

**Consultancy Services for Preparation of EIA &
EMP
and Environment Management Plan for Solid
Waste Management Facilities
at Hualngohmun**

PUBLIC WORKS DEPARTMENT

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**GOVERNMENT OF MIZORAM
ENGINEER IN CHIEF OFFICE, PWD, MIZORAM**

No.B.17011/284/19/EC(P)-PWD/29

Date :13th September, 2022

Section 1 - REQUEST FOR PROPOSAL

1. Mizoram Public Works Department, on behalf of the Governor of Mizoram, invites accredited Firm (Consultant) for Preparation of Environmental Impact Assessment, Environmental Monitoring Plan and Environment Management Plan for Solid Waste Management at Hualngohmun, Aizawl District, Mizoram to indicate their interest in providing the services details as mentioned below with all applicable laws and regulation as per latest guidelines issued by SWM rules 2018.
2. Interested accredited Consultants can collect RFP from the Office of the Engineer-in-Chief, PWD, Tuikhuahtlang, Aizawl, Mizoram or download the RFP from the website www.pwd.mizoram.gov.in from Date : 13.09.2022
3. A firm or an individual Debarred by Govt. Of India / Govt. Of Mizoram shall be ineligible for this Assignment in any form or way.
4. The last date of receipt of Request for Proposal is dated 26.09.2022 till 1:00 P.M and will be opened on the same day at 1:30 PM

Brief description of work:

5. The Government of Mizoram intends to develop an integrated Solid Waste Management Facilities at Hualngohmun, Aizawl District, Mizoram. The implementation of this project will result in -
 - Minimizing waste
 - Maximizing environmentally sound waste re-use and recycling
 - Promoting environmentally sound waste disposal and treatment and
 - Extending the coverage of waste management services
6. The objective of this RFP is appointment of Accredited Consultant/ Firm as a Consultant for preparation of EIA & EMP and Environment Management Plan for Solid Waste Management at Hualngohmun, Aizawl District, Mizoram.
7. An Accredited Consultant will be selected based on Least Cost Selection.
8. The RFP includes the following documents:
 - Section 1 – Letter of Invitation
 - Section 2 – Instruction to Accredited Consultants
 - Section 3 – Terms of Reference
 - Section 4 – Draft Consultancy Agreement.
9. All communications including the submission of Proposal should be address to :
Engineer-in-Chief, Public Works Department, Tuikhuahtlang, Mizoram



(BOWMAN)

Engineer-in-Chief,
Public Works Department
Government of Mizoram

SECTION 2
INSTRUCTIONS TO ACCREDITED CONSULTANTS

A. INTRODUCTION

1. An Accredited Consultant on the basis of the Request for Proposal (RFP) will be selected as EIA and EMP Consultant by the Mizoram Public Works Department, GoM, hereafter called as '**Employer**' through least cost based selection.
2. The Accredited Consultants are invited to submit Technical and Financial Proposals, for consulting services required for the assignment. The Proposal will form the basis for a signed Contract with the selected Accredited Consultant to engage as EIA and EMP Consultant. The Consultancy Agreement will be executed by the PWD, GoM with selected Accredited Consultant as per sample agreement given in Section 4.
3. Accredited Consultants should familiarize themselves with local conditions in and around Hualngohmun, Aizawl District and take them into account in preparing their Proposals.
4. Accredited Consultants shall bear all costs associated with the preparation and Submission of their proposals. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Accredited Consultant.
5. Accredited Consultant may seek clarification on this RFP document from the PWD, GoM.
6. At any time before the submission of Proposals, the Employer may, for any reason, modify the RFP documents by amendment at its discretion and/or extend the deadline for the submission of Proposal.
7. Details related to timelines and submission of reports at each stage is given in TOR.
8. Payment terms for each stage are given in TOR.
9. Notwithstanding anything contained in this RFP, PWD reserves the right to accept or reject any proposal and to annul the Selection Process and reject all proposal, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
10. PWD reserves the right to reject any proposal if:
 - a. At anytime, a material misrepresentation is made or uncovered, or
 - b. The Applicant does not provide, within the time specified by PWD, the supplemental information sought by PWD for evaluation of the proposal.
 - c. Misrepresentation/improper response may lead to disqualification of the Applicant. If such disqualification/rejection occurs after the proposal have been opened, such Applicant shall not be eligible for participating in the Selection Process.

B. PREPARATION OF TECHNICAL PROPOSAL

1. Accredited Consultants are requested to submit their proposal in English Language.
2. In preparing their Proposal, Accredited Consultants are expected to thoroughly examine the RFP Document.
3. The Proposal is Lump Sum contract and shall be based on the number of Professional staff-months and other direct cost estimated by the Accredited Consultants.
4. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
5. Proposals must be properly signed by authorized representative of Accredited Consultants.
6. The technical proposal should provide the following information:
 - i. Any comments or suggestions on the Terms of Reference. Kindly note that comments and suggestions provided by the Accredited Consultants are not binding and shall not affect the financial proposal.
 - ii. A description of the detailed approach and methodology and work plan for performing the assignment.
 - iii. The list of proposed staff team by specialization, the tasks that would be assigned to each staff team member and their deployment schedule.
 - iv. Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member.
 - v. The Accredited Consultants shall make the assessment of support personnel both technical and administrative to undertake the assignment. It is stressed that the time period for the assignment indicated in the TOR should be strictly adhered to.
 - vi. Credentials/Experience in handling similar projects, List of clients presently being served / served in past for similar work, with Contact name, address and mobile no., accompanied by relevant work orders including completed and ongoing projects, in India and or abroad with details
 - vii. The Applicants shall submit documents towards eligibility and qualification and towards evaluation of their experience (“Credentials”) for selection.

The Consultant should submit :

- a. Details of consultant / organization
- b. Details of the entity(s) which is / are submitting an Expression of Interest for the project:
 1. Name

2. Legal Status (Company: Public/Private, Partnership, Limited Liability
3. Partnership, Sole Proprietorship, Any order)
4. Date of establishment in DDMMYY format
5. Principal place of business
6. Contact details of designed representative

Conditions of Eligibility of Applicants:

- a. Should have accreditation from Quality Council of India/ National Accreditation Board of Education and training (QCI / NABET) as per EIA Notification, 2006 and should produce a certificate in this regard.
- b. Company Registration certificate and in case of partnership company, partnership deed with power of attorney. In case of non-Indian entity, equivalent documents must be furnished.
- c. Consultants may associate with other firms to enhance their qualifications but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected. The nature of association i.e. whether JV or Sub-Consultant, must be clearly mentioned in the Expression of Interest.
- d. Any Applicant which has been barred by the Central/State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the RFP Due Date would not be eligible to submit its RFP.

C. PREPARATION OF FINANCIAL PROPOSAL

1. In preparing the financial proposal, Accredited Consultants are expected to take into account the various requirements and conditions stipulated in this RFP document. The financial proposal should be a lump sum proposal inclusive of all the cost including taxes associated with the assignment. While submitting the financial proposal, the Accredited Consultant shall ensure the following:
 - i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (in the field, office etc), accommodation, air fare, transportation, communication, office requirement if any, equipment, printing of document secondary and primary data collection, liaison expense with statutory authorities etc. The total amount indicated in the financial proposal shall be without any condition attached or subject to any assumption, and shall be

final and binding. In case any assumption or condition is indicated in the financial proposal, it shall be considered non-responsive and liable to be rejected.

- ii. The financial proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the Sample consultancy agreement, levies and other impositions applicable under the prevailing law on the Accredited Consultants and their staff. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the cost shown in the financial proposal including GST. Further, all payments shall be subjected to deduction of taxes at source as per applicable laws.
 - iii. The financial proposal shall cover the cost for preparation of EIA&EMP for 1 (one) site only.
2. The Accredited Consultant shall submit financial bid as per the Financial Form – I in Indian Rupees
 3. The proposals must remain valid for a period of 90 days. If the Employer wishes to extend the validity period of the proposals, it may ask the Accredited Consultants to extend the validity of their proposals for a stated period. Accredited Consultants, who do not agree, have the right not to extend the validity of their proposals.
 4. The currency for the proposal shall be the Indian Rupee (INR)

Financial Form -I Summary of Cost

Sl No	Item	Cost (in Indian Rupees)	
		Amount in words	Amount in figure
1	Preparation of EIA& EMP and obtaining Environmental Clearance for an integrated Solid Waste Management Facilities at Hualngohmun, Aizawl District, Mizoram		
	Cost of Financial Proposal (A)		
	GST (B)		
	Total Cost of Financial Proposal(A+B)		

D. SUBMISSION AND RECEIPT OF PROPOSALS

1. An authorized representative of the Accredited Consultants should initial all pages of proposal.
2. The Accredited Consultants shall submit for two hard copies of technical proposal plus one soft copy in a PDF format and one hard copy of financial proposal.
3. The Proposal must be delivered at the submission address as below:-
Engineer-in-Chief
Public Works Department
Tuikhuahtlang, Aizawl

E. EVALUATION PROCESS

PWD shall open the proposal at the place specified in the Request for Proposal and in the presence of the Applicants who choose to attend. Proposal for which a notice of withdrawal has been submitted, shall not be opened. Prior to evaluation, PWD will determine whether each proposal submitted is responsive to the requirements of this Invitation. A proposal shall be considered responsive only if:

- i. Is signed, sealed and marked Contains all the information and documents specified here in and in the formats set out in this RFP.
- ii. The Credentials of the Applicants who satisfy the Conditions of Eligibility shall be evaluated as per the criteria, for the selection. PWD will not entertain any query or clarification from Applicants who fail to qualify at any stage of Process.
- iii. Applicants are advised that selection will be entirely at the discretion of the PWD. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or selection will be given.
- iv. Any information contained in the RFP shall not in any way be construed as binding on PWD, its agents, successors or assigns, but shall be binding against the Applicant if the Assignment is subsequently awarded to it.

F. Final selection:

The consultant/firms whose proposal have been selected be assigned to prepare and submit Environmental Impact Assessment, Environmental Monitoring Plan and Environment Management Plan for Solid Waste Management System at Hualngohmun and shall be responsible till the final Environmental Clearance is received and or till the final commissioning of the facility.

SECTION 3 TERMS OF REFERENCE

3.0 PROJECT BACK GROUND:

Waste collection and disposal in Aizawl city was primarily in the hands of the Local Administrative Department (LAD) until Aizawl Municipal Council was formed in November 2010. The department was understaffed and not equipped to handle such a task as complicated and technical in nature as waste management. Waste collection vats at various points within Aizawl City became breeding grounds for fly and pests. Individual families, commercial establishments and institutions throw their solid waste in bins, street, drains and open spaces. This resulted in dirty streets and clogged drains leading to insanitary conditions affecting the overall health and environment of the city. Waste collected was dumped in an identified site at Tuirial (15 kms from Aizawl) without any scientific treatment before the waste are dumped.

3.1 The Project Brief data:

Name of project	:	Solid Waste Management Centre at Hualngohmun, Mizoram
Proposed Capacity	:	50 TDP.
Location	:	Hualngohmun Village, Aizawl District
Area of land	:	184115.00 sqm (18.4 hectare) as per survey; 0.91ha. and 1.6 ha. As per appendix III and appendix B of periodic patta respectively.
Coordinates	:	23.66°N, 92.74°E
State	:	Mizoram
Construction period	:	24 months

3.2 Site Location

The proposed site is located about 3 kms from Hualngohmun, a small town about 12 kms south of Aizawl connected by the state highway. However, the proposed site from Hualngohmun can only be accessed via kutch / un-metalled road.

3.3 CONCEPT

Solid waste management usually refers to the collection, transportations, recycling, resource recovery (composting, waste to energy, etc.) and disposal of municipal solid waste, "Municipal solid waste is defined to include refuse from households, non-hazardous solid waste from industrial and commercial establishments, refuse from institutions, market waste, yard waste and street sweeping, etc. (World Bank, 1994). Management of municipal solid waste involves :

- (a) development of an insight into the impact of waste generation,
- (b) collection, transportation and disposal methods adopted by a society on the environment and
- (c) adoption of new methods to reduce this impact.

Accordingly, waste management should be an integrated affair, which shall include:

- Minimizing waste
- Maximizing environmentally sound waste re-use and recycling
- Promoting environmentally sound waste disposal and treatment and
- Extending the coverage of waste management services

The stages involved in SWM are primarily as follows:

- Primary collection of solid waste from household levels
- Primary transportation to municipal waste bins and collection points
- Secondary transportation of garbage from municipal bins to disposal sites, and
- Actual disposal of the waste

It is in this light that this project is found most suitable and crucial in the present state of development for Aizawl as an example for the rest of Mizoram as a whole.

3.3.1 Proposed Concept:

As per Solid Waste Management rule 2016 the Municipal Solid Waste should be recycled to the extent possible and only a minimum and reduce sized should go to the sanitary land fill, thus Municipal Solid Waste is to be process and recycled as much as possible. The available land is steep slope and the requirement for Municipal Solid Waste treatment usually are big machineries the capacity for the Solid Waste Management site is proposed to be approximate 50 TPD with approximation of 25 TDP for Dry Waste, and 25 TDP for Wet waste, knowing that the percentage composition is not exactly as 47% for wet and 53% for Dry waste as per the Municipal Solid Waste Management Manual. For maximum recycling the waste needs to be identified and the recyclable waste should be group so that what could be recycled and segregated for such process and activities. The Aizawl Municipal Corporation (AMC) is presently collecting Municipal Solid Waste into 2 (two) group Dry and Wet Waste, thus concept of collection is assume to be similar.

3.3.2 Plan For Dry Waste

Dry waste stream: Dry segregated material is received in a mixed form consisting of a combination of fibres (paper, cardboard, mixed paper, magazines, etc.) and commingled containers (plastic, glass, metal, etc.), among other materials. The first stage of processing typically uses manual labour or equipment that separate material into various streams (fibre, paper, plastic, containers, etc.). These recyclables are also sorted by using garbage conveyor machines. Machines required may be briefly listed as below:

1. Weighbridge, 2. Garbage conveyor, 3. Secondary Shredding Baling / Packing

3.3.3 Plan for Wet Waste

Biodegradable are proposed to process for recycling. The proposed process is mainly composting by rotary drum base equipment, the wet waste recycling is mainly by composting. Vermi-composting and windrow composting is time and space consuming. The land is steep slope and developing into flat is costly and hence vermi and windrow composed is found to be in-appropriate. Mechanise composting is costly but with the present condition this seems to be the only option. Machines required may be briefly listed as below:

1. Weighbridge
2. In-built for sorting,
3. Shredder for easier composting,
4. Rotary drum base composting machine, 4/5 nos.

3.4 PROPOSED INFRASTRUCTURE:

Base on the above proposal and site situation the solid waste management shall be done with the following items/works are the proposed components to be executed in

Phase-I of the project:-

- (i) Construction of Approach and internal road
- (ii) Construction of Site Development Works
- (iii) Construction of Water supply & Rain Water Harvesting Facility
- (iv) Construction of Office & Laboratory
- (v) Construction of Type – I Quarter
- (vi) Construction of Public Toilet
- (vii) Construction of Main Gate
- (viii) Construction of Wet Dump
- (ix) Construction of Wet Processing
- (x) Construction of Dry Processing-I
- (xi) Construction of Dry Processing-II
- (xii) Construction of Go-down
- (xiii) Barbed Wire Fencing
- (xiv) Signage and information boards

3.4.1 Green Area

The site at all the boundaries shall be kept for green area, the topsoil at the development site shall be properly recovered and used for green area development. The activity area for dry and wet waste area shall be levelled by cut and fills method, to minimised land and soil disturbances.

3.4.2 Sanitary Land Fill And Incinerator

Sanitary land fill and Incinerator is not to be installed at the present proposal. In case in future SLF and incinerator could be installed this will reduce the land fill volume. Space is provided for sanitary land fill and Incinerator for future development.

3.5 SCOPE OF WORK

1. Project name and location (Village, District, State)
2. Site selection of the project- Nature of land-Agricultural (single/double crop), barren, Gov't/private land, status of its acquisition, nearby(in2-3km.) water body, population, within 10km, other industries, forest, eco-sensitive zones.
3. Occupational health issues. Base line data on the health of the population in the impact zone and measures for occupational health and safety of the personnel and man power.
4. A 10km radius map (on survey of India toposheet) showing co-ordinates of project site, national highway, state highway, district road/approach road, river, canal, natural drainage; protected areas, under Wild Life(Protection) Act, archaeological site, natural lake, flood area, human settlements (with population), industries, high tension electric line, prominent wind direction(summer and winter), effluent drain, if any and ponds etc. should be presented and impacts assessed on the same.
5. Layout plan/map of project site showing storage area, green belt area (33% of the project area), all roads, prominent wind direction, processing plant & other infrastructure, etc.
6. Detailed plan for construction of retaining wall to check dispersal of waste to other areas.
7. Fire Control Plan to check fire outbreak in adjoining areas. Open burning in land fill sites should be discontinued. Risk assessment and on-site emergency plan should be prepared.
8. Details of storm water/leach ate collection from the composted area.
9. Details of monitoring of water quality around the land fill site. Water analysis shall also include for nitrate and phosphate.
10. Details of the dour control measures.
11. Details of surface hydrology and water regime and impact on the drainage and nearby habitats/settlements (surroundings), water bodies/rivers/ponds and mitigative measures during rainy season.
12. Status of ambient air quality and surface and ground water quality, soil type, cropping pattern, land use pattern, population, socio-economic status, anticipated air and water pollution.
13. Details of impact on water bodies/rivers/ponds and mitigative measures during rainy season.
14. Submit the criteria for assessing waste generation. Any segregation of hazardous and bio-medical wastes.
15. Submit a copy of the land use certificate from the competent authority.
16. Details of one complete season AAQ data (except monsoon) with the dates of monitoring, impact of the project on the AAQ of the area (including H2S, CHA).

17. Submit a copy of the topography of the area indicating whether the site requires any filling, if so, the details of filling, quantity of fill material required, its source and transportation, etc.
18. Detail plan of Waste Management.
19. Details of protection from surface drainage, and action plan for measures to be taken for excessive leach ate generation during monsoon period.
20. Details of impact on environmental sensitive areas.
21. Details of air emission, effluents generation, solid waste generation and their management.
22. Details of rehabilitation/compensation package for the project effected people, if any.
23. Details of various waste management units with utilities indicating size and capacity for the proposed project.
24. Methodology for remediating the project site, which is being used for open dumping of garbage.
25. Detailed Environment Monitoring Plan and Environment Management Plan with costs and parameters.
26. The cost of the Project (capital cost and recurring cost) as well as the cost towards implementation of EMP should be clearly spelt out.
27. Details of litigation pending against the project, if any, with direction/order passed by any Court of Law against the Project should be given.
28. The draft EIA/EMP report as per above ToR shall be submitted to the State Pollution Control Board for public hearing and the issues raised by the public shall be incorporated in the Final EIA/EMP report.
29. Public hearing may also be conducted for the project in accordance with provisions of Environmental Impact Assessment Notification, 2006.
30. In addition, the following safeguards may be included in the project.
 - a) Time line for shifting to zero land fill and 100% waste utilization, treatment and processing. Focus need to be on creation of waste to wealth.
 - b) Retaining wall along the dumping site may be built to check the dispersal of waste. Moreover, adequate infrastructure may be created to avoid leakage of pollutants from dumped wastes through underground water.

A. Key Deliverables and Time Frame

1 .The key outputs shall include but not limited to the following:

Sl No	Details of Key Deliverables	Activity Duration* (in weeks)
1	Mobilization of team and manpower at site	2 day from the date of issue of Letter of Intent** (LOI)
2	Submission (or Updation) of Form -1 (Prior-environmental Clearance)	1 Week from LOI
3	Submission of Environmental Baseline Monitoring (EBM)Report	1 week from LOI
4	Submission of Draft (Draft) EIA/EMP Report after duly incorporating the requirements in TOR or MOEF for review by Client	2 weeks from LOI
5	Submission of Draft (Final) EIA/EMP Report after incorporating comments from Client	3 weeks from LOI
6	Submission of Executive Summary of EIA for Public Hearing in English and local language	3.5 weeks from LOI
7	Submission of Final (Draft) EIA/EMP Report by incorporating Public Hearing Proceedings for review by Client and Consultant	4 weeks from LOI
8	Submission of Final (Final) EIA/EMP Report after incorporating comments from Client and Consultant	4.5 weeks from LOI
9	Issuance of Environmental Clearance letter from MOEF	4.5 weeks from LOI***

* If Public Hearing is waived by Mizoram SEIAA or MOEF, then the subsequent deliverables are to be taken up immediately. Then the duration of assignment will reduce to 18 weeks.

** Issuance of Letter of Award and Agreement is to be executed subsequently on mutually agreed time frame but not later than 15 days from Letter of Intent.

*** The duration of assignment is 4.5 weeks from LOI or till issuance of Environmental Clearance letter from Mizoram SEIAA or MOEF&CC, whichever is later.

B. Document Submission

1. The key outputs shall include but not limited to the following:

Sl No	Name of Document	No. of Copies **** to be submitted to Employer	
		Hard Copy	Soft Copy
1	Form I	3	2
2	Environmental Baseline Monitoring (EBM) Report	3	2
3	Draft (Draft) EIA/EMP Report	3	2
4	Draft (Final) EIA/EMP Report	5	2
5	Executive summary of EIA/EMP report in English & local language	3	2
6	Presentation for Public Hearing meeting	3	2
7	Final (Draft) EIA/EMP Report and Form -2	3	2
8	Final (Final) EIA/EMP Report and Form- 2	5	2
9	Presentation for final technical appraisal meeting	3	2

**** Over and above this, the Consultant shall submit the required number of copies of EIA report, Project Report, Presentations, Executive Summaries in English and local languages and relevant applications to MOEF&CC for the purpose of environmental clearance.

C. Terms of Payment

Sl. No.	Description of Activity	Payment
1	On submission of Environmental Baseline Monitoring(EBM) Report	15 % of total fees
2	On submission of Draft (Final) EIA/EMP Report	15 % of total fees
3	On submission of Final (Final) EIA/EMP Report	30 % of total fees
4	Upon delivering presentation in EAC meeting for final technical appraisal at MOEF	20 % of total fees
5	On getting Environmental Clearance Letter from MOEF	20 % of total fees
Total		100%

Invoices

- The Consultant shall raise the periodic invoices against the work carried out for the stage wise payment as indicated above. All invoices are to be raised in favour of Executive Engineer, Project Division-III, Aizawl.

D. General Conditions

1. It is the State Government's policy that the Consultant observes the highest standard of ethics during the execution of the contract.
2. The Consultant has to mobilize the team within one week of Letter of Intent issued by the PWD, GoM.
3. The PWD, GoM will provide all possible support to carry out the services, and provide relevant available data and reports related to the project.
4. Necessary introduction letter from PWD, GoM will be provided to help in collection of Primary and Secondary data.
5. All deliverables will be reviewed by PWD, GoM and necessary comments are to be accommodated in respective deliverables.

6. The duration of assignment is 4.5 weeks or till issuance of Environmental Clearance letter from MOEF&CC.
7. The start date of assignment will be considered in the Letter of Intent.
8. The Consultant has to work in close coordination with the PWD, GoM and ensure smooth coordination and communication during entire period of Contract.
9. The Consultant has to nominate one person preferably EIA Coordinator as single point of contact and shall remain during entire period of Contract.
10. All the study outputs including primary data shall be submitted by the Consultant to the Engineer-in-Chief,PWD, GoM in hard and soft copies as mentioned in TOR. The consultancy outputs shall remain the property of the PWD, GoM and shall not be used for any purpose other than that intended under these terms of reference without the permission of the PWD, GoM.
11. Consultant shall submit the required number of copies of EIA report, Project Report, Presentations, Executive Summaries in English and local language and relevant applications to MOEF&CC, New Delhi over and above the documents copies mentioned in Document Submission Table.
12. If Public Hearing is waived by MOEF&CC, then the subsequent deliverables are to be taken up immediately.
13. Termination of Contract: The PWD, GoM will have the right to terminate the agreement by giving 7 days written notice. In the event of termination for no fault of the Consultant, the PWD, GoM shall reimburse all the expenses against the completed deliverables.

Annexure – I Important requirement of EIA preparation.

1. Baseline Data Generation

For baseline data generation, list of important physical environmental components and indicators of EBM are given hereunder EIA Manual.

Environmental Components	Environmental Indicators
Climatic variables	<ul style="list-style-type: none"> • Rainfall patterns — mean, mode, seasonality • Temperature patterns • Extreme events • Climate change projections • Prevailing wind - direction, speed, anomalies • Relative humidity • Stability conditions and mixing height, etc.
Topography	<ul style="list-style-type: none"> • Slope form : • Landform and terrain analysis • Specific landform types, etc.
Drainage	<ul style="list-style-type: none"> • Surface hydrology • Natural drainage pattern and network • Rainfall runoff relationships • Hydrogeology • Groundwater characteristics — springs, etc.
Soil	<ul style="list-style-type: none"> • Type and characteristics • Porosity and permeability • Sub-soil permeability • Run-off rate • Infiltration capacity • Effective depth (inches/centimeters) • Inherent fertility • Suitability for method of sewage disposal, etc.
Geology	<ul style="list-style-type: none"> • Underlying rock type, texture • Surgical material • Geologic structures (faults, shear zones, etc.) • Geologic resources (minerals, etc.)

Water	<ul style="list-style-type: none"> • Raw water availability • Water quality • Surface water (rivers, lakes, ponds, gullies) — quality, water depths, flooding areas, etc. • Ground water — water table, local aquifer storage capacity, specific yield, specific retention, water level depths and fluctuations, etc. • Coastal • Floodplains • Wastewater discharges • Waste discharges, etc.
Air	<ul style="list-style-type: none"> • Ambient • Respirable • Air shed importance • Odour levels, etc.
Noise	<ul style="list-style-type: none"> • Identifying sources of noise • Noise due to traffic/transportation of vehicles • Noise due to heavy equipment operations • Duration and variations in noise over time, etc.
Biological	<ul style="list-style-type: none"> • Species composition of flora and fauna • Flora — type, density, exploitation, etc. • Fauna — distribution, abundance, rarity, migratory, species diversity, habitat requirements, habitat resilience, economic significance, commercial value, etc. • Fisheries — migratory species, species with commercial/ recreational value, etc.
Land Use	<ul style="list-style-type: none"> • Land use pattern, etc.

2. Secondary data generation

The analysis of all available information or secondary data is essential to establish the regional profiles. So all the relevant secondary data available for different environmental components should be collated and analyzed. For the list of information required for EIA studies and sources of secondary data, EIA Manual are to be referred.

3. Impact prediction

Information about predicted changes is needed for assigning impact significance, prescribing mitigation measures, and designing & developing EMPs and monitoring programs. For the models/methods to be used in impact predictions in respect to air, noise, water, land, biological and socio-economic environment are to be referred.

4. Mitigation Measures

The purpose of mitigation is to identify measures that safeguard the environment and the community affected by the proposal.

- i. The predicted adverse environmental as well as social impacts for which mitigation measures are required should be identified and briefly summarized along with cross referencing them to the significance, prediction components of the EIA report or other documentation.
- ii. Each mitigation measure should be briefly described w.r.t the impact of significances to which it relates and the conditions under which it is required.
- iii. Cost and responsibilities for mitigation and monitoring to be clearly defined, including arrangements for coordination among various authorities responsible for mitigation.

5. Environmental Management Plan (EMP)

EMP shall be composed of (i) summary of potential impacts of the proposal (ii) description of recommended mitigation measures (iii) description of monitoring program to ensure compliance with relevant standards and residual impacts (iv) allocation of resources and responsibilities for plan implementation (v) implementation schedule and reporting procedures.

6. Risk Assessment Study

The RA study should include the following methodology:

- i. Identification of hazards/risks associated;
- ii. Identification of scenarios;
- iii. Analysis of frequency and consequences of all identified risks;
- iv. Detailed risk analysis to assess the risk levels in relation to risk acceptance criteria; and
- v. Recommend risk reduction measures and identify high-risk elements to be addressed through the
- vi. Generic Disaster Management Plan (DMP)

7. Structure of Environmental Impact Assessment Report

The structure of EIA should be as per EIA Manual, indicative contents shown below.

Sl.NO	EIA STRUCTURE	CONTENTS
1	Introduction	<ul style="list-style-type: none">• Purpose of the report• Identification of project & project proponent• Brief description of nature, size, location of the project and its importance to the country, region• Scope of the study — details of regulatory scoping carried out <p>(As per Terms of Reference)</p>
2	Project Description	<ul style="list-style-type: none">• Condensed description of those aspects of the project (based on project feasibility study), likely to cause environmental effects. Details should be provided to give clear picture of the following:• Type of project• Need for the project• Location (maps showing general location, specific location, project boundary & project site layout)• Size or magnitude of operation (incl. Associated activities required by or for the project)• Proposed schedule for approval and implementation• Technology and process description• Project description. Including drawings showing project layout, components of project etc. Schematic representations of the feasibility drawings which give information important for EIA purpose• Description of mitigation measures incorporated into the project to meet environmental standards, environmental operating conditions, or other EIA requirements (as required by the scope)• Assessment of New & untested technology for the risk of technological failure

3	Description of the Environment	<ul style="list-style-type: none"> • Study area, period, components & methodology • Establishment of baseline for valued environmental components, as identified in the scope • Base maps of all environmental components
4	Anticipated Environmental Impacts & Mitigation Measures	<ul style="list-style-type: none"> • Details of Investigated Environmental impacts due to project location, possible accidents, project design, project construction, regular operations, final decommissioning or rehabilitation of a completed project • Measures for minimizing and / or offsetting adverse impacts identified. • Irreversible and Irretrievable commitments of environmental components. • Assessment of significance of impacts (Criteria for determining significance, assigning significance). • Mitigation measures.
5	Analysis of Alternatives (Technology & Site)	<p>In case, the scoping exercise results in need for alternatives:</p> <ul style="list-style-type: none"> • Description of each alternative. • Summary of adverse impacts of each alternative. • Mitigation measures proposed for each alternative and • Selection of alternative.
6	Environmental Monitoring Program	<p>Technical aspects of monitoring the effectiveness of mitigation measures (incl. Measurement methodologies, frequency, location, data analysis, reporting schedules, emergency procedures, . detailed budget & procurement schedules)</p>
7	Additional Studies	<ul style="list-style-type: none"> • Public Consultation. • Risk assessment
8	Project Benefits	<ul style="list-style-type: none"> • Improvements in the physical infrastructure • Improvements in the social infrastructure • Employment potential -skilled; semi-skilled and unskilled • Other tangible benefits • Other tangible benefits

9	Environmental Cost Benefit Analysis	If recommended at the Scoping stage
10	EMP	Description of the administrative aspects of ensuring that mitigation measures are implemented and their effectiveness monitored, after approval of the EIA
11	Summary & Conclusion (This will constitute the summary of the EIA Report)	<ul style="list-style-type: none"> • Overall justification for implementation of the project • Explanation of how, adverse effects have been mitigated
12	Disclosure of Consultants engaged	<ul style="list-style-type: none"> • The names of the Consultants engaged with their brief resume and nature of Consultancy rendered

SECTION 4

CONSULTANCY AGREEMENT

CONSULTANCY AGREEMENT

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the -Contract~~l~~) is made the *[day]* day of the month of *[month]*, *[year]*, between, on one hand, *[name of Employer]* (hereinafter called the -Employer~~l~~) and, on the other hand, *[name of Consultant]* (hereinafter called the -Consultant~~l~~).

WHEREAS

- (a) The Employer has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the -Services~~l~~);
- (b) the Consultant, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A : Terms of reference
 - Appendix B: Breakdown of Contract Price

2. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) -Applicable Law means the laws and any other instruments having the force of law in India for the time being.
- b) -Consultant means any private or public entity that will provide the Services to the -Employer under the Contract.
- c) -Contract means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- d) -Day means calendar day.
- e) -Effective Date means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- f) -Foreign Currency means any currency other than the currency of the -Employer's country.
- g) -GC means these General Conditions of Contract.
- h) -Government means the Government of India
- i) -Local Currency means Indian Rupees.
- j) -Member means any of the entities that make up the joint venture/consortium/association; and -Members means all these entities.
- k) -Party means the -Employer or the Consultant, as the case may be, and -Parties means both of them.
- l) -Personnel means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; -Foreign Personnel means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; -Local Personnel means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and -Key Personnel means the Personnel referred to in Clause GC 4.2(a).
- m) -Reimbursable expenses means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].

- n) -SC means the Special Conditions of Contract by which the GC may be amended or supplemented.
- o) -Services means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- p) -Third Party means any person or entity other than the -Employer, or the Consultant.
- q) -In writing means communicated in written form with proof of receipt.

1.2 Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the -Employer and the Consultant. The Consultant, subject to this Contract, has 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.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 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 post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Authority of Lead Partner: In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the -Employer under this Contract, including without limitation the receiving of instructions and payments from the -Employer. However,

each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.7 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the –Employer or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.9 Fraud and Corruption

1.10.1 Definitions: It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) –Corrupt practice means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) –Fraudulent practice means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) –Collusive practices means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
- (iv) –coercive practices means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the -Effective Date) of the Employers notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than seven (7) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract 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 be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, –Force Majeurell means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such 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.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract 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 care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than five(5) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any 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.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the –Employer, shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

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

2.9 Termination

2.9.1.1 By the “Employer”: The –Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 herein above, within 7(seven) days of receipt of such notice of suspension or within such further period as the –Employer may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the –Employer, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the –Employer a false statement which has a material effect on the rights, obligations or interests of the –Employer.

(ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

(g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty(30) days.

(h) If the -Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the -Employer shall give a not less than seven(7) days' written notice of termination to the Consultants

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than seven (7) days' written notice to the -Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty(30) days.

(b) If the -Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(c)The consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Employer if consultant reasonably determines that Consultant can no longer provide the Services in accordance with applicable law or professional obligations.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the -Employer||, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the -Employer|| shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, payment pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination hereof for all expenses against completed deliverable.

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall be entitled to receive the payments for services provided till the date of termination.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the –Employer, and shall at all times support and safeguard the –Employer’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 Conflict of Interests: The Consultant shall hold the –Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the –Employer on the procurement of goods, works or services, the Consultant shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the –Employer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the –Employer.

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality:

Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

3.4 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost insurance against the risks, and for the coverage's specified in the SC, and (ii) at the -Employer's request, shall provide evidence to the -Employer|| showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) " shall provide the client or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the Contract."

3.6 Reporting Obligations: The Consultant shall submit to the -Employer|| the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the -Employer|| under this Contract shall become and remain the property of the -Employer||, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the -Employer||, together with a detailed inventory thereof. The Consultant may retain a copy of such documents...

Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (—Materials) that Consultant own in performing the Services. Notwithstanding the delivery of any Reports, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant- compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

3.8 Equipment, Vehicles and Materials Furnished by the “Employer”: Equipment, vehicles and materials made available to the Consultant by the –Employer||, or purchased by the Consultant wholly or partly with funds provided by the –Employer||, shall be the property of the –Employer|| and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the –Employer|| an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the –Employer’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the –Employer|| in writing, shall insure them at the expense of the –Employer|| in an amount equal to their full replacement value.

3.9 Equipment and Materials provided by the Consultants: Equipment or materials brought into the Government’s country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. OBLIGATIONS OF THE “EMPLOYER”

4.1 Assistance and Exemptions: Unless otherwise specified in the SC, the –Employer|| shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant with work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(c) Provide to the Consultant any such other assistance as may be specified in the SC.

4.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

4.3 Payment: In consideration of the Services performed by the Consultant under this Contract, the –Employer|| shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5. PAYMENTS TO THE CONSULTANT

5.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in **Appendix B** as per the consultant's proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in **Appendix-B**.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

The payment shall be made based on the financial proposal subject to submission of invoice of the work and satisfactory performance. The Department shall deduct TDS on the Fee & other statutory taxes as per applicable law. Payment must also be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) as per the current Income Tax Act and/or any other Govt. orders/rules. The service provider shall be liable for taxes such as GST or any other applicable tax.

In case of early termination of the contract, the payment shall be made to the consultant, Assessment should be made about work done for which the payment is made or to be made till the date of the termination.

6. FAIRNESS AND GOOD FAITH

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

6.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract 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 no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

7. SETTLEMENT OF DISPUTES

Every disputes, differences or questions which at any time arise between the parties hereto or any person claiming under them relating to or arising out of or in respect of this agreement shall be as far as possible settled mutually by Parties and failure of which shall be settled by the competent Civil Court at Mizoram.

8. Limitations of Liability

The total aggregate liability of Consultant for claims asserted by Employer under or in connection with this Contract, regardless of the form of the action, shall be limited to one time the Contract Price.

9. Miscellaneous provisions:

- (i) -Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

- (iv) Each constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Employer.

10. Performance Security

The Performance Security shall be provided to the Employer no later than the date specified in the Contract and shall be issued in an amount specified in the SCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the total cost of services is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	The addresses are: i. -Employer : Engineer-in-Chief, Public Works Department, Government of Mizoram. ii. Consultant :
2	1.7	Not applicable
3	1.8	The Authorized Representatives are: For the -Employer : Er Bowman, Engineer-in-Chief, PWD, GoM For the Consultant:
	1.9	(a) The client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India & shall provide the registration number to the client. b) Tax will be deducted at source as per the prevailing Income Tax Rules.-----
4	1.10.3	Not Applicable
4	2.1	The effectiveness conditions are the following: i. Approval of the contract by the Employer ii. Appropriate security for advance payment acceptable to the -Employer- if applicable. iii. Any unforeseen reason forcing closure of the programme before effectiveness of the contract.
5	2.2	The time period shall be 2 weeks
6	2.3	The time period shall be 2 days
7	2.4	The time period shall be 4.5 weeks or till issuance of Environmental Clearance from MOEF&CC

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8	3.4	Limitation of the Consultants' Liability towards the –Employer i. The ceiling on Consultant's liabilities shall be limited to the one time the total Consultancy fee.
9	3.5	The risks and the insurance coverage shall be as follows: a.) Third Party motor vehicle liability insurance as required under India's Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub-Consultants or their Personnel for the period of consultancy; b.) Third Party liability insurance, with a minimum coverage of [insert amount and currency]; c.) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per 3.4 of SC of the consultancy; d.) Employer's liability and Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and e.) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity. f.) Any other law/rule as applicable in India.
10	4.6	Not Applicable
11	6.1(b)	Not applicable
12	6.3	(Payment schedule as per details provided in ToR
13	11	The Performance Security amount is 5% of the Contract value and should be submitted as specified in Letter of Intent.

Binding signature of Employer Signed by _____

Binding signature of Consultant Signed by _____

(for and on behalf of _____ duly authorized vide Resolution

No _____ dated _____ of the Board of Directors of _____)

In the presence
of (Witnesses)

1.

2.