost.

#### **4.2.13 SITE ORGANIZATION:**

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 EIA-EMP Study under the contract at no extra cost to IWAI.

**4.2.14** The above reports will also highlight the following and other points as per the latest guidelines of MoEF:

- ◆ Observations on the studies carried out in items referred above.
- ◆ Suggesting mitigative measures to avert any adverse environmental impact and preparation of EMP.
- ◆ Commenting on adequacy of proposed pollution control measures and suggesting additional pollution control measures for the project.
- ◆ Order of investment and operating expenses to be incurred on environmental protection measures and monitoring of environmental parameters for the project.
- ◆ Providing guidelines for environmental monitoring after implementation of the project.

**4.3 OBLIGATIONS AND RESPONSIBILITY / INPUTS BY IWAI:**

- a) IWAI shall assist to the bidder to get all necessary permissions/clearances for the respective project. However it shall be on the part of bidder to get all these permissions. Bidder has to pay all the necessary fees for permissions/ clearances/ collection of data etc. for completion of EIA-EMP Study. However other than above referred EIA-EMP study, the necessary fees shall be borne by IWAI.
- b) IWAI shall furnish Feasibility Report / Detailed Project Report of the project to Bidder at the time of work execution only for taking reference. EIA-EMP Study is to be carried out as per MoEF requirements only based on the actual data/details for the respective project site.
- c) IWAI shall provide only the available details / data and balance shall be managed by the Bidder. IWAI will introduce/ authorize the Bidder, if required, to collect data/ information within the quoted price from Statutory / Non-Statutory Bodies. Non-availability of the required inputs from IWAI, which is not essential for IWAI to be furnished, shall not be an excuse for improper preparation of EIA-EMP study report /delay in preparation.

**5. CONDITIONS OF CONTRACT**

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 liasonning for delivering the desired result after.
- ii) The successful consultant will have to execute an agreement with IWAI on Rs.100/- stamp paper (non-judicial). 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 any or all tenders received without assigning any reasons whatsoever.
- iv) The right to award, spilt up work and to reject the offer without assigning any reason is reserved with the Authority.
- 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 consultant will submit to the Authority, bills in triplicate on completion of each stage of consultancy service giving the details of fees, charges, service rendered etc. for payment by the Authority.
- viii) The rate quoted shall include all taxes as applicable for the consultancy nature of job but excluding the service tax. The service tax will be paid over and above the stage payment(s) as per Govt of India rules, as applicable from time to time, on production of documentary evidence.
- ix) The rate quoted by the consultant will remain valid for 180 days from the date of the opening of the financial bid.
- x) 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 proposal.
- xiii) The Consultant shall remain fully and squarely responsible for the correctness and accuracy of all the data, analysis, facts and documents et to be included in the new Act.
- 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 obtained from the stake holders in this sector.
- xv) The consultant shall undertake to supply upon the Authority's request, additional copies of the reports free of cost.
- xvi) The consultant shall not without the prior written approval of the Authority, concede, transfer or sublet the right and obligation under this contract or any part thereof to the third parties otherwise the Authority 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 of the Authority 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.
- xvii) 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 Govt Dept. as may be required in connection with this consultancy work, attending discussions/ meeting/ presentations etc with concerned authorities.
- xviii) 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 etc. which would be required to be prepared by the consultant during the course of the assignment.

- xix) 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.

## **6. SECURITY DEPOSIT**

- 6.1 The sum already deposited as the earnest money in the form of Demand Draft will be adjusted against security deposit. Security Deposit is 10% of the contract value of work, the balance amount after adjusting EMD is to be deposited in the form of Demand Draft or Bank Guarantee from schedule bank with validity of 90 days beyond the contract period.
- 6.2 The total security deposit 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 Engineer-in-Charge is satisfied that there is no demand outstanding against the contractor.
- 6.3 No interest will be paid on security deposit.
- 6.4 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor 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 contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.
- 6.5 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor 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 Engineer-in-Charge 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 contractor.
- 6.6 All compensation or other sums of money payable by the contractor 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 contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

## **7. DELIVERABLES:**

### **7.0 Deliverables i.e. Copies of EIA-EMP Reports:**



S. N.	Deliverables	No. of Copies
a)	Draft EIA & EMP Report for review & comments	<b>3 hard copy</b> + 1 soft copy in CD
b)	Draft Final EIA & EMP Report for CRZ Application	<b>15 hard copies</b> + 15 Soft copies in CD
c)	Draft final EIA & EMP reports for Public Hearing.	<b>15 hard copies</b> + 1 soft copy in CD
d)	Executive summary in English & local language for Public Hearing.	<b>15 hard copies</b> + 1 soft copy in CD
e)	Application for CRZ Clearance from OCZMA	<b>15 hard copies</b> + 1 soft copy in CD
f)	Presentation material for CRZ Clearance	<b>15 hard copies</b> + 1 soft copy in CD
g)	Documents for Wildlife & Forest Clearance	<b>15 hard copies</b> + 15 Soft copies in CD
h)	Documents for NOC from SPCB	<b>5 hard copies</b> + 1 soft copy in CD
i)	Final EIA & EMP Report for MoEF submission	<b>15 hard copies</b> + 15 Soft copies in CD
j)	Presentation Material for EAC Members (Environmental Clearance)	<b>15 hard copies</b> + 15 Soft copies in CD
k)	Presentation materials for Wild Life & Forest Clearance	<b>15 hard copies</b> + 15 Soft copies in CD

- (a) Bidder has to submit nos. of Copies of the report as above, however Bidder shall have to submit any additional copies for these reports wherever the same are required during the period of the contract.
- (b) Consultant should endeavor that all the drawings, documents etc. are computerized and in editable/reproducible format.
- (c) All the drawings, documents etc. to be furnished by the consultant should be clear, legible to read and neat in presentation.

## 8 PAYMENT TERMS

### 8.1 PAYMENT TERMS:

- (a) Payment terms shall be as under:

**Service tax will be reimbursed to the contractor on producing proof of payment**

Sr. No.	% of Contract Price	Description
1	10 % of contract Price.	Against submission of Bank Guarantee of the equivalent amount from the Scheduled Bank after signing of the agreement within the scheduled time.
2	25 % of contract Price.	After the approval of <b>draft</b> EIA-EMP study report on completion of necessary collection /testing of Samples, data, details and all other activities associated with the EIA-EMP report.
3	10 % of contract Price.	On submission of documents for CRZ clearance
4	10 % of contract Price.	On submission of documents for wildlife clearance
4	15 % of contract Price.	After the approval of <b>Final</b> EIA-EMP study report.
5.	15 % of contract Price.	Receipt of Environmental & CRZ Clearance from MoEF
6	Balance 15% of contract Price	After receipt of all the project related clearances from the statutory / Non-statutory bodies and submission of

		compliance to the conditions laid down therein.
Total	100%	

## **8.2 MODE OF PAYMENT:**

Invoices complete in all respects is to be raised by the bidder to ‘The Chief Engineer (P&M), 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.

## **9. COMMENCEMENT, COMPLETION, EXTENSION, MODIFICATION AND TERMINATION OF CONTRACT.**

**9.1 Commencement& Completion of Contract:** The consultant shall begin carrying out the services within 15 days from the date of signing of contract which is to be signed within 15 days of issue of letter of award and complete the work in all respect as per the TOR to the entire satisfaction of the employer within a period of 8 months from the date of the signing of the contract which will be considered as contract period.

### **9.2 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 Engineer in Charge in writing of such anticipated delay along with reasons and request for extension of tie. Extension of time not exceeding 4 weeks may be granted by the Engineer in Charge at his sole discretion if the reasons and justifications submitted for seeking the extension of time are convincing.

### **9.3 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 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.

### **9.4 FORCE MAJEURE**

#### **9.4.1 Definition**

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

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

9.4.2 **No breach of Contract:** the failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this contract in so far so much inability arise from an event of force majeure provided that the party affected by such an event has taken all reasonable alternative measures, all with the objective of carrying out the terms& conditions of this contract.

9.4.3 **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.

9.5 **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.

9.6 **TERMINATION**

9.6.1 **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.

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

9.6.2.2 **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.

9.6.3 **Cessation of services:** Upon termination of this contract by notice pursuant to clauses GC 9.6 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.

9.6.4 **Payment upon termination:** Upon termination of this contract pursuant to clauses 9.6.1 hereof, the Employer shall make the following payments to the consultant:

- a) If the contract is terminated pursuant to clause 9.6.1, 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) 9.6.1 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.

9.6.5 Disputed about events of termination: If either party disputes whether an event specified in paragraphs (a) to (g) of clause 9.6.1 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.

## 10. **OBLIGATIONS OF THE CONSULTANT**

## 10.1 General

**10.1.1 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.

**10.2 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.

**10.3 Confidentially:** 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.

**10.4 Insurance to be taken out but 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.

**10.5 Reporting requirements:** The consultant shall submit to the Employer progress report of its activity as on 1<sup>st</sup> 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 Report, Draft Final Report and Final Report at the time of submission of these reports as specified.

**10.6 Consultants Actions Requiring Employers Prior Approval:** The consultant shall obtain the Employer prior approval in writing before making any change or addition to the personnel listed in their proposal.

**10.7 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.

## **11. 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.

## **12. ARBITRATION**

In the event of any dispute or difference covering, relating to or raising 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.

## **13. 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.

## **14. MISCELLANEOUS PROVISIONS**

- i. Any failure or delay on the part of any Party to exercise right or power under this contract shall not operate as waiver thereof.
- ii. 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.
- iii. The consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment including that of its Associates/Sub Consultants under this contract.
- iv. 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.
- v. 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.

- vi. 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.
- vii. All claims regarding indemnity shall survive the termination or expiry of the contract.
- viii. 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/

## **15 CONSULTANT LIABILITY AND INSURANCE:**

- (A) From commencement to completion of the work(s) as a whole, the Consultant shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Authority's Plant, Equipment and Material (hired or issued to the Consultant) shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- (B)
  - i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.
  - ii) Provided, however, in an eventuality as mentioned in sub-clause – 15 (B) (i) above, the following provisions shall also have effect:
    - (a) The Consultant shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
    - (b) The Consultant shall, as may be directed in writing by the Engineer-in-charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Authority's T & P, Plant and Equipment, Material etc. to the Authority's store. The cost of such re-execution of the works, removal of damaged works and carrying of Authority's store shall be ascertained in the same manner as for deviations and this shall be ascertained in the same manner as for deviations and this shall be added to the contract sum. Provided always that the Consultant shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.
- (C) The Consultant shall take special precautions to see that public places and roads adjacent to Consultant's yard are not blocked at any time either by his material or by his workmen. The roads are to be kept always clear and no equipment/materials shall be stacked.

- (D) The navigable waterways shall not be blocked by Consultant's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.
- (E) The Consultant shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- (F) (a) Before commencing execution of the work, the Consultant shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the Consultant wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose the Consultant shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.
  - i) Public liability limits for bodily injury or death not less than Rs. 1,00,000 for one person and Rs. 2,00,000 for each accident.
  - ii) Property liability limits for each accident not less than Rs. 1,00,000 ;
  - iii) The Consultant shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- (b) The Consultant shall ensure that similar insurance policies are taken out by his sub-Consultant (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Consultant shall produce or cause to be produced by his sub-Consultants (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.
- (b) If the Consultant and/or his sub- Consultant (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Authority from any moneys due or which may become due to the Consultant or recover the same as a debt due from the Consultant.
- (c) The Consultant shall at his own expense arrange for the safety provisions as required in respect of the works covered under this contract as per the instruction of Engineer-in-charge. In case, the Consultant fails to comply with the provisions of the safety the Engineer- in-Charge shall be entitled to and make the necessary arrangements at the risk and cost of the Consultant. This will, however, not absolve the Consultant of his overall responsibility to execute the works under the contract.

## **16 LABOUR LAWS:**

- (A) (a) The Consultant shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The Consultant



- shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.
- (b) If any foreigner is employed by the Consultant on the work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the Civil Authorities in writing and also comply with the instructions issued therefrom from time to time. In the event of any lapse in this regard on the part of such foreigner the Consultant shall be personally held responsible for the lapse & Authority shall not be liable in any event.
  - (c) The Contract is liable for cancellation if either the Consultant himself or any of his employee is found to be a person who has held Class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as Consultant for, or in connection with the execution of the public works, or as an employee of such Consultant. If the contract is terminated on account of the failure of the Consultant to comply with the above clause, the Authority shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.
- (B) The Consultant shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of people employed on the works. The Consultant shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.
- i) Any accident if occurred during the said fortnight showing the circumstances under which it happened and the extent of damage and injury caused by it and.
  - ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made thereunder and the amount paid to them.
- (C) The Consultant shall pay to labourer employed by him either directly or through sub-Consultants wages not less than wages as defined in Minimum Wages Act 1948 and Contract Labour (Regulation and Abolition) Act 1970 amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought in force from time to time.
- (D) The Consultant shall also comply with the provisions of all Acts, Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as:
- i) Payment of Wages Act, 1936 (Amended)
  - ii) Minimum Wages Act, 1948 (Amended).
  - iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
  - iv) Workmen Compensation Act, 1923 as amended by Amendment Act no.65 of 1976.
  - v) Employer's Liability Act 1938 (Amended)
  - vi) Maternity Benefit Act. 1961 (Amended)
  - vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
  - viii) The Industrial Disputes Act. 1947 (Amended)

- ix) Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- ix) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made thereunder from time to time. The Consultant shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The list is indicative only, otherwise the Consultant should be aware of all the Acts/Labour Laws and should follow diligently on the work. The Consultant shall be fully and personally responsible for the violation of any Act/Labour Law

- (E) The Consultant shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Consultant fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in- Charge shall recover from the running bills the contribution amount as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- (F) The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the Consultant any sum required for making good the loss suffered by worker(s) by reason of non-fulfilment of the conditions of the Contract for the benefit of Workers, non-payment of wages or on account of deduction made from the wages of the workers which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.
- (G) The Consultant shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-16 above without prejudice to his right to claim indemnity from his sub-Consultants. In the event of the Consultant's failure to comply with the provisions of all the Acts/Laws stipulated in Clause-16 or in the event of decree or award or order against the Consultant having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Acts/Laws/Rules mentioned in Sub-Clause 16 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the Consultant or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Acts/Laws/Rules/Codes as mentioned under Sub-Clause 16 above, on the part of the Consultant under the contract on behalf of and at the expenses of the Consultant and make payment and /or provide amenities/ facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the Consultant.
- (H) In the event or the Consultant committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 16 above, the Consultant shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. Fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling

materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.

- (I) The Consultant shall at his own expenses comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Consultant fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Consultant.
- (J) The Consultant shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Consultant fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the Consultant. But this will not absolve the Consultant of his responsibility or otherwise thereof.
- (K) Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Acts/Rules referred in clause 16 above shall make the Consultant liable to pay to the Authority as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 16 above shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Consultant. In the event of any injury, disability or death of any workmen in or about the work employed by the Consultant either directly or through his sub-Consultant, Consultant shall at all-time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the Consultant be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the Consultant for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the Consultant or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfilment of the said decree, award or orders.
- (L) Provided always that the Consultant shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulations.
- (M) The Consultant shall not otherwise than in accordance with the statutes ordinance and Government Regulations or orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs to permit or suffer any such import, sale, gift, barter or disposal by his sub-Consultant, agent or employees.
- (N) The Consultant shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit to suffer the same as aforesaid.

- (O) The Consultant shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the Consultant to remove from the works any persons employed by the Consultant for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The Consultant shall forthwith comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.

## **17 PROFESSIONAL LIABILITIES**

The Consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the consultant's liability to the employer will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the consultant's gross negligence or wilful misconduct; (b) the consultant's liability to the employer may in no case be limited to less than the total payments expected to be made under the consultant's contract, or the proceeds the consultant is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the consultant's liability toward the employer and not with the consultant's liability toward third parties.

## **18 TAXES, DUTIES AND LEVIES ETC.**

The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise, service tax or any other local, State or Central taxes as applicable/ charged by Centre or State Government or Local authorities on all materials that the contractor has to purchase for the performance of the contract and services, shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever in this regard. The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, etc. except for service tax which shall be indicated separately and which will be reimbursed to the contractor on producing proof of payment.

## **19 TAX DEDUCTION AT SOURCE**

TDS at the applicable rate as per Income Tax Act/Rules shall be deducted from all the payment/advances made against the contract.

**Section – V**  
**COST SCHEDULE**

Consultancy services for Environmental Impact Assessment and Environmental Management Plan (EIA-EMP) study and obtaining Environmental, CRZ and wild life clearances for developing the stretch between Pedaganjam and Ennore of North Buckingham Canal in National Waterway-4.

Sl.NO.	PARTICULARS OF WORKS	Qty.	Unit	Rate (Rs.)		Amount (Rs.)
				In Fig	words	
1	Consultancy services for Environmental Impact Assessment and Environmental Management Plan (EIA-EMP) study, public hearing and obtaining Environmental, CRZ, forest and wild life clearances as per ToR issued by MoEF for developing the stretch between Pedaganjam and Ennore of North Buckingham Canal in National Waterway-4, as per the terms of reference in the tender inclusive of CRZ mapping & demarcation, wild life study, hydrodynamic study, land use map and all other studies as considered necessary for collection of the data and information.	1.00	No.			
2	Service tax	1.00	No.			
	<b>Total</b>					

Date:

Place:

(Signature of the Authorised person and Seal of the consultancy firm)

## **Section – VI**

### **ANNEXURE-I**

**To be signed by the bidders' and same signatory competent/authorized to sign the relevant contract on behalf of IWAI.**

#### **INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this .....day of ..... 20.....

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Chief Engineer (P&M),  
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/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.: IWAI/ NW-4/8/2014-15) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for consultancy services for obtaining Environmental, CRZ and wild life clearances for developing the stretch between Pedaganjam and Ennore of North Buckingham Canal in National Waterway-4.

AND WHEREAS the Principal/Owner 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 Contractor(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 Principal/Owner 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 Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner 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 Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner 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 Principal/Owner 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)/Contractor(s)**

1. It is required that each Bidder/Contractor (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)/Contractor(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)/Contractor(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)/Contractor(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)/Contractor(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 Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(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)/Contractor(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)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful 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)/Contractor(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 Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the bidder/contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(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 Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor 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 Principal/Owner 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 Principal/Owner 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/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which



constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner 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/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner 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 Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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 Competent Authority of IWAI.

#### **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 Principal/Owner, who has floated the Tender.

- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor 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 Owner/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 Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....

(signature, name and address)

2. ....

(signature, name and address)

Place:

Date :

**AGREEMENT FORM**

**(FOR CONSULTANCY SERVICES FOR ENVIRONMENTAL IMPACT ASSESSMENT AND ENVIRONMENTAL MANAGEMENT PLAN (EIA-EMP) STUDY AND OBTAINING ENVIRONMENTAL, CRZ AND WILD LIFE CLEARANCES FOR DEVELOPING THE STRETCH BETWEEN PEDAGANJAM AND ENNORE OF NORTH BUCKINGHAM CANAL IN NATIONAL WATERWAY-4)**

AGREEMENT BETWEEN  
INLAND WATERWAYS AUTHORITY OF INDIA  
AND  
CONSULTANT

This agreement made on this                      day of                      Two thousand thirteen 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 and Environmental Management Plan (EIA-EMP) study and obtaining Environmental, CRZ and wild life clearances for developing the stretch between Pedaganjam and Ennore of North Buckingham Canal in National Waterway-4 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 CONSULTANT** has agreed to undertake the consultancy services for consultancy services for Environmental Impact Assessment and Environmental Management Plan (EIA-EMP) study and obtaining Environmental, CRZ and wild life clearances for developing the stretch between Pedaganjam and Ennore of North Buckingham Canal in National Waterway-4 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 **CONSULTANCY SERVICES FOR CONSULTANCY SERVICES FOR ENVIRONMENTAL IMPACT ASSESSMENT AND ENVIRONMENTAL MANAGEMENT PLAN (EIA-EMP) STUDY AND OBTAINING ENVIRONMENTAL, CRZ AND WILD LIFE CLEARANCES FOR DEVELOPING THE STRETCH BETWEEN PEDAGANJAM AND ENNORE OF NORTH BUCKINGHAM CANAL IN NATIONAL WATERWAY-4** as per the work order no. ....dated

.....in 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. dt.
- g) All correspondence
- h) .....
- i) ....
- j) .....
- k) .....

In WITNESS whereof the IWAI has caused Shri .....on 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)

Consultant

**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

**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.

Date:  
Name:\_\_\_\_\_

Authorized Signatory  
Authorization No.\_\_\_\_\_

Official Seal/Stamp

F.No.10-1/2015-IA.III

Government of India

Ministry of Environment, Forest &amp; Climate Change

(IA.III Section)

Indira Paryavaran Bhawan,  
Jor Bagh Road,  
New Delhi - 110 003.Dated: 28<sup>th</sup> April, 2015

To

✓ **The Chief Engineer (Project & Marine),**  
M/s Inland Waterways Authority of India,  
A-13, Sector-1, Noida - 201 301,  
Uttar Pradesh.**Subject: Development of Stretch between Pedaganjam to Ennore south of North Buckingham Canal in National Waterway - 4 in the State of Andhra Pradesh and Tamil Nadu by M/s Indian Waterways Authority of India (IWAI) - Terms of Reference (ToR) - Reg.**

Sir,

This has reference to your letter No. IWAI/NW-5/7/2014-15 dated 07.01.2015 forwarding along with application seeking for Terms of Reference for the aforesaid project.

2. The proposal was considered by the EAC in its 145<sup>th</sup> meeting held on 9<sup>th</sup> February, 2015 and the proponent has informed that:

- i. The proposal involves development of stretch between Pedaganjam to Ennore south of North Buckingham Canal in National Waterway- 4 in Andhra Pradesh and Tamil Nadu
- ii. The total distance of National Waterway-4 covering Kakinada-Puducherry stretch of Canals and the Kaluvelly Tank, Bhadrachalam - Rajahmundry stretch of River Godavari and Wazirabad-Vijayawada stretch of River Krishna is about 1095 km.
- iii. PP is proposing to develop NBC (North Buckingham Canal) from Ennore Sea mouth to Pedaganjam for about 300 km the initial stage. The second stage for developing irrigation canals i.e., Commamur Canal, Eluru Canal and Kakinada Canal for 302 Km shall be initiated after receiving the assurance from State Government that they shall be supplying adequate water in these canals. In the final stage, the development of river portion i.e. Krishna and Godavari shall be considered only after completion of construction works of dams and navigational locks across these two Rivers.
- iv. The North Buckingham Canal runs for a distance of 316 km starting from Ramperu Lock and ends at Central Station of Chennai, from where the South Buckingham canal starts. The South Buckingham Canal runs for a distance of 110km and ends at Kovalam lock.
- v. North Buckingham canal has a bed width ranging from 15 m to 30 m. Sea water being the main source of water for the entire Buckingham



canal, the North Buckingham Canal has sea connections at several places and sea water enters into the canal during high tides. At present the condition of North Buckingham Canal is such that it remains almost dry. The banks have been eroded. There are many salt pans all along the canal. During March to July every year, the canal remains totally dry as revealed from the discussions with A.P. Govt. and T.N Govt. authorities. The range of the tide is about 0.7 to 1.0 m. There are following confluences of rivers along the North Buckingham Canal:

- a. River Paleru Confluence
  - b. River Manneru confluence
  - c. River Musi confluence
  - d. River Pennar confluence.
- 
- vi. Construction of four nos. of Terminals along the North Buckingham Canal from Pedaganjam to Ennore at Kottapatnam in Prakasam Dist of Andhra Pradesh, Maipadu in Nellore Dist of Andhra Pradesh, Durgarajupatnam in Nellore Dist of Andhra Pradesh and Ennore (South) in Tiruvallur Dist of Tamil Nadu.
  - vii. Dismantling and modification of existing cross structures i.e. Bridges (about 35 nos.), navigational locks (23 nos.) etc.
  - viii. Dredging and excavation for maintaining canal depth and width for suitable navigation.
  - ix. Bank protection and protection of sea mouth(e.g. River Paleru, Manneru, Musi and Pennar confluence).
  - x. About 35 bridges falling along the routes, out of which 18 to be modified.
  - xi. 23 nos. of navigational locks to be developed.
  - xii. About 12.8 MCM quantity of dredging (approx. 17 sites) has been worked out for 32m wide bed and depth 1.8m and length of 0 to 297 km
  - xiii. About 6.28 MCM quantity of raising banks (approx. 17 sites) has been worked out.
  - xiv. Width proposed for two-way navigation in IWT is determined as 32.4 m for movement of 300 t barge in the stretch of NBC.
  - xv. Land to be acquired for 100m corridor of NBC/IW is 182.85 ha. Of which 129.9 ha is in Andhra Pradesh and 52.95 ha in Tamil Nadu.
  - xvi. 2 km from Pulicat Lake & Pulicat Bird Sanctuary is eco sensitive area based on draft notification of MoEF&CC dated 03.01.2014 and the existing Buckingham canal passes through it.

3. The Expert Appraisal Committee (EAC) has considered the proposal in its 145<sup>th</sup> meeting held on 9<sup>th</sup> February and recommended for the TOR with the following specific TOR with general conditions for preparation of the Environment Impact Assessment (EIA) Report and Environment Management Plan (EMP) in respect of the **Development of Stretch between Pedaganjam to Ennore south of North Buckingham Canal in National Waterway - 4 in the State of Andhra Pradesh and Tamil Nadu by M/s Indian Waterways Authority of India (IWAI):**

- (i) Submit a copy of feasibility study conducted for the proposed project for the availability of pathway in view of the existing bridges, road crossings, obstructions etc.



- (ii) Hydrodynamic study on waterway along with sea inlets to ensure water availability throughout the year along with proposed draft along different sections of waterway to meet navigation requirement of proposed vessels with their size with full weight. The details of natural inlets and strategies for maintaining inlets free from siltation to ensure sufficient flow into navigation channel.
- (iii) Location of the proposed terminal within the waterway on the map. Justification should be provided whether CRZ clearance is also required for the terminals in view of their location within the CRZ limits.
- (iv) List of components should be submitted for which the CRZ clearance is required.
- (v) Study on the availability of draught for the movement of the vessels.
- (vi) Requirement of number of bridges, road crossings, obstructions to be dismantled/removed/reconstructed and its impact on the local population as well as on the environment.
- (vii) Examine details of land use around 10 km radius of the project site. Analysis should be made based on latest satellite imagery for land use with raw images.
- (viii) Submit details of environmentally sensitive places, land acquisition status, rehabilitation of communities/ villages and present status of such activities.
- (ix) Examine the impact of proposed project on the nearest settlements.
- (x) Examine baseline environmental quality along with projected incremental load due to the project.
- (xi) Source of water vis-à-vis waste water to be generated along with treatment facilities to be proposed.
- (xii) Examine the details of water requirement, use of treated waste water and prepare a water balance chart.
- (xiii) Since building construction activities are also included in the various project activities, the water requirement, sewage disposal and treatment, electrical load, energy conservation measures etc. should also be included in the EIA report.
- (xiv) Examine and submit details of use of solar energy and alternative source of energy to reduce the energy consumption.
- (xv) DG sets are likely to be used during construction and operational phase of the project. Emissions from DG sets must be taken into consideration while estimating the impacts on air environment. Examine and submit details.



- (xvi) Examine road/rail connectivity to the project site and impact on the traffic due to the proposed project. Present and future traffic and transport facilities for the region should be analysed with measures for preventing traffic congestion and providing faster trouble free system to reach different destinations in the city.
- (xvii) A detailed traffic and transportation study should be made for existing and projected passenger and cargo traffic.
- (xviii) Examine the details of transport of materials for construction which should include source and availability.
- (xix) Submit a map demarcating HTL/LTL prepared through an authorized agency and superimposing the plan if the past project is falling under CRZ.
- (xx) Submit recommendations of the SCZMA regarding the development of Industrial Corridor.
- (xxi) Examine separately the details for construction and operation phases both for Environmental Management Plan and Environmental Monitoring Plan with cost and parameters.
- (xxii) Submit details of a comprehensive Disaster Management Plan including emergency evacuation during natural and man-made disaster.
- (xxiii) R&R details shall be submitted.

#### **General Guidelines**

- (i) The EIA document shall be printed on both sides, as far as possible.
- (ii) All documents should be properly indexed, page numbered.
- (iii) Period/date of data collection should be clearly indicated.
- (iv) Authenticated English translation of all material provided in Regional languages.
- (v) The letter/application for EC should quote the MoEF&CC File No. and also attach a copy of the letter prescribing the TOR.
- (vi) The copy of the letter received from the Ministry on the TOR prescribed for the project should be attached as an annexure to the final EIA-EMP Report.
- (vii) The final EIA-EMP report submitted to the Ministry must incorporate the issues in TOR and that raised in Public Hearing. The index of the final EIA-EMP report, must indicate the specific chapter and page no. of the EIA-EMP Report where the specific TOR prescribed by Ministry and the issue raised in the P.H. have been incorporated. Questionnaire related to the project (posted on MoEF&CC website) with all sections duly filled in shall also be submitted at the time of applying for EC.

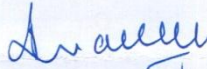




- (viii) Grant of TOR does not mean grant of EC.
  - (ix) Grant of TOR/EC to the present project does not mean grant of approvals in other regulations such as the Forest (Conservation) Act 1980 or the Wildlife (Protection) Act, 1972.
  - (x) Grant of EC is also subject to Circulars issued under the EIA Notification 2006, which are available on the MoEF&CC website: [www.envfor.nic.in](http://www.envfor.nic.in).
  - (xi) The status of accreditation of the EIA consultant with NABET/QCI shall be specifically mentioned. The consultant shall certify that his accreditation is for the sector for which this EIA is prepared.
  - (xii) On the front page of EIA/EMP reports, the name of the consultant/consultancy firm along with their complete details including their accreditation, if any shall be indicated. The consultant while submitting the EIA/EMP report shall give an undertaking to the effect that the prescribed TORs (TOR proposed by the project proponent and additional TOR given by the MoEF) have been complied with and the data submitted is factually correct (Refer MoEF office memorandum dated 4<sup>th</sup> August, 2009).
  - (xiii) While submitting the EIA/EMP reports, the name of the experts associated with/involvement in the preparation of these reports and the laboratories through which the samples have been got analysed should be stated in the report. It shall clearly be indicated whether these laboratories are approved under the Environment (Protection) Act, 1986 and the rules made there under (Please refer MoEF office memorandum dated 4<sup>th</sup> August, 2009). The project leader of the EIA study shall also be mentioned.
  - (xiv) All the TOR points as presented before the Expert Appraisal Committee (EAC) shall be covered.
4. A detailed draft EIA/EMP report should be prepared in terms of the above additional ToRs and should be submitted to the State Pollution Control Board for conduct of Public Hearing. Public Hearing to be conducted for the project in accordance with the provisions of Environmental Impact Assessment Notification, 2006 and the issues raised by the public should be addressed in the Environmental Management Plan. The Public Hearing should be conducted based on the ToR letter issued by the Ministry and not on the basis of Minutes of the Meeting available on the web-site.
5. You are required to submit the detailed final EIA/EMP prepared as per ToRs including issues raised during Public Hearing to the Ministry for considering the proposal for environmental clearance within 3 years as per

6. The consultants involved in the preparation of EIA/EMP report after accreditation with Quality Council of India/National Accreditation Board of Education and Training (QCI/NABET) would need to include a certificate in this regard in the EIA/EMP reports prepared by them and data provided by other Organization(s)/Laboratories including their status of approvals etc. vide notification of the MoEF dated 19.07.2013.

7. The prescribed ToRs would be valid for a period of three years for submission of the EIA/EMP Reports.

  
(Dr. Ranjini Warriar)  
Director

Copy to:

- (i) The Member Secretary, Tamil Nadu Pollution Control Board, No. 76, Mount Salai, Guindy, Chennai- 600 032
- (ii) The Member Secretary, Andhra Pradesh Pollution Control Board, Paryarana Bhawan, A-III, Industrial Area, Sanathnagar, Hyderabad - 500 018

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

To,

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: IWAI/NW4/8/2014-15

Name of Tender / Work: - Consultancy services for Environment Impact Assessment (EIA) and Environment Management Plan (EMP) studies and obtaining environment, CRZ, Wild Life and Forest Clearances for developing the stretch between between Pedaganjam and Ennore of North Buckingham Canal in National Waterway-4

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: [www.iwai.nic.in](http://www.iwai.nic.in) OR <https://eprocure.gov.in/eprocure/appas> per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The minutes of the pre-bid meeting(if any) and/ or corrigendum(s)(if any) issued from time to time by your department/ organisation 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/ organisation 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)



## Section VII

### Index Map

