



इन्दौर विकास प्राधिकरण
INDORE DEVELOPMENT AUTHORITY

**Request For Proposal (RFP) For Selection Of Consultant
for Environmental Impact Assessment (EIA)
For Area Development Project of
Scheme No. 172
Indore**

Issued By :-

Chief City Planner
Indore Development Authority
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इन्दौर विकास प्राधिकरण
INDORE DEVELOPMENT AUTHORITY

No. : IDA/ETENDER/2019-20/197

Date : 22-08-2019

TENDER ID 2019_DTCP_46132_1 (1st Call)
NOTICE INVITING TENDER

Online tenders are invited for selection of consultant for Request For Proposal (RFP) For Selection Of Consultant for Environmental Impact Assessment (EIA) For Area Development Project of Scheme No. 172 Indore. Tender documents can be purchased from Website <https://www.mptenders.gov.in> Help manual can be seen on the portal of e-procurement system.

Sr. No.	Name of work	Earnest Money (Rs.)	Cost of tender form + GST (Rs.)	Time allowed for completion including/ excluding rainy season	Eligibility criteria	Last date & Time of Purchase and Submit Tender	Remarks
01	Request For Proposal (RFP) For Selection Of Consultant for Environmental Impact Assessment (EIA) For Area Development Project of Scheme No. 172 Indore Area 128.549 Ha.	25000/-	2360/-	As specified in RFP documents	As specified in RFP documents	16-09-2019 upto 17:30 Hrs	GST shall be paid separately as per applicable rates. So Tender Rates should be quoted accordingly

NOTE :

1. The Firms should have registration with employees provident fund and GST. Copy of registration is to be submitted along with tender document. In case if the firm is not having registration then an application for the registration will be also considered.
2. Amendments to NIT if any, would be published on website only, and not in newspaper.
3. Any type of exemption in Tender form fees / EMD will not be allowed and tender without tender form fees / EMD shall be rejected prima facie.

(R.K.Singh)
Chief City Planner
Indore Development Authority,
Mob :- 97550-99388

Key Dates:-

TENDER TIME SCHEDULE

S.No.	IDA Stage	Contractor Stage	Key Dates & time
1	2	3	4
1	Tender Preparation and release of NIT	-	22-08-2019 10:30 Hrs
2	-	Purchase of tender Start Date & Time	22-08-2019 18:00 Hrs
3	-	Tender Purchase Online End Date & Time	16-09-2019 17:30 Hrs
4	-	Submit Bid Online End Date & Time	16-09-2019 17:30 Hrs
5	-	Bid submission (Manually submission as per note below)	19-09-2019 17:30 Hrs
6	Opening of EMD, Cost of tender document and Technical Bid.	-	19-09-2019 17:35 Hrs
7	Financial/price Bid open date and time	-	Will be declared later.

Note : Scanned copy of portal receipt of online payment of Tender form fees and EMD along with technical and relevant documents should reach to ACCOUNTS OFFICER, INDORE DEVELOPMENT AUTHORITY, 7 RACE COURSE ROAD, INDORE M.P. by 19-09-2019 upto 17:30 hrs through Speed Post / Regd. Post A.D. / Private Courier Services. Authority will not be responsible for any Postal/Courier Service delays.

TERMINOLOGY

- 1) IDA : Indore Development Authority (Indore)
- 2) EIA : Environmental Impact Assessment
- 3) MoEF : Ministry of Environment and Forest
- 4) SEIAA : State Environmental Impact Assessment Authority
- 5) SEAC : State Level Expert Appraisal Committee
- 6) NOC : No Objection Certificate
- 7) MPPCB : Madhya Pradesh Pollution Control Board
- 8) CPCB : Central Pollution Control Board
- 9) CTE : Consent To Establishment
- 10) EMP : Environment Monitoring Plan
- 11) QCI : Quality Council of India
- 12) NABET : National Accreditation Board for Education and
Training
- 13) CGWA : Central Ground Water Authority

R.K. SINGH
CHIEF CITY PLANNER
INDOREDEVELOPMENT
AUTHORITY INDORE (M.P.)
Mobile No. 97550-99388
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DATA SHEET

1	The description of the project	Selection of Consultant for consulting services for “Environmental Impact Assessment (EIA), For Area Development Project of Scheme No. 172 Indore.
2	Name of the Authority:	Indore Development Authority, Indore,
3	Method of Selection:	L-1 basis i.e. consultant quoting lowest rate will be selected.
4	Joint Ventures or Consortia are permissible:	No
5	Financial proposal to be submitted along with the Technical Proposal:	No
6	Bid validity period	Proposal should remain valid for 120 days from the proposal due date
7	The Consultant must submit the original and one copy of the technical proposal. (Hard bound)	Yes
8	The Bidder must submit the technical proposal in	two copies

9	Bid Security	<p>The amount of bid Security is Rs. 25000.00 (Rupees TWENTY FIVE THOUSAND Only) which is to be deposited online through Debit Card / Credit Card / Net Banking or system generated challan.</p> <p>The Bid Security shall be returned as per the norms of the M.P. Govt. website.</p>
10	Performance security :-	<p>Performance security :- The Bidder shall have to produce a performance security in the form of bank guarantee by any scheduled bank in India. The above performance security can be liquidated by the authority i.e. Indore Development Authority Indore stating that the amount claim is due by way of loss or damage cost to or suffered the authority by reason of any breach by said Bidder of any of the terms or conditions contained in the agreement or by reason of the Bidder failure to perform their duty.</p> <p>The decision of Chief Executive Officer Indore Development Authority Indore shall be final and binding in this regards.</p> <p>The performance security in the form of bank guarantee shall be equivalent to 5% of the total fees to be paid to the Bidder by the Authority. at the time of Agreement.</p> <p>5% Security Deposit will be deducted from each running bill of the consultant.</p> <p>The Performance security and 5% Security Deposit equivalent to consultancy fee architectural and allied services will be refunded after successful Grant of Environment Clearance (EC)</p>
11	Period of project :	12 Months
12	EXTENSION OF TIME:	<p>If the consultant shall desire extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Engineer-in-Charge within thirty days of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Engineer-in-Charge if in his opinion (which shall be final) reasonable grounds, be shown therefore, authorize such extension for a</p>

		<p>period not exceeding three months. Any further extension of the time shall be subject to the previous sanction of the Chief Engineer provided always when the Engineer-in-Charge has recommended grant of extension of time/permitted the Consultant to carry out work reserving right of the Pradhikari to recover liquidated damages (as provided in agreement) the running bills shall continue to be paid to the Consultant . Provided that if any extension applied for is proposed to be refused, the competent authority shall give the consultant an opportunity to be heard before taking final decision.</p>
13	<p>Authority Representative/ Point of contact for any queries related to the RFP</p>	<p>R.K.Singh Chief City Planner Indore Development Authority 7, Race Course Road, Indore - 452 003 Tele-fax: 0731-2430553 Email: idaindore7@yahoo.in rksinghtcp@gmail.com</p>

**Request For the Proposal for Environmental Impact
Assessment (EIA) for Area Development Project of Scheme No. 172**

Indore

It is proposed to develop Scheme No. 172 of IDA at Indore town. About **128.549** hectare of land is identified at scheme area. The site is approachable by MR-10 Road.

1.0 Scope of work :

The broad scope of work will include:

- 1) Carrying out site survey for assessing site conditions and collecting secondary data for EIA study.
- 2) Filling and submission of Form 1 & Form 1A along with draft terms of reference to MoEF/SEIAA.
- 3) Obtaining approved Terms of Reference (ToR) for EIA study from MoEF / SEAC M State.
- 4) Conducting primary baseline monitoring and analysis as per MoEF / SEIAA requirements.
- 5) Carrying out impact assessment for environmental components including air, land, water, noise, ecology and socio economy as per MoEF / SEIAA guidelines.
- 6) Developing Environment Management plan to mitigate the likely impacts from proposed project.
- 7) Assisting and day to day follow up with Indore Development Authority for obtaining environmental clearance from MoEF / SEIAA.
- 8) Providing technical assistance in all presentation & regulatory authorities such as SEAC / MoEF Bhopal (M.P.)
- 9) Assisting Indore Development Authority, Indore in responding to technical queries raised by SEAC/MoEF/SEIAA Bhopal (M.P.)
- 10) To deadline risk assessment of proposed project.

The consultant should also incorporate in the EIA report as per the EIA notification 2006 and amendment 2009 notification specially for area development projects:

2.0 General :

- (i) A certificate from the Consultant shall be submitted that they have been accredited by MoEF (List 'A') for Building / Construction / Area Development Projects.
- (ii) Documents required by SEIAA / SEAC for Prior Environment Clearance shall be detailed as per (Annex-1) the EIA notification dated 14th Sep 2006 issued by MoEF, Delhi.
- (iii) Data for EC should be given for one Season (3 Months)
- (iv) Detailed feasibility report including the financial, environmental and social costs has to be furnished.

3.0 General Information :

Township and area development projects as per the EIA notification of 2006 are under category 'B' covering an area \geq 50 ha. All projects and activities listed as category 'B' in Item 8 of the Schedule (Construction / Township / Commercial Complexes / Housing) do not require scoping and will be appraised on the basis of Form 1 /Form 1A and the conceptual plan. All projects in this category will be appraised as Category B1. An application seeking prior environmental clearance in all cases should be made in the prescribed Form 1 and Supplementary Form 1A, after the identification of prospective sites for the project to which the application relates, before commencing any construction activity or preparation of land, at the site by the applicant. The applicant should submit along with the application, in addition to Form 1 and the Supplementary Form 1A, a copy of the conceptual plan.

4.0 Introduction

Profile of the project proponent, name and contact address, implementing organization organizational chart, project consultants etc. should be mentioned clearly.

Land description :-plot/survey numbers, village, tehsil, district, state and area of the land must be mentioned clearly.

Description of Centre /State / Local regulations and standards applicable for townships and area development projects should be discussed.

Any litigation(s) pending against the proposed project and / or any directions or orders passed by any court of law/any statutory authority against the project is to be detailed out.

5.0 Project Description

Essential Toposheets / Maps to be provided with TOR application.

A map of the study area 10 km. from the boundary of the project area, delineating the major topographical features such as land use, drainage, locations of habitats, major constructions including roads, railways, pipelines, industries if any in the area are to be mentioned.

Description of the project site, geology, topography, climate, transport and connectivity, demographic aspects, socio, cultural and economic aspects, villages, settlements should be given in the map.

Details of environmentally sensitive places, land acquisition, rehabilitation of communities / villages, present status of such activities are to be mentioned.

Site Selection and Planning

The environmental impacts of construction and operation are established during the early phases of site selection and planning. Some Important factors for development, which should be addressed, are :

- Status of ownership of land
- The boundaries of the project area
- A map that identifies the locations of all proposed development activities; and
- Proximity to local communities;
- Proximity to sensitive surface or ground water bodies.
- Compatibility with local building regulations
- Exiting drainage pattern.

6.0 Description of the Environment

Environmental data to be considered in relation to township development would be :

(a) land (b) ground water, surface water (c) air (d) biological environment (e) noise (f) socio economic environment.

6.1 Study area :

Map of the study area clearly delineating the location of various monitoring stations (air / water soil and noise) super imposed with location of habitats are to be shown.

Monitoring should be done as per CPCB/MoEF guidelines. Primary data should be collected for one season except rainy season. Monitoring of the parameters should be carried out within the study area.

6.2 Land Environment

The first feature which should influence the development of a new project is the existing land use pattern of the neighborhood of the project, whether the proposed development conforms to the development for that area or not.

Geographical latitude and microclimatic factors such as solar access and wind loads have a major impact. The following parameters have to be addressed under the baseline data for land environment.

- a) Soil
- Type and characteristics
 - Porosity and permeability

6.3 Air Environment

Climatological data is to be obtained from nearest India Meteorological Department (IMD) station for one season. Micro meteorological data consisting of wind speed, wind direction, temperature, humidity, rainfall (peak and average daily rainfall) and wind rose patterns, from primary and secondary sources in the study area.

Baseline data of air pollutant parameters extending an area of 5 Kms. from the project should be monitored at a number of locations. Description of base line data of ambient air parameters namely RSPM, nitrogen dioxide, Sulphur dioxide, and carbon dioxide are to be collected. One season data is to be monitored other than monsoon as per the CPCB / MoEF Norms. Sampling locations are to be located as per CPCB / MoEF norms.

6.4 Noise Environment

Construction equipment and road traffic are the major sources of noise. Baseline data of noise at the project area and the neighbourhood habitat areas is to be ascertained. Day time and night time data should be collected.

6.5 Water Environment

Identify Project activities, including construction phase, which may affect surface water or ground water. Estimate water intake requirements and identify the source of water to be used. Describe how water will be taken from the surface water / river and conveyed to the site. Rainwater harvesting has to be detailed out. Details for fauna and flora to be included.

6.6 Socio Economic & Health Environment

Baseline data at the project area should include the demography, particularly on settlements, existing infrastructure facilities in the proposed area and area of impact due to the proposed activity. Present employment and livelihood of these populations, awareness of the population about the proposed activity should be included.

6.7 Solid Waste

Solid wastes from construction sector can be categorized into two phases i.e. during construction & during operation. Details of the following are to be given :

- Construction or demolition waste, i.e., massive and inert waste.
- Municipal waste quantification and characterization i.e., biodegradable and recyclable waste & disposal facility.

Details of authorized municipal solid waste facilities, biomedical treatment facilities and hazardous waste disposal facilities in the area should be included.

7.0 Anticipated Environmental Impacts and Mitigation Measures:

7.1 Prediction of Impacts :

This should describe the likely impact of the project on each of the environmental parameters, methods adopted for assessing the impact, empirical methods, reference to existing similar situations, details of mitigation, methods proposed to reduce adverse effects of the project, best environmental practices, conservation of natural resources; environmental management plan; post project environmental monitoring programme in the project.

7.2 Land Environment

Anticipated Impacts:

Some of the anticipated impacts, which need to be addressed, are Estimation of anticipated impacts on the surrounding land use pattern, on infrastructure like housing, road net work, environmentally sensitive places etc.

Proper mitigation measures have to be suggested.

Improved road network infrastructure to handle the increase in traffic.

Selection of suitable local plant species for green belt development in and around the sites.

7.3 Air Environment

Anticipated Impacts :

Impacts on air quality during the construction and operation phase should be predicted. The existing surrounding features of the study area and impact on them should be addressed separately. It is necessary to predict the following if any.

- Prediction of point source emissions

Mitigating Measures :

Mitigative measures are to be proposed during the construction stage as well as the operational stage of the project. Some measures to be listed include :-

- Mitigative measures during construction phase due to reduce the emissions during loading, unloading, transportation and storage of construction materials.
- Mitigative measures to reduce the point source emissions.
- Green belt development.
- Dust mitigation
- Estimate any environmental implications from transportation (rail, road) related emissions associated with the construction and operational phases and suggest suitable options.

7.4 Noise Environment

Impact of project construction / operation on the noise on account of construction equipment and road traffic is to be studied.

7.5 Water Environment

Impact of construction and operational phases on the surface and ground water on account of the township is to be estimated including Anticipated Impacts and their mitigating measures.

7.6 Biological Environment

Impact of project during construction and operational phases on the biological environment on account of project activity is to be detailed.

7.7 Socio Economic Environment

7.8 Solid Waste and Environment

Anticipated impacts

Impact of the project during construction and operational phases for generation of waste is to be assessed.

Mitigation measures:

Mitigation measures to reduce adverse effects. Options for minimization of solid waste and environmentally compactable disposal are to be given. Management and disposal of temporary structures, made during construction phase are to be addressed.

Mitigation measures for handling biomedical wastes are to be detailed.

8 Specific Studies

Describe the project energy requirements, associated infrastructure and other infrastructure requirements.

Discuss the steps taken to integrate the needs of other stakeholders into the location and design of access infrastructure to reduce and manage overall environmental impacts from resource development;

8.1 Transport

- a) Include a map showing transportation access to the site from highways :
- b) Discuss how public access to, or within the project area managed during the construction of operation phases of the Project;
- c) The impact of increased vehicle traffic and requirements for access improvements on roads in the site development F as a result of the Project, considering other existing and planned developments and operations in the region including what measures will be taken to reduce traffic and enhance vehicle safe on external roads;
- d) Any expected change in traffic volume by Average Annual Daily Traffic (AADT) and any seasonal variability in traffic volume (include mitigation measures) prior to construction during construction and at full site operation;
- e) Distance to the main access road along with the width of the roads are to be given.

8.2 Energy Conservation

- Explore use of alternate renewable resources such as solar / wind power etc. is to be discussed.
- Discuss the options considered for supplying the power required for the Project and the environmental implications, including opportunities to increase the energy efficiency of the Project.

9.0 Environmental Monitoring Program

- Frequency, location, parameters of monitoring.
- Summary matrix of environmental monitoring, during construction and operation stage.
- Requirement of monitoring facilities.
- Compilation and analysis of data and reporting system.

10.0 Additional Studies, if required or suggested by SEAC Committee Indore (M.P.)

10.1 Risk Assessment (ERA) and Disaster Management Plan (DMP)

11.0 Projects benefits

This section details out the improvements in physical infrastructure, social infrastructure if any. Also it details out any employment potential and other benefits that are accrued if the project is taken up.

12.0 Environmental Management Plan (EMP)

EMP as summarized and presented in following format:

Air Environment

S.No.	Expected Impact	Impact Zone	Management Plan	Responsible person

Water Environment

S.No.	Expected Impact	Impact Zone	Management Plan	Responsible person

Land Environment

S.No.	Expected Impact	Impact Zone	Management Plan	Responsible person

Noise Environment

S.No.	Expected Impact	Impact Zone	Management Plan	Responsible person

13.0 Summary & Conclusion (Summary EIA)

This document should summarize the significant findings of the EIA report. The summary must describe each significant environmental issue and its resolution in sufficient details so that its importance and scope, as well as the appropriateness of the approach taken to resolve it are well understood.

14. Disclosure of consultants engaged

This chapter shall include the names of the consultants engaged with their brief resume and nature of consultancy rendered.

Enclosures

Conceptual Plan / Questionnaire / Photos

15. ELIGIBILITY CRITERIA FOR CONSULTANT :

- 1) The consultant should have accreditation with Quality Council of India(QCI) / National Accreditation Board for Education and Training (NABET) for B category project particular in sector of Housing and Large Construction project/Township and Area Development Projects sector with certificate.
- 2) Consultancy firm should have experience more than 5 years in the field of providing Consultancy for obtaining environment clearance projects of any Govt. Department/ Semi Govt. Dept. / Development Authority/ Housing Board.
- 3) Consultancy firm should have experience of obtaining environment clearance for at least 05 area development and 03 building projects of any Govt. Department/ Semi Govt. Dept. / Indore Development Authority/ Housing Board.
- 4) The consultant should provide the qualification and experience of Expert working with the Firm /Consultant.
- 5) Joint Ventures or Consortia are not permissible.

16. TIME FRAME :

The consultant should assist in obtaining EC within one year from date of agreement, Environment clearance and day to day follow up from various competent authorities (if required)

- 1) MP Pollution Control Board
- 2) State Environmental Impact Assessment Authority (SEIAA)

16.1 Extra time limit will be granted on appropriate reasoning by the consultant.

17. SCHEDULE OF PAYMENT :-

The Consultant shall be paid professional fees in the following stages consistent with the work done.

Stage-1 Advance shall be made within a week from date of work order.	30% of the total fees payable.
Stage-2 Preparation and submission of Inception report including preparation and submission of Form 1 , Form 1A, Conceptual plan and feasibility report to SEAC / SEIAA	20% of the total fees payable
Stage-3 After submitting the draft EIA report to SEAC MP State Bhopal.	15% of the total fees payable
Stage-4 On clearance of all queries raised by Expert Committee during meeting & project is recommended for grant of EC by SEAC Submission and presentation of final report with clarification of Expert Member, SEAC	15% of the total fees payable
Stage-5 After successful getting the Environmental Clearance from SEIAA / MoEF.	20% of the total fees payable

NOTE :- Interim payments may be made to the consultant on pro-rata basis within all stages, as decided by engineer-in charge.

18.0 PERFORMANCE SECURITY

For successful bidder the Bid Security Amount shall be converted to Performance Security after issuance of the acceptance letter. The Performance Security shall be released after satisfactory completion of the work. If work is not completed in time period, performance security may be partially / fully forfeited as decided by Engineer-in-charge.

19.0 GENERAL TERMS AND CONDITIONS

- 1) Tender form can be purchased online only from Website <https://www.mptenders.gov.in> by making online payment.
- 2) The tender shall be submitted by the tenderer in the following three separate envelopes **online :-**

a)	Scan copy of Bid security and EMD	Envelope A
b)	Scan copy of Employees Provident Fund Registration, GST Registration "Technical Proposal" (Documents of proof of eligibility) and required other relevant documents	Envelope B
c)	Price bid (Online only)	Envelope C

- Note :** 1) Bidders are required to submit the scanned copy of Bid security in physical form in an envelope **marked 'A'** and any other documents related to technical bid which cannot be submitted online in a physical form in envelope **marked 'B'**. Price bids are to be submitted mandatory online and shall not be accepted in any physical form as mentioned above.
- 2) Bid opening shall be carried out in three stages. Firstly, 'Bid Security of all the bids received shall be opened on the date and time mentioned above. 'Technical Bid' of those bidders who fit in the 'Bid Security shall be opened. 'Financial Bid' of only those bidders whose 'Technical Bid' has been determined to be substantially responsive shall be opened.
 - 3) Bids shall remain valid for a period of 120 Days (One Hundred Twenty Days) after the deadline date for bid submission. The Employer as non-responsive shall reject a bid valid for a shorter period.
 - 4) Any bid not accompanied by an acceptable Bid Security Deposit as indicated in NIT as above shall be rejected by the Employer as non-responsive.
 - 5) Due to unforeseen condition, if the opening date of Technical Bid/Financial Bid is declare holiday, then in that case bids will be open on next working day at the same time and place.
 - 6) Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.
 - 7) The IDA reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action. Other details can be seen in the bidding

documents.

- 8) Bidder should have the registration in Employees Provident Fund, ESIC, Service Tax, Income Tax (Pan Number). The copies of registration certificates of aforesaid institutions are required to be submitted along with the tender.
- 9) Taxes:- The financial proposal shall take into account all type of the tax liabilities but excluding GST. GST will be reimbursed by IDA, at the prevailing rate.

20.0 INSTRUCTIONS TO BIDDERS (ITB)

1. General

- 1.1 To obtain first hand information on the assignment you are encouraged to pay a visit to the IDA and the project site before submitting a proposal. You must fully inform yourself of local and site conditions and take them into account in preparing your proposal.
- 1.2 Please note that (I) costs of preparing the proposal and of negotiating the contract, including visits to the IDA etc. are not reimbursable as a direct cost of the assignment; and (ii) IDA is not bound to accept any of the proposals submitting and reserve the right to reject any or all proposals without assigning any reasons.
- 1.3 You are expected to examine all terms and instructions included in the documents. Failure to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 1.4 The proposals must be properly signed as detailed below:
 - 1.5.1 i) By the proprietor in case of a proprietary firm.
 - ii) By the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney shall accompany the proposal).
 - iii) By a duly authorized persons holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal).
- 1.5.2 Joint Venture is not allowed.

21.0 PRICE SCHEDULING

(TO BE SUBMITTED ON-LINE ONLY)

S.No.	Description	To be filled in by the Tendered	
		Amount in Figure in Rs.	Amount in words in Rs.
1	Obtaining Environmental Clearance for Area Development Project of Scheme No. 172 Indore As per scope of work and conditions as mentioned in Tender Document (The rate quoted should be of inclusive of all govt. taxes except GST as applicable).		

1. Performance Security Deposit @ 5% shall be deducted from the each bill of the consultant, which will be refunded after successful getting Environmental clearance.
2. Financial Proposals are to be submitted online only.
3. Fee structure and payment terms shall remain strictly as indicated above. Fee shall be quoted as a fixed amount in Indian Rupees. Conditional proposal shall be summarily rejected
4. The above quoted fee shall include all consulting services as per above scope of work.
5. All legal/ Government fees will be paid by Indore Development Authority as per EIA guideline for Environmental Clearance of Area Development GST as applicable shall be payable separately.
6. The bids shall be evaluated on L-1 basis.
7. In case Authority decides to abandon the project for any reason, the payment of the consultant shall be restricted up to the Stage the services have actually been provided by the consultant.

22.0 Refund/release of Earnest Money and Performance Security

The performance security (Bank Guarantee) and earnest money will be released / refunded after getting the environmental clearance SEIAA/SEAC (MoEF)

Note :- Applicable GST will be charged extra.

23.0 GENERAL CONDITIONS OF AGREEMENT

23.1 GENERAL PROVISIONS

DEFINITIONS :-

Unless the context otherwise requires, the following term whenever used in this Agreement have following meanings:

- a) “Agreement” means the Agreement signed by the Parties, together with all documents/Appendices attached hereto and includes all modifications;
- b) “Applicable Law” means the laws and any other instruments having the force of law in the State of Madhya Pradesh as they may be issued and in force from time to time;
- c) “Currency” means the Indian Rupees;
- d) “Effective Date” means the date on which this Agreement comes into force and effect;

24.0 GENERAL CONDITIONS:-

- a) Power of Executive Engineer: The Executive Engineer does not bind himself to accept or to recommend for the acceptance the lowest or any tender or to give any reasons for his decision.
- b) Validity of offer : Tender shall remain valid upto 120 days from the date of receipt of tender and in the event of the tenderer withdrawing the offer before aforesaid date for any reason whatsoever, earnest money deposited with the tender shall be forfeited to the Pradhikari.
- c) **Execution Of Agreement:** The tenderer whose tender has been accepted (referred to as the contractor) shall execute the agreement in the prescribed form within ten days of the date of issue of communication of the acceptance of his tender. Failure to do so will result in Earnest Money being forfeited to the Pradhikari and tender being cancelled.
- d) The consultant should provide the qualification and experience of Expert working

with the Firm /Consultant.

e) Joint Ventures or Consortia are not permissible.

25.0 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Consultants. The Consultants, subject to this Agreement, have complete charge of Personnel and sub- consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

26.0 Law Governing Contract

This Contract, it’s meaning and interpretation, and the relation between the parties shall be governed by the Applicable Laws.

27.0 Headings The Headings shall not limit, alter or affect the meaning of this contract.

Notices :-

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the

Party to whom the communication is addressed, or when sent by registered mail, telex, speed post, Telegram or facsimile to such Party at the addresses specified hereunder: -

Employer: -----.

Attention: -----

E-mail: -----

Fax: -----

Consultants:

Attention:

E-mail:

Phone:

Fax:

Account details for Online EMD Payment :-

- 1) Name of A/c. Holder.....
- 2) A/c.No.....
- 3) Bank Name.....
- 4) IFS Code.....

28.0 Taxes and Duties

The consultants and the personnel shall pay all the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during life of this agreement and the Employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

The conditions shown in the term of reference shall form the part of this agreement.

Anti corruption Policy

Definitions

- a) **“Corrupt practice”** means the offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the action of any party in the consultants selection process or in contract execution;
- b) **“Fraudulent Practice”** means a misrepresentation or omission of facts in order to influence a selection process or the execution of the contract;
- c) **“Collusive practices”** means a scheme or arrangement between two or more consultants with or without the knowledge of the borrower designed to influence the action of any party in the consultants selection process or in contract execution;
- d) **“Coercive Practice”** means harming or threatening to harm directly or indirectly, person or their property to influence their participation in a consultant selection process or effect the execution of a contract.

Employer shall reject a proposal for award if it determines that the consultant recommended for award has directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question

29.0 Liability of Parties

This agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

30.0 Modification

Modifications of the terms and conditions of this agreement, including any modification of the scope

of the services, may only be made by written agreement between the parties.

31.0 Force Majeure Definition: -

For the purposes of this agreement, “Force Majeure” means an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot, Civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action are within the power of the party invoking force majeure to prevent, confiscation or any other action by Government agencies.

Force Majeure shall not include

- (i) Any event which is caused by the negligence or intentional action of a party or such party’s sub-consultant or agent or employees,
- (ii) Any event which a diligent party could reasonably have been expected to both to take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

32.0 No Breach of Agreement

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this agreement insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this agreement.

33.0 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 it is reasonably practicable and shall take all reasonable measures to remove such party’s inability to fulfill its obligations hereunder with a minimum of delay.
- 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 event 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) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

34.0 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

35.0 Extension of Time

Any period within which a Party shall, pursuant to this Agreement does not complete any action or task, 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.

36.0 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of services and in reactivating the Services after the end of such period.

37.0 Suspension

The Employer may by written notice to the Consultants, may suspend in whole or part the services, if any of the following events shall have happened and be continuing :- (i) if the Consultants fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

The Employer for any reasons beyond his reasonable control, may ask the consultant to suspend whole or part of the work/services for such time till the reasons are removed or settled. The extra time period of such duration shall be granted as time extension on the original terms and conditions.

38.0 Termination By the Employer

The Employer may terminate the contract in case of occurrence of any of the events specified in this paragraph. In such an occurrences the Employer shall give not less than thirty (30) days written notice of termination to the consultant:

- a) If the consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension of this agreement hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;
- b) If the consultants (or if the consultants consists of more than one entity, if any of their partners) become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or

take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings relating to this agreement;
- d) If the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- e) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- g) If the consultant, in the judgment of the Employer, was engaged in corrupt or fraudulent practices in competing for or in executing the agreement.

39.0 Cessation of Rights and Obligations

Upon termination of this Agreement hereof, or upon expiration of this Agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Gifts and obligations as may have accrued on the date of termination or expiration,
- (ii) The obligation of confidentiality of this agreement hereof,
- (iii) The consultant's obligation to permit inspection, copying and auditing of their accounts and record of this agreement hereof,
- (iv) The consultant's obligations regarding default in performance of the services in accordance of the provisions of the agreement and for any loss suffered by the Employer, whereof, as a result of such default, and
- (v) Any right, which a party may have under the Applicable Law.

40.0 Cessation of Services

Upon termination of this agreement by notice of either to the other the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

41.0 Payment upon Termination

Upon termination of this agreement, the Employer shall make the payment for services satisfactorily performed prior to the effective date of termination, subject to other conditions of this agreement, to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Employer):

42.0 Disputes about Events of Termination

If either Party disputes on any matter, such party may, within forth-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration.

43.0 Obligations Of The Consultants Prohibition of Conflicting Activities

The Consultants shall not engage and shall cause their personnel not to engage, either directly or indirectly in any of the following activities:

(a) During the term of this agreement, any business or professional activities in the State of Madhya Pradesh, this would conflict, with the activities assigned to them under this Agreement.

44.0 Liability of the Consultants

The Consultant's liability under this agreement shall be as provided by the Applicable Law:

45.0 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof and (ii) shall permit the Employer or its designated representative periodically, and up-to one year from the expiration or termination of this agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer .

46.0 Consultant's Actions requiring Employer's prior Approval

The Consultants shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the Personnel as are listed in scope merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood
 - (i) that the selection of the Sub-consultant and the terms of conditions of the Sub-Contract shall have been approved in writing by the Employer prior to the execution of the sub-contract, and
 - (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its personnel pursuant to this agreement;
- (c) Item, as may be specified.
- (d) Any other action as may be specified.

47.0 Reporting Obligations

The Consultants shall submit to the Employer the reports and documents specified in scope hereto,

in the form, in the numbers and within the time period set forth in the said Annexure and also furnish specific data/information called for by the Employer as and when required.

48.0 Documents Prepared by the Consultants to be the Property of the Employer

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Employer under this agreement shall become and remain the property of the Employer. The Consultants shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to the Employer, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

49.0 PAYMENTS TO THE CONSULTANTS Payment - As mentioned in T.O.R.

Currency of Payment

Except as may be otherwise agreed between the Employer and the Consultants all payments under this agreement shall be made in Indian Rupees only. The payments shall be made by Cheques.

Recovery

Any sum, up to fee paid, falling due or any loss caused due to this agreement shall be recoverable by the Employer from the consultant as if it were arrears of land revenue.

Penalty –

For delay in work/ non-performance of duties a penalty equivalent to 1.0% per cent per week of total agreement amount shall be imposed, which shall be maximum to 10 per cent of agreement amount.

IDA may in addition forfeit the Earnest Money and performance security of the Consultant in case of extraordinary delay of work / completely non-performance of duties by rescinding the agreement, for which Consultant shall have no claim.

50.0 FAIRNESS AND GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

Operation of the Agreement

The parties recognize that it is impractical in this agreement to provide for every contingency which may arise during the life of the agreement, and the parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either party believes that this agreement is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a

dispute subject to arbitration.

The consultant shall be liable for discrepancies and disorders etc in Consultancy services executed under this Agreement.

51.0 SETTLEMENT OF DISPUTES DISPUTE RESOLUTION

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non completion of the Project, between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably.

Steering Group

- a** Either party may require such dispute to be referred to the steering group constituted by IDA & Consultant. Upon such reference, the said three persons shall meet not later than 7 days of the date of such request to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the said period or the dispute is not amicably settled within 15 days of such meeting, either party may refer the dispute to arbitration.
- b** If the dispute is not resolved as evidenced by the signing of the written terms of settlement within 30 working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the parties then the provisions of arbitration clause shall apply.

52.0 Disputes and arbitration

If any dispute of any kind whatsoever shall arise between Consultant & IDA in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, **the dispute can be filed at MP Jurisdiction.**

Part - 2

Prescribed Forms / Annexure

Covering letter format

(On the letter head)

To:

Chief City Planner

Indore Development Authority

7, Race Course Road

Sub: selection of consultant for Environmental Impact Assessment (EIA) For Area Development Project of Scheme No. 172 Indore having examined all the details given in RFP document and Proforma for the above Consultancy works, I/we hereby submit the relevant information.

1. I / We hereby certify that all the statements made and information furnished in the enclosures is true and correct.
2. I / We have furnished all information and details necessary for RFP and have no further pertinent information to supply.
3. I / We also agree that the Chief City Planner (Indore Development Authority, Indore) or their authorized representatives can approach individuals, employers and firms to verify our competence and general reputation.
4. I / We submit certificates in support of our suitability, technical knowhow and capability for having successfully completed the projects, in prescribed format.
5. I / We agree that the discretion and decision of the IDA is final and binding.

Date

Signature(s) of Applicant(s)
with seal

Enclosures:

1.

2.

Etc.

Annexure 2

Litigation/Arbitration

Year	Contract Identification and Matter in Dispute	Value of Pending Claim in INR or any other currency
	Contract Name : Name of Employer : Address of Employer : Matter in Dispute : Total value of the Contract :	
	Contract Name : Name of Employer : Address of Employer : Matter in Dispute : Total value of the Contract :	
	Contract Name : Name of Employer : Address of Employer : Matter in Dispute : Total value of the Contract :	

Signature of the Applicant
Name & Designation

Place :
Date :

Annexure-3

Affidavit

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM Rs.50/- DULY CERTIFIED BY NOTARY PUBLIC)

Affidavit of Mr.S/o

R/o.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor / Authorized signatory of M/s.having its Head Office /Regd. Office at
2. That the information / documents / Experience certificate(s) submitted by M/s.....along with this to IDA, INDORE are genuine and true and nothing has been concealed.
3. I shall have no objection in case IDA, Indore verifies them from issuing authority(s). I shall also have no objection in producing the original copy of the document(s), for verification.
4. I hereby confirm that in case, any document, information & /or certificate submitted by me is found to be incorrect/false/fabricated, IDA, Indore at its discretion may disqualify / reject my application for pre-qualification out rightly and also debar me /M/s.from participating in any future tenders/RFPs.

Deponent

I,, the Proprietor / Authorized signatory of M/s., do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified atthisday of

Deponent

BANK GUARANTEE FORM FOR EMD

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____ [Date] for the construction of _____ [Name of Contract] (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We, _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto Indore Development Authority, Indore (here in after called "Pradhikari") in the sum of _____ (_____

_____) for which payment well and truly to be made to the said Pradhikari the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2012

THE CONDITIONS of this obligation are:

- (1)** If the Bidder withdraws his Bid during the period of bid validity specified in the tender documents; or
- (2)** If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
- (3)** If the Bidder having been notified of the acceptance of his Bid by the Pradhikari during the period of bid validity,
 - (a)** Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required: or
 - (b)** Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders,
 - (c)** Fails or refuses to furnish the Domestic Preference Security, where required.

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

This Guarantee will remain in force up to and including the date 180 (one hundred and eighty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Pradhikari, notice of which extension(s) to the

Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS _____

NAME AND ADDRESS OF THE WITNESS _____

GUARANTEE BOND

(To be used by approved Schedule Bank)

1. In consideration of the Indore Vikas Pradhikari (hereinafter called the "Pradhikari") having offered to accept the terms & conditions of the propose agreement between and (hereinafter the said contractor(s)) for the agreement) having agreed to production of irrevocable bank guarantee for Rs. (Rupees) as a security/guarantee for the compliance of his obligations in accordance with the terms and conditions in the said agreement.

We(hereinafter referred

(indicate the name of the Bank)

to as "the Bank") hereby undertake to pay to Indore Vikas Pradhikari (hereinafter called the "Pradhikari") an amount not exceeding Rs..... (Rupees..... only) on demand by the Pradhikari.

2. Wedo hereby undertake to pay the

(indicate the name of the Bank)

amounts due and payable under this guarantee without any demure, merely on a demand from the Pradhikari stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). 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 restricted to an amount not exceeding Rs..... (Rupees).

3. We the said bank further undertake to pay the Pradhikari 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, out liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We further agree that the

(indicate the name of the Bank)

guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Pradhikari under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of Pradhikari certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We further agree with the Pradhikari

(indicate the name of the Bank)

that the Pradhikari shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Pradhikari against the said contractor(s) and to forbear 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 contractor(s) or for any forbearance, act of omission on the part of Pradhikari or any indulgence by the Pradhikari by the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s).

7. We lastly undertake not to revoke

(indicate the name of the Bank)

this guarantee except with the previous consent of the Pradhikari in the writing.

8. This guarantee shall be valid upto unless extended on demand by the Pradhikari. Notwithstanding any thing mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated day of..... 20..... for..... Bank Ltd.