



RFP DOCUMENT

FOR

Consultancy Services for Environment and Social Impact Assessment (EIA/SIA) Studies, preparation of Environmental Management Plan(EMP) and Obtaining Mandatory Statutory Clearances (Environment, CRZ, Wild Life, Forest and Consent to Establishment ) for Promotion of Tourism at Lighthouses

DIRECTORATRE OF  
LIGHTHOUSES & LIGHTSHIPS

MUMBAI

JULY 2016

## **DISCLAIMER**

1. This RFP document is neither an agreement nor an offer by the Directorate of Lighthouses & Lightships ( DLL) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this RFP.
2. DGLL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for DLL to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by DLL in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtains independent advice from appropriate sources.
3. DLL will not have any liability to any prospective Consultancy Company/ Firm/Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DLL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. DLL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. DLL will not be responsible for any delay in receiving the Bids. The issue of this RFP does not imply that DGLL is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and DLL reserves the right to accept / reject any or all of Bids submitted in response to this RFP document at any stage without assigning any reasons whatsoever. DGLL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
5. The information given is not an exhaustive account of statutory requirements and should not

be regarded as a complete or authoritative statement of law. DLL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. DLL reserves the right to change / modify / amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of DLL.

## **Table of Contents**

DISCLAIMER.....	2
SECTION-I: NOTICE INVITING E-TENDER.....	7
SECTION-II: INSTRUCTIONS TO BIDDERS (ITB) .....	10
1. Background.....	11
2. Introduction.....	11
3. Bidder Eligibility Criteria.....	11
4. Pre-bid Meeting.....	12
5. Clarifications and Addendums.....	13
6. Preparation of Bids.....	13
6.1 EMD.....	13
6.2 Tender Fee.....	14
6.3 Bank Solvency .....	14
6.4 Taxes .....	14
6.5 Currency.....	14
6.6 Language.....	14
6.7 Bid Validity.....	15
6.8 Number of Bids .....	15
7. Conflict of Interest.....	15
8. Acknowledgement by Bidder .....	16
9. Guidelines for e-submission of the Bids.....	17
10. Submission of Bids.....	19
11. Extension of Bid submission date .....	22
12. Late Proposals .....	22
13. Liability of the employer.....	22
14. Modification/Substitution/ Withdrawal of Bids.....	23
15. Bid opening and evaluation process.....	23
16. Bid evaluation .....	24
17. Award of Contract.....	26
18. Insurance .....	27
19. Indemnity .....	27
20. Fraud and Corrupt Practices .....	27
21. Ownership of Document and Copyright.....	28
SECTION - III: DATA SHEET.....	29
SECTION-IV: TECHNICAL BID STANDARD FORMS .....	32
FORM 4A: Form of Tender.....	33
FORM 4B: Eligible Projects.....	34
FORM 4C: Average Annual Turnover of Applicant .....	36
FORM 4 D: Power of Attorney .....	37

FORM 4E: Curriculum-Vitae (CV) of Key Personnel .....	39
FORM 4F: List of Ongoing Assignments .....	41
FORM 4G: Declaration by the Bidders.....	42
FORM 4H: Bidder information sheet.....	43
SECTION - V: FINANCIAL BID STANDARD FORMS .....	44
Form Fin – 1: Financial Bid Submission Form .....	45
Form Fin – 2: Summary of Costs.....	46
SECTION-VI: TERMS OF REFERENCE (ToR) .....	47
SECTION-VII: STANDARD FORM OF CONTRACT.....	67
1. Conditions of Contract.....	68
2. Commencement, Completion, Extension, Modification and Termination of Contract. ....	73
3. Obligations of the Consultant .....	75
4. Obligations and Responsibility / Inputs by DGLL.....	76
5. Security Deposit/performance guarantee.....	77
6. Payment Terms.....	78
7. Liquidated Damage .....	78
8. Arbitration.....	78
9. Defect liability period.....	79
10. Laws Governing the Contract.....	79
11. Professional Liability .....	79
12. Miscellaneous Provisions .....	79
13. Integrity Agreement .....	81
SECTION-VIII: ANNEXES .....	87
ANNEX - I: Bank guarantee form for performance security.....	88
ANNEX - II: AGREEMENT FORM .....	91
ANNEX -III: DETAILS OF BANK ACCOUNT .....	93
ANNEX-IV: BANK CERTIFICATION .....	94
ANNEX-V: TENDER ACCEPTANCE LETTER .....	95

**SECTION-I: NOTICE INVITING E-TENDER**

# DIRECTORATE OF LIGHTHOUSES & LIGHTSHIPS

(Ministry of Shipping, Government of India)

“Deep Bhavan”, M.G. Road, Ghatkopar(East)

Mumbai-400077

Tel No.022-25068390 Fax 022-25060996

Website: [www.dgll.nic.in](http://www.dgll.nic.in) & <https://eprocure.gov.in/eprocure/app>

No BLH/14/Dev(107)/2016

Dated 29.07.2016

## NOTICE INVITING E-TENDER

### a) Introduction:

Directorate of Lighthouses & Lightships (DLL) invites online Tenders/Bids **from the QCI/NABET accredited EIA consulting firms**. in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for “Consultancy Services for Environmental and Social Impact Assessment (EIA/SIA) Studies, preparation of Environmental Management Plan(EMP) and Obtaining Mandatory Statutory Clearances (Environment, CRZ, Wild Life, Forest and Consent to Establishment ) for Promotion of Tourism at Lighthouses”

### b) Critical Data sheet:

Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/app> and DLL’s website “[www.dgll.nic.in](http://www.dgll.nic.in)” and are advised to pay Rs. 1,000/- (Rupees One thousand only) as the cost of Bid document deposited to DLL, Mumbai.

Document Download Start Date	02.08.2016
Pre-bid meeting	18.08.2016 at 1500 hrs
Bid Submission Last Date	01.09.2016 upto 1500 hrs
Bid Opening Date	01.09.2016 at 1600 hrs
Cost of Tender Document	Rs. 1,000/-
EMD	Rs. 68,000/-
Estimated cost of the work	Rs. 34,00,000/-

### Scope of the work:

In brief, the appointed consulting firm shall conduct the Environmental Impact Assessment(EIA), Environmental Management Plan(EMP) studies and obtaining Environment, CRZ , Forest and Wild Life clearances having further studies, if considered essential, for Promotion of Tourism at Lighthouses. The detailed Terms of Reference (ToR)/scope of the work shall be as in the Section-VI of this document.

### c) Method of Selection:

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

### d) Clarifications:

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

**The Director**  
**Directorate of Lighthouses & Lightships**



**“Deep Bhavan”, M.G. Road, Ghatkopar(East)**  
**Mumbai-400077**  
**Tel No.022-25068390 Fax 022-25060996**  
**E-mail-dllmumbai77@gmail.com**  
Website: [www.dgl.nic.in](http://www.dgl.nic.in)

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

**DLL, Mumbai**

**SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)**

## **1. Background**

**1.1 The Directorate of Lighthouses & Lightships (DLL),** Ministry of Shipping (MoS), Government of India is the government agency responsible for provision of general aids to mariner navigation along the Indian coast. It is a subordinate department under the Ministry of Shipping (MoS), Government of India (GoI), with its headquarters at Noida, Uttar Pradesh. The services provided by the DLL includes, Visual Aids to Navigation through Lighthouses, Light vessels, Buoys and Beacons , Radio Aids to navigation through DGPS, Racon and Loaran-C and Vessel Traffic Services. As part of its provision of visual aids to navigation, the DLL is responsible for the management of over 190 lighthouses across the Indian coast.

**1.2** Globally Lighthouses are not only perceived as a navigational aid, but also as unique tourism destinations & symbols of maritime heritage. Ministry of Shipping (MoS), Government of India (GoI), has also decided to explore promotion tourism at lighthouses across our country's coastline. In this regard, as per the recommendations of the 47th report of Parliamentary Standing Committee on Transport & Tourism to beautify Lighthouse premises & provide access to tourists in order to facilitate tourism at Lighthouses, Directorate General of Lighthouses & Lightships (DLL), MoS has in the initial phase, identified 08 lighthouses across India to promote tourism.

## **2. Introduction**

**2.1** The DLL desires to select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in clause 16 Section- II: Instruction to Bidder (ITB).

**2.2** The name of the Assignment/Job has been mentioned in Section - III: Data Sheet. Detailed scope of the Assignment/Job has been described in Section - VI: Terms of Reference and Scope of Service.

**2.3** The date, time and address for submission of the Bids have been given in Section - III: Data Sheet.

**2.4** Bidder shall bear all costs associated with the preparation and submission of their Bids and contract negotiation. The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.

## **3. Bidder Eligibility Criteria**

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

**3.1** Bidder should be one among the Consultancy organization accredited for Category 'B' projects in Sector No.38 (i.e. Building and construction projects) and Category 'B' projects in Sector No 39( i.e. Township and Area development projects) by QCI/NABET as per List of Accredited EIA Consultant Organizations published in the MoEF& CC website dated June 08, 2016.

**3.2** The Bidder shall meet minimum eligibility criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the maximum value of the order executed by him together with the details of name of the party, order value, scope of work, completion period stipulated in the order and actual completion period / date. The completion certificate, awarded by the client on its letter head should have a mention of start date, date of

completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in JV, the percentage share of the Bidders in the work executed as JV should be clearly mentioned in the completion certificate. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit completion certificate awarded to it by the main contractor, along with the LOA awarded to the main contractor by the Tender inviting authority of the project in consideration.

- 3.3** Copy of work order/letter of award/letter of work agreement alone shall not suffice Bidders claim for executing the similar work. Submitting completion certificate from the client on its letter head is mandatory.
- 3.4** Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be at least Rs.10.20 lakh (INR Rupees Ten lakh twenty thousand only). The Bidders shall provide financial turnover of the firm for the last three years duly certified by statutory auditors.
- 3.5** Any entity which has been barred by the MoEFCC, NABET / QCI, Central Government, any State Government, a statutory Employer or a public sector undertaking, or International Funding Agency (World Bank, ADB, JICA etc.), as the case may be, from participating in any project, and the bar subsists as on the Bid submission date, would not be eligible to submit Bid.
- 3.6** The similar work experience of parent company/subsidiary/sister Company of the Bidder shall not be considered.
- 3.7** The Bidder shall offer and make available the list of all Key Personnel as mentioned in Section - III Data Sheet) meeting the requirements specified in Clause - 3 of Section – VI: Terms of Reference and Scope of Service. Each of the Key Personnel must fulfil the conditions of eligibility with respect to Qualifications and Experience. Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- 3.8** The Bidder shall also indicate following:
- 3.8.1 The Bidder shall have adequate resources for successful execution of the consultancy work and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized/scheduled bank in India for an amount as indicated in Section - III: Data Sheet.
- 3.8.2 The Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

#### **4. Pre-bid Meeting**

A Pre-Bid meeting shall be held as per the date and time mentioned in Section III - Data

Sheet. Bidders willing to attend the pre-bid should inform the employer beforehand in writing and email. The maximum no. of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorised signatory of his/her organisation permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.

During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

## **5. Clarifications and Addendums**

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

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

At any time before the submission of Bids, the Employer may amend the RFP by issuing an addendum/corrigendum (amendment) in writing or by e-mail. The information of issue of such amendment shall be uploaded on CPP portal and DLL website which shall be binding on applicants. To give Consultants reasonable time to the bidders to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment /clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/app> and DLL's website "[www.dgll.nic.in](http://www.dgll.nic.in)"

## **6. Preparation of Bids**

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

Bidders shall adhere to the requirements mentioned below:

### **6.1 EMD**

6.1.1 An EMD of Rs.68,000 (Rs. Sixty eight thousand only) shall be deposited in the form of Demand Draft/FDR drawn on any nationalized bank in the name of Director, Lighthouses and Lightships, Mumbai and payable at Mumbai.

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

6.1.3 No interest shall be payable by the Employer for the sum deposited as earnest money

deposit.

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

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

- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- (ii) If the Bid is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (iii) If the Bidder tries to influence the evaluation process.
- (iv) If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Proposal by the consultant)
- (v) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
- (vi) If the Bidder fails to sign the contract in accordance with conditions of contract on receipt of award of work
- (vii) If the Bidder fails to furnish the security deposit in accordance with conditions of contract.
- (viii) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing, his earnest money paid along with the tender shall be forfeited.

## **6.2 Tender Fee**

All Bidders are required to pay INR 1,000/- (INR one thousand only) towards Tender Fees as per the details mentioned clause 6.1.1 above. The Tender Fee is Non-Refundable.

## **6.3 Bank Solvency**

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

## **6.4 Taxes**

The Bidders shall fully familiarize themselves with the applicability of all types of taxes (such as inter alia value added tax, sales tax, service tax, income taxes, custom duties, fees, levies and GST etc) and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal.

## **6.5 Currency**

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

## **6.6 Language**

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

## **6.7 Bid Validity**

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

## **6.8 Number of Bids**

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

## **7. Conflict of Interest**

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

**7.2** Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:-

- (a) **Conflicting Activities:** A firm or any of its affiliates who have been engaged by the Employer to provide goods, works or assignment/job other than consulting

assignment/job for a project shall be disqualified from providing consulting assignment/job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide consulting assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firms consulting assignment/job for such preparation or implementation. For the purpose of this paragraph, assignment/ job other than consulting assignment/job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc.

- (b) **Conflicting assignment/ job:** A consultant {including its Personnel and Sub- consultant(s)} or any of its affiliates shall not be hired for any assignment/ job that by its nature may be in conflict with another assignment/ job of the Consultant to be executed for the same or for another Employer, for example a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.
- (c) **Conflicting Relationships:** A Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

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

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

## **8. Acknowledgement by Bidder**

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

**8.1** Made a complete and careful examination of the Tender for Consultancy;



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

## **9. Guidelines for e-submission of the Bids**

- 9.1 The Bids should be submitted through Central Public Procurement Portal for e- Procurement <https://eprocure.gov.in/eprocure/app>
- 9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Consultants/Bidders on the e-procurement/e-Tender portal is a prerequisite for e-Tendering.
- 9.3 Bidder should enrol 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.
- 9.4 Bidders need to login to the site through their user ID/password chosen during enrolment/registration.
- 9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 9.6 Only the registered DSC should be used by the Bidder and should ensure safety of the same.
- 9.7 Consultant/Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 9.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also take into account the addendum/corrigendum published before submitting the Bids online.
- 9.10 Then the Bidder may log into the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart card to access DSC.
- 9.11 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my favourites’ folder.
- 9.12 From the favourite’s folder, he selects the tender to view all the details indicated.
- 9.13 It is construed that the bidder has read all the terms and conditions before submitting their offer.

Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

- 9.14** Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – III: Data Sheet. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 9.15** The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 9.16** Bidder should submit the Tender Fee/ EMD for the amount as specified in Section – III: Data Sheet. The original payment instruments should be posted/couriered/given in person to the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 9.17** While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18** The Bidder has to select the payment option as offline to pay the Tender Fee/ EMD as applicable and enter details of the instruments.
- 9.19** The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.
- 9.20** The Bidder has to digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Bid document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 9.21** The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 9.22** If the price Bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 9.23** The Bidders are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date &Time (as per Server System

Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.

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

## **10 Submission of Bids**

The Hard Copy of all documents uploaded on CPP portal in original including tender fees, EMD etc must be delivered to the office of DLL on or before Bid closing Date & Time. Bids submitted without original payment instrument like Tender document fee, EMD, requisite document etc., against the submitted Bid shall automatically become ineligible and shall not be considered. The Tender fee shall be non- refundable.

The Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. Bids should be submitted in Two Covers:

## **10.1 Cover-I: Technical Bid**

### **10.1.1 Enclosure – I**

- a. Scanned copy of the proof of Tender fee as specified in Section – III: Data sheet
- b. Scanned copy of the proof of EMD as specified in Section – III: Data Sheet Proof of bank solvency for the amount as specified in Section – III: Data Sheet.
- c. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorised signatory of the Bidder as per Annex – V.
- d. Scanned copy of Form of Tender (Form 4A)
- e. Scanned copy of a signed declaration by the bidders (Form 4G)
- f. Power of Attorney for the authorised person of the bidder as per Form 4D. This form shall be accompanied by copy of company identity card or general identity card (passport/Driving licence/Voter's ID etc.) of the authorised representative.
- g. Bidder information form (Form 4H)
- h. Composition/Ownership/Shareholding pattern of the organization
- i. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association/memorandum of association of the company.
- j. Registration/incorporation certificate of the company/Firm.
- k. NABET accreditation or any other certification as mentioned in the ToR.
- l. Original tender document with all addendums and corrigendum issued till date duly stamped and signed by the authorised signatory of the bidder.

### **10.1.2 Enclosure – II**

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

### **10.1.3 Enclosure – III**

Scanned copy of complete Company profile with details such as:

- a. Background of the organization
- b.
- c. Copies of completion certificate on client letter head for similar projects executed by the bidder in last seven years. The submitted certificates shall comply to conditions laid in clause 3 of ITB ( Bidder Eligibility Criteria) Such eligible projects shall be supplied in Form 4B
- d. Copies of work order/agreement with value and status (% completed till submission) in case of ongoing work shall be submitted separately as proof of on-going assignments as per Form- 4F
- e. Provide list of litigation history, if any.

### **10.1.4 Enclosure – IV**

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

- b. Scanned copy of the list of experts/key personnel (Form 4E) with complete signed CV's, adhering to the following requirements:
- (i) The Key Personnel must be permanent and full time employee(s) of the firm.
  - (ii) The Bidder is to ensure that the time allocated for the key personnel does not conflict with the time allocated for any other assignment. The Employer reserves the right to request a workload projection (including time spent on other projects/clients) for the Key Personnel.
  - (iii) The composition of the proposed Team and task assignment to individual personnel shall be clearly stated.
  - (iv) The Key Personnel shall remain available for the period as indicated in the RFP Document
  - (v) No alternative Bid for any Key Personnel shall be made and only one CV for each position shall be furnished
  - (vi) In the hard copy submission, each CV shall bear original signatures of the Key Personnel and the authorized signatory of the Bidder. Scanned signatures on the CV's shall not be accepted. The employer may seek replacement of any of the CV's it finds unsuitable/not meeting the criteria stipulated in the tender document.
  - (vii) A CV shall be summarily rejected if the educational qualification of the Key Personnel proposed does not match with the requirement stipulated in the RFP document.
  - (viii) No Key Personnel involved should have attained the age of 55 (fifty five) years at the time of submitting the Bid. The Employer reserves the right to ask for proof of age, qualification and experience at any stage of the project.
  - (ix) Since the replacement of key personnel affects the marking of technical evaluation of the bids, the bidders shall strictly observe that there shall be no replacement/change in the key personnel proposed by the consultants at the time of signing of contract from the key personnel proposed by the consultant at the time of bidding. For any reasons whatsoever if the bidder engages in replacement of key personnel there shall be a deduction of 10% from the total remuneration of the replaced personnel.
  - (x) During execution of work, the replacement of the key personnel shall only be on health grounds of the individual or if the personnel ceases to work for the consultant and is no longer an employee of the consultant. The consultant shall not replace any of the key personnel without the written prior consent of the Employer. In case consultant engages in such activity i.e. replacement of key personnel with or without employers' prior consent, such action shall attract a deduction of 5% of remuneration of the replaced personnel. However, there shall be no deduction if the replacement is made on health grounds of the personnel. The consultant shall submit medical certificate of such personnel intended to be replaced on health grounds.

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

## 10.2 Cover-II: Financial Bid

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

- (i) This will contain consultancy fee to be charged for completing the work.
- (ii) While working out consultancy fees, following points should be noted:
  - (a) The consultants will have to make their own arrangements for the transport/accommodation/TA/DA of their personnel assigned to this project for visiting various offices in different States, and other places for meetings, data collection, presentations, public consultation during field visit, public hearing and discussions, the remuneration of the experts, secretarial staff, their salary, allowances, overhead expenditure etc.
  - (b) Consultancy fees quoted would deem to have included all the incidental costs including cost of data collection from various line departments, field survey, all documents and reports etc. that would be required to be prepared and submitted by the consultants during entire course of the present assignment. Fees would also include cost of NOC and other required permissions to be provided by the consulting firm to DLL for timely and effective implementation of the project. Even after satisfactory submission of all above information /reports/ NOCs and permissions from the concerned Statutory bodies, if any unforeseen environmental and social issues are raised by any Govt. and Non-Govt. Organization, PAPs or local people or parties, the consulting firm shall have to bear the cost to resolve such issues to complete satisfaction of DLL.
  - (c) All duties, taxes, royalties and other levies payable by the Consultant under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for service tax which will be reimbursed to the consultant on producing proof of payment. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.** The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

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

**10.4** The total duration of consultancy services shall be as specified in Section – III: Data Sheet.

## 11. Extension of Bid submission date

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

## 12. Late Proposals

Proposals received by the employer after the specified bid submission date or any extension thereof, pursuant to clause 11, shall not be considered for evaluation and shall be summarily rejected.

## 13. Liability of the employer

The bidders are advised to avoid last moment rush to submit bids online and they should

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

#### **14. Modification/Substitution/ Withdrawal of Bids**

The bidders may modify, substitute or withdraw their tender after submission before the submission deadline as mentioned NIT in this tender document through e- Procurement Mode. No bid shall be modified after the deadline for submission of bids.

#### **15. Bid opening and evaluation process**

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

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

**15.3** Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the RFP, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for The Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause 14 shall not be opened.

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

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

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

**15.4.3** It is received in the forms specified in section IV (Technical Proposal) and in section V (financial proposal);

**15.4.4** It does not contain any condition or qualification

**15.5** The Employer shall inform the Bidders, whose Technical Bids are found responsive, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.

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

## **16 Bid evaluation**

### **16.1 Minimum qualification criteria**

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

a) 3 similar works each costing not less than Rs. 13.60 Lakh

or

b) 2 similar works each costing not less than Rs.17.00 Lakh

or

c) 1 similar work costing not less than Rs.27.20 Lakh

**16.1.2** Average annual turnover from consultancy services for last 3 financial years i.e. 2013-14, 2014-15 and 2015-16 should be at least INR Rs.10.20 Lakh (INR Ten lakh twenty thousand only)

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

### **16.2 Technical Evaluation**

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

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



**. Detailed marking scheme**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Score</b>	
<b>1.</b>	<b>The consultants relevant experience for the assignment</b>	<b>20</b>	
	a) General experience of the consulting firm in conducting EIA studies b) Specific experience of the consulting firm in conducting EIA studies in Tourism projects  20% marks on each category would be for number of assignments and 80% for quality of work for Sl No a & b above . The bidder undertaken maximum number of projects will be given full marks and other bidders based on normalization. The quality of the project will be defined as A, B or C and marks as follows; A-3, B-2, C-1. The bidder securing highest score will be given full marks and other bidder based on normalization	15 05	
<b>2.</b>	<b>The quality of work plan &amp; methodology proposed</b>	<b>30</b>	
	a) Work Plan b) Approach & Methodology	10 20	
<b>3.</b>	<b>The qualification of the key experts/professionals proposed</b> Expert in the respective field having maximum years of experience shall secure maximum marks and other bidders based on normalization.	<b>50</b>	
	<b>S. No.</b>	<b>Key Personnel</b>	<b>Score</b>
	I	EIA Coordinator cum Team Leader	5
	II	Air Pollution Expert	4
	III	Noise Quality and Vibration Expert	4
	IV	Geology Expert	4
	V	Soil Expert	3
	VI	Water Quality Expert	4
	VII	Ecology & Biodiversity Expert (Terrestrial & Aquatic)	5
	VIII	Solid Waste Management Expert	3
	IX	Socio-economic Expert	5
	X	RA & DMP Expert	5
	XI	Hydrology Expert	4
XII	Land Use Expert	4	
<b>Grand Total</b>		<b>100</b>	

**16.2.2** The Technical Bids must score at least 70 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders whose Technical Bids have a score of 70 marks or more (out of 100) would be opened for further processing. However, if the number of such pre-qualified bidders is less than two, the Employer may, in its sole discretion, pre-qualify the bidder(s) whose Technical score is less than 70 marks.

**16.2.3 Technical Score(X)**

The bidder who secures maximum marks shall be given a technical score of 100. The technical scores of other Bidders for the project shall be computed as follow.

[‘Technical’ score of Bidder for the Project (X)]	=100 X	[Marks secured by the respective Bidder]
		Highest Marks secured

The score secured based on evaluation of the Technical Proposal as above shall be the Technical Score of the Bidder for the project being considered for evaluation(X).

**16.3 Financial Score (Y)**

The financial score shall be evaluated according to the following formula:

[The financial score of Bidder for the project (Y)]	=100X	[Lowest offer quoted by the qualified bidder(Rs.)]
		[Offer quoted by the respective Bidder(Rs.)]

The marks secured as above shall be the Financial Score of the bidder for the project(Y).

**16.4 Composite Score of the Bidders**

16.4.1 Composite score of the Bidder for the bid shall be worked out as under:-

Bidder	Technical Score(X)	Financial Score(Y)	Weighted Technical Score(70% of X)	Weighted Financial Score(30% of Y)	Composite Score(F=D+E)
A	B	C	D	E	F

**The agency who secured highest composite score shall be declared as selected Bidder.**

**17. Award of Contract**

**17.1** After completing negotiations, the Employer shall issue a Letter of Intent to the selected Bidder and shall promptly notify all other Bidders who submitted their bids about the decision taken.

**17.1.1**The selected bidder shall be required to furnish Performance Bank Guarantee issued by and Nationalised bank being the value equal to @5% of quoted amount.

**17.2** The consultant will sign the contract after fulfilling all the formalities/pre- conditions mentioned in the Standard Form of Contract in Section VII, within 15 days of issuance of the Letter of Intent.

**17.3** The Consultant is expected to commence the Assignment/job on the date and at the location specified in Section III Data Sheet

## **18. Insurance**

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

## **19. Indemnity**

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

## **20 Fraud and Corrupt Practices**

**20.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender for Consultancy, the Employer shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Employer shall, without prejudice to its any other rights or remedies, forfeit the Bid Security or Performance Security, towards damages payable to the Employer for, inter alias, time, cost and effort of the Employer, in regard to the Tender for Consultancy, including consideration and evaluation of such Bidder's Proposal.

**20.2** Without prejudice to the rights of the Employer under Clause 18 (Insurance) hereinabove and the rights and remedies which the Employer may have under the LOA or the Agreement, if a Bidder or Consultant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or Tender for Consultancy issued by the Employer during a period of two years from the date such Bidder or Consultant, as the case may be, is found by the Employer to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

## **21 Ownership of Document and Copyright**

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

The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights ("IPR") rights of the Consultant, the Consultant shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Employer.

**SECTION - III: DATA SHEET**

### **DATA SHEET**

<b>CLAUSE NO. OF DATA SHEET</b>	<b>REF OF ITB</b>	<b>PARTICULARS</b>	<b>DESCRIPTION</b>
1.	-	Employer	Directorate of Lighthouses & Lightships 'Deep Bhavan,' M.G Road, Ghatkopar(East), Mumbai-400077
2.	2.2	Name of the Assignment/job is	Consultancy Services for Environmental and Social Impact Assessment (EIA/SIA) Studies, preparation of Environmental Management Plan(EMP) and Obtaining Mandatory Statutory Clearances (Environment, CRZ, Wild Life, Forest and Consent to establishment ) for Promotion of Tourism at Lighthouses.
3.	2.1	Method of Selection	Quality and Cost Based Selection(QCBS)
4.	2	Date & time and address for submission of Bid	<b>Date : 01.09.2016</b> <b>Time : Latest by 1500 Hrs (IST)</b> <b>Address : online submission Directorate of Lighthouses &amp; Lightships 'Deep Bhavan,' M.G Road, Ghatkopar(East), Mumbai-400077</b>
5.	4	A pre-Bid meeting will be held on	<b>Date : 18.08.2016</b> <b>Time : 1500hrs</b> <b>Venue: Directorate General of Lighthouses &amp; Lightships (DLL), Deep Bhawan, A-13, Sector-24, Noida</b>
6.	5.1	Last date for seeking clarifications	12.08.2016

7.	6.1	EMD	Rs.68,000/-
8.	6.2	Tender Fee	INR 1000/-
9.	6.3	Bank Solvency	INR 17.00 lakh
10.	6.7	Bid Validity	90 days after opening the Technical Bid
11.	3.3	Similar Works	Similar works shall include EIA and EMP studies, obtaining Environmental, CRZ, Wild Life and Forest clearances for
12.	-	JV/consortium allowed	No
13.	3.7	The estimated number of Key Personnel Required	12
14.	-	The formats for the Technical Bid	FORM 4A: Form of Tender FORM 4B: Eligible Projects FORM 4C: Average Annual Turnover FORM 4 D: Power of Attorney FORM 4E: Curriculum-Vitae (CV) of Key Personnel FORM 4F: List of Ongoing assignments FORM 4G: Declaration by the Bidders FORM 4H: Bidder information sheet
15.	-	Consultancy Period	12 months from the date issuance of LOA.
16.	15.3	Bid Opening date	<b>Date : 01.09.2016 Time : 1 6 0 0 hrs</b>
17.	17.3	Location of Assignment	1. Aguada Lighthouse , Aguada, Bardez Taluka, North Goa, Near Aguada Fort, Goa  2. Kanhoji Angre Lighthouse – Located in South of Mumbai coast,( about 4.5 km by sea from Thal , 9.5 km from Alibag and 23 kms from Gateway of India, Mumbai, Maharashtra  3. Sunk Rock Lighthouse – Located at mid-sea 3.5 kms away from Gateway of India, Mumbai

**SECTION-IV: TECHNICAL BID STANDARD FORMS**



**FORM 4A: Form of Tender**

To,

**The Director,  
Directorate of Lighthouses & Lightships,  
“Deep Bhavan”, M.G. Road, Ghatkopar(East)  
Mumbai-400077**

Dear Sir,

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

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

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

We have deposited with the Pay and Accounts Officer, Lighthouses and Lightships, NOIDA an amount of Rs. ----- (in words) vide DD No. ----- of ----- Bank dated ----- as Earnest Money for the Tender.

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

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

**(Duly authorised to sign the Tender on behalf of the Bidder)**

**Witness** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Designation** **\_\_(IN BLOCK LETTER)**

**Date** \_\_\_\_\_

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

## FORM 4B: Eligible Projects

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

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying out consulting services similar to the ones requested under this assignment.]

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

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

**Firm's Name** : .....

**Authorized Signature** : .....

**Note:**

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

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

### FORM 4C: Average Annual Turnover of Applicant

Sl. No.	Financial Years	Average Annual Turnover of Applicant (INR) in Last Three Years
1.	2013-2014	
2.	2014-2015	
3.	2015-2016	
<b>Average Annual Turnover</b>		[ indicate sum of the above figures divided by 3]

#### Certificate from the Statutory Auditor

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

**Name of Authorized Signatory**

**Designation:**

**Name of Firm:**.....

(Signature of the Statutory Auditor Seal of the Firm)

#### Note:

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

**FORM 4 D: Power of Attorney**

Know all men by these presents, We, .....(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. /Ms.

.....son/daughter/wife and presently residing at ... who is presently employed with/retained by us and holding the position of . ....., ..... as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Consultancy Services for Environment and Social Impact Assessment (EIA/SIA) Studies and Obtaining Mandatory Statutory Clearances (Environment, CRZ, Wild Life, Forest and Consent to Establishment ) for P r o m o t i o n of Tourism at Lighthouses . The selection of Consultant for DLL (the "**Employer**") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Contract with the Employer.

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

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

**For ...**

**(Signature, Name, Designation and Address)**

**Witnesses:**

1.....

2. ....

**Accepted**

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

**Notes:**

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

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

1. **Proposed Position/Designation** :
2. **Name of Firm** :  
[Insert name of firm proposing the staff]
3. **Name of Staff: [Insert full name]** :
4. **Date of Birth** :
5. **Nationality** :
6. **Education** :  
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment. In case of foreign degrees, Indian equivalent to be indicated]:
7. **Membership of Professional Associations** :
8. **Other Training** :
9. **Countries of Work Experience** :  
[List countries where staff has worked in the last ten years] :
10. **Language Known** :  
[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing] :
11. **Employment Record** :  
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.] :

**From [Year]** : ..... **To [Year]** :.....

**Employer** :.....

**Positions held:**.....

12. **Detailed Tasks Assigned**  
[List all tasks to be performed under this Assignment/Job] :

13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:**

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under Para 12.]

**Name of Assignment/Job or project** : **Year** :

**Location** :

**Employer** :

**Main project features** :

**Positions held** :

**Activities performed** :

**Period of deployment** :

**14. Certification :**

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

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

**Date:**.....

**[Signature of staff member]**

**firm]**

**[Signature of authorized signatory of the**

**Place:**.....

**[Full name of authorized representative]**



**FORM 4F: List of Ongoing Assignments**

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

## FORM 4G: Declaration by the Bidders

To,

**The Director,  
Directorate of Lighthouses & Lightships,  
“Deep Bhavan”, M.G. Road, Ghatkopar(East)  
Mumbai-400077**

**Sub: Declaration from the Bidder.**

**Tender Reference No:.....**

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

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

We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years.

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

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

## **FORM 4H: Bidder information sheet**

- 1) Bidder's legal name
- 2) Bidder's country of registration
- 3) Bidder's year of registration
- 4) Bidder's Legal Address in the country of registration
- 5) Bidder's Authorized Representative Information
  - (i) Name:
  - (ii) Address:
  - (iii) Telephone/Fax numbers:
  - (iv) Email Address:

**Note:**

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

**SECTION - V: FINANCIAL BID STANDARD FORMS**

**Form Fin – 1: Financial Bid Submission Form**

[Location, Date]

To:

[Name and address of Employer]

Dear Sir:

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

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

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

**Yours sincerely,**

**Authorized Signature [In Full and initials]:**

**Name and Title of Signatory : .....**

.....

## Form Fin-2 – Financial Proposal

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

### Authorized Signature

Name : .....

Designation : .....

Name of Firm : .....

Address : .....

**Note : This page not to be filled up in hard copy**

**SECTION-VI: TERMS OF REFERENCE (ToR)**

## 1. Scope of the Work

The objective of this assignment is to conduct the detailed EIA/SIA & EMP studies, alongwith obtaining mandatory statutory clearances from the concerned statutory bodies like SPCB/SCZMA/SBWL/NBWL/MoEF&CC at pre-construction stage as per project requirement and compliances of applicable environmental legislations. This study is to be conducted within the following reference framework:

- The Environment (Protection) Act, 1986 with applicable Rules/Legislation's and Notifications; EIA Notification, 14<sup>th</sup> September 2006 and its subsequent amendments up to 2016.
- The Water (Prevention and Control of Pollution) Act and Rules, 1974 & 1975 *etc.*
- The Air (Prevention and Control of Pollution) Act, Rules and Amendments, 1981, 1982, 1983 & 1987 *etc.*
- Municipal Solid Waste (Management and Handling) Rules, 2000.
- The Hazardous Waste (Management and Handling) Rules, 2008.
- Forest (Conservation) Act, 1980 Forest Conservation Rules, 1981.
- Wildlife (Protection) Act, 1972.
- Wildlife (Protection) Amendment Act, 2006.
- Wildlife (Protection) Amendment Bill, 2013.
- Biodiversity Act, 2002.
- Wildlife Conservation Strategy, 2002.
- Land Acquisition, Rehabilitation and Resettlement Act, 2013
- State Specific Resettlement and Rehabilitation Policy, 2008 *etc.*

The Key Experts of EIA Consulting Organization will visit the study area (03 lighthouse site ) and undertake detailed Environmental Assessment (EIA & EMP) studies along with one season environmental baseline data (except monsoon season) to be generated along with identification of valued environmental components, terrestrial and aquatic biota (*i.e.* fauna & flora of the nearby proposed stretches) and effective Environmental Impact Assessment Report along with Environmental Management Plan (EMP) to be prepared for timely and effective implementation of the waterways project. The details of the proposed study area along with the scope of work have been summarized below for 'Consultancy Services'.

### 1.1 Environmental Management and Monitoring Plan (EMMP)

The Environmental Management and Monitoring Plan (EMMP) is a consolidated approach of EMP to be formulated for mitigation and minimization of anticipated environmental impacts under proposed project, while the monitoring will be carried out for assessment of project performance at various stages of the project (*i.e.* pre- construction, construction and



operation).

The EMMP shall be prepared keeping in view the followings:

- a) Site visit, reconnaissance survey along with public and stakeholders' consultation/public hearing.
- b) Collection of secondary data on meteorology, flora, fauna, forest, ecologically sensitive areas, topography, geology, archaeological sites within the study area. That will be used in the detailed Environmental Impact Assessment (EIA) study.
- c) Only NABL/MoEFCC approved laboratory shall be engaged by the selected Bidder/EIA Consulting Organization for generation of baseline environmental data at this stage (i.e. pre-construction phase). The details of environmental attributes along with parameters and monitoring duration have been summarized below.

#### Environmental Attributes & Parameters for Baseline Data Generation

Sl. No.	Attributes	Parameters	Mon. Duration
1.	Ambient Air Quality (AAQ)	PM 2.5, PM10, CO, SO2, NO2 <i>etc.</i>	24 Hourly sampling (Day & Night)
2.	Ambient Water Quality	<b>Physical Properties:</b> pH, Temp., DO, Conductivity, Colour (Hazen Units), Turbidity, <b>Chemical/ Properties:</b> TSS, Alkalinity, Hardness, BOD, COD, NO3, PO4, Cl, SO4, Na, K, Ca, Mg, Mn, Zn, Hg, Pb, Cu, Arsenic, Silica, Oil & grease, Phenolic compounds, Residual Sodium Carbonate. <b>Bacteriological Properties:</b> Total Coliform.	One time sampling and analysis at this stage
3.	Noise Levels	Day & Night Time monitoring to be done at each location	24 Hourly sampling (Day & Night time) to be done.
4.	Soil (Composite samples to be prepared based on at least 3 replicates from each location.)	Bulk Density, Colour, Texture, Soil Type, pH, Electrical Conductivity, N, P, K. <i>etc.</i>	One time sampling and analysis at this stage

5.	Aquatic Ecology	Trophic Status, Primary productivity, Species diversity & densities of Phytoplankton, Zooplankton, Benthic Organism (Benthos, Macro- benthos), Fish and Macrophytes, Shanon Weiner Diversity Index.	One time study at this stage.
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**Note:**

- (i) No. of sampling locations to be decided by the selected EIA Consulting Organization after site visit and to be described in inception report.
- (ii) At this stage, data for the above mentioned environmental attributes is to be generated one season by the selected Bidder/EIA Consultant and at later stages during construction and operation phases this shall be done by the contractor for assessment of project performance w.r.t. increasing pollution load during construction.
- (d) Description of baseline environmental status based on collected primary & secondary data.
- (e) Identification of sources of pollution.
- (f) Identification of opportunities for enhancement of environmental quality in the project area.
- (g) Specific plans for management and redevelopment of quarries, borrow pits (if any) and construction camps.
- (h) Management plan for dredging to minimise the impacts on river water quality and aquatic ecology.
- (i) Action plan for conservation of natural resources, reduction of the use of water and construction materials, and if possible for making all construction energy and material efficient (including reuse of construction wastes, and use of fly ash).
- (j) Plan for ensuring workers and users' (such as the crew of the operating vessels) health and safety.
- (k) Solid Waste Management Plan.
- (l) Management plan for dust suppression and reduction of emission from stationary sources during construction and operation phases.
- (m) Risk Analysis for overall development of the waterways including terminal sites.
- (n) Disaster Management Plan (DMP) including Oil Spill Response Plan.

- (o) Detailed specification of bill of quantities, execution drawings and contracting procedures for execution of environmental mitigation and enhancement measures suggested, separate for pre-construction, during construction and operation stages.
- (p) Specification of environmental supervision and auditing requirements, including the technical aspects of monitoring the effectiveness of mitigation measures.
- (q) Listing of all the mandatory clearances required by the Contractor.
- (r) Budget for implementation of the EMP.
- (s) Institutional and Implementation Arrangements.
  1. Description of implementation arrangement needed for the project.
  2. Summary matrix of Environmental Monitoring Program (EMoP) during construction and operation stages, along with the requirement of monitoring facilities, frequency, location, attributes and parameters of monitoring, compilation and analysis of data, comparison with baseline data, compliance to accepted norms and reporting system, and plantation monitoring programme.
  3. Adaptive management plans, as required.

## **2.2 Basin Level Critical Environmental Resources Study**

**2.2.1** The separate maps (preferably in a GIS platform) for 14 proposed waterways basin to be prepared showing all the following features.

- Roads, Wetlands, reserved forests, wildlife corridors, Check posts and settlement areas to be clearly represented in the maps.
- Represent the nesting ground and breeding areas of terrestrial and aquatic species (as per Schedule I of the Wildlife Protection Act, 1972).
- Fish heritage and ranges.

**2.2.2** The consultants will undertake this mapping on the basis of the earlier published studies and secondary data most notably the information available. In this regard, DLL will facilitate the selected EIA consulting organization to approach the relevant organization. .

**2.2.3** To prepare detailed EIA/SIA and EMP Reports as decided by DLL, which should be as per the requirements of ToR /EC and shall also cover the points referred in the “Standard Terms of Reference for EIA & EMP reports for project/activities requiring Environment clearance under EIA Notification, 2006”.

## **2.3 Stakeholder/Public Consultation/Public Hearing**

To conduct the stakeholder/public consultation/public hearing for preparation and giving presentation at various stages/to various statutory bodies for getting Environment, CRZ, Forest and Wild Life Clearances and providing necessary assistance for the same as per requirements and also for the compliances to the points identified during Public Hearing/Public Consultation. The EIA & EMP reports to be finalized after public hearing.

## 2.4 Preparation of Inspection Report along with Work Plan

The selected EIA Consulting Organization shall ensure the distance of the proposed 03 lighthouse locations in close consultation with the DFO (Wild Life), Chief Wildlife Warden or PCCF (Wildlife) *etc.* The relevant information including distance of each lighthouse from the existing protected area, sampling locations for baseline environmental data generation, and detailed work plan shall be submitted to DLL and necessary clearances to be obtained as per regulatory mechanisms. The details of other submissions such as draft and final EIA/EMP, SIA Reports along with submission of application forms and proposals have been described in **Clause – 4** of the Scope of the Works and ToR. The selected consultant may review available information such as DPRs and feasibility reports at DLL before preparation and submission of inception report.

## 2.5 Preparation of EIA Report

**2.5.1** As per the EIA Notification, the EIA report would cover the following 12 important Chapters along with a separate executive summary in both English and local version such as Marathi or Hindi language to be prepared. The contents of the detailed EIA report have been summarized below. The latest amendments for all kinds of clearances to be followed up by the EIA consultant and report to be prepared accordingly.

### Structure of the EIA Report

Chapters	Contents
<b>1. Introduction</b>	<p>Purpose of the report</p> <ul style="list-style-type: none"><li>• Identification of project &amp; project proponent.</li><li>• Brief description of nature, size, location of the project and its importance to the country and region.</li><li>• Scope of the study – details of regulatory scoping carried out (As per Terms of Reference).</li></ul>
<b>2. Project Description</b>	<p>Condensed description of those aspects of the project (based on project feasibility study), likely to cause environmental effects. Details should be provided to give clear picture of the following:</p> <ul style="list-style-type: none"><li>• Type of project.</li><li>• Need for the project.</li><li>• Location (maps showing general location, specific location, and project boundary &amp; project site layout).</li></ul>

<p><b>2. Project Description</b></p>	<ul style="list-style-type: none"> <li>• Size or magnitude of operation (including associated activities required by or for the project.</li> <li>• Proposed schedule for approval and implementation Technology and process description.</li> <li>• Project description including drawings showing project layout, components of project <i>etc.</i></li> <li>• Schematic representations of the feasibility drawings which gives information important for EIA purpose.</li> <li>• Description of mitigation measures incorporated into the project to meet environmental standards, environmental operating conditions, or other EIA requirements (as required by the scope)</li> <li>• Assessment of new &amp; untested technology for the risk of technological failure.</li> </ul>
<p><b>3. Description of the Environment</b></p>	<p>Study area, period, components &amp; methodology</p> <ul style="list-style-type: none"> <li>• Establishment of baseline for valued environmental Components (VECs), as identified in the scope of service.</li> <li>• Base maps of all environmental components.</li> </ul>
<p><b>4. Anticipated Environmental Impacts and Mitigation Measures</b></p>	<ul style="list-style-type: none"> <li>• Details of Investigated Environmental impacts due to project location, possible accidents, project design, project construction, regular operations, final decommissioning or rehabilitation of a completed project.</li> <li>• Measures for minimizing and/or offsetting adverse impacts identified.</li> <li>• Irreversible and Irretrievable commitments of environmental components.</li> <li>• Assessment of significance of impacts (Criteria for determining significance, Assigning significance)</li> <li>• Mitigation measures</li> </ul>
<p><b>5. Analysis of Alternatives (Technology &amp; Site)</b></p>	<ul style="list-style-type: none"> <li>• In case, the scoping exercise results in need for alternatives:</li> <li>• Description of each alternative</li> <li>• Summary of adverse impacts of each alternative</li> <li>• Mitigation measures proposed for each alternative and</li> <li>• Selection of alternatives.</li> </ul>
<p><b>6.Environmental Monitoring Program (EMoP)</b></p>	<p>Technical aspects of monitoring the effectiveness of mitigation measures (including Measurement methodologies, frequency, location, data analysis, reporting schedules, emergency procedures, detailed budget &amp; procurement schedules).</p>

<b>7.Additional Studies</b>	<ul style="list-style-type: none"> <li>• Public Consultation/Public Hearing.</li> <li>• Risk assessment</li> <li>• Social Impact Assessment (R&amp;R Action Plans)</li> </ul>
<b>8.Project Benefits</b>	<ul style="list-style-type: none"> <li>• Improvements in the physical infrastructure</li> <li>• .Improvements in the social infrastructure.</li> <li>• Employment potential–skilled; semi-skilled and unskilled.</li> <li>• Other tangible benefits.</li> </ul>
<b>9. Environmental Cost Benefit Analysis</b>	If recommended at the Scoping stage.
<b>10.Environmental Management Plan (EMP)</b>	administrative aspects of ensuring that a mitigative measure is and their effectiveness monitored, after approval of the EIA.
<b>11.Summary &amp; Conclusion (This constitute the summary of EIA Report)</b>	<ul style="list-style-type: none"> <li>• Overall justification for implementation of the project</li> <li>• Explanation of how, adverse effects have been Mitigated</li> </ul>
<b>12.Disclosure of Consultants engaged</b>	Name of the Consultants engaged with their brief resume and nature of Consultancy rendered.

**2.5.2** Before conducting the public hearing, the stakeholders and public is to be consulted by the consultant in various locations under the project for sharing project information among the public and line departments. That is a mandatory requirement under project for transparency of the works as proposed plan to avoid the conflicts and issues suddenly raised by the public during implementation stage. In this regard, a proper leaflet to be prepared in both English and local language, which may be distributed among the public during stakeholders and public consultations each project location. The basic aim of this to know the opinions and perceptions of the people about project execution. The suggestions and recommendations of the people may address in the EIA/SIA reports for minimization of the anticipated environmental and social impacts. A proper documentation of the public consultation meetings including list of the participants along with the local representative like head of the neighboring villages/sarpanchs, venue of the meetings, address, signature of the participants, photography as well as videography may be recorded for the timely and effective implementation of the project within stipulated time and clarity.

## **2.6 Mandatory Statutory Clearances to be obtained**

### **2.6.1 Environmental Clearance (EC)**

The Environment Clearance (EC) to be obtained as per the EIA Notification, 2006 and its latest amendments . The EC to be finally granted by MoEFCC (Govt. of India) - New Delhi.

### **2.6.2 Coastal Regulation Zone (CRZ) Clearance**

As the proposed project areas are located at coastal zone in the State of Maharashtra and Goa. Therefore, CRZ clearance to be obtained as per the Coastal Regulation Zone Notification, 2011 from SCZMA – Maharashtra and Goa and MoEFCC (Govt. of India - New Delhi.

### **2.6.3 Forest Clearance**

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

### **2.6.4 Wild Life Clearance**

As per the Wild Life (Protection) Act, 1972 the prior permission is to be obtained from the concerned statutory bodies. If any project is located within and outside in 10 km radius from the boundary of any protected area. The following procedures to be adopted.

#### ➤ **Preparation of Application(s)**

- Prepare wild life proposal with specified checklist and relevant drawings /Map of Eco-Sensitive Zone as per guidelines.
- Submit proposal to Director/DFO & verify document enclosed in proposal.
- Scrutiny of proposal by Director/DFO and communicate instruction for site inspection for obtaining the necessary clearances.
- Overall liaison with the state and central Govt. Level Authorities.

#### ➤ **Clearance from SBWL**

- The selected EIA Consulting Organization shall coordinate with State Board of Wild Life (SBWL)/members for announcement of SBWL meeting date and inclusion of proposal under agenda of SBWL.
- Preparation of presentation material for the meeting.
- Assist during Presentation before the SBWL (if required).
- Arranging copy of approval by SBWL.

#### ➤ **Clearance from NBWL**

- The selected EIA Consulting Organization shall coordinate with National Board of Wild Life (NBWL)/members for announcement of NBWL meeting date and inclusion of proposal under agenda of NBWL.
- Preparation of presentation material for the meeting
- Assist during presentation before NBWL (if required).
- Arranging copy of approval by NBWL.

#### ➤ **Clearance from Supreme Court.**

- After the Standing Committee of NBWL recommends the proposal, then the agency

has to approach the Hon'ble Supreme Court for final clearance in view of the Court orders dated 13.11.2000/ latest Orders.

- After sanctioning, proposal shall be forwarded in reverse direction as per guideline of WLS followed by PCCF (WLS) issuance of formal approval / demand letter.
- The Consultant shall coordinate the same and facilitate all final clearance letters.

#### **2.6.5 Consent to Establishment (CTE) from SPCB**

- For the construction of new terminals at certain locations, the Consent to establishment (CTE) for these to be obtained from SPCB.
- In this regard, filling up of application for Consent to establishment (CTE) for submission to State Pollution Control Board (SPCB).
- The Consultant shall coordinate with State Pollution Control Board (SPCB) to obtain the NOC in this regard.

### **2.7 Miscellaneous**

- 2.7.1** To prepare translation document of executive summary of EIA report in local language. The Summary of EIA shall be a summary of the full EIA Report condensed to ten A-4 size pages at the maximum. It should necessarily cover the following parts of the EIA report viz., Project Description, Description of the Environment, Anticipated Environmental impacts and mitigation measures, Environmental Monitoring Programme (EMoP), Additional Studies, Project Benefits and Environmental Management Plan (EMP).
- 2.7.2** Submission of relevant documents/reports to concerned officials of SPCB/SEIAA for conducting the public hearing and follow up.
- 2.7.3** Preparation of application for CRZ clearances, preparation & giving presentation at various stages/to various authorities for getting CRZ clearances.
- 2.7.4** Preparation of application form for Environmental Clearance /CRZ/Forest/Wild life Clearances and consent to establishment (CTE) from SPCB/MoEFCC for getting required clearances and NoCs from MoEF&CC and SPCB. The fee for same will be paid by DLL.
- 2.7.5** Follow up with concerned officials, joint inspection, preparation of presentation material and giving presentation at various stages/to various authorities for obtaining Wild Life/Forest clearances.
- 2.7.6** Preparation of the compliances as per requirements in ToR for further submission to MoEFCC.
- 2.7.7** Expediting/Follow-up with MoEFCC/statutory bodies for the early receipt of the statutory clearances (Environmental Clearance, Forest *etc.*).



- 2.7.8** 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 MoEFCC for the project will be responsibility of the consulting firm for EIA & EMP studies.
- 2.7.9** The selected EIA Consulting Organization would provide all required NoCs, prior permissions, approval and mandatory Statutory Clearances from the neighbouring villages, panchayats, municipality, urban local bodies and concerned regulatory agencies *etc* for the development of all 14 waterways as proposed.
- 2.7.10** The selected EIA Consulting Organization will conduct an exercise for the analysis of alternatives to minimize the environmental impacts of the proposed project.
- 2.7.11** If private land is required for the execution of the project, the Full Resettlement Plan (FRP) along with R&R issues to be properly addressed in the report for resolving the social problems under project.
- 2.7.12** After obtaining all statutory clearances from the concerned authorities (MoEFCC, Wild Life Boards, Forest Department, Urban Local Bodies *etc.*), if suddenly any unforeseen environmental and social issues raised during construction stage, the selected EIA Consulting Organization may call for their further input on such unforeseen environmental and social issues that may resolve with close coordination with the project proponent.
- 2.7.13** List of components should be submitted for which the CRZ clearance is required.
- 2.7.14** The status of existing and proposed number of bridges, road crossings, obstructions (both vertical and horizontal surface) to be dismantled/removed/reconstructed. The Consultant is to make studies its impact on the local population as well as on the environment.
- 2.7.15** Describe the project site, geology, topography, climate, transport and connectivity, demographic aspects, socio-cultural and economic aspects, villages, settlements and meteorological data.
- 2.7.16** Examine details of land use around 5 km both sides of the project stretch. Analysis should be made based on latest satellite imagery for land use with raw images. Consultant will prepare land use/land cover map using latest satellite imagery covering 5 km area around lighthouse.
- 2.7.17** Submit the details of environmentally sensitive places, land acquisition status, rehabilitation of communities/villages and present status of such activities.
- 2.7.18** Examine the impact of proposed project on the nearest settlements.
- 2.7.19** Examine baseline Environmental quality along with projected incremental load due to

the project.

- 2.7.20** 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.
- 2.7.21** Examine the details of water requirement, use of treated waste water and prepare a water balance chart.
- 2.7.22** Details of Solid waste generation treatment and its disposal should be examined.
- 2.7.23** A detailed traffic and transportation study should be made for existing and projected passenger and cargo traffic.
- 2.7.24** Details of transport of materials for construction which should include source and availability should be examined.
- 2.7.25** Details of National Highways/State highways/expressway falling along with proposed waterways and the impact of the development on them be examined. However, a preliminary traffic survey is to be conducted at various Road Junctions to assess the impact of projected traffic on the existing traffic.
- 2.7.26** The evaluation of impacts should be analysed depending upon the nature (positive and negative), duration (short term and long term) reversibility, and magnitude (negligible, low, medium, and high) of the impacts that arise during the course of this assignment.
- 2.7.27** The CRZ map to be prepared by the MoEF&CC approved agency demarcating HTL/LTL and superimposing the plan including the area covering 7km radius around project site. The Consultant will be responsible for preparation for CRZ application documents, submission, and presentation before SCZMA & MoEFCC for CRZ clearances and follow up.
- 2.7.28** Details of afforestation measures indicating land and financial outlay should be examined.
- 2.7.29** Identify, predict and assess the environment and sociological impact on account of the project. A detailed description with costs estimates of CSR should be incorporated in the EIA & EMP reports.
- 2.7.30** Examine separately the details for construction and operation phases both for Environmental Management Plan and Environmental Monitoring Plan with cost and parameters.
- 2.7.31** Risk assessment & preparation of comprehensive Disaster Management Plan including emergency evacuation during natural and man-made disaster should be submitted.
- 2.7.32** The baseline environmental data to be generated by the EIA Consulting Organization

through a NABL accredited laboratory, while the environmental monitoring to be conducted at construction and operation phases by the civil work contractor(s) for assessing the detail project performance (except monsoon season).

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

### 3.1 Man Power Requirement

In order to carry out the present assignment (EIA/EMP Studies and Obtaining Statutory Clearance) as per the schedule and considering the Scope of the Work, it is suggested to engage the services of following key personnel.

#### Details of Domain Key Experts/Professionals for Engagement in Consultancy Services

Sl. No.	Key Personnel	Qualification and Experience
1.	EIA Coordinator cum Team Leader <i>(Full Time input for 12 months)</i>	Must be a QCI/NABET Accredited EIA Coordinator for Ports & Harbour Projects for Category “A” Expert or Masters in Environmental Engineering/Masters in Environmental Sciences/Masters in Environment Management with at least 15 years’ experience of drafting & reviewing EIA & EMP reports and mitigation measures along with the experience of mandatory Statutory clearances, public hearing for the infrastructure projects.
2.	Air Pollution Expert <i>(Intermittent basis input for maximum period of 1 months)</i>	Must be a QCI/NABET Accredited for Category “A” Expert or Masters in Environmental Engineering / Masters in Environmental Sciences / Masters in Environment Management with at least 10 years’ experience of providing required inputs in preparation of EIA & EMP reports.

3.	Noise Quality and Vibration expert <i>(Intermittent basis input for maximum period of 1 months)</i>	Must be a QCI/NABET Accredited Category “A” Expert or Environmental Engineering/Masters in Environmental Sciences / Masters in Environment Management with at least 10 years’ experience of sampling, testing, analyzing & monitoring the noise and vibration.
4.	Geology Expert <i>(Intermittent basis input for maximum period of 1 months)</i>	Must be a QCI/NABET Accredited Category “A” Expert or Masters in Geology or related courses with at least 10 years’ experience of providing required inputs in preparation of EIA & EMP reports.
5.	Soil Expert <i>(Intermittent basis input for maximum period of 1 months)</i>	Must be a QCI/NABET Accredited Category “A” Expert or Masters in Geology or related field with at least 10 years’ experience of providing required inputs in preparation of EIA & EMP reports.
6.	Water Quality Expert <i>(Intermittent basis input for maximum period of 1 months)</i>	Must be a QCI/NABET Accredited Category “A” Expert or Environmental Engineering / Masters in Environmental Science / Masters in Environment Management with at least 10 years’ experience of providing required inputs in preparation of R & R plan, EIA & EMP reports etc.
7.	Ecology & Biodiversity Expert: Terrestrial & Aquatic Ecosystems <i>(Intermittent basis input for maximum period of 1 months)</i>	Must be a QCI/NABET Accredited Category “A” Expert or Ph. D. in Ecology or Masters in Environmental Science / Masters in Zoology / Masters in Botany / Masters in Environment Management with at least 10 years’ experience of providing required inputs in preparation of EIA & EMP reports.
8.	Solid Waste Management Expert <i>(Intermittent basis input for maximum period of 1 months)</i>	Must be a QCI/NABET Accredited Category “A” Expert or Environmental Engineering / Masters in Environmental Science/Masters in Environment Management with atleast10 years’ experience of providing required inputs in preparation of EIA&EMP reports.
9.	Socio-economic Expert <i>(Intermittent basis input for maximum period of 1 months)</i>	Must be a QCI/NABET Accredited Category “A” Expert. or Degree in Sociology/MSW/Economics with at least 10 years’ experience of conducting socio-economic survey.

10.	RA & DMP Expert (Intermittent basis input for maximum period of 1 months)	Must be a QCI/NABET Accredited Category “A” Expert. or Chemical Engineering / Industrial Safety with at least 10 years’ experience of identifying PAP’s and preparation of R&R plan, RAP & DMP.
11.	Hydrology Expert (Intermittent basis input for maximum period of 1 months)	Must be a QCI/NABET Accredited Category “A” Expert or B.E. /B. Tech (Civil), M. Tech (Civil) with Specialization in Hydrology with at least 10 years’ experience of providing required inputs in preparation of EIA & EMP reports.
12.	Land Use Expert (Intermittent basis input for maximum period of 1 months)	Must be a QCI/NABET Accredited Category “A” Expert or B.E. /B. Tech (Civil), M. Tech (Civil) with at least 10 years’ experience of providing required inputs in preparation of EIA & EMP reports.

#### 4.1 Time Schedule and Deliverables

Total period of this ‘Consultancy Services’ shall be **12 months** from the date of the signing of the contract with employer/DLL. It is to inform that time is the essence of the contract as the work under this contract is very important and critical factor for the timely execution of the project. The selected EIA Consulting Organization will have to submit the following reports, application forms and proposals timely for statutory clearance along with the review and incorporation of the comments given by the project proponent are summarized below.

Sl. No.	Reports to be delivered	No. of Copies		Time Schedule
		Hard	Soft	
1.	Inception Report	3	1 CD	After 1 month issuance of LOA
2.	Draft EIA & EMP Reports for review &	3	1CD	After 3 months issuance of LOA
3.	Draft Resettlement Action Plan (RAP)	3	1 CD	After 3 months issuance of LOA
4.	Final EIA & EMP Reports for CRZ Application	15	15 CD	After 4 months issuance of LOA
5.	Final EIA & EMP reports for Public Hearing & MoEFCC	20	20 CD	After 4 months issuance of LOA
6.	Final Resettlement Action Plan (RAP)	3	1 CD	After 4 months issuance of LOA

7.	Executive Summary separately both in English & Local Language for Public	15	1 CD	After 4 months issuance of LOA
8.	Application for CRZ Clearance from SCZMA	15	1 CD	After 4 months of issuance of
9.	Presentation material for CRZ Clearance	15	1 CD	After 5 months of issuance of
10.	Documents for Wildlife & Forest Clearance	15	15 CD	After 5 months of issuance of
11	Documents for NOC from SPCB (Form – 1 & Form – 1A to be filled by the consultant on behalf of the project proponent for mandatory Statutory Clearances)	5	2 CD	After 5 months of issuance of LOA
12	Presentation Material for EAC Members (Environmental Clearance)	15	15 CD	After 5 months of issuance of LOA
13	Presentation materials for Wild Life & Forest Clearance	15	15 CD	After 5 months of issuance of LOA
14	Copy of the video tape or CD of the public hearing proceedings.	-	3 CD	After 5 months of issuance of LOA
15	Final Layout Plan	20	5 CD	After 6 months of issuance of LOA
16	All mandatory Statutory clearances from the concerned authorities.	In Original form	Variable	

**Note:** The time of above deliverables will be considered from the date of the issuance of LOA.

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

cost to be paid by employer/DLL for the same.

- The time for process of obtaining mandatory clearances will depend on case to case basis.

## 5.0 Technical Assistance

The EIA Consulting Organization shall provide all required technical assistance to DLL for obtaining the necessary clearances from State Pollution Control Board, State Board of Wildlife, National Board of Wildlife, Hon'ble Supreme Court and other Statutory/Non- Statutory Bodies (if any) and the meetings in this regard with the respective officials in Delhi and West Bengal. The EIA Coordinator cum Team Leader shall arrange for presentation to the Authorities / statutory bodies whenever required for clearances on behalf of the project proponent/DLL.

## 6.0 Site Organization

The selected EIA Consultant shall depute well-qualified officers/team having sufficient experience in execution of similar works as indicated in this RFP. If the progress of work is found unsatisfactory during the currency of the contract, Consultant/Bidder shall promptly mobilize additional personnel/resources for ensuring satisfactory progress and timely completion of the proposed study and necessary clearances under the contract without extra cost to DLL.

## 7.0 Obligations and Responsibility/Inputs by DLL

- a) DLL shall assist to the EIA Consultant to get all necessary permissions for collection of secondary data from the respective government departments. However, it shall be on the part of Bidder to get all these permissions. The Consultant/Bidder has to pay all the necessary fees for collection of secondary data.
- b) DLL shall furnish updated Feasibility Report/ Detailed Project Report of the project to the successful Bidder at the time of work execution only for taking reference.
- c) The fee to be paid to the Statutory Authority for obtaining EC, NOC, Forest, Wild life Clearance *etc.* will be borne by the employer/DLL.

## 8.0 Payment Terms and Conditions

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

SI No	Reports to be delivered	Payment Terms
1.	Submission of Inception Report	10% of contract amount
2.	Submission of Draft EIA & EMP Reports for review & comments of DLL	15% of contract amount
3.	Submission of Draft Resettlement Action Plan (RAP)	

4.	Submission of Final EIA & EMP Reports for CRZ Application	25% of contract amount
5.	Final EIA & EMP reports for Public Hearing & MoEFCC	
6.	Submission of Final Resettlement Action Plan (RAP)	
7.	Submission of Executive Summary separately both in English & Local Language for Public Hearing.	
8.	Submission of Application for CRZ Clearance from SCZMA	
9.	Submission of Presentation material for CRZ Clearance	10% of contract amount
10.	Submission of Documents for Wildlife & Forest Clearance	
11.	Submission of Documents for NOC from SPCB (Form – 1 & Form – 1A to be filled by the consultant on behalf of the project proponent for mandatory Statutory Clearances)	
12.	Submission of Presentation Material for EAC Members (Environmental Clearance)	10% of contract amount
13.	Submission of Presentation materials for Wild Life & Forest Clearance	
14.	Submission of Copy of the video tape or CD of the public hearing proceedings.	
15.	Submission of Final Layout Plan	10% of contract amount
16.	Submission of All mandatory Statutory clearances from the concerned authorities	20% of contract amount

**Note:**

- i) Service tax will be reimbursed to the Consultant / Bidder on producing proof of payment.
- ii) The item of deliverable may vary as per requirement and consequent payment shall be made as per actual work done.
- iii) The selection of deliverable shall be at the discretion of DLL. No payment shall be released for the non-executed deliverable item and this will not be constraint for releasing payment for other executed items.

## 9.0 Mode of Payment

The complete invoices in all respects is to be raised by the EIA Consultant to 'The Director, Lighthouses & Lightships , Mumbai 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 DLL's Office at Mumbai.

## 10. General Guidelines for Documentation, Presentation and Submissions

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



- 10.4** Submission of proposals for required forest and wild life clearances to the respective departments/authorities does not mean grant of NoC for that particular assignment.
- 10.5** The EIA consulting organization has to provide the details of the NABL/MoEFCC approved Laboratory to be hired for generation of environmental data. The baseline environmental data to be included the draft and final EIA reports.
- 10.6** The consultant shall provide all required technical assistance to DLL for obtaining the necessary project related clearances from the Ministry of Environment, Forests and Climate Change (MoEFCC) and other Statutory/Non- Statutory Bodies.
- 10.7** The Bidder shall be responsible for the correctness of the technical contents/data in the reports and shall submit addendum/revised reports, if called for to meet the requirements of the Statutory / Non-Statutory Bodies for obtaining project related clearances/permissions within the quoted prices.
- 10.8** The Selected EIA Consultant/Bidder shall carry out the environmental study as per the latest rules & regulations/norms/amendments/guidelines whenever issued by the Statutory Bodies during currency of the contract shall be within the scope of services.
- 10.9** The services like presentation, attending meetings/public consultation, liasoning with relevant Statutory/Non-Statutory Bodies *etc.* shall be within the scope of services for obtaining the clearances.
- 10.10** Except for the modifications and deviations that are specifically agreed by DLL, the selected EIA Consultant/Bidder shall strictly perform the work and successfully complete the same in all respect as per the Terms and Conditions contained in the Bid document.
- 10.11**The selected EIA Consultant/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 comprehensive insurance coverage on all risks basis at all times during the period of contract shall be that of the selected bidder alone. The selected bidder's/consultant's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance cover to be taken by the Consultant shall be in joint name of the owner and the Consultant. The Consultant shall, however, be authorized to deal directly with the insurance company and shall be responsible with regard to maintenance of all insurance cover. Any loss or damage to the equipment, during handling, transporting, testing shall be to the account of the Consultant. The Consultant shall be responsible for 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.

**10.12** Along with the proposed environmental study and clearances, the consultant shall also prepare the social impact assessment (SIA) report such as RAP/R&R (if required) as per the proposed intervention under waterway development project. In this regard, the consultant will review the available information like feasibility/DPR *etc.* of the proposed project before mobilization for this assignment.

**SECTION-VII: STANDARD FORM OF CONTRACT**

## 1. Conditions of Contract

- 1.1 Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- 1.1.1 “Employer”** means the Director of Lighthouses and Lightships, Deep Bhavan, M.G Road, Ghatkoper(East), Mumbai-400007 and its successors who have invited the bids for consultancy services and with whom the selected Consultant signs the Contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and ToR of the contract.
- 1.1.2 “Principal/Owner”** refers to Director of Lighthouses & Lightships, Mumbai (DLL)
- 1.1.3 “Consultant”** means any entity or person or association of person who provides the Services to the Employer under the Contract.
- 1.1.4 “Contract/Agreement”** means the Contract signed by the Parties and all the attached documents that is the Conditions of contract, the Annexures/Appendices and any modifications thereof subsequently agreed to in writing by both Parties. The terms "Agreement" or "Contract" or "Consultancy Agreement" are interchangeable.
- 1.1.5 “Instructions to Bidders”** means the document which provides Bidders with information needed to prepare their technical and financial Bids.
- 1.1.6 “NIT”** means the notice inviting e-tender that is being sent by the Employer to the bidders.
- 1.1.7 “TIA”** means the Tender Inviting Authority
- 1.1.8 “Assignment/Job”** means the work/services to be performed / provided by the Consultant pursuant to this Contract.
- 1.1.9 “GC”** means General Conditions of Contract.
- 1.1.10 “Accepted”** means accepted in writing by the Employer including subsequent written confirmation on previous verbal acceptance, if any and Acceptance means acceptance in writing including as aforesaid.
- 1.1.11 “Applicable Laws”** means the laws and any other instruments having the force of laws in India as they may be issued and in force from time to time.
- 1.1.12 “Approved”** means approved by the Employer in writing and Approval means approval by the Employer as aforesaid.
- 1.1.13** The word “tender” is synonymous with “bid”, and “Tenderer” with “Bidder”
- 1.1.14 “Employer’s Representative(s)”** means the Representative(s) appointed by the Employer.
- 1.1.15 “Bidder”** means a private company/public company/partnership constituted under the relevant laws and who applies for this Consultancy Tender.

- 1.1.16 “INR”, Re. or Rs. means Indian Rupees.
- 1.1.17 “Key Personnel” means professionals staff provided by the Consultant
- 1.1.18 “Party” means the Employer or the Consultant, as the case may be, and Parties means both of them.
- 1.1.19 “Support Personnel” means the staffs that support the Key Personnel.
- 1.1.20 “Third Party” means any person or entity representing other than the Employer, the Consultant
- 1.1.21 “Bid” means the Technical and Financial Bids as mentioned under this tender.
- 1.1.22 “Terms of Reference” (ToR) means the document included as under Section V which explains the objectives, scope of work, activities, tasks to be performed, and expected results and deliverables of the Assignment/job.
- 1.1.23 “Contract sum” means the agreed and accepted Consultancy Fee as per the Letter of Award (LOA) including taxes as applicable as per the prevailing rates at the time of LOA.
- 1.1.24 “Director” means Director of Lighthouses and Lightships, Mumbai.
- 1.1.25 “Work Order” means the Letter of Award issued by the DLL conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- 1.1.26 “Day” means a calendar day beginning and ending at mid-night.
- 1.1.27 “Week” means seven consecutive calendar days
- 1.1.28 “Month” means the one Calendar month.
- 1.1.29 “Consultancy Services” means Consultancy Services/Works to be executed in accordance with the contract.

## 1.2 Marginal Headings:

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

## 1.3 Interpretation

- a) In interpreting these conditions of contract, singular also means plural, male also means female or neuter and the other way around, Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined.
- b) The documents forming the contract shall be interpreted in the following order of priority.
- i. Agreement
  - ii. Letter of Acceptance, Notice to proceed with the work.
  - iii. Consultant’s Bid.

- iv. Conditions of Contract.
  - v. Activity schedule: and
- c) (i) **PARTIES:**  
The parties to the contract are the consultant and the employer.
- (ii) **REPRESENTATIVES OF THE CONSULTANT SIGNING THE CONTRACT ON BEHALF OF THE CONSULTANT:**  
A person signing the tender or any other document in respect of the contract on behalf of the consultant shall produce authorization letter from the consultant who has been short listed for the award of contract. If it is discovered at any time that the person so signing had no consent of the consultant to do so, the Chairman on behalf of Employer may, without
- vi. Any other document listed in the contract data as forming part of the contract
- c) These regulations for tenders and contracts shall be read in conjunction with the conditions of the contract which are referred to herein and shall be subject to modifications, additions, suppression by special conditions of the contract and/or special specifications if any annexed to the tender form. prejudice to any other right or remedy of The Employer, cancel/terminate the contract.
- (i) **ADDRESS OF THE CONSULTANT AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE EMPLOYER**  
For all purposes of the contract including arbitration there under, the address of the consultant mentioned in tender shall be the address to which all communication addressed to the consultant shall be sent, unless the consultant has notified a change by a separate letter containing no other communication and sent by registered post due to,

**Director,  
Directorate of Lighthouses & Lightships  
Deep Bhawan, M.G. Road, Ghatkopar (E) Mumbai- 400077**

**Tel: (022) 25068390, 2522969 Fax (022) 2522969**

**Fax 022-25060996**

e-mail- [dllmumbai77@gmail.com](mailto:dllmumbai77@gmail.com)

[www.dgll.nic.in](http://www.dgll.nic.in)

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

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

e) **POWER OF THE DIRECTOR:**

For all purposes of the contract including arbitration proceeding there under the Director, lighthouses & Lightships shall be entitled to exercise all the rights and powers of The Employer.

**1.4 CONDITIONS OF CONTRACT SHALL ALSO INCLUDE:**

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

- i) Consultants are advised to understand & appraise themselves the scope, nature of the work involved, if any, requirement of experienced personnel, liasoning for delivering the desired result.
- ii) The successful consultant will have to execute an agreement with DLL on Rs.100/- stamp paper (non-judicial) within 28 days from the date of issue of LOA. Format of agreement is placed at Annexure-II. The conditions of the agreement shall be binding on the consultant.
- iii) The acceptance of tender shall rest with the DLL. The DLL reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iv) The right to award, spilt up work and to reject the offer without assigning any reason is reserved with the Employer.
- v) Any breach of conditions of contract shall be brought to the notice of the consultant and he shall be given an opportunity to explain the fact, but the DLL 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 DLL indemnified of all liabilities, loss, etc.
- vii) The rate quoted by the consultant will remain valid for 90 days from the date of the opening of the financial bid.

- viii) Suitable extension of consultancy period may be granted by DLL 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.
- ix) The consultant shall not change nature and level of technical experts as well as other staff indicated in the Bid.
- x) The Consultant shall be fully responsible for the correctness and accuracy of all the data, analysis, facts and documents etc.
- xi) 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.
- xii) The consultant shall not without the prior written approval of the Employer, concede, transfer or sublet partially or fully the right and obligation under this contract or any part thereof to the third parties otherwise the Employer shall have right to terminate this contract without assigning any reasons except for notifying the consultant of such termination in writing. The consultant in such case shall have no right to claim for compensation for any harm due to this termination. However, the consultant shall still remain responsible in case the Employer approves to his conceding, transferring or subletting to the third parties fully, individually and jointly with the parties to whom the work has been conceded, transferred or sublet.
- xiii) The consultant shall make their own arrangements for the transport, accommodation, TA/DA of their personnel assigned to this consultancy work, visiting DLL 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.
- xiv) Consultancy fees quoted for the work would deem to have included all the incidental costs including cost of all the drawings, designs, reports, schemes, documents, workshops, public meetings etc. which would be required to be prepared by the consultant during the course of the assignment.
- xv) In the event of consultant's firm closing its business, DLL 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, DLL shall be final and binding on the consultant.



## **2. Commencement , Completion, Extension, Modification and Termination of Contract.**

**2.1 Commencement & Completion of Contract:** The consultant shall begin carrying out the services from the date of issuance of LOA (letter of award). The consultant shall complete the work in all respect as per the ToR to the entire satisfaction of the employer within a period of 12 months.

### **2.2 Extension/Reduction of Contract Period:**

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

### **2.3 Modifications or variations:**

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

### **2.4 Force Majeure**

#### **2.4.1 Definition**

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

excepted both to take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.

**2.4.2 Measures to be taken:**

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

**2.5 Suspension:**

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

**2.6 Termination**

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

- a) If the consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
  - i. The amount of performance security:
  - ii. Advance payments, if any, received by the consultant up to the date of the issue of the

termination notice less other recoveries due in terms of the contract, less taxes due to be deducted at source in accordance with applicable law and However, if the contract is terminated under sub-clause (g) 2.6.1 at the sole discretion of the employer, the amount payable to the consultant shall be for services satisfactorily performed prior to the effective date of termination, less advance payments, of any, received by the consultant up to date of the issue of the termination notice, less other recoveries due in terms of the contract, less taxes to be deducted at source in accordance with applicable law. The agreed stages of payment at clause 5 shall be guiding factors for deciding the completion stage of the assignment.

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

### **3. Obligations of the Consultant**

#### **3.1 General**

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

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

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

**3.4 Insurance to be taken out by the consultant:** The consultant shall take out and maintain adequate insurance at its own cost against various risks inducing risk of life in respect of its personnel deployed for the assignment and shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

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

The consultant is required to make a presentation at appropriate place (to be decided from time to time) on their Inception Report, Draft EIA-EMP Report, Draft Final Report and Final Report at the time of submission of these reports as specified.

**3.6 Consultant's Actions Requiring Employers Prior Approval:** The consultant shall obtain the Employer prior approval in writing before making any change or addition to the personnel listed in their Bid.

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

#### **4. Obligations and Responsibility / Inputs by DLL:**

- a) DLL 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.
- b) DLL 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 MoEFCC requirements only based on the actual data/details for the respective project site.

- c) DLL shall provide only the available details / data and balance shall be managed by the Bidder. DLL 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 DLL, which is not essential for DLL to be furnished, shall not be an excuse for improper preparation of EIA-EMP study report /delay in preparation.

## **5. Security Deposit/performance guarantee**

- 5.1** The successful bidders' EMD will be converted in to security deposit (SD) and the successful bidder has to remit balance amount of Security Deposit Balance Security Deposit (i.e. Total 5% Security Deposit deducting EMD submitted with technical bid) in the form of Demand Draft. Bank guarantee will not be accepted as security deposit. The bidder shall also deposit an amount equal to 5% of the awarded value of the work as performance guarantee in the form irrevocable bank guarantee from nationalized/schedule bank in India with validity of 180 days beyond the contract period. This Security deposit/performance bank guarantee shall be submitted within 21 days after the issuance of LOA.
- 5.2** The total security deposit/performance guarantee shall remain with DLL till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the employer is satisfied that there is no demand outstanding against the consultant.
- 5.3** No interest will be paid on security deposit.
- 5.4** If the consultant neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer to forfeit either in whole or in part, the security deposit furnished by the consultant. However, if the consultant duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the DLL shall refund the security deposit to the consultant after deduction of cost and expenses that the Employer may have incurred and other money including all losses and damages which the Employer is entitled to recover from the Consultant.
- 5.5** In case of delay in the progress of work, the employer shall issue to the consultant a memo in writing pointing out the delay in progress and calling upon the consultant to explain the causes for the delay within 3 days of receipt of the memo and 10 days

from issuance of memo whichever is earlier. If the employer is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the consultant.

- 5.6** All compensation or other sums of money payable by the consultant under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the consultant by the Employer on any account whatsoever. Also in the event of the consultant's security deposit being reduced by reasons of such deductions or sale, as aforesaid the consultant shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

## **6. Payment Terms**

- 6.1** (a) No advance payment shall be made:  
(b) Payment terms shall be as mentioned in clause 8 of ToR of this tender document.

### **6.2 Mode of Payment:**

Invoices complete in all respects is to be raised by the Bidder to 'Director , Lighthouses & Lightships , M u m b a i 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 DLL's Office at Mumbai.

## **7. 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 DLL 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 DLL under this clause shall be subject to a maximum of 10% of the total agreed fees.

## **8. Arbitration**

In the event of any dispute or difference covering, relating to or raising out of this agreement, the parties shall do their utmost to settle it in fair and amicable manner in a spirit of mutual cooperation and any dispute or difference not to settled within thirty days, shall be referred to the sole arbitration of a person so nominated by the Director 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 Mumbai. In view of the arbitration proceedings, the work under the agreement should not be suspended.

## **9. Defect liability period**

The consultant shall keep DLL indemnified against all claims arising out of this contract but not settled within this period. The consultant shall settle all pending claims within this period. Defect Liability period shall be 6 months beyond the contract period or after the submission of last deliverable as defined in clause 4.0 of ToR, whichever is earlier.

## **10. 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.

## **11. Professional Liability**

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

**11.1.1** For any indirect or consequential loss or damage; and

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

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

## **12. Miscellaneous Provisions**

- i. 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.
- ii. The consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment.
- iii. 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.
- iv. 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.

- v. 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.
- vi. All claims regarding indemnity shall survive the termination or expiry of the contract.
- vii. It is acknowledged and agreed by the parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or their Employer.

**To be signed by the bidders' and the same is to be signed by Authorized Signatory/competent Employer on behalf of DLL.**



**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this .....day of ..... 2016

BETWEEN

Director, Lighthouses and Lightships, Deep Bhawan, M.G.Road,Gkatkopar ( E ), Mumbai- 40007  
(Hereinafter referred as the ‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

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

.....(Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Employer has floated the Tender (NIT No.: DLL/ ..... ) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for Consultancy Services for Environment and Social Impact Assessment (EIA/SIA) Studies, Preparation of Environmental Management Plan (EMP) and Obtaining Mandatory Statutory Clearances (Environment, CRZ, Wild Life, Forest and Consent to Establishment) for Promotion of Tourism at Lighthouses.

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

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

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

**Article 1: Commitment of the Principal/Owner**

- 1) The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is

not legally entitled to.

- (b) The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

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

### **Article 3: Consequences of Breach**

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

If the Bidder(s)/Consultant(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days' notice to the consultant shall have powers to disqualify the Bidder(s)/Consultant(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Consultant from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

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

### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Consultant as deemed fit by the Principal/ Owner.
  
- 3) If the Bidder/Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

**Article 5: Equal Treatment of all Bidders/Consultants**

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

**Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Consultant 12 months after the completion of work under the contract.

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

**Article 7: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.
  
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
  
- 3) If the Consultant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly

authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by The Employer/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

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

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

.....  
**(For and on behalf of Employer)**

**(For and on behalf of Bidder/Consultant)**

**WITNESSES:**

1. ....  
**(signature, name and address)**

2. ....  
**(signature, name and address)**

**Place: Date :**

## **SECTION-VIII: ANNEXES**

## ANNEX - I: Bank guarantee form for performance security

To

**The Director,  
Directorate of Lighthouses and  
Lightships, Ministry of Shipping,  
Deep Bhavan, M.G  
Road, Ghatkopar (East),  
Mumbai - 400007**

In consideration of the ..... (hereinafter called “**Employer**”) having to enter into an Agreement with M/s ..... (hereinafter called the “**Consultant**”) as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for **Consultancy Services for Environment and Social Impact Assessment (EIA/SIA) Studies, Preparation of Environmental Management Plan (EMP) and Obtaining Mandatory Statutory Clearances (Environment, CRZ, Wild Life, Forest and Consent to Establishment) for Promotion of Tourism at Lighthouses**, on production of Performance security in the form of Bank Guarantee for Rs ..... (Rupees.....only), at the request of ..... **Consultant**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding Rs..... (Rupees-----only) against any default or failure on the part of Consultant to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Consultant’s** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs ..... (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Consultant** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the **Consultant** shall have no claim against us for making such payment.
3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till



all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Consultant** and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.

4. We (**Bank**) further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Consultant** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Consultant** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Consultant** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Consultant** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Consultant** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Consultant** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs.....(Rupees..... only) and shall remain in force until ..... or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Consultant**.

8. We, **(Bank)** lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the ..... of ..... 2016 for  
..... (Indicate the  
name of bank)

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

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

## **ANNEX - II: AGREEMENT FORM**

### **Consultancy Services for Environment and Social Impact Assessment (EIA/SIA) Studies, Preparation of Environmental Management Plan (EMP) and Obtaining Mandatory Statutory Clearances (Environment, CRZ, Wild Life, Forest and Consent to Establishment) for Promotion of Tourism at Lighthouses**

#### **AGREEMENT BETWEEN DIRECTOR, LIGHTHOUSES AND LIGHTSHIPS, MUMBAI AND EIA CONSULTING FIRM**

This agreement made on this            day of Two thousand thirteen between Director, Lighthouses and Lightships, Mumbai, Deep Bhavan, M.G Road, Ghatkoper(East), Mumbai-400007(hereinafter called the “DLL” 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 DGLL** is desirous of giving Consultancy Services for Environment and Social Impact Assessment (EIA/SIA) Studies, Preparation of Environmental Management Plan (EMP) and Obtaining Mandatory Statutory Clearances (Environment, CRZ, Wild Life, Forest and Consent to Establishment) for Developing 14 Waterways nearby Sunderbans in region of West Bengal & Bangladesh Border as per the work Order No.....dated .....in accordance to the ToR conduits of the agreement attachment hereto all of with form part if the agreement.

**WHEREAS THE CONSULTANTING FIRM** has agreed to undertake the Consultancy Services for Environment and Social Impact Assessment (EIA/SIA) Studies, Preparation of Environmental Management Plan (EMP) and Obtaining Mandatory Statutory Clearances (Environment, CRZ, Wild Life, Forest and Consent to Establishment) for Promotion of Tourism of Lighthouses on Terms and Conditions herein after set forth.

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

**The Consultant shall undertake the Consultancy Services for Environment and Social Impact Assessment (EIA/SIA) Studies, Preparation of Environmental Management Plan (EMP) and Obtaining Mandatory Statutory Clearances (Environment, CRZ, Wild Life, Forest and Consent to Establishment) for Promotion of Tourism at Lighthouses** as per the work Order No.

.....dated .....in accordance to the ToR of the agreement attachment hereto all of which form part of the agreement.

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

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

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

**Witnesses, DLL**

- 1)
- 2)

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

**Witnesses of Consultant**

- 1)
- 2)

**ANNEX-III:DETAILS OF BANK ACCOUNT**

**FOR RELEASE OF PAYMENT THROUGH  
ELECTRONIC FUND TRANSFER SYSTEM  
(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)**

**NAME OF THE PROJECT:**\_\_\_\_\_

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

DLL 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 DLL responsible.

**Signature of Authorized Signatory**

**Name & Designation**

**Date:**

**Place:**

## ANNEX-IV: BANK CERTIFICATION

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

**Authorized Signatory**

**Date:**

**Authorization**

**No.** \_\_\_\_\_

**Name:**

\_\_\_\_\_

**Official Seal/Stamp**

## ANNEX-V: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

**The Director  
Directorate of Lighthouses and Lightships,  
Deep Bhavan, M.G. Road, Ghatkoper(East)  
Mumbai-400007**

Date:

**Sub:** Acceptance of Terms & Conditions of Tender.

### **Tender Reference No:**

**Name of Tender/Work:** -Consultancy Services for Environment and Social Impact Assessment (EIA/SIA) Studies, Preparation of Environmental Management Plan (EMP) and Obtaining Mandatory Statutory Clearances (Environment, CRZ, Wild Life, Forest and Consent to Establishment) for Promotion of Tourism at Lighthouses.

Dear Sir,

1. I/ We have downloaded /obtained the Tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: [www.dgll.nic.in](http://www.dgll.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)**