

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 PANKOPAL TO PARADIP &
DHAMRA OF NATIONAL WATERWAY-5 IN ODISHA**

March - 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 / 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/suvadandapat@gmail.com

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F.No. IWAI/NW-5/7/2014-15

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 Pankapal to Paradip & Dhamra of National Waterway-5 in Odisha on **limited basis from the short listed NABET/QIC accredited EIA consultant firms(As per the list at Annex - A)** 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 Pankapal to Paradip & Dhamra of National Waterway-5 in Odisha. 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 among the listed firms(**as per Annex -A**) may download tender document online from the site <https://eprocure.gov.in/eprocure/app> and IWAI's website " www.iwai.nic.in " and are advised to pay Rs. 2,000/- (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

Publishing Date	05.03.2015
Document Download/Sale Start Date	06.03.2015
Document Download/Sale End Date	24.03.2015
Bid Submission last Date	25.03.2015 upto 15.00 hrs
Bid Opening Date	25.03.2015 at 15.30 hrs
Cost of Tender Document	Rs. 2,000/-
EMD	Rs. 2.38 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 May 05, 2014.**
- ii) **Bidder should have prepared EIA study report for at least two nos. of projects of Dredging and infrastructure development for which Environmental Clearance is received.**
- 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 shall also be submitted.**
- iv) Average Annual Turnover during the last three (3) years ending 31st March of the previous financial year should be at least Rs. 12 Crores (Rupees Twelve Crores only). Tenderers shall provide financial turnover of the firm for the last three years.
- v) 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.
- vi) **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.**
- vii) **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.
- viii) The firm shall be financially solvent having adequate resources for successful execution of the consultancy work with documentary evidence.
- ix) 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 Mob: 09717622733, 09958096712
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

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 the proof of EMD as specified in Clause and Scanned copy of proof of tender fee.
- c. 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.
- d. 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>
- e. Scanned copy of the annual Report or Audited balance sheets, for the last 3 years.
- f. **Scanned copy of Service Tax Registration certificate.**
- g. Scanned copy of Copy of PAN card.
- h. Scanned copy of any other details which consultant may feel relevant.
- i. Scanned copy of Bank account details for transaction through e-payment in format given at Annex- III & Annex - IV.
- j. 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/Smart Card, 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 i) QCI/NABET Accredited EIA Coordinator for Ports & Harbour Projects, Category 'A' ii) Masters in Environment Management from recognised university with minimum 10 years of Environmental studies of various infrastructure projects.
2	Air Pollution Expert	Must be a i) QCI/NABET Accredited Category 'A' Expert, ii) Graduate in the relevant field having 5 years of experience
3	Air Quality expert	Must be a i) QCI/NABET Accredited Category 'A' Expert, ii) Graduate in the relevant field having 5 years of experience
4	Noise Quality and Vibration expert	Must be a i) QCI/NABET Accredited Category 'A' Expert, ii) Graduate in the relevant field having 5 years of experience
5	Geology Expert	Must be a i) QCI/NABET Accredited Category 'A' Expert, ii) Graduate in the relevant field having 5 years of experience
6	Soil Expert	Must be a i) QCI/NABET Accredited Category 'A' Expert, ii) Graduate in the relevant field having 5 years of experience
7	Water Quality Expert	Must be a i) QCI/NABET Accredited Category 'A' Expert, ii) Graduate in the relevant field having 5 years of experience
8	Ecology & Biodiversity Expert	Must be a i) QCI/NABET Accredited Category 'A' Expert, ii) Graduate in the relevant field having 5 years of experience
9	Solid Waste Management Expert	Must be a i) QCI/NABET Accredited Category 'A' Expert, ii) Graduate in the relevant field having 5 years of experience

10	Socio-economic Expert	Must be a i) QCI/NABET Accredited Category 'A' Expert, ii) Graduate in the relevant field having 5 years of experience
11	RA & DMP Expert	Must be a i) QCI/NABET Accredited Category 'A' Expert, ii) Graduate in the relevant field having 5 years of experience
12	Hydrology Expert	Must be a i) QCI/NABET Accredited Category 'A' Expert, ii) Graduate in the relevant field having 5 years of experience
13	Land Use Expert	Must be a i) QCI/NABET Accredited Category 'A' Expert, ii) Graduate in the relevant field having 5 years of experience

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
	Total	100

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
	Total	100

- 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, spilt 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/VAT, 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 25.03.2015

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.

CONDITION OF THE CONTRACT

Section – IV

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 Pankapal to Paradip Port and Dhamra for 201 Km length of National Waterway – 5 for inland navigation. The stretch passes through river Kharsua, Kani, Dhamra, Hansua, the coastal water between Hansua river sea mouth to sea mouth of Kharnasi river, thereafter, Kharnasi and Mahanadi river (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, not withstanding 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.

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, Bhubaneswar, Paradip, Dhamra 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.
- ix) 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.
- x) The rate quoted by the consultant will remain valid for 180 days from the date of the opening of the financial bid.
- xi) Suitable extension of consultancy period may be granted by IWAI only for reasons eligible for consideration. The consultant shall make request for the same in writing in advance indicating the reasons and period of extension desired.
- xii) The consultant shall not change nature and level of technical experts as well as other staff indicated in the 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.
- 4.6 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	1 hard copy + 1 soft copy in CD
b)	Final EIA & EMP Report for CRZ Application	15 hard copies + 15 Soft copies in CD
c)	Application for CRZ Clearance from OCZMA	15 hard copies + 1 soft copy in CD
d)	Presentation material for CRZ Clearance	15 hard copies + 1 soft copy in CD
e)	Documents for Wildlife & Forest Clearance	15 hard copies + 15 Soft copies in CD
f)	Documents for NOC from SPCB	5 hard copies + 1 soft copy in CD
g)	Final EIA & EMP Report for MoEF submission	15 hard copies + 15 Soft copies in CD
h)	Presentation Material for EAC Members (Environmental Clearance)	15 hard copies + 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) No advance payment shall be made and no documents shall be accepted through Bank:

(b) Payment terms shall be as under:

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

Sr. No.	% of Quoted Price	Description
1	25 % of quoted Price.	IWAI's approval of draft EIA-EMP study report after completion of necessary collection /testing of Samples, data, details and all other activities associated with the EIA-EMP report.
4	15 % of quoted Price.	After completion of Public Hearing and Public Consultation in all respect.
5	25 % of quoted Price.	IWAI's approval of Final EIA-EMP study report based on the above after completion of necessary collection / testing of Samples, data, details and all other activities associated with the EIA-EMP report.

6.	20 % of quoted Price.	Receipt of Environmental Clearance from MoEF
7.	Balance 15 % .	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 expected both to take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.

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 (ii) shall allow the consultant to remedy

such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the consultant of such notice of suspension.

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 1st of every month starting from the commencement of the assignment duly indicating the (i) Activities carried out during the report period (ii) A brief of the progress/stage achieved with reference to the TOR (iii) Places visited and officials contacted and (iii) problems, if any affecting the progress. All reports shall be delivered in soft copy also in addition to the hard copies. Besides the consultant is to submit various reports as mentioned.

The consultant is required to make a presentation at appropriate place (to be decided from time to time) on their Inception Report, Draft 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 arising out of this agreement, the parties shall do their utmost to settle it in fair and amicable manner in a spirit of mutual cooperation and any dispute or difference not settled within thirty days, shall be referred to the sole arbitration of a person so nominated by the Chairman, IWAI such arbitrator shall have the right to extend the

period of arbitration proceedings with the consent of the parties. The venue of the arbitration shall be Noida. In view of the arbitration proceedings, the work under the agreement should not be suspended.

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/

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 thisday 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-5/7/2014-15) (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 Pankapal to Paradip & Dhamra of National Waterway-5 in Odisha.

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 :

Section – V**COST SCHEDULE****ANNEXURE-I**

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 Pankapal to Paradip & Dhamra of National Waterway-5 in Odisha..

Sl.NO.	PARTICULARS OF WORKS	No. or 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 Pankapal to Paradip & Dhamra of National Waterway-5 in Odisha, 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.			
	Total					

Date:

Place:

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

ANNEXURE-II

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 PANKAPAL TO PARADIP & DHAMRA OF NATIONAL WATERWAY-5 IN ODISHA)

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 Pankapal to Paradip & Dhamra of National Waterway-5 in Odisha as per the work order no.datedin accordance to the TOR conduits of the agreement attachment hereto all of with form part if the agreement.

WHEREAS THE 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 Pankapal to Paradip & Dhamra of National Waterway-5 in Odisha on terms and conditions herein after set forth.

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

The Consultant shall undertake the consultancy services **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 PANKAPAL TO PARADIP & DHAMRA OF NATIONAL WATERWAY-5 IN ODISHA as per the work order no.datedin accordance to the TOR of the agreement attachment hereto all of which form part of the agreement.

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

- a) Notice inviting Tender
- b) Form of Tender
- c) Condition of contact
- d) Schedule of the price bid
- e) Agreement form
- f) Technical bid no. dt.
- g) All correspondence
- h)
- i)
- j)
- k)

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

Witnesses, IWAI

1)

2)

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

Witnesses of Consultant

1)

2)

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

Annex-V



F.No.10-27/2014-IA.III
Government of India
Ministry of Environment, Forests & Climate Change
(IA.III Section)

Indira Paryavaran Bhawan,
Jor Bagh Road,
New Delhi - 110 003.

Dated: 12th January, 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 Pankapal to Dhamra and Paradip of National Waterway No 5 in the State of Odisha for Navigation by M/s Inland Waterways Authority of India - ToR reg.

Sir,

This has reference to your letter No. IWAI/NW-5/7/2014-15 dated 10.11.2014 forwarding along with application seeking for Terms of Reference for the aforesaid project.

2. The proposal was considered by the EAC in its 141st meeting held on 26th - 28th November, 2014 and the proponent has informed that:

- i. Inland Waterways Authority of India (IWAI) an autonomous and Statutory Body under the administrative control of Ministry of Shipping came into existence on 29.10.1986.
- ii. Responsible for development, management, maintenance and regulation of the declared National waterways (NWs) for inland navigation and promotion of Inland Water Transport in the country.
- iii. Five NWs declared with total length of 4332 km and sixth one under consideration of Govt. for declaration.
- iv. NW-5 of 588 km with East Coast Canal, Brahmani and Mahanadi delta river system was declared w.e.f. 25.11.2008.
- v. Commercially viable stretch between Coal mines of Talcher to Paradip Port & Dhamra Port for 332 km being developed for providing the sustainable and economically viable mode of transport
- vi. A MOU between Govt. of Odisha, Paradip Port Trust (PPT), Dhamra Port Company Ltd. (DPCL) & IWAI entered for developing the identified stretch under two phases.

- 1st Phase = 201 km between Pankapal to Dhamra & Paradip
- 2nd Phase = 131 km between Talcher to Pankapal

ToR IWAI Pankapal-Dhamra-Paradip

Page 1 of 6

- vii. Initially development of Phase-I is being taken up on priority basis.
- viii. Main component of project:
 - a. Development of Fairway with 3.0m LAD for movement of cargo vessels of above 1500T.
 - b. Terminal facilities.
 - c. Navigational aids.
- ix. Fairway Development:
 - Dredging & excavation of 16 Mcum in both tidal and non tidal reaches.
 - Dismantling and reconstruction of two barrages with navigation locks at Sujampur and Jokadia.
 - Bank Protection Works with widening of narrow stretches.
- x. Terminal Facilities
 - Temporary Terminal with pontoon & gangway by IWA at Jokadia.
 - Approach road, storage and handling facilities.
 - Utilities, amenities and services.
- xi. Proposed to handle cargo of 1.65 MTPA (Iron Ore, Thermal Coal (imported), Industrial Products, Other Minerals)
- xii. Daily demand of potable water: 5,000 l/day. Source: River
- xiii. Quantity of Capital Dredging -16 M cum, Dredged material can be used for strengthening the existing embankment on both sides of the river; constructing new embankment; reclaiming land in low lying areas.
- xiv. The proposed Waterway of 110 Km, falls under CRZ area.
- xv. **Wildlife issues:** Project is located within 5 km from the boundary of Protected Areas and Eco-sensitive areas.
 - (a) The Bhitarkanika Wildlife Sanctuary is about 1 km from the project site. Kalibhanj Dian Reserved Forest is an island located at the mouth of Dhamra River. The proposed waterway skirts off the Reserved Forest for about a stretch of 9.7 km. This island is a part of Bhitarkanika Wildlife Sanctuary.
 - (b) The waterway passes parallel to the boundary of Gahirmatha Marine National Park at a varying distance of 3.0 to 5.0 km on the shore side through the Jambu Creek from the mouth of Hansua River to the mouth of Kharinasi River.
 - (c) Waterway passes through Hatamundia Reserved Forest.
- xvi. Proposed project does not involve diversion of Forest Land
- xvii. **Cost:** The cost of the project is approximate Rs. 824.24 Crores.
- xviii. There are no **court cases/violation** pending with the project proponent.
- xix. DPR has been prepared by M/s WAPCOS (A Govt. of India Undertaking).

3. The Expert Appraisal Committee (EAC) has considered the proposal in its 141st meeting held on 26th – 28th November, 2014 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 Pankapal to Dhamra and Paradip of National Waterway No 5 in the State of Odisha for Navigation by M/s Inland Waterways Authority of India:**

- (i) Submit a copy of feasibility study conducted for the proposed project.
- (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.
- (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) Describe the project site, geology, topography, climate, transport and connectivity, demographic aspects, socio cultural and economic aspects, villages, settlements and meteorological data.
- (viii) 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.
- (ix) Submit the details of environmentally sensitive places, land acquisition status, rehabilitation of communities/ villages and present status of such activities.
- (x) Examine the impact of proposed project on the nearest settlements.
- (xi) Examine baseline environmental quality along with projected incremental load due to the project.

- (xii) Environmental data to be considered in relation to the project development would be (a) land, (b) groundwater, (c) surface water, (d) air, (e) bio-diversity, (f) noise and vibrations, (g) socio economic and health.
- (xiii) Examine the details of water requirement, use of treated waste water and prepare a water balance chart.
- (xiv) Details of Solid waste generation treatment and its disposal should be examined.
- (xv) A detailed traffic and transportation study should be made for existing and projected passenger and cargo traffic.
- (xvi) Details of transport of materials for construction which should include source and availability should be examined.
- (xvii) Details of National Highways/State Highways/ expressways falling along the corridor and the impact of the development on them be examined.
- (xviii) The evaluation of impacts should be analyzed depending upon the nature (positive and negative), duration (short term and long term) reversibility, and magnitude (negligible, low, medium, high), etc. of the impacts based the objective assessments.
- (xix) A map demarcating HTL/LTL prepared through an authorized agency and superimposing the plan if the past project is falling under CRZ should be submitted.
- (xx) Recommendations of the SCZMA for the components proposed within CRZ area should be submitted.
- (xxi) Details of afforestation measures indicating land and financial outlay should be examined.
- (xxii) Identify, predict and assess the environmental and sociological impacts on account of the project. A detailed description with costs estimates of CSR should be incorporated in the EIA/EMP report.
- (xxiii) Examine separately the details for construction and operation phases both for Environmental Management Plan and Environmental Monitoring Plan with cost and parameters.
- (xxiv) Details of a comprehensive Disaster Management Plan including emergency evacuation during natural and man-made disaster should be submitted.
- (xxv) 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.
- (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 4th August, 2009).

(xiii) While submitting the EIA/EMP reports, the name of the experts associated with/involved 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 4th 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 the MoEF&CC O.M. No.J-11013/41/2006-IA-II(I) (P) dated 08.10.2014.

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.

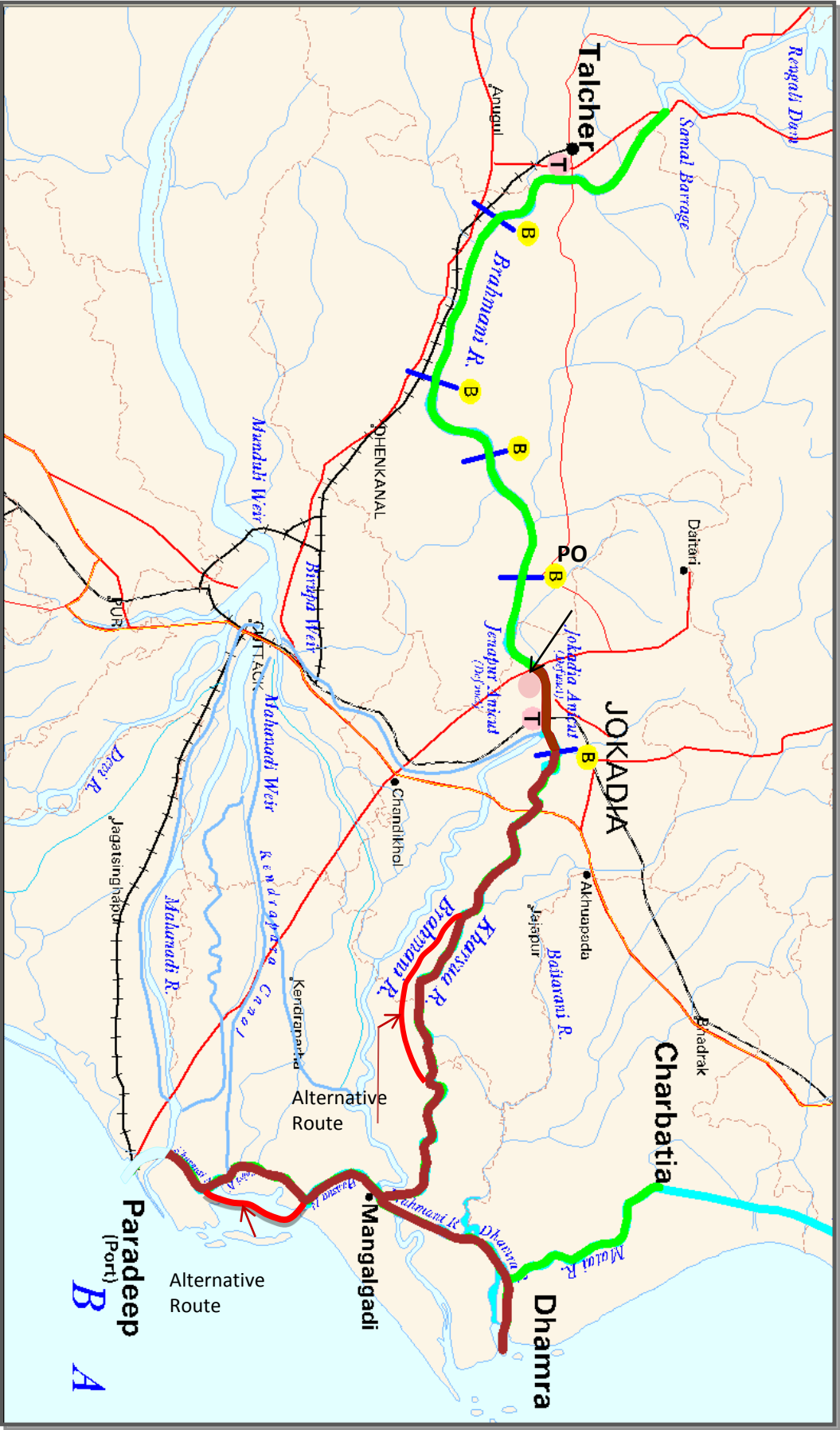

(Dr. Manoranjan Hota)
Director

Copy to:
The Member Secretary, Orissa State Pollution Control Board,
Bhubaneswar-751023

**List of Consultant for limited tender for EIA & EMP studies for obtaining the Environment,
Wild life and CRZ clearances etc. for NW5**

Sl. No.	Name	Address	Contact No.
1	M/s Tata Consulting Engineers Limited	Ground Floor Tower B&C, Green Boulevard, Plot No. B9A, Sector-62, Noida. E-mail: mail@tce.co.in	0120-6196100, Fax: 0120-6196500
2	M/s WAPCOS Ltd.	76-C, Sector-18, Institutional area, Gurgaon-122015 e-mail: chennai@wapcos.gov.in	0124-2399421 Fax: 0124-2397392
3	M/s EQMS India Pvt. Limited	304-305, 3rd Floor, Rishabh Tower, Plot No. 16, Community Centre, Karkardooma, Delhi- 110092 e- mail: eqms@eqmsindia.org	011-30003219 Fax: 011-22374775
4	M/s AECOM India Pvt. Limited	9/F, Infinity Tower C, DLF Cyber City, DLF Phase-III, Gurgaon e-mail: ritu.paliwal@aecom.com	0124-4830100 Fax: 0124-4830108
5	M/s LnT Infrastructure Engineering Limited	Office No. 513 to 516, 5th Floor, Block-III, White House, Kundan Bagh, Begumpet, Hyderabad- 500016 e-mail: Intielhyd@Intiel.com	040-40354444 & 040-40354430(FAX)
6	M/s Consulting Engineers Group, Jaipur	CEG Tower, B-11 (G), Malviya Industrial Area, Jaipur-302017 e-mail: hqjpr@ceginia.com	0141-2751801/802/806 Mobile: 07023302982

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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/NW5/7/2014-15

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 Pankopal to Paradip& Dhamra of National Waterway-5 in Odisha

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 OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The minutes of the pre-bid meeting(if any) and/ or corrigendum(s)(if any) issued from time to time by your department/ 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)