



TENDER DOCUMENT

for

Consultancy services for obtaining Environmental Clearance (EC) from Ministry of Environment, Forest & Climate Change (MoEF&CC) and CRZ Clearance from Andhra Pradesh Coastal Zone Management Authority for the project **“Improving the capacity utilization of OR-I & OR-II berths at Visakhapatnam Port Trust (VPT), Andhra Pradesh, India”**



BIRDS EYE VIEW OF OR-I AND OR-II BERTHS

**CHIEF ENGINEER
VISAKHAPATNAM PORT TRUST
VISAKHAPATNAM – 530 035, ANDHRA PRADESH**

Phone: +91-891-2873300 / 2565289; Fax: +91-891-2565023
Website: www.vizagport.com, E-mail: cevpt15@gmail.com

OCTOBER 2016

Description	CONTENTS	Page No
NIT		
Definitions		
General Information		
Instructions to Bidders		
General Conditions		
Scope of work		
Specific conditions		
Price Bid format		
Annexures		
Annexure – IA: Copy of ToR issued by MoEF		
Annexure-IB: Additional ToR issued by MoEF		
Annexure –II: Form of bank Guarantee		
Annexure –III: Form of Guarantee for advances		
Annexure –IV: Form of Agreement		
Annexure – V: Bidder’s Declaration		

VISAKHAPATNAM PORT TRUST
CIVIL ENGINEERING DEPARTMENT

NOTICE INVITING TENDERS (NIT)

1. ORGANISATION : VISAKHAPATNAM PORT TRUST
2. DEPARTMENT : CIVIL ENGINEERING
3. NIT NUMBER : IENG/EE(Env)/EC-OR1&OR2/89,
dated 22.10.2016
4. NAME OF THE WORK : Consultancy services for
obtaining Environmental Clearance
(EC) from Ministry of Environment,
Forests & Climate Change
(MoEF&CC) and CRZ Clearance
from Andhra Pradesh Coastal
Zone Management Authority for
the project "Improving the capacity
utilization of OR-I & OR-II berths at
Visakhapatnam Port Trust (VPT),
Andhra Pradesh, India"
5. ESTIMATED AMOUNT PUT TO TENDER : ---
6. PERIOD OF COMPLETION : 9 (nine) months.
7. FORM OF CONTRACT AND CLASS OF CONTRACT : Reputed firms who are accredited
with Quality Council of India (QCI)
National Accreditation Board of
Education and Training (NABET)
published by MoEF vide O.M. F.No.
J-11013/77/2004-IA-II (I), dated
30.09.2011
8. BIDDING TYPE : Open
9. BID CALL NO. : 1st Call
10. TYPE OF QUOTATION : Lumpsum
11. TRANSACTION FEE PAYABLE TO FA& CAO, VPT, PAYABLE AT VISAKHAPATNAM : Rs. 10,000/-
12. SOLVENCY : Rs. 10.00 Lakhs
13. AVERAGE ANNUAL TURNOVER DURING LAST THREE FINANCIAL YEARS : Rs. 12.00 Lakhs

14. EMD / BID SECURITY : Rs. 1,00,000/-
15. EMD / BID SECURITY DD PAYABLE TO : FA & CAO, VPT payable at Visakhapatnam
16. BID DOCUMENT DOWNLOADING START DATE : **26.10.2016** from 1000 hours
17. BID DOCUMENT DOWNLOADING END DATE : **05.11.2016** up to 1300 hours
18. LAST DATE AND TIME FOR RECEIPT OF BIDS : **05.11.2016** up to 1400 hours
19. BID VALIDITY : **120 days**
20. TECHNICAL BID OPENING DATE & TIME : **05.11.2016** at 1500 hours
21. OFFICER INVITING BIDS : Chief Engineer, VPT, VSP
22. BID OPENING AUTHORITY : Executive Engineer (Env), VPT, VSP
23. ADDRESS : O/o Chief Engineer, 3rd floor, Visakhapatnam Port Trust, Visakhapatnam – 530 035
24. CONTACT DETAILS : 0891-2873344, 0891-2873335, 0891-2873328

Details of average annual turn over shall not be less than Rs. 12.00 lakhs during the last 3 (three) years ending 31st March of the previous financial year, duly certified by the Chartered Accountant.

Eligibility criteria: Reputed firms who are accredited with Quality Council of India (QCI) National Accreditation Board of Education and Training (NABET) published by MoEF vide O.M. F.No. J-11013/77/2004-IA-II (I), dated 30.09.2011

The tenderers may keep a watch for further amendments if any at www.vizagport.com before submitting the bids and any further clarifications can also be obtained from CE's office VPT.

In case of any inconsistency between conditions in the document / amendments / corrigendum / clarifications, the decision of the Engineer-in-charge shall be final.

CHIEF ENGINEER

Copy to: C.V.O. / FA&CAO / Joint Director (R&P) for information.

Copy to: Dy.CE-II / EE(Env) / AE(EC) for information and necessary action.

1.0 DEFINITIONS

The following words and expressions shall have the meanings as stated below.

VPT: Visakhapatnam Port Trust

MoEF&CC: Ministry of Environment, Forests & Climate Change, Govt. of India

EIA: Environmental Impact Assessment

EC: Environment Clearance

EMP: Environmental management Plan

SCZMA: State Coastal Zone Management Authority

DCZMA: District Coastal Zone Management Authority

NOC: No Objection Certificate

ToR: Terms of Reference

MTPA: Million Tonnes Per Annum

Consultant: Successful bidder selected by Visakhapatnam Port Trust and who has been issued the Letter of Intent (LOI) for executing the work.

Performance Guarantee means: The Guarantee document issued by the consultant for performance / fulfillment of the contract conditions.

2. GENERAL INFORMATION

2.1 General information:

The Port of Visakhapatnam, situated on the East Coast of India, is one of the five pre-independence Ports of the country and was opened to commercial shipping on 7th October, 1933. Strategically located on the East Coast, the Port is endowed with deep water basins, naturally protected to provide tranquil water frontage to accommodate large size ships. The Port has two harbour basins namely the inner harbour and the outer harbour. To meet the dynamic changing needs of cargo carriers, the port is making relentless efforts to augment its infrastructure facilities. As a part of this endeavor, the inner harbour turning circle and entrance channel were deepened to cater to fully laden Panamax vessels of 14.5 m draft

2.2 Name and brief scope of work:

Visakhapatnam Port Trust intends to “**Improving the capacity utilization of OR-I & OR-II berths at Visakhapatnam port trust (VPT), Andhra Pradesh, India**”. Port intends to award the work to a well established, eligible, experienced and financially competent firm / agency / organization / consortium to render the consultancy services to obtain environmental clearance (EC) from Ministry of Environment, Forests & Climate Change (MoEF&CC), Government of India, New Delhi and CRZ Clearance from Andhra Pradesh State Coastal Zone Management Authority.

VPT is seeking the services of qualified firms to obtain Environment Clearance including preparation / conducting Environment Impact Assessment (EIA) studies and other studies etc. in accordance with the Standard Terms of Reference (ToR) already specified by MoEF&CC for conducting EIA study and also additional ToR for the project specified by MoEF&CC. The consultant will be responsible for organizing all studies, clearances and investigations including to coordinate for obtaining all mandatory clearances from MoEF & CC and SCZMA, Department of Environment & Forests, Govt. of Andhra Pradesh, etc

2.3 Invitation of Bids;

Sealed tenders are invited from reputed firms / consultants who are accredited with Quality Council of India (QCI) National Accreditation Board of Education and Training (NABET) published by MoEF vide O.M. F.No. J-11013/77/2004-IA-II (I), dated 30.09.2011 having experience in carrying out EIA studies and obtained Environment clearance from Ministry of Environment, Forests & Climate Change (MoEF&CC), Govt. of India and CRZ clearance from State Coastal Zone Management Authority. The details of the eligibility criteria and other specific and general conditions are given in the following chapters.

2.4 Procurement of tender document

The tender document can be obtained from the Registered office at the following address on working days from 1100 hrs to 1700 hrs from 26.10.2016 to 05.11.2016 by paying Rs. 10,000/- (Rupees Ten thousands only) (non-refundable) through Demand Draft drawn in favour of FA&CAO, Visakhapatnam Port Trust from any Nationalized bank / Scheduled bank payable at Visakhapatnam.

Correspondence Address:

**The Chief Engineer,
Visakhapatnam Port Trust,
Visakhapatnam – 530 035
ANDHRA PRADESH, INDIA**

Fax: +91-891-2565023, Phone: +91-891-2565289

Website: www.vizagport.com, e-mail: cevpt15@gmail.com

Tender document is also posted in the Port's website www.vizagport.com

Those who have downloaded the tender document to participate in the tender shall submit the tender document fee in the form of Demand draft for Rs. 10,000/- (Rupees Ten thousand only) drawn in favour of FA & CAO, Visakhapatnam Port Trust from any Nationalized / Scheduled Bank payable at Visakhapatnam.

Sealed offers prepared in accordance with the procedures and conditions enumerated in the section "Instruction to Bidders", "General Conditions" and "Special conditions", etc., should be submitted to the office of Chief Engineer, Visakhapatnam Port Trust, Visakhapatnam-530 035 on or **before 1400 hrs. on 05.11.2016.**

3.0 INSTRUCTIONS TO BIDDERS

3.1 The sealed tenders must be sent in one main cover containing two separate covers and these two covers shall be super scribed as “Cover –I” and “Cover–II” respectively. Names and addresses of the Bidders shall be written on all the covers. The sealed tender covers must be super scribed as **“Invitation of bids for rendering consultancy services for obtaining Environmental Clearance (EC) from Ministry of Environment, Forest & Climate Change (MoEF&CC) and CRZ clearance from Andhra Pradesh Coastal Zone Management Authority for the project “Improving the capacity utilization of OR-I & OR-II berths at Visakhapatnam port trust (VPT), Andhra Pradesh, India”**, in accordance with Instructions to Bidders, General / Special Conditions, etc., are invited in duplicate so as to reach the office of the Chief Engineer, Visakhapatnam Port Trust, Visakhapatnam-530 035, not later than the time and date specified in the tender document. Any tenders received after this date and time will be rejected. The Bidder before quoting shall visit Visakhapatnam Port Trust and see for himself the existing environment to get the first hand knowledge of the conditions and the environment, available facilities etc., in order to offer reliable, proven consultancy services. The bidder shall not hold VPT responsible for not furnishing / missing any relevant information.

3.2 Sealed tender “Cover-I” must be Super scribed as “Technical Bid” and sealed “Cover-II” must be super scribed as “Price Bid” – Both the sealed covers must be Super scribed as “Invitation of bids for rendering consultancy services for obtaining the Environmental Clearance (EC) from Ministry of Environment, Forest & Climate Change (MoEF&CC) and CRZ Clearance from Andhra Pradesh State Coastal Zone Management Authority Board for **“Improving the capacity utilization of OR-I & OR-II berths at Visakhapatnam port trust (VPT), Andhra Pradesh, India”** and both Cover-I and Cover-II as mentioned above shall be sealed in a big cover. All the contents of Cover-I and Cover-II shall be submitted in duplicate. Any bid received after dead line for submission of bid, will be rejected.

3.3 “Cover – I” shall consist the following:

- (1) Application / Covering letter
- (2) Earnest Money Deposit (EMD) for Rs.1,00,000/- (Rupees one hundred thousands

only).

- (3) Complete technical information of the consultancy firm.
- (4) Copies of PAN No. and Service Tax registration number.
- (5) Tender Document along with other documents signed in all pages (Except price bid)
- (6) Bidders declaration (Annexure V).
- (7) **Eligibility criteria:**

(a) The consultancy firm should have valid accreditation in the Ports & Harbors sector-category A, with Quality Council of India (QCI) / National Accreditation Board of Education and Training (NABET) for carrying out EIA studies. Valid certificate shall be enclosed as proof without fail.

(b) Documentary proof for which (i) Environmental clearance from MoEF&CC and (ii) CRZ Clearance from State Coastal Zone Management Authority, were obtained for at least one project during the last five years in any Central / State / PSU / any reputed industry. Work order and copies of EC letters shall be submitted as documentary evidence without fail.

In case the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

- a) The lead member of the consortium should satisfy the minimum experience requirement as per para 7 [a] above.
- b) The leader of the consortium should confirm unconditional acceptance of full responsibility of executing the 'Scope of work' of this tender. This confirmation should be submitted along with the techno commercial bid (Cover-I).
- c) All the members of the consortium must submit the MoU between the parties and undertake in their MOU that each party shall be jointly and severally liable to VPT for any and all obligations and responsibilities arising out of this contract.
- d) Payment shall be made by VPT only to the leader member of the consortium / joint venture towards fulfillment of contract obligations.

3.4 "Cover –II" shall consist of the following:

The Cover – II shall contain only schedule of rates for the "Invitation of bids for rendering consultancy services for obtaining the Environmental Clearance (EC) from Ministry of Environment, Forest & Climate Change (MoEF&CC) and CRZ

Clearance from Andhra Pradesh State Coastal Zone Management Authority for **“Improving the capacity utilization of OR-I & OR-II berths at Visakhapatnam port trust (VPT), Andhra Pradesh, India”**. The duly filled and signed price bid as per the format shall be enclosed. The contents of the cover shall be submitted in duplicate.

- 3.5 The Bidder shall sign on all pages of the tender document numbered serially and such signature shall be made by a person, holding a power of attorney authorizing him to do so. In case of consortium, it shall be signed by the lead partner of the consortium. Copy of power of attorney should be enclosed.
- 3.6 The “Cover I”, the “Technical Bid” of the tenders will be opened on 05.11.2016 at 1500 hrs at the office of the Chief Engineer, Visakhapatnam Port Trust, Visakhapatnam - 530 035 in presence of Bidders. Bidders should send letter of authorization on the firm’s letter head with attested specimen signature of their representatives who wish to present / deputed to attend at the time of opening of tenders. Representatives without such authorization letters may not be permitted to be present to witness the opening.
- 3.7 The maximum number of persons representing the firm to witness the opening of the tender is limited to two.
- 3.8 On the date of opening, only the Main cover and Technical bid (Cover-I) alone will be opened. Cover-II will not be opened. All the sealed Cover-II of various Bidders will be put inside one cover and sealed in the presence of the Bidders or their authorized representatives, who are present on the date of technical bid opening.
- 3.9 The date and time of opening of price bid (Cover-II) will be intimated to the Technically qualified Bidders based on the evaluation of their Technical bid (Cover-I) and will be opened at the specified time and date in the presence of the representatives of the Bidders who choose to attend the price bid opening.
- 3.10 All documentation required has to be in English Language.
- 3.11 Visakhapatnam Port Trust takes no responsibility for delay or non-receipt of Tender Document sent by post and also reserves the right to accept or reject any or all the tenders in part or full, at any stage of the tender process, without assigning any reason thereof.

- 3.12 All communication with regard to this tender is to be addressed to the Chief Engineer, Visakhapatnam Port Trust, Visakhapatnam- 530 035
- 3.13 **Validity of offer:** The validity of the Tender would be for a period of **120 days** from the date of opening of Technical bids of the Tender and the validity can be extended on mutual consent.
- 3.14 **Earnest Money Deposit (EMD):** The Earnest Money Deposit (EMD) shall be Rs.1,00,000/- (Rupees one hundred thousand only) by Demand draft drawn in favour of FA&CAO, Visakhapatnam Port Trust from a Nationalised / Schedule Bank encashable at Visakhapatnam. Tender documents received without EMD amount will be rejected. The EMD shall be forfeited, if the Bidder withdraws his tender during its validity. The Earnest Money Deposit (EMD) of the unsuccessful Bidders will be refunded once LOI is awarded to successful Bidder. EMD shall not bear any interest. EMD shall be released to the successful Bidder, only upon receipt of Security deposit as mentioned in Clause 4.4.
- 3.15 Conditional tenders will be rejected without assigning any reason.
- 3.16 VPT at its discretion may extend the last date of submission of tender and opening of tenders. VPT reserves the right to reject any or all the tenders and / or to postpone the last date for receipt and / or the date of opening of the tenders or venue of the opening of the tenders without assigning any reasons therefor, which will be intimated through VPT's web site www.vizagport.com. The final authority for acceptance of a Tender will rest with the Visakhapatnam Port Trust, who does not bind himself to accept the lowest tender and is vested with the authority to reject any or all of the tenders received without assigning any reason. VPT RESERVES THE RIGHT TO ACCEPT OR REJECT THE LOWEST, ANY OFFER OR ALL OFFERS WITHOUT ASSIGNING ANY REASONS THERETO.
- 3.17 **Jurisdictions:** The place of jurisdiction for any disputes shall be at Visakhapatnam, Andhra Pradesh

4.0 GENERAL CONDITIONS

4.1 The Bidders shall specifically note that they should send their offer in line with all conditions indicated in this tender document viz. instructions to the Bidders, general conditions etc., in all respects.

4.2 Bidders shall quote as a Lumpsum amount in Indian Rupees only and it shall be inclusive of all applicable charges, taxes, etc. Service tax will be reimbursed by VPT as per actuals on production of remittance.

4.3 The rates in the tender bids shall be quoted both in words and figures. The prices quoted in words would be final, in case, if there is any variation between words and figures in the price bid. The rates should be firm without any escalation.

4.4 **Security Deposit:** (i) The successful Bidder shall furnish a Performance Guarantee as Security Deposit (in the form of Demand Draft or Bank Guarantee) for a value of 10% of the value mentioned in price bid, within 15 days from the date of issue of letter of Intent (LOI). The unconditional and irrevocable Bank Guarantee should be issued by any National / Schedule bank encashable / irrevocable at Visakhapatnam, towards the Performance Security for the due fulfillment of the contract conditions. The form of Bank Guarantee for performance security is given as Annexure – II.

(ii) The above deposit will be released to the consultant on successful completion of the work within the period.

4.5 Income tax and other taxes shall be deducted at source as per the rules of Govt. unless certificates, if any, for deduction at lesser rates or for nil deduction is submitted from appropriate authorities by the consultant.

4.6 The total lumpsum amount quoted as per the Price Bid will be considered for finalizing the Lowest (L1) bidder on the offer being found techno commercially acceptable.

4.7 **Award of contract:** After evaluation and finalization of price bids received, VPT will intimate the award of contract to the successful Bidder by issuing Letter of Intent (LOI).

4.8 The successful Bidder have to bear the cost of stamp duty and charges for the purpose of executing the agreement.

4.9 The work is required to be carried out at Visakhapatnam Port Trust in restricted area

and as such all requirements in connection with such working areas are to be strictly complied with. The required Port entry permit for men and material are to be obtained after making an application in that regard.

4.10 No correspondence will be entertained by VPT from any of the unsuccessful Bidders.

4.11 The Bidder is expected to examine the bidding documents carefully and are deemed to have received and read all documents. It shall be the responsibility of the Bidder to request the copies of any missing documents. Failure to do so will be at Bidders risk.

5.0 SCOPE OF WORK

5.0 Scope of work

Visakhapatnam Port Trust intends to take up “**Improving the capacity utilization of OR-I & OR-II berths at Visakhapatnam port trust (VPT), Andhra Pradesh, India**” and intends to award the work to well established, eligible, experienced and financially competent firms / agency / organization / consortium to render the consultancy services to obtain environmental clearance (EC) from Ministry of Environment, Forests & Climate Change (MoEF&CC), Government of India, New Delhi and CRZ Clearance from State Coastal Zone Management Authority, Govt. of Andhra Pradesh. VPT is seeking the services of qualified firms to obtain Environment Clearance including preparation / conducting Environment Impact Assessment (EIA) studies and other studies etc. in accordance with the Standard Terms of Reference (ToR) already specified by MoEF for conducting EIA study and also additional project specific ToR issued the by MoEF&CC.

The selected consultant is required to obtain necessary clearances from all appropriate authority on behalf of Visakhapatnam Port Trust. The scope of work inter alia includes compliance to the following as per EIA notification 2006 of MoEF and subsequent modifications therein:

1. Environmental Appraisal Questionnaire developed by MoEF including preparation of Terms of Reference (ToR)
2. Environmental Impact Assessment Report
3. Environmental Management Plan
4. Details of Public Hearing as in Schedule IV as per requirement.
5. Forest / CRZ Clearance Certificate (if necessary)
6. No objection Certificate from State Pollution Control Board

The scope of work for the study to be carried out shall include but not be limited to the following activities / studies:

- a. To carry out CRZ mapping and Environmental Impact Assessment (EIA) study as per the Terms of Reference (TOR) and additional ToR issued to Visakhapatnam Port Trust by Ministry of Environment, Forests & Climate Change (MOEF&CC), New Delhi. Copy of the TOR and additional ToR are attached as Annexure I of this

tender document which has to be complied with, in total.

- b. To prepare ~~draft~~ EIA/EMP and Risk Assessment reports etc. as per the generic structure given in EIA Notification, 2006, approved TORs and latest guidelines / amendments issued by Ministry of Environment, Forests & Climate Change, Govt. of India from time to time. MoEF office memorandum dated 4th August 2009 may be also referred.
- c. Prepare the final EIA / EMP report as per the standard ToR besides considering additional ToR prescribed by MoEF and additional studies as per requirement if any duly complying the guidelines of MoEF
- d. To submit application along with requisite documents to the ministry and follow up for obtaining CRZ & Environmental Clearance (EC) in accordance with the procedure laid down in the EIA Notification, 2006 and its amendments from time to time.
- e. To be present and make presentation to Expert Appraisal Committee (EAC) MOEF&CC, Govt. of India, New Delhi and District & State Coastal Zone Management Authority, Andhra Pradesh, as and when required to clarify / justify / defend any issues that may be raised by them and obtain EC from MoEF.
- f. To prepare and submit the application for CRZ Clearance and follow-up with SCZMA, DoE&F, Govt. of Andhra Pradesh etc. till the said Clearance is received by VPT.
- g. The consultant(s) shall follow the standard TOR issued by MoEF for undertaking detailed EIA study, over and above specific / additional ToR accorded for the project shall be ensured to carry out the studies.
- h. The consultant(s) involved in the preparation of EIA / EMP report after accreditation with Quality Council of India / National Accreditation Board of Education and Training (QCI / NABET) would need to include a certificate in this regard in the EIA / EMP reports prepared by them and data provided by other Organisation(s) / Laboratories including their status of approvals etc. In this regard

circular no J-I1013/772004-IA-II(I) dated 2nd December, 2009 and other related circulars in this regard available on the MoEF's website may also be referred.

- 5.1 The consultant has to bear all the expenditure for carrying out all the works under this tender not limited to mobilization of men and materials to the project site for collection of samples, local conveyance, data collection, computer charges, local transport, analysis and compilation, report preparation, etc. Attending Expert appraisal committee meeting whenever required.
- 5.2 The consultant has to assist VPT in preparing the application to MoEF / APPCB / APSCZMA, for obtaining EC and CRZ Clearance. The consultant has to bear the expenditure towards preparation of copies of draft EIA / EMP reports, and other reports / studies as mentioned in the ToR for submission to MoEF for EC. The consultant has to bear the expenditure towards preparation of required number of copies for final EIA / EMP report, preparation of presentation material to MoEF / SCZMA etc; defending the project as well during presentation at MoEF / State Coastal Regulation Zone Management authority meetings, etc.
- 5.3 The consultant has to submit the draft EIA report and the final draft EIA report for VPT's comments / views, before submitting to statutory authorities for obtaining environmental clearance.
- 5.4 In case EAC / MoEF&CC / SCZMA during the presentation meeting, suggests modification / correction on the report, the consultant shall submit their amended report within the specified time period. However, it is emphasized that all the reports / data / presentations made by the consultant shall be comprehensive enough to avert such a contingency.
- 5.6 VPT will provide Environment clearances for the existing projects, details of compliance of the conditions of Environmental clearance / consent orders for the existing activities. Port will also provide if necessary old EIA reports, consent order copies, feasibility report of the proposed berth, Detailed Project Report of the project, lay out plans etc.

5.7 Deliverable:

The following are the deliverables to VPT, in addition to submission to MoEF / SCZMA, etc.

1. Copies of draft EIA / EMP reports, CRZ maps, HTL/LTL demarcation maps, other

reports, studies, modeling studies, etc. as mentioned in the ToR issued by MoEF (3 copies) and final copies shall be as required.

2. Copies of executive summary in English and local language (Telugu) (3 copies)

5.8 Schedule of Payment and Time Period: The schedule of payment by VPT to the consultant towards the work will be as follows:

Payment terms:

Phase wise payment will be made in the following manner:

- a) 30% of the quoted amount after submission of Environmental Appraisal questionnaire form duly filled in and finalization of TOR by MoEF.
- b) 15% after submission of CRZ Mapping from accredited agencies, Hydrodynamic study, modeling study carried out by recognized external agencies.
- c) Further 15% after submission of draft REIA report and Risk assessment reports.
- d) Further 30% after completion of Public hearing as per requirement in all respects and submission of final EIA and Risk Assessment Reports.
- e) Further 10% after receiving CRZ Clearance from Andhra Pradesh State Coastal Zone Management and Environmental clearance from MoEF&CC for the above project.

6.0 SPECIAL CONDITIONS

6.1 It is the responsibility of the consultant to deploy competent and technically qualified personnel for carrying out the job. The consultant has to clarify any technical clarifications regarding CRZ, modeling studies, dredging, EIA studies, EMPs etc., at MoEF, SCZMA, or as and when required till obtaining the final environmental clearance from MoEF and from APSCZMA.

6.2 Termination of contract: If in the opinion of the Chief Engineer, Visakhapatnam Port Trust, Visakhapatnam, the consultant is not executing the works in accordance with the contract or persistently or flagrantly neglecting to carry out his obligations under the contract, and may after giving 14days notice in writing to the consultant can terminate the contract and may employ any other contractor to complete the work and encash the performance guarantee and bank guarantee for mobilization advance.

6.3 Force Majeure: In the event of that the consultant is delayed in performing any of its respective obligations under this contract and such delay is caused by Force Majeure including but not limited to war, natural calamities like epidemics, earthquake, floods, fire and act of GOD only may be excused. If a Force Majeure situation arises, the consultant shall notify Visakhapatnam Port Trust in writing of such conditions and caused thereof. Unless otherwise directed by Chief Engineer, Visakhapatnam Port Trust, Visakhapatnam, or his representative, the consultant shall perform the conditions under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event under the Force Majeure the condition, if Chief Engineer or his representative will satisfy then the extension of time period will be granted.

6.4 Safety Measures: The consultant is responsible for taking precautionary measures for the safety of lives of men working under him and the responsibility arising due to any mishap during the execution of work, the payment of any compensation etc., lies entirely on the part of the consultant. The consultant has to provide required personal protective equipments (PPE) like safety shoes, helmets, nose masks, gloves, etc. In the event of any loss or damage being caused to the Consultant's property or person(s) while discharging this contract, the Consultant shall indemnify and keep indemnified Visakhapatnam Port Trust against all such losses. The Consultant shall be solely responsible for any injury or death to any of its employees and in the event of any claim being made on

Visakhapatnam Port Trust; the Consultant shall indemnify Visakhapatnam Port Trust in this regard.

6.5 Security information: The consultant or any of his men shall not divulge any security related information on the Port, location of security and routines or business of port.

6.6 No obstruction to normal working staff: The consultant shall see that no obstruction is caused to the normal working staff in the vicinity.

6.7 TIME SCHEDULE: Submission of Rapid EIA / Risk Assessment / CRZ mapping etc. shall be done within 4 (four) months from the date of issue of work order. Total time schedule to complete the scope of work in all aspects, i.e., obtaining EC from MoEF, New Delhi and CRZ Clearance from SCZMA, Andhra Pradesh shall be **9 (nine) months** from the date of issue of work order / LOI.

Note: The period of delay towards CRZ meetings / EC meetings / Public consultations etc. would be excluded from the above Time period and will not be considered as delay from consultants.

6.8 Penalty Clause: Time is the essence of the contract. It shall be the responsibility of the consultant to complete the work within the stipulated period of completion. In case the Consultant fails to complete the work successfully within the period of completion, he shall be liable to pay to the VPT, as liquidated damages, a sum at the rate of ½% (half percent) to the total contract value of the work (as awarded) for every week or part thereof which shall be elapsed between the scheduled time of completion of work as per the time period mentioned at clause 5.8 for each mode of payment on the actual date of completion of work. PROVIDED always that the total amount of such liquidated damages for delay to be paid under this condition shall not exceed 5% (five percent) of the total contract value, as awarded. After the exceedence of delay over 5% (five percent) of the total contract value, the agreement may be terminated and Security deposit shall be forfeited.

6.9 Charges: Price quoted shall be lumpsum inclusive of all expenses towards the total scope of work in toto but not limited to site visits, preparation of reports, stationery, satellite imagery, land use and land cover maps, topo sheets, preparation of draft EIA report, executive summary, defending at MOEF / preparation of final EIA, to and fro travel

expenses, boarding, lodging and local travel etc.

6.10 The price quoted shall be firm and binding without any escalation whatsoever till completion of works in all respects.

6.11 Price schedule shall be signed and sealed on page and shall not contain any alterations / conditions / notes whatsoever.

6.12 The Consultant shall be solely responsible for any damage or loss of any of the Consultant's men or materials and for any damages / accident / injury to his personnel in the execution of the works and shall not hold VPT responsible for any claims made by any person in the employment of the Consultant for any reason whatsoever. The Consultant shall indemnify VPT against all such damage/loss of Consultant's men and materials and keep VPT indemnified from any claims, damages, or loss that may arise on account of the performance of this contract work.

7.0 PRICE BID

Price bid to be filled in and submitted separately in a sealed cover as “Cover-II”.

Name of work: Invitation of bids for consultancy services for obtaining Environmental Clearance (EC) from Ministry of Environment, Forests & Climate Change (MoEF&CC) and CRZ Clearance from Andhra Pradesh Coastal Zone Management Authority for **“Improving the capacity utilization of OR-I & OR-II berths at Visakhapatnam port trust (VPT), Andhra Pradesh, India**

SCHEDULE OF RATES

Schedule of Rates: The rates and charges to be quoted by the Bidders.

Sl.No	Description of work	Unit	Rate In figures and words
1	Lump sum charges towards carrying out all the works as per the tender document for obtaining EC from MoEF&CC, Govt. of India and CRZ clearance from SCZMA, Andhra Pradesh as per clause 5.8	Lump sum	
	TOTAL (Inclusive of all charges, taxes, etc. Except service tax which will be reimbursed on actuals by VPT)		Rs..... Rupees.....

Scope of Work for the consultancy services for obtaining Environmental Clearance for the project “Improving the capacity utilization of OR1 & OR2 berths at Visakhapatnam Port”:

- a) Feasibility report prepared by Indian Institute of Technology, Madras, Chennai is available with Port.
- b) Form – I submitted to MoEF&CC and EAC meeting for ToR was held on 22nd September 2016.

1) The consultant has to carry out studies as per the ToR of MoEF&CC and carry out project specific study. The consultants shall follow the EIA Notification, 2006 and its amendments issued by MoEF&CC from time to time in this regard.

2) Preparation of EIA/EMP report: Site visit, collection of primary (baseline data) and secondary data for the preparation of **Rapid EIA** / EMP report and other reports as per the ToR of MoEF&CC. Required impact predictions on air, noise, water etc., shall be included. The data shall be monitored for one season other than monsoon season. The recent data collected for other projects in VPT will be made available.

3) Public Hearing: If public hearing is not exempted, preparation and submission of required documents like executive summary (both English & Telugu), draft EIA report, etc., to the authorities for the conduct of public hearing Presentation both in Telugu & English languages during the public hearing, translation of the proceedings, etc. shall be under the scope of the consultant. Consultant shall arrange required and sufficient copies of presentation material both in Telugu & English for distribution. The consultant has to present the project, defend the project, clarify and provide the required technical details / clarifications at the time of public hearing. The consultant has to clarify any technical clarifications regarding CRZ, modeling studies, dredging, EIA studies, EMPs etc during public hearing or when and where required till obtaining the final environmental clearance from MoEF and from APPCB.

For the conduct of Public Hearing, VPT will make necessary arrangements like pandal, seating arrangements, podium, public address system, projector, transport, etc.

4) HTL / LTL demarcation - CRZ Mapping: To appoint an external approved agency for the preparation of HTL/LTL, CRZ mapping for the project or as a combined one for all the projects as per ToR of MoEF&CC.

5) CRZ Clearances: Preparation and submission of required documents like executive summary (both English & Telugu), draft EIA report, etc., to the District and AP State Coastal Zone Management Authority (APSCZMA) for obtaining clearance and recommendations

6) Environment and CRZ clearance: Submission of final EIA report and other documents to committee members to obtain EC and CRZ clearance from MoEF&CC.

7) Consent To Establish: To submit (on-line / off line) required documents/data to obtain CTE/CFE for the individual projects from APPCB.

8) In case EAC / MoEF&CC / APPCB during the presentation meeting, suggests modification/correction on the report, the consultant shall submit their amended report within the specified time period. However it is emphasized that all the reports / data / presentations made by the consultant shall be comprehensive enough to avert such a contingency

9) The layout plan of VPT indicating the location of existing berths, ongoing berths and the proposed berths in the present project is enclosed.

10) VPT shall provide to consultant all earlier available EIA study reports.

11) VPT will provide all the available data as per requirement to consultants. However, it is the responsibility of the consultant to derive or calculate required any secondary data like crisis management plan, geo-technical, toxicity, water balance, power requirement, designs, drawings, etc. for the EIA studies and report preparation.

12) The following reports are available with VPT:

(i) HTL/LTL Demarcation carried out for Coal Berths 3 & 4, carried out by Institute of Remote Sensing, Anna University, Chennai carried out during 2014.

(ii) Oil spill contingency plan (in house).

(iii) Disaster Management Plan 2014 (prepared by a M/s. NEERI, Nagpur)

(iv) Shore line studies carried out by CWPRS, Pune

13) VPT will bear all statutory fees, expenditure towards conduct of public hearing, fees towards CRZ clearance, advertisement costs, CTE application fee etc.

14) The quoted rate by the bidders shall be inclusive of all expenses towards the total scope of work in to but not limited to site visits, preparation of reports, stationery, photocopying, topo-sheets, to and fro travel expenses, boarding, lodging and local travel etc.

15) VPT will provide required Tug / launch for carrying out marine sediment / water sampling, survey etc. at free of cost.

16) Deliverables:

The following are the deliverables to VPT, in addition to submission to statutory authorities.

a) Copies of the draft EIA/EMP reports, CRZ maps, HTL/LTL demarcation maps, other reports, studies, modeling studies etc. as mentioned in the ToR issued by MoEF (3 copies each and soft copy in editable format)

b) Copies of executive summary in English and Telugu for public hearing (3 copies each and soft copy in editable format)

c) Preparation of presentation material (power point slides) in English and Telugu for public hearing.

d) Copies of final EIA / EMP report along with public hearing comments and other reports (each report as required and soft copy in editable format)

17) In general, the consultant has to submit the draft copies of reports, diagrams, power point presentation material, etc., well in advance for VPT comments / views, before submitting to statutory authorities

18) The consultant has to ensure that the presentations made to the statutory authorities regarding the project shall be by the experienced and professionals.

19) The layout plan of VPT indicating the location of existing berths, ongoing projects and the proposed berths is enclosed.

20) EIA report shall also cover study on disposal of solid waste management duly obtaining approval of the local body, study on Marine bio-diversity, Risk assessment, Safety systems for pipeline couplings etc.

...

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

KNOW ALL BY THESE PRESENT that (The name of Bank) _____ a banking corporation carrying on banking business including Guarantees at Visakhapatnam and other places and having its office at _____ (hereinafter called 'The Bank' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns);

WHEREAS Visakhapatnam Port Trust constituted under the Companies Act, 1956 (hereinafter called 'The Employer' which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited Tender for " Invitation of bids for rendering consultancy services for obtaining the Environmental Clearance (EC) from Ministry of Environment & Forest (MoEF) and CRZ Clearance from Andhra Pradesh Coastal Zone Management Authority for **"Improving the capacity utilization of OR-I & OR-II berths at Visakhapatnam port trust (VPT), Andhra Pradesh, India"** (hereinafter called the "Assignment") as per conditions covered under the 'Tender Document'.

AND WHEREAS (Name of Consultant _____) (hereinafter called the 'Consultant') has offered to carryout the assignment as specified in the Conditions included in the 'Tender Document'.

AND WHEREAS the Employer has accepted the Tender of M/s. _____ AND WHEREAS, the M/s. _____ (Name of Consultant) have requested the Bank to give the said guarantee and the Bank has agreed to do so on the manner hereafter appearing. NOW THIS INDENTURE WITNESSETH THAT the Bank do hereby stand surety for the said sum of Rs.____ (Rupees Only)

AND DO THEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably undertake to pay the Employer upon demand in writing whenever required by it from time to time so to do without referring to the (Consultant name) _____ and without questioning the right of the Employer to make such demand or the propriety or the legality of such demand such sum or sums not exceeding in the whole a sum of Rs._____(Rupees: __) as may become payable to the Employer by the Consultant by virtue or arising out of the above mentioned 'Proposal' or by reason of any breach of non performance of the same or by the negligence or neglect or failure or omission to comply with any of the terms of the Assignment by M/s. _____ (Name of Consultant) in respect of which the decision of the Employer shall be final and legally binding and this indenture further witnesses that the liability of the Bank shall not in any manner be released, relaxed or diminished by reason of any time or other latitude being given by the Employer to M/s. _____ (Name of Consultant) with regard to the performance of the Assignment but this indenture shall remain in full force and effect until all the dues of the Employer under or by virtue of the said Assignment have been fully paid and the M/s. _____ (Name of Consultant) has/have duly fulfilled all his/their obligations under the Assignment and the terms and conditions of the Assignment has been fully complied with and that M/s. _____ (Name of Consultant) has executed the Assignment to the satisfaction of the Employer.

AND THIS INDENTURE FURTHER WITNESSETH that the Bank further agrees with the Employer that the Employer shall have the fullest liberty without the Bank's consent and without affecting in any manner its obligations hereunder to vary any of the terms and conditions of the said Assignment or to extend the time of performance by Employer or from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against M/s. _____ (Name of Consultant) and to bear or enforce any of the terms and conditions relating to the said Assignment and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the M/s. _____ (Name of Consultant) or for any in _____ forbearance indulgence by the Employer to the M/s. _____ (Name of Consultant) 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 them.

And the said Bank doth further covenant and declare that this Guarantee is irrevocable and shall remain in force upto and inclusive of the _____ day of ____, subject to the valid invocation of the guarantee by the beneficiary before the date of expiry if the contract is not executed in accordance with the terms and conditions thereof, the said Bank undertake to renew this Guarantee from year to year until 6 months after the date of completion certificate to be issued by the Employer and the said Bank doth hereby further covenant and declare that if the said _____ do not obtain and furnish renewals of this Guarantee for a further period of one year to the Employer not less than 30 days prior to the expiry of the period of this Bank Guarantee or renewal or renewals thereof as to keep the same valid and subsisting till the date of completion certificate to be issued by the Employer and for 3 months thereafter the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Employer.

And the Bank further declares that notwithstanding anything to the contrary contained hereinabove the Bank's Liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and unless a demand in writing under this Guarantee is made with the Bank within 6 months from the date of completion certificate to be issued by the Employer all the rights of the Employer under the guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability.

Notwithstanding anything to the contrary contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. _____ Rupees----- only). This bank guarantee shall be valid upto _____ and

We are liable pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a claim or demand on or before _____.

SIGNED SEALED AND DELIVERED:

By the with named _____ through its duly constituted Attorney/s _____ in the presence of.

FORM OF AGREEMENT
(in Rs 100/- Non judicial stamp paper)

THIS AGREEMENT made on theday of 2016

BY AND BETWEEN

Board of Trustees, Visakhapatnam Port Trust, Visakhapatnam- 530 035 hereinafter called the “Employer” of the one part and(Name and mailing address of the consultant) hereinafter called “the Consultant” of the other part.

WHEREAS the Employer is desirous that certain tasks be performed viz. “ for rendering consultancy services for obtaining Environmental Clearance (EC) from Ministry of Environment & Forest (MoEF) and CRZ Clearance from Andhra Pradesh Coastal Zone Management Authority for **“Improving the capacity utilization of OR-I & OR-II berths at Visakhapatnam port trust (VPT), Andhra Pradesh, India** and has accepted a proposal by the “Consultant” as referred in the assignments

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of the tender document hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - (a) The tender document for the work “ for rendering consultancy services for obtaining Environmental Clearance (EC) from Ministry of Environment, Forests & Climate Change (MoEF&CC) and CRZ Clearance from Andhra Pradesh Coastal Zone Management Authority for **Improving the capacity utilization of OR-I & OR-II berths at Visakhapatnam port trust (VPT), Andhra Pradesh, India**” as issued by the Employer.
 - (b) All amendments to the Tender document for the tender “rendering consultancy services for obtaining Environmental Clearance (EC) from Ministry of Environment, Forests & Climate Change (MoEF&CC) and CRZ Clearance from Andhra Pradesh Coastal Zone Management Authority for “Improving the capacity utilization of OR-I & OR-II berths at Visakhapatnam port trust (VPT), Andhra Pradesh, India” as issued by the Employer prior to submission of the bids.

(c) Acceptance letter issued by the Employer vide No.....dated.....and all correspondence exchanged between the Employer and the Consultant upto the date of issue of acceptance letter as specifically referred to in the said acceptance letter.

3. In consideration of the payment to be made by the Employer to the Consultant as mentioned, the Consultant hereby covenants with the Employer to execute and complete the works in conformity in all respects with the provisions of the contract.

4. The Employer hereby covenants to pay the Consultant in consideration of the execution, completion, of the works the costs at the times and in the manner prescribed in the proposal.

5. Any amendment or modification to this agreement shall only be in writing signed by duly authorised representative of both parties.

In witness whereof the parties hereto have executed these presents in the day and the year first above written.

Signed and Delivered for and on
on behalf of VPT
(Visakhapatnam Port Trust)

Signed and Delivered for and
behalf of Consultant
()

Date:

Place:

In the presence of:

1.....

2.....

BIDDER'S DECLARATION

(To be typed in the Company letter head and Submitted along with Technical bid – Cover I)

To
The Chief Engineer,
Visakhapatnam Port Trust,
Visakhapatnam – 530 035

Sir,

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions contained in the Tender for “Invitation of bids for rendering consultancy services for obtaining Environmental Clearance (EC) from Ministry of Environment, Forests & Climate Change (MoEF&CC) and CRZ Clearance from Andhra Pradesh Coastal Zone Management Authority for **“Improving the capacity utilization of OR-I & OR-II berths at Visakhapatnam port trust (VPT), Andhra Pradesh, India”**”, which have been read by me/read and explained to me so far as applicable and in default thereof to forfeit and pay to Ennore Port Limited or its successors in office the sums of moneys mentioned in the said conditions. The sum of Rs. _____/- (Rupees _____ only) is deposited with Visakhapatnam Port Trust as Earnest Money Deposit (EMD) the full value of which is to be absolutely forfeited by the Port or its, successors of office without prejudice to any other rights or remedies of the said Port should I/We fail to complete the work specified in the above Tender or should I/We not deposit the full amount of security deposit specified in the above Tender in accordance with Clause 4.4 of the said conditions of the Tender No IENG/ EE(Env) /OR-1 and OR-2 /2016, otherwise the said sum of Rupees shall be retained by the Port as on account of such security deposit as aforesaid.

NAME

DESIGN

ATION

SIGNATURE OF BIDDER WITH DATE

COMPANY SEAL