



(A Government of India Undertaking–Ministry of Jal Shakti)

## **NOTICE INVITING TENDER (NIT)**

WAP/PATNA/ESIA & EMP /2025/02

Dated: 11.12.2025

WAPCOS LIMITED invites online tenders from reputed, resourceful, experienced and eligible consulting firms/ companies/ agencies, having sufficient experience in carrying out Environmental & Social Impact Assessment (ESIA), Environmental Management Plan (EMP), Land Acquisition Plan (LAP) and Rehabilitation & Resettlement Plan (R&R) for Barrage(s) / Dam(s) / Irrigation or Water Resource projects in India (meeting the similar project criteria); having QCI-NABET accreditation for carrying out EIA/ ESIA/ EMP studies in the relevant category and also having facility to carry out analysis through NABL accredited laboratory, duly recognized by SPCB/CPCB/ MoEF&CC for ESIA/EIA/EMP; for **“Selection of Agency for Environmental & Social Impact Assessment (ESIA) Study, Preparation of Environmental Management Plan (EMP), Land acquisition Plan (LAP) and Rehabilitation & Resettlement (R&R) Plan and Obtaining clearance from SEIAA, GoB/ MoEF&CC, GoI for Preparation of DPR for Construction of two barrages on River Bagmati”** to be decided (selection criteria) on Least Cost Selection (LCS) basis.

1. Online Bids, as stated above, are hereby invited by WAPCOS Ltd., Patna (herein after referred to as “Employer”) from reputed and experienced firms/ companies/ agencies (herein after referred to as “Bidder”).
2. Full details, specifications, terms and conditions of work shall be available in the Tender Document for above NIT, which can be downloaded from [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in) or [www.gem.gov.in](http://www.gem.gov.in)
3. The Bid(s) shall be addressed in the following address:  
**The Project Manager,**  
WAPCOS Limited,  
Flat No. 103 & 104 First Floor, Block B, Shivmitra Apartment,  
Vivekanand Marg, North S.K. Puri, Near A. N. College, Patna - 800013, BIHAR  
Ph: 0612-3534209  
Website: [www.wapcos.co.in](http://www.wapcos.co.in)  
E-mail: [wapcospatna@yahoo.com](mailto:wapcospatna@yahoo.com)  
[patna@wapcos.co.in](mailto:patna@wapcos.co.in)
4. WAPCOS reserves the right to reject any one or all the bid(s), without assigning any reason thereof. Incomplete & conditional Bid, and Bid(s), received after the stipulated date & time, shall be summarily rejected.
5. In case of any dispute, decision of the CMD, WAPCOS shall be final and binding on both the parties (WAPCOS and bidder).

6. Joint Venture/ Consortium/ Any kind of Association, shall not be allowed to bid.
7. **Earnest Money Deposit:** An Earnest Money Deposit (EMD) amounting to **Rs.80,000/- (Rupees Eighty Thousand only)**, payable to **WAPCOS LTD** (additional details provided here-under), in the form of DD/FDR, needs to be submitted. **Non-submission of EMD will cause rejection of the Bid.** The EMD, as stated above, shall be submitted so as to be received in Hard copy at office of WAPCOS Limited, Flat No. 103 & 104 First Floor, Block B, Shivmitra Apartment, Vivekanand Marg, North S.K. Puri, Near A. N. College, Patna - 800013, BIHAR on or before the specified last date and time of bid submission.

<b>Name of Beneficiary</b>	<b>WAPCOS LTD</b>
<b>Name of Bank</b>	<b>Indian Overseas Bank</b>
<b>Bank Account Number</b>	<b>193502000000282</b>
<b>IFSC Code</b>	<b>IOBA0001935</b>
<b>Branch Address</b>	<b>National Horticulture Board Building, G 85, Industrial Area, Sarhol, Sector 18, Gurugram, Haryana 122015</b>

*Note: Exemption in EMD by Micro & Small Enterprises registered and NSIC: The companies registered with Micro & Small Enterprises, on submission of requisite proof in the form of valid certification from MSME and/or NSIC, are exempted from submission of EMD.*

8. The bidder must have a **valid QCI-NABET accreditation in the relevant category for carrying out Environmental & Social Impact Assessment (ESIA), Environmental Management Plan (EMP), Land Acquisition Plan (LAP) and Rehabilitation & Resettlement Plan (R&R)** and also have facility to carry out analysis through NABL accredited laboratory. The bidder should have sufficient experience in Environmental & Social Impact Assessment (ESIA), Environmental Management Plan (EMP), Land Acquisition Plan (LAP) and Rehabilitation & Resettlement Plan (R&R) works related to Construction of Barrage(s)/ Dam(s)/ Irrigation Structures or Water Resource projects in India.
9. The bidder, along with the Bid, shall furnish details of the complete company profile, relevant experience, list of similar works executed along with the cost of contracts, the personnel proposed for carrying out the works as indicated under the Eligibility Criteria and Other Document.
10. The Bid submitted by the bidder shall be valid for a period of **120 (One Hundred and Twenty) days** from the last date of submission of Bid.

## **11. ELIGIBILITY CRITERIA**

The bidder must fulfil the following eligibility criteria duly supported by proof:

- a. The Bidder should have valid Company Registration Certificate or Trade License, PAN Number, GST Registration Certificate, continuously during the last 5 (Five) years and must have filed IT Return during the past 5 years.
- b. Power of Attorney (For Partnership Firm/ Private Limited Company, if any).

- c. The Average Annual Turnover of related services should be at least **Rs.20,00,000/- (Rupees Twenty Lakhs only), viz. 50% of the estimated value put to tender**, during last 5 (Five) years (FY'2020-21, FY'2021-22, FY'2022-23, FY'2023-24 & FY'2024-25), ending 31st March 2025. Please note that the Financial Year in which no turnover is shown would also be considered for working out the average Annual Turnover of related services.
- d. **Turnover, the Profit and the Net Worth certificates** must be certified by the Statutory Auditor of the firm /company along with Audited Balance Sheet for last 5 (Five) financial years, ending 31st March 2025 needs to be enclosed with the bid. These financial details as stated above are to be duly certified by the Chartered Accountant.
- e. **The Turnover certificate must have a Unique Document Identification Number (UDIN) as per ANNEXURE - II.**
- f. The Bidder should not have incurred any loss (i.e., the Profit after tax should be positive) in more than two years during the last five financial years ending March 2025.
- g. The Agency should submit Bank Solvency Certificate from any Nationalized / Scheduled bank amounting to **Rs. 16,00,000/- (Rupees Sixteen Lakhs only), viz. 40% of the estimated value put to tender**, issued after the date of publication of tender document as per Format in ANNEXURE - X. **Further, the Solvency Certificate shall be addressed to the Tender Inviting Authority mentioning the name of the Work in the Solvency Certificate.** Hard copy of original Solvency certificate should be submitted to this office as per address mentioned in NIT, on or before the specified last date and time of bid submission.
- h. The bidder should have sufficient similar experience in **Environmental & Social Impact Assessment (ESIA) Study, Environmental Management Plan (EMP), Land Acquisition Plan (LAP) and Rehabilitation & Resettlement Plan (R&R) for Barrage / Dam / Irrigation or Water Resource projects in India for any Central Govt. / State Govt. / Public Sector Undertaking (PSU) or any Government Department / Authority during last 7 years, from the date of publication of NIT.** The completion certificate, issued by the executing authority/ client, must be submitted along with the bid to support such experience. Also, work order / Agreement needs to be produced in support of the above experience criteria.
- i. The bidder must have a valid QCI-NABET accreditation in the relevant category for carrying out Environmental & Social Impact Assessment (ESIA), Environmental Management Plan (EMP) for carrying out the similar projects. A valid QCI-NABET accreditation certificate in the relevant category must be submitted with the technical proposal.
- j. The bidder must have similar experience as per the criteria given below, over the last 7 years from the date of publication of NIT:
  - One similar project, costing more than or equal to **Rs.32,00,000/- (Inclusive of GST)**

OR

- Two similar projects, costing more than or equal to **Rs.20,00,000/-** of each work (Inclusive of GST)

OR

- Three similar projects, costing more than or equal to **Rs.16,00,000/-** of each work (Inclusive of GST)

Similar project(s) mentioned above refers to “Environmental & Social Impact Assessment (ESIA) Study or Environmental Impact Assessment (EIA) Study and Environmental Management Plan (EMP) Study and Obtaining clearance from SEIAA/MoEF&CC” **for construction of Barrage / Dam / Irrigation Structures or Water Resource projects in India;** for any Central Govt. / State Govt. / Public Sector Undertaking (PSU) or any Government Department / Authority. **Completion certificate needs to be produced in support of the experience. Also, work order / Agreement needs to be submitted along with the bid in support of the above experience criteria.**

- k. The participating bidder, as on date, should not have been blacklisted by any Government Department or any Public Sector Undertaking or any Government Authority or Public Limited Company in India. A declaration to this effect is to be made by bidder as per **ANNEXURE - VIII**.
- l. The participating bidder should submit the Integrity Pact as per **ANNEXURE - IX**.
- m. The participating bidder must submit the declaration as per **Annexure VII, X, XI & XII**.
- n. Bidder have either an office at Bihar (Office address proof must be provided) or submit an Undertaking regarding establishing an office at Patna, Bihar within 10 days of the date of issue of work order.

## 12. Time of Completion:

The time of completion for the entire work is 9 (nine) months from the date of award of work order.

## 13. Date & Time Schedule:

Sl. No.	Particulars	Date & Time
1.	Date of issue of Notice inviting bid	11.12.2025
2.	Period of downloading of bidding documents	11.12.2025 to 02.01.2026 (up to 12:30 hrs.)
3.	Bid Submission Closing Date	02.01.2026 at 16:00 P.M.
4.	Technical Bid Opening Date	02.01.2026 after 16:30 P.M.
5.	Financial Bid Opening Date	Will be intimated later to the shortlisted Bidder
6.	<b>EMD as per NIT and Solvency certificate shall be submitted in Hard copy to the given office address</b>	02.01.2026 at 16:00 P.M. The Project Manager, WAPCOS Limited, Flat No. 103 & 104 First Floor, Block B, Shivmitra Apartment, Vivekanand Marg, North S.K. Puri, Near A. N. College, Patna - 800013, Bihar

#### 14. Mode of Submission:

- **Technical Bid** –Technical Bid must be submitted online on or before the specified Last Date and Time of Bid submission.
- **Financial Bid** – **Financial Bid also needs to be submitted online, but separately, on or before the specified Last Date and Time of Bid submission.**

**Note:** -

1. *EMD as per NIT and Solvency certificate shall be submitted in Hard copy to the given office address as given in NIT*
2. *Financial Bid, if submitted along with Technical Bid, may cause outright rejection.*

(Sd/-)  
Project Manager  
Patna Office  
WAPCOS Limited

Copy forwarded for kind information and wide circulation to:

- i. Sr. General Manager (INFS-II), WAPCOS Limited
- ii. Notice Board Patna Office WAPCOS Limited

## CHAPTER I

### SCOPE OF WORK FOR SUCCESSFUL BIDDER

#### 1.1 Project Background:

The Water Resources Department, Government of Bihar has awarded the work of DPR preparation for two barrages on the Bagmati River in Bihar. The project primary goal of this project is to enhance the irrigation capabilities, improve flood management and promote sustainable water resource management. The project envisages construction two barrages on River Bagmati, spaced at a riverine distance of 64 km apart. The upstream barrage is proposed at village Ramnagar, 6 km downstream of Indo-Nepal Boarder, or 3 km downstream of Dheng Railway Bridge No. 89, hereto referred as Ramnagar Barrage. The CWC hydrological observation site Dheng Bridge, established near village Ramnagar in Sitamarhi district of Bihar, is only 750 m upstream of the proposed barrage. The second barrage is proposed 64 km downstream of Ramnagar barrage, and is in Kataunjha village, in Aurai block of Muzaffarpur district. This proposed barrage is 600 m upstream of the new railway bridge on River Bagmati and 800 m downstream of Bagmati road bridge on NH-77, joining Muzaffarpur to Sitamarhi; hereto referred as Kataunjha Barrage. The CWC hydrological observation site at Runnisaidpur is situated immediately upstream of the Bagmati Road Bridge on NH-77, and is around 850 m upstream of the proposed Kataunjha Barrage. Thus, Kataunjha Barrage is close to Muzaffarpur-Sitamarhi boarder, however, is located in Muzaffarpur district. The five districts likely to be benefitted by Ramnagar Barrage, include Sitamarhi, Sheohar, E. Champaran, Muzaffarpur and Darbhanga. Similarly, the four districts benefitted by Kataunjha Barrage include, Muzaffarpur, Darbhanga, Sitamarhi and Sheohar. As such, these two-barrages in North Bihar will benefit Sheohar district fully and other five districts, where they will be providing irrigation and meeting the mandatory M&I needs.

The site of barrages have been selected based on surveys, investigations and studies carried out in the past and those at present.

#### 1.2 Scope of Work:

The selected Agency shall carry out a comprehensive Environmental & Social Impact Assessment (ESIA) and Environmental Management Plan (EMP), Land Acquisition Plan (LAP) and Resettlement & Rehabilitation (R&R) report which eventually will form part of the Detailed Project Report (DPR) of the proposed two barrage project. The report needs to be prepared considering all the relevant notifications issued from time to time by the Ministry of Environment, Forest & Climate Change (MoEF&CC), Central Water Commission (CWC), Central Pollution Control Board (CPCB), Bihar State Pollution Control Board (BSPCB), Government of Bihar/Government of India or any other Competent Authority. The **ESIA report** shall need to be prepared considering all the latest notifications/ guidelines, including assessment of ecological flows and fish management studies required for obtaining Environmental Clearances from the regulatory / statutory authorities, besides the



requirement of Impact Assessment Agency(IAA), spelled out during the review of the EIA report.

The Agency will prepare an application as per the overall guidelines given for Environmental Clearance (EC)- Overall Process Flow, including monitoring data collection, public hearing, and any other compliance required by the concerned authority. The Agency is required to prepare the **Terms of Reference (TOR) for making** an application to MoEF&CC, Government of India for approval of the same. The onus of getting the TOR approved by the MoEF&CC, Government of India shall rest on the Agency. Based on the approved ToR of MoEF&CC, the Draft/Final ESIA shall be prepared by the Agency, and thereafter the relevant sections will be included by Agency, in the draft DPR.

As per standard practice, **public hearing** in various districts will be organized by the State Pollution Control Board, in association with Water Resource Department, Government of Bihar, as per the requirements of the fulfilment of EIA notification and the Agency shall not only assist them, provide the necessary documents, but will participate too, as per requirement.

The Agency will prepare all **Land Acquisition Plan (LAP)** including all necessary schedules as per prevailing land acquisition act for acquisition of land. The **R&R Plan** for the project Shall be prepared in accordance with "The right to fair compensation and transparency in land acquisition, rehabilitation and resettlement Act, 2013 Government of India and its amendments".

The Agency will have the responsibility to get necessary statutory clearance from concerned State and Central Govt. authorities or any other statutory body such as ESIA clearance from SEIAA Bihar and Forest Clearance from MoEF&CC, Government of India and clearance of R&R of Tribal population from Ministry of Tribal affairs (MoTA), Government of India.

#### **Broad scope of work shall be, but not limited to:**

The EIA Report should identify the relevant environmental concerns and focus on potential impacts that may change due to the construction of the proposed project. Based on the baseline data collected for three (3) seasons (Pre-monsoon, Monsoon and Post-monsoon seasons), the status of the existing environment in the area and its capacity to bear the impact of this should be analysed. Based on this analysis, the mitigation measures for minimizing the impact shall be suggested in the EIA/EMP study.

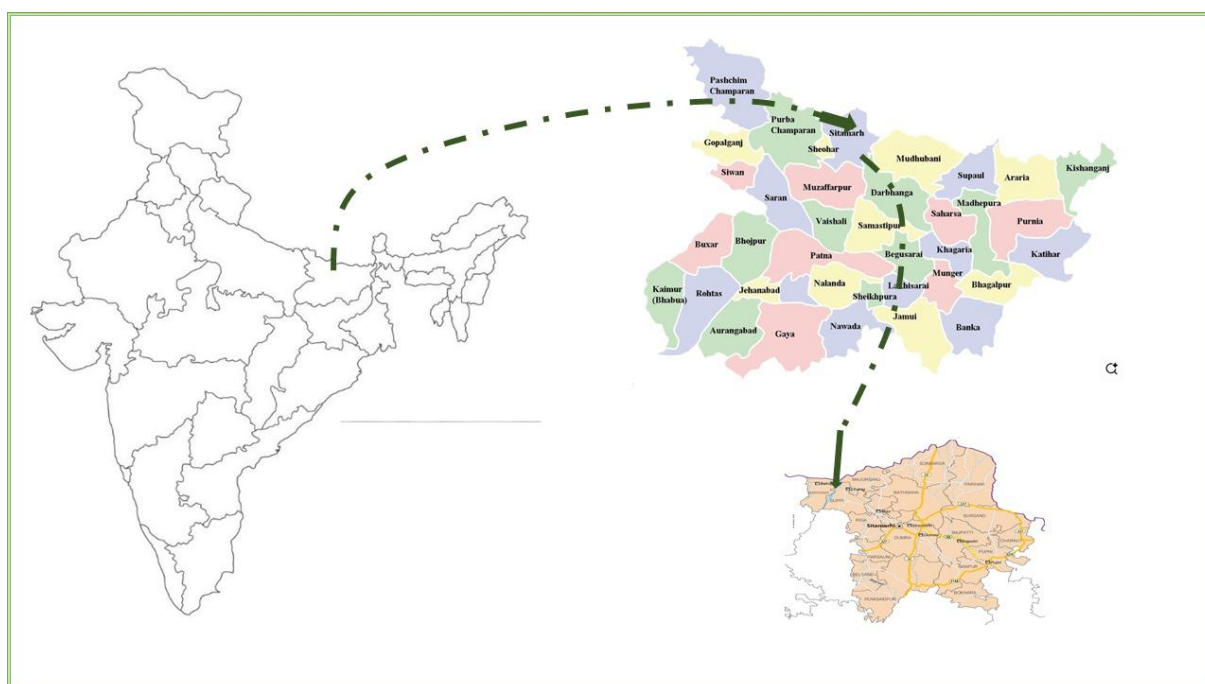
### **1.3 Details of Project and Site**

General introduction about the proposed project.

As stated earlier the location of barrages have been selected after detailed surveys, investigations and studies. The proposed barrage near Ramnagar is around 6 km downstream of Indo-Nepal border, or 3 km d/s of Dheng Railway Bridge No. 89 on River Bagmati. There

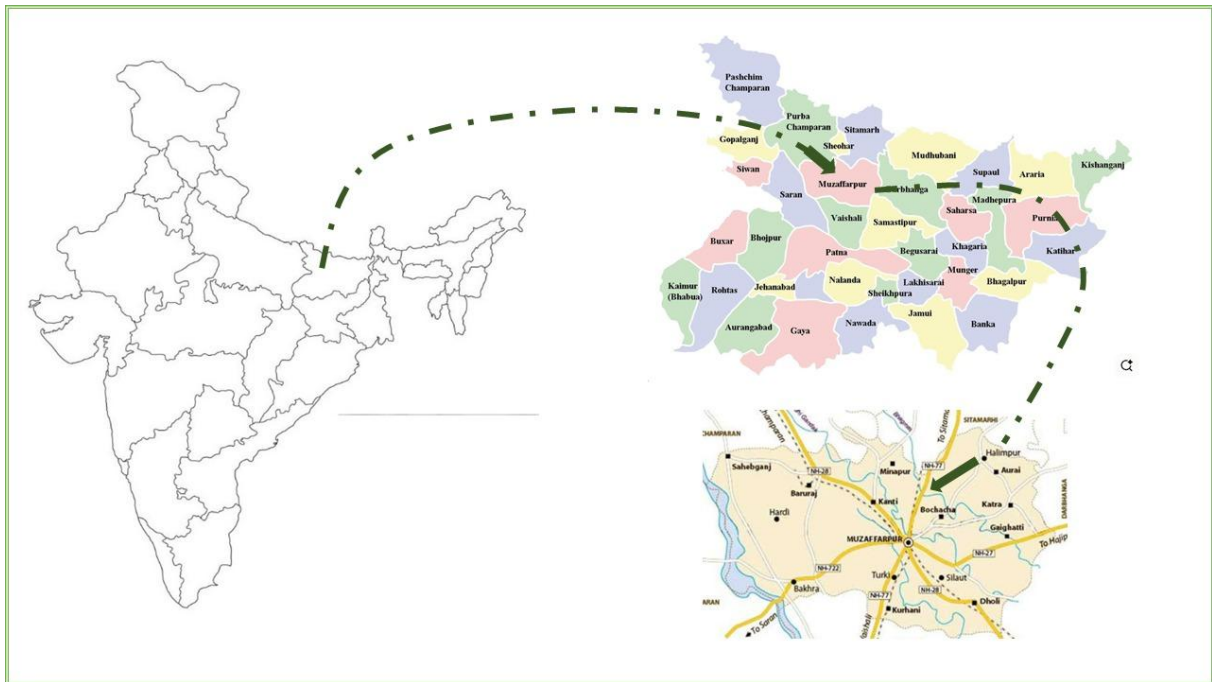
is a road bridge located 500 m d/s of Dheng Railway Bridge No. 89, called Bansi Chacha Road Bridge. The proposed Ramnagar barrage thus is 2.5 km d/s of Bansi Chacha Road Bridge. As the CWC hydrological observation site at Dheng Bridge is 2.25 km below Dheng Railway Bridge No. 89, it is only 750 m above the proposed Ramnagar barrage. Also, it was indicated earlier that the second barrage is proposed at Kataunjha in Muzaffarpur district, instead of Runnisaaidpur in Sitamarhi district, and as such this newly identified location of second barrage is 800 m downstream of the earlier identified one. The downstream barrage at Kataunjha is at a riverine distance of around 64 km d/s of the 1<sup>st</sup> Barrage at Ramnagar. After construction of barrages at Ramnagar and Kataunjha (overall length of each of them being 403.8 m, with 22 barrage bays and 7 under sluice bays) in order to safely pass the 100-year return period flood of 4,002 cumecs and 5,440 cumecs, respectively. The pond levels of Ramnagar and Kataunjha are 72 m and 55 m respectively. At these levels, the Ramnagar pond will extend back only up to 5 km (to remain within the Indian Territory) and Kataunjha pond will extend back up to 12 km. After commissioning of the two barrages and subsequent raising and strengthening of embankments between the barrages up to 500-year return period year flood (72.8 m at Ramnagar and 57.42 m at Kataunjha), Bagmati flows will be regulated and water will flow downstream in a defined channel, rather than braided channels.

The location maps of these two barrages proposed in Sitamarhi and Muzaffarpur districts respectively are provided below at **Fig. 1.1** and **Fig. 1.2**.



**Figure 1.1: Proposed Barrage on Bagmati River at Ramnagar**

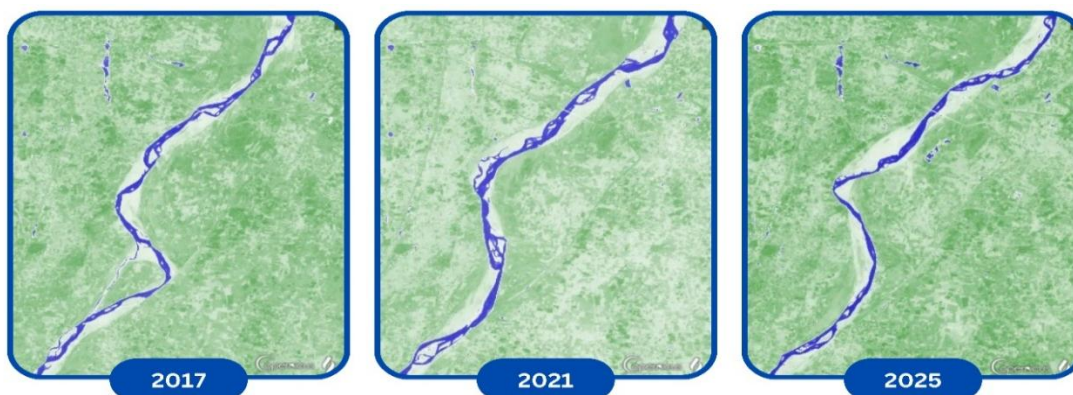




**Figure 1.2: Proposed Barrage on Bagmati River at Kataunjha**

The Detailed Project Report (DPR), besides other, shall include, geotechnical investigations, interstate matters/ issues, comprehensive hydrological studies/ analysis, detailed irrigation planning, planning & design of hydraulic structural, cost estimates and financial analysis (including B-C Ratio computation), all relevant to the project. The Environmental & Social Impact Assessment (ESIA), Environmental Management Plan (EMP), Land Acquisition Plan (LAP) and Rehabilitation & Resettlement Plan (R&R) studies proposed to be carried out by the Agency will also form an integral part of the DPR.

One of the most important considerations in marking the location was to confirm the that river generally flows at the identified location. For this the meandering of River Bagmati at proposed site during 2017, 2021 and 2025 was studied through available satellite imageries. The meandering of the river in the vicinity of proposed barrages at Ramnagar in the aforementioned years have been depicted below in **Fig. 1.3**.



**Figure 1.3: Meandering Stream of Bagmati River near proposed Barrage at Ramnagar**

Similarly, the meandering of the river in the vicinity of proposed barrages at Kataunjha in the years 2017, 2021 and 2025 have been depicted below in Fig. 1.4.



Figure 1.4: Meandering Stream of Bagmati River near proposed Barrage at Kataunjha

#### 1.4 BASE LINE DATA GENERATION:

- a. **Secondary Data Collection:** Secondary data shall be collected from secondary sources, like published literature from various government and private agencies, NGOs, or institutions on physical, biological and social components of the environment. The data will be reviewed to establish the existing environmental and ecological status within the project area.
- b. **Field Survey:** The desk work will be followed by a field survey of the project site for identification of the environmentally sensitive zones within the study area and physical verification of all the identified sensitive zones with respect to the location of the project alignment and activities proposed. The field survey shall also include the measurement of environmental quality in terms of ambient air quality, water quality, soil quality, background noise level and ecology (flora, fauna and etc.) along the proposed alignment. The procedure for measurement of environmental quality would be done as per the guidelines of the Ministry of Environment and Forests, Government of India.

The following details on different environmental features would be collected either from the secondary sources or from field surveys:

##### (A) PHYSICAL ENVIRONMENT:

- i. **Topography:** Topography, ground conditions, altitude, slope, etc.
- ii. **Soil and Geology:** Soil type and its characteristics, soil erosion and landslide problem, and geology of the area.
- iii. **Water Environment:** An inventory survey of all water bodies located within the project site, giving details of protected areas in the vicinity of 25 km of the project location, along with their usage and importance for the local population. Study of the hydrology of the project. The natural drainage of the project region, the existing drainage pattern of the project, runoff flow direction, possible flooding, and erosion will be collected. The

information on the groundwater table, the groundwater availability in the project area, and the exploitation of groundwater will be collected from secondary sources.

**iv. Meteorological Data:** Meteorological data covering maximum and minimum wind speed, wind direction, rainfall, relative humidity and temperature for the last 10-year period will be collected from the nearest IMD Meteorological station. The history of special weather phenomena like cyclones, cloud bursts, etc., will be collected from the nearest meteorological station for a period of 50 years. The wind velocity, wind direction and wind rose, rainfall, temperature and relative humidity along the proposed alignment will be recorded during the study period.

**v. Environmental Quality:** Baseline environmental quality data in terms of water, ambient air noise levels, and soil quality would be generated as follows:

➤ **Ground & Surface Water Resources and Quality:**

The water samples from groundwater and surface water resources along the project area alignment will be collected to assess the physicochemical parameters. Surface water samples from different water bodies/rivers/streams along the project stretch will be collected and analysed for physicochemical parameters. Groundwater samples will also be collected from the most commonly used groundwater sources along the proposed project. The Ground water samples will be analyses for Temperature, pH, Turbidity, EC, Colour, TSS, TDS, Odour, DO, BOD, COD, TKN, Total Hardness, Sodium, Potassium, Calcium, Magnesium, Ammonia, Chloride, Sulphate, Phosphate, Nitrate, Fluoride, Surfactants, Dissolved Iron, Copper, Zinc, Manganese, Arsenic, lead, Mercury, Boron, Chromium, Phenols, Cadmium, Total Coliform, Faecal Coliform.

Surface water samples will be analyses for Temperature, pH, Turbidity, EC, Colour, TSS, TDS, Odour, DO, BOD, COD, TKN, Total Hardness, Sodium, Potassium, Calcium, Magnesium, Ammonia, Chloride, Sulphate, Phosphate, Nitrate, Fluoride, Surfactants, Dissolved Iron, Copper, Zinc, Manganese, Arsenic, lead, Mercury, Boron, Chromium, Phenols, Cadmium, Total Coliform, Faecal Coliform.

➤ **Ambient Air Quality:**

Ambient air quality monitoring will be carried out along the project stretch covering different categories of land use, viz., residential, commercial/industrial and sensitive zones like schools, colleges, and hospitals, with a frequency of twice a week for one month at different locations covering the sensitive locations. The ambient air quality monitoring will be carried out with respect to Particulate Matter (size less than 10µm) or PM10, Particulate Matter (size less than 2.5µm) or PM2.5, Sulphur dioxide (SO<sub>2</sub>), Oxides of Nitrogen (NO<sub>x</sub>) and Carbon Monoxide by following the MoEF&CC guidelines.

➤ **Noise Environment:**

The noise monitoring will be carried out at representative locations along the alignment of the project, covering sensitive locations such as residential areas, hospitals, schools,

sanctuaries, etc. The noise monitoring will be done for 24 hrs at each location. The nighttime and daytime equivalent noise levels will be generated for each monitoring location to have an idea of noise pollution levels in the study area.

➤ **Soil Quality:**

The soil samples of different areas along the project stretch would be collected to assess the physicochemical characteristics of the soil in the project area. The quality parameters will include pH, Electrical conductivity, sand, silt, clay, texture, moisture retention capacity, infiltration rate, bulk density, porosity, organic matter, Nitrogen, potassium, phosphorus, Pb, iron and organic carbon.

- vi. **Existing Land Use Pattern:** Land use pattern will be established within the project area, classifying forest area, agricultural land, cultivable waste land and area not available for cultivation, urban and rural settlements, water bodies, hills, etc.

**(B) BIOLOGICAL ENVIRONMENT:**

- i. **Flora and Fauna:** Information on vegetation within the study areas will be collected from secondary sources as well as through site investigation. The vegetation study includes the Forest area and plantation within the proposed ROW, and the list of flora and fauna will be collected.
- ii. **Ecologically Sensitive Locations:** Ecologically sensitive locations, such as Wildlife sanctuaries, National parks, bio reserves, etc, will be identified within the project area, and need additional study (if any).
- iii. **Ecological Studies:** Terrestrial and aquatic ecological studies will be conducted within the proposed ROW. Common trees, shrubs, other vegetation, common fauna, and rare and endangered species will be identified, surveyed and studied.

**(C) SOCIO-ECONOMIC AND CULTURAL ENVIRONMENT**

- **Socio-economic Details:** Study of demographic details, including population, scheduled caste, scheduled tribe, literacy, occupation pattern in the settlements within the project area, economic and social conditions, and lifestyles. Study of infrastructure facilities in the settlements. The social study will comprise a socio-economic survey and reflect the number and details of Project Affected Persons (PAPs), etc., within the project area. The following data will be collected:
- Details of the properties, houses, businesses, etc.
  - Activities likely to be affected by land acquisition and their annual financial losses.
  - Data covering the vulnerable groups or persons, including women, children, the elderly, people below the poverty line, indigenous people and notified settlements
  - Data on diseases in the locality and existing health care facilities



- Data on demography, including traditional skills and sources of livelihood, along the proposed site.
- **Places of Tourist, Historic, Archaeological and Religious Interests:** Places of tourist interest, historical, archaeological places and places of religious interests (if any) identified in the immediate vicinity and also within the study area.
- **Common Resources:** An inventory of common community resources such as educational institutions, health centres, recreation centres, Courts, libraries, community centres, public toilets, religious and cultural features, etc., situated along the project corridor will be prepared.

### 1.5 Anticipated Environmental Impacts and Mitigation Measures

The environmental impact assessment will be conducted in accordance with the requirements of the Ministry of Environment, Forests and Climate Change (MoEF&CC) norms and guidelines. The collected primary and secondary data will be compiled and analysed to establish a comprehensive database and assess the existing baseline environmental condition.

After establishing the baseline status of the study corridor and analysis of the project proposals and activities, the potential impacts on environmental components would be identified for pre-construction, construction and operational stages of the project. On the basis of the existing baseline environmental condition within the project area and the nature and extent of activities envisaged in the construction/operation phase, the impacts would be identified and assessed for the type and quantum. Wherever practicable, a quantitative analysis would be performed for the impacts by using an appropriate modelling method. All potential direct and indirect influences due to the proposed project will be addressed. The scope of work will not be confined only to alignment, but the impacts due to the associated construction activities will also be assessed.

The following aspects will be given due importance during the assessment of impacts and recommending remedial measures:

- Alignment of the project canal and topographical changes
- Drainage de drainage to avoid waterlogging, erosion & environmental degradation
- Impact on soil within the project area.
- Impact of solid waste generated and the solid waste management plan
- Impact on the borrowing area and quarries
- Impact on ambient air quality due to air pollution during construction activities and vehicle movement. Prediction of ambient air quality due to projected vehicular traffic will be carried out using computer-based CALINE-4 software.
- Impact on noise level during construction activities and vehicle movement. Prediction of noise levels will be carried out using computer-based Prediction of Noise level during the operation phase in future years.
- Impact of solid waste generated during the construction phase of the project.
- Nature, quantity and disposal of construction spoils, wastes and wastewater.
- Impacts of flora and fauna and ecological resources due to the construction and operation of the project

- Public health & sanitation, and occupational health & safety of construction workers
- Impact on the safety of local people during the construction and operation phases.
- Population affected and socio-economic impacts.

## **1.6 Public Consultation and Information Disclosure**

General Public consultation will be carried out in the affected areas during the environmental survey. The issues discussed during this consultation shall be incorporated into the design framework and environmental management and mitigation plan.

## **1.7 Public Hearing**

**Public hearing will be carried out as per standard terms of reference and will comprise of** issue of notification of the date of advertisement in Local and National newspapers in which the advertisement will appear, finalising a Date of Public Hearing, discussions with the Panel present, preparation of List of the Public present, including all the concerned stakeholders, both public, private, government and non-government. Preparation of the summary of public hearing as per standard details.

## **1.8 Environmental Monitoring Programme**

An Environmental Monitoring Plan for the construction and post-construction phases of the project will be formulated to ensure the effectiveness of implemented environmental mitigation measures. The cost of the Environmental Monitoring Plan for the construction and post-construction phase of the project will be worked out.

## **1.9 Environment Management Plan**

An Environmental Management Plan aimed at minimising the negative impacts of the project should be given in detail. The mitigation measures are to be presented for all the likely adverse impacts on the environment. The following suggestive mitigating plans should be included:

- **The Catchment Area Treatment (CAT) Plan** should be prepared, micro-watershed-wise. Identification of area for treatment based upon Remote Sensing & GIS methodology and Silt Yield Index (SYI) method of Soil and Land Use Survey of India, coupled with ground survey. Areas/watersheds falling under 'very severe' and 'severe' erosion categories are required to be treated. Both biological and engineering measures should be proposed in consultation with the State Forest Department. Year-wise schedule of work and monetary allocation should be provided. The CAT plan is to be completed before barrage impoundment. Mitigation measures to check shifting cultivation in the catchment areas, with provision for alternative and better agricultural practices, should be included.
- **Compensatory Afforestation** instead of the forest land required for the project needs to be proposed. Choice of plants should be made in consultation with the State Forest Department, including native and RET species, if any.



- **Biodiversity and Wildlife Conservation & Management Plan** for conservation and preservation of endemic, rare and endangered species of flora and fauna to be prepared in consultation with the State Forest Department.
- **Rehabilitation and Resettlement (R&R) Plan** need to be prepared with due consultation with Project Affected Families (PAFs). The provision of the R&R plan should be according to the Rehabilitation and Resettlement Act 2013, GoI and the relevant guidelines and its amendments thereof in consultation with the Client Authorities. Detailed budgetary estimates are to be provided. Resettlement sites should be identified.
- **Plan for Green Belt Development** along the periphery of barrage ponds, colonies, approach road, canals, etc., to be prepared in consultation with the State Forest Department. Local plant species suitable for greenbelt development should be selected.
- **Barrage Rim Treatment Plan** for stabilisation of landslide/land slip zones, if any, around the barrage pond periphery to be prepared. Suitable engineering and biological measures for the treatment of the identified slip zones are to be provided with a physical and financial schedule.
- **Plan for Land Restoration and Landscaping** of project sites.
- **Fisheries Conservation & Management Plan**-For the fish fauna inhabiting the affected stretch of river, a specific fisheries management plan should be prepared for the river and barrage pond.
- **Muck Disposal Plan** - suitable sites for dumping of excavated material should be identified in consultation with the State Pollution Control Board and Forest Department. All Muck disposal sites should be minimum 30 m away from the HFL of the river. A plan for the rehabilitation of muck disposal sites should also be given. The L- L-L-section/cross-section of muck disposal sites and approach roads is to be given. Financial outlook for this may be given separately.
- **Plan for the Restoration of quarry sites and landscaping** of colony areas, working areas, roads, etc.
- **Study of Design Earthquake Parameters:** A site-specific study of earthquake parameters should be done. The results of the site-specific earthquake design parameters should be approved by the National Committee of Seismic Design Parameters, Central Water Commission (NCSDP), New Delhi.
- **Dam Break Analysis and Disaster Management Plan:** The outputs of the Dam Break Model should be illustrated with appropriate graphs and maps, clearly bringing out the impact of the Dam break scenario. Provisions for early warning systems should be provided.

- **Water and Air Quality & Noise Management Plans** to be implemented during construction and post-construction periods.
- **Mitigating measures for impacts due to Blasting** on the structures in the vicinity.
- **Ground Water Management Plan.**
- **Public Health Delivery Plan**, including the provisions for a drinking water facility for the local community.
- **Labour Management Plan** for their Health and Safety.
- **Sanitation and Solid Waste Management Plan** for domestic waste from colonies and labour camps, etc.
- **Local Area Development Plan** to be formulated in consultation with the Revenue Officials and Village Panchayats. Local skill development schemes should be given. Details of various activities to be undertaken, along with their financial outlay, should be provided.
- **Environmental safeguards** during construction activities.
- **Energy Conservation Measures.**
- **Environmental Monitoring Programme** with physical & financial details covering all the aspects of EMP. A summary of the cost estimate for all the plans, the cost for implementing all Environmental Management Plans, including the cost for implementing the environmental monitoring programme, should be given. Provision for an Environmental Management Cell should be made.

#### 1.10 List of Deliverables

- Submission of Inception Report along with work schedule and Draft Forms for ToR application for the project
- Filing application for ToR clearance in the MoEF&CC portal and obtaining ToR clearance.
- Submission of Field Studies Report for 1<sup>st</sup> Season
- Submission of Field Studies Report for 2<sup>nd</sup> Season
- Submission of Field Studies Report for 3<sup>rd</sup> Season
- Submission of Draft EIA and EMP Report and other documents as per the ToR obtained from MoEF&CC
- Conducting Public Hearing as per the ToR obtained from MoEF&CC

- Submission of Draft LAP and R&R Plan Report and other documents
- Submission of Final EIA and EMP Report and other documents after incorporating the comments of public hearing.
- Submission of Final LAP and R&R Plan Report and other documents incorporating comments of stakeholder consultation and comments from the relevant departments.
- Filing application along with necessary copies of all the relevant studies report in MoEF&CC portal and obtaining Environmental Clearance.

All reports & maps with its all annexures are to be submitted in 5 set hard copies and one soft copy in appropriate format to the Project Manager, WAPCOS Limited, 103 & 104 First Floor, Block B, Shivmitra Apartment, Vivekanand Marg, North S.K. Puri, Near A. N. College, Patna - 800013, BIHAR. All the reports prepared by the Agency and its raw data will become the property WAPCOS Ltd.

#### 1.10 Qualification and Experience of Key Personnel

Sl. No.	Designation of Key Personnel	Educational Qualification	Total Professional Experience	No. of Water Resources / River valley projects undertaken	No. of Position required
1	Team Leader Cum Environmental Expert	Should have M. Tech. in Water Resources / Environmental Engineering, or equivalent	10 Years	1	1
2	Land Use Expert	Should have Master Degree in Geography / Remote Sensing / Environmental Science, or equivalent	5 Years	1	1
3	Ecology and Bio diversity Expert	Should have Master Degree in Environment/ forestry/ Ecology/ Botany	5 Years	1	1
4	Socio-Economic Expert	Should have Master's degree in Economics, Sociology / Social Work / Social Welfare.	5 Years	1	1

All the Key Personnel should be present at site to receive instruction and shall be the point of communication on behalf of the bidder. Other experts and technicians shall be deployed to commensurate with progress of work at site, duly ensuring the stipulated time of completion.

**1.12 Time Frame:** 9 (Nine) months from the date of award of work.

#### 1.13 Extension of Time

Time is essence of the contract. In case, the work is delayed for justifiable reason, included under force majeure, or any other such reason, beyond the control, the Agency will write to WAPCOS, specifying reason for such delay and request for an extension of time indicating the date of completion, without penalty. Such a communication must reach to WAPCOS within seven (7) days of noticing or realizing the reason for delay. Upon receiving the request for extension of time, WAPCOS will examine, in detail, the reason for delay and the probable extended date, requested for. In case WAPCOS is convinced about the reason, an extension of time shall be granted, without penalty, within fifteen (15) days of receiving such request to the Agency, without accepting any additional claim by the Agency.

## CHAPTER II

### INSTRUCTIONS TO BIDDERS

#### 1. BIDDING DOCUMENT

The bidder is expected to examine all the documents prior to preparation and submission of bid. The bidder is advised to visit the sites, assess the accessibility to site, and also the work involved, climate and other conditions of the area etc., before quoting the rates. No claim shall be entertained later, on any such account. Failure to comply with the requirements of bid submission, will be at bidders' risk, and shall be considered as non-responsive.

#### 2. FINANCIAL BID

**BOQ to be submitted online only.** The bidder shall fill in rates and prices in INR for all the items of the schedule of works.

**Note:**

- A. The rates should be inclusive of all type of data collection, stake holder consultation, attend meeting with MoEF&CC, New Delhi / SEIAA, Bihar / Water Resource Department, Government of Bihar or any statutory body, on behalf of WAPCOS, Transportation Charges (Both side), including all Shifting, Loading & unloading charges with data collection, Preparation and submission of reports.
- B. The rates should be inclusive of all taxes as applicable but excluding GST and nothing extra will be paid over and above the contract price. GST shall be paid extra as per prevailing rates only after the submission of receipt of payment of GST.
- C. The rate shall be firm and no variation shall be allowed on any account whatsoever.
- D. Income tax and all other taxes, levies, impositions, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the Government of India or any subdivision thereof or any tax authority therein upon the Bidder {Successful bidder (i.e. L1) to whom the work is awarded by WAPCOS} and his staff, shall be paid and / or borne by the Bidder and WAPCOS shall perform duty of deduction from Bidder's payments whenever required by law.
- E. Rate will be inclusive of taxes labour cess, etc. complete.
- F. Conditional bid shall be rejected.

#### 3. BID VALIDITY

The offer(s) submitted by the bidder shall be valid for a period of 120 (One hundred Twenty Days) days from the date of opening of the bids.

#### 4. BID EVALUATION

The eligibility criteria will be first evaluated as defined in NIT for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed minimum qualifying eligibility criteria.

S. No.	Attributes	Maximum Marks
1.	<b>Financial Strength</b>	<b>20 Marks</b>
	Average Annual turnover	i) 80% marks for minimum eligibility criteria ii) 100% marks for twice and above the minimum eligibility criteria <b>Note - The turnover in between minimum and twice shall be evaluated proportionately.</b>

**Minimum Eligibility Criteria as mentioned in NIT:**

The Average Annual Turnover of related services should be at least **Rs. 20,00,000/- (Rupees Twenty Lakhs only)**, during last 5 (Five) years (FY'2020-21, FY'2021-22, FY'2022-23, FY'2023-24 & FY'2024-25), ending 31st March 2025. **This Turnover, the Profit and the Net Worth certificates** must be certified by the Statutory Auditor of the firm /company.

2.	<b>Experience in similar Nature of Work</b>	<b>30 Marks</b>
	Experience in similar project	i) 80% marks for minimum eligibility criteria ii) 100% marks for twice and above the minimum eligibility criteria <b>Note - The experience in between minimum and twice shall be evaluated proportionately.</b>

**Minimum Eligibility Criteria as mentioned in NIT:**

The bidder must have experience in similar services, over the last 7 years from the date of publication of NIT.

- One similar project, costing more than or equal to **Rs. 32,00,000/-** (Inclusive of GST)  
OR
- Two similar projects, costing more than or equal to **Rs. 20,00,000/-** of each work (Inclusive of GST)  
OR
- Three similar projects, costing more than or equal to **Rs. 16,00,000/-** of each work (Inclusive of GST)

Similar project(s) mentioned above refers to "Environmental & Social Impact Assessment (ESIA) Study or Environmental Impact Assessment (EIA) Study and Environmental Management Plan (EMP) Study and Obtaining clearance from SEIAA/MoEF&CC" for **construction of Barrage / Dam / Irrigation Structures or Water Resource projects in India;** for any Central Govt. / State Govt. / Public Sector Undertaking (PSU) or any Government Department / Authority. **Completion certificate needs to be produced in support of the**



experience. Also, work order / Agreement needs to be submitted along with the bid in support of the above experience criteria.

<b>3.</b>	<b>CVs of Key personnel as per Given Criteria</b>	<b>15 Marks</b>
a	Team Leader Cum Environmental Expert	6 Marks
b	Land Use Expert	3 Marks
c	Ecology and Bio diversity Expert	3 Marks
d	Socio-Economic Expert	3 Marks

CVs of Key personnel at a, b, c & d shall be submitted at the time of bidding for evaluation. **Please be informed** that if the name of any Key Expert is used by two or more bidders (irrespective of the position), the said key personnel shall get zero marks, during evaluation, in all the bids in which their name appear.

<b>4.</b>	<b>Work Plan, Approach, and Methodology</b>	<b>15 Marks</b>
a	Approach & Methodology for the Project	10 Marks
b	Work Plan	5 Marks
<b>5.</b>	<b>The bidder must have a valid QCI-NABET accreditation for EIA/ EMP</b>	<b>20 Marks</b> <i>(Non-possession of valid QCI-NABET accreditation for EIA/ EMP shall lead to non-responsiveness)</i>

**Bid Evaluation Criteria:** The bidders securing a minimum of 70% marks in technical evaluation shall be considered responsive and only their financial proposals shall be opened. Of the responsive bidders, the one whose quote the lowest rate (L1) shall be awarded the work.

## 5. BID OPENING

The technical bids will be opened as per date and time mentioned in NIT and any corrigendum issued in this regard. If the day happens to be a holiday, it will be opened on next working day at same time. Financial bids of only those bidders will be opened who are technically responsive. The date of opening will be intimated to these bidders later.

## 6. AWARD OF WORK

The work (contract) will be allotted to only that bidder whose bid has been determined to be technically responsive and who has offered the lowest quote/price.

## 7. PERFORMANCE SECURITY

The Bidder, whose tender is accepted, will be required to furnish Performance Security in form of Performance Guarantee, at the time of award of work, which shall be of value 5% (Five Percent) of the Contract/ Agreement amount. This Security/Guarantee shall either be in the form of Banker's Cheque/ Demand Draft/ Bank Guarantee/ Fixed Deposit Receipt from a Nationalized/ Scheduled bank, duly pledged/in name of WAPCOS Ltd., payable at Gurugram. This Performance Security shall be returned after successful completion of the assigned Work.

## 8. SECURITY DEPOSIT

A Security Deposit @ 2.5% from each interim payment will be deducted. The Security Deposit, so deducted shall be released one month after successful completion of the assigned work and a certification of this by WAPCOS; which in turn will issue such certification after satisfying that the work shall be acceptable to WRD-Bihar.

## 9. LIQUIDATED DAMAGES (LD)

Time is the essence of the contract as such, Liquidated Damages (LD) shall be levied against the Agency in case of delay in completion beyond the stipulated date of completion of project as mentioned in NIT. If the delay in execution of the job is attributable to WAPCOS, and not the Agency, no LD shall be levied. If the delay is on count of the Agency, LD @ 0.5% of Contract Price for per week of delay, beyond the stipulated period of completion, to be calculated on daily basis, shall be deducted. Total LD shall not exceed 10% of the contract value. The LD shall be deducted from the Security Deposit, and if more, from the Performance Security/ Guarantee. The decision of Project Manager, WAPCOS Ltd., Patna in regard to LD deduction, shall be final & binding.

## 10. PAYMENT TERMS

- A. Percentage of payment shall be due on achieving the stages of work indicated in tabular form below, and the Agency shall be allowed to submit the bill to WAPCOS on completion of each of these stages, however, as in the current contract WAPCOS is working only as an intermediately between the Client and the Bidder (the fact which is unconditionally acknowledged by the bidder), the payments under the present contract shall be made to the Agency, proportionately, only on back-to-back basis, within 21 days of receipt of the payment mentioned against each stage from the Client of the Project as follows:

S. No.	Particulars	% of Payment	Cumulative percentage Payment	Details of Payment Stage proposed by Client
1	Obtaining ToR clearance from MoEF&CC, Govt. of India	10%	10%	Approval of PFR/PPR from CWC
2	Submission of Field Studies Report	15%	25%	Approval of Draft DPR from DRC, WRD, GoB
3	Submission of Draft EIA and EMP Report and other documents as per the ToR obtained from MoEF&CC	20%	45%	
4	Submission of Draft LAP and R&R Plan Report and other documents	20%	65%	
5	Submission of Final EIA and EMP Report and other documents after incorporating the comments of public hearing and obtaining Environmental clearance from MoEF&CC, Govt. of India	25%	90%	Obtaining EIA clearance from MoEF &CC
6	Submission of Final LAP and R&R Plan Report and other documents	10%	100%	Approval of Final DPR from CWC, GoI

S. No.	Particulars	% of Payment	Cumulative percentage Payment	Details of Payment Stage proposed by Client
	incorporating comments of stakeholder consultation and comments from the relevant departments			

- B. Bidder shall unconditionally agree that in the event of payment or part thereof, under the respective project is not received from the Client, then WAPCOS or any of its Employee/Official shall not be responsible to pay any amount to the Bidder. The said condition shall supersede any and all other conditions of Contract/ Agreement/ Work Order/ Arrangement between the parties.
- C. The Bidder shall comply with the laws and taxes as applicable.
- D. Payment shall be made in INR. Payment shall be made after deductions of applicable taxes, duties etc.
- E. All Payments Shall be released after receipt of corresponding payment by WAPCOS from the client i.e. Water Resource Department, Government of Bihar.
- F. GST as applicable shall be paid on submission and verification of the of proof submitted by the Agency, matching with WAPCOS GST portal. In the event of non-receipt of GST input reflected in the GST portal, WAPCOS shall not be liable to pay GST.

#### **11. ESTIMATED VALUE OF CONTRACTS:**

Estimated value of the contract is Rs. 40,00,000/- (Rupees Forty Lakhs only, including GST).

#### **12. WORK SCHEDULE**

The Agency (Successful Bidder) shall furnish full particular of his Work schedule of field/ home office activity proposed for execution of the contract along with Inception Report within seven (7) days of the issuance of Work Order. Programme should cover intermittent milestones.

#### **13. AGENCY (SUCCESSFUL BIDDER) SUPERINTENDENCE AND OBLIGATIONS**

- The bidder shall mobilize the team to the sites within 7 days from issue of Letter of Award of work.
- The successful bidder shall be fully responsible for work carried out during the project and other related studies and this should be complete, adequate and workable.
- The successful bidder is liable to WAPCOS as WAPCOS is liable to the CLIENT for carrying out the PROJECT related activities.
- The successful bidder shall intimate the employer within 3 (three) days the name of the key persons and other persons, who will be responsible for field activity and day to day interaction with the employer's authorized representative for field activity.
- The successful bidder shall remain fully responsible for the accuracy and relevancy of all the survey field activities and for subsequent processing of field data including generated outputs. Sub-contracting of any part or whole of the works is prohibited and

these provisions shall be strictly adhered to. In the event of sub-contracting of any part if detected, the contract shall be liable for termination forthwith without assigning any reason thereafter.

- The team personnel proposed for this project must have desired experience in respective areas of work.
- The successful bidder shall be responsible for the safety of the manpower engaged at site.

#### **14. INSURANCE**

The Agency (Successful Bidder) shall insure himself against any liability under any workmen compensation ordinance or equivalent prevailing legislation and any modifications thereof which may be put in force by the government during the continuance of the contract.

In the event of any loss or damage suffered in consequence of any accident or injury or disease resulting from his work to any workman or other person in the employment of the Agency (Successful Bidder), the Agency (Successful Bidder) shall pay compensation to the victims.

The Agency (Successful Bidder) shall in respect of his employees who are employed by him pay rates of wages, observed hours of labour and provide other facilities not less favorable than those required by law.

#### **15. NO ESCALATION PAYABLE**

No escalation charge or additional amount whatsoever shall be paid to the Consultant. In case, any delay occurs due to local hindrance the Agency (Successful Bidder) shall mobilize additional manpower and equipment/instruments to accelerate the work with a sole intention to compensate the lost time period. The contractor shall not be entitled to any payment on account of any accelerated effort if required to complete the work within the stipulated time period and is deemed to have included in the quoted prices.

The Agency (Successful Bidder) shall submit daily progress report to WAPCOS. The Agency (Successful Bidder) shall equip their site in-charge with mobile phone to facilitate communication and control over work progress.

No compensation of any kind on account of jungle clearance/ objection by local officials/ stoppage of work by local people/ damage to cultivated fields etc. during the course of field surveys shall be entertained by WAPCOS at any stage.

#### **16. SETTLEMENT OF DISPUTES**

Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled through following mechanism:

- Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of

meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).

- In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatorily resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, and then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
- Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the Associate/ Sub-Consultant Sub-Contractor and the Principal Employer/ Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract Agreement Work Order/ Arrangement between Principal Employer/ Client & WAPCOS, Principal Employer/ Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/ Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- The place/ seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.

#### **17. FORCE MAJEURE:**

The Agency & successful Bidder shall ensure due compliance with the terms of this agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure is due to force majored events such as fire, rebellion, mutiny, civil commotion, riot, strike lock out. Force of nature, accident, act of GOD and any other reason beyond the control of concerned party. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such event and give a written notice of 15 days to the other party to this effect. The services covered under this agreement shall be started as soon

as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

**18. EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT:**

The agreement shall be effective from the date of signing and shall remain in force for a period of **09 months** from the effective date, or till the date the extension of time has been allowed. During the tenure of the agreement, parties hereto can terminate the agreement either for violation of any of the clauses of the agreement or other work by giving fifteen (15) days' notice in writing to either party. Failure of either Owner or Agency to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that Owner's right to terminate this agreement.

**19. DECLARATION FORM FOR DEBARREDNESS:**

The participating bidder should not have been blacklisted by any Government Department/ Organization or any Public Limited Company as on date. A declaration to this effect is to be made by bidder.

**20. GENERAL CONDITIONS:**

- Proposal Document shall be a self-contained one and no reference to any previous submissions will be permitted.
- All the pages of the Proposal Document shall be signed and numbered serially e.g. page number 15 of the document containing total 50 pages shall be numbered as 15/50.
- If any information in the Proposal is missing or not clearly specified or found ambiguous, it will be assumed that the tenderer is not in a position to supply/share the information and therefore will be evaluated accordingly.
- Proposal Document shall not include any financial conditions and Proposal containing such conditions shall be liable to be rejected.
- Any direct or indirect attempt made to influence WAPCOS in deciding the results of the tender will result in disqualification of the Agency.
- Submission of Proposal, by itself, does not guarantee any consideration for appointment of the firm with WAPCOS and the same shall be governed by the qualifying criteria.
- If the firm does not commence the Services within the period specified at the time of agreement or fail to deliver the desired results, WAPCOS may, declare this Agreement to be null and void, with a prior notice of one week and services of the firm will be terminated. In case of unsatisfactory performance, WAPCOS shall have the right to terminate the contract and get the work done from open market at the firm's risk and cost.
- WAPCOS reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidders (S) or any obligations to inform the bidder or bidders(S) of the ground of the employer action.



## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the GEM Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GEM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GEM Portal.

More information useful for submitting online bids on the GEM Portal may be obtained at:

[helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in) or [www.gem.gov.in](http://www.gem.gov.in)

### **REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Government e Marketplace URL: [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in) or [www.gem.gov.in](http://www.gem.gov.in) by clicking on the link "Online bidder Enrollment" on the GEM Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GEM Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile or the user may upload the tender by using Adhaar OTP as per Gem portal.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

1. There is various search options built in the GEM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the GEM Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the GEM Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare EMD as per the instructions specified in the tender document.
5. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time; otherwise, the uploaded bid will be rejected.
6. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be

downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to GEM Portal in general may be directed to the 24x7 GEM Portal Helpdesk.

.....

**ANNEXURE - I**  
**PROPOSAL SUBMISSION LETTER**

To,

**The Project Manager,**

WAPCOS Limited, 103 & 104 First Floor, Block B, Shivmitra Apartment,

Vivekanand Marg, North S.K. Puri, Near A. N. College,

Patna - 800013, BIHAR

**Website: [www.wapcos.co.in](http://www.wapcos.co.in),**

**E-mail: [wapcospatna@yahoo.com](mailto:wapcospatna@yahoo.com)**

**Subject: -Selection of Agency for Environmental & Social Impact Assessment (ESIA) Study, Preparation of Environmental Management Plan (EMP), Land acquisition Plan (LAP) and Rehabilitation & Resettlement (R&R) Plan and Obtaining clearance from SEIAA, GoB/ MoEF&CC, GoI for Preparation of DPR for Construction of two barrages on River Bagmati"**

**Dear Sir,**

This price will remain valid for **120 (One Hundred and Twenty) days** from the date of submission of bid. Unless and until a formal contract is prepared and executed, this bid, together with your acceptance thereof, shall constitute a binding contract between us.

I/We the undersigned understand that you are not bound to accept the lowest or any bid you may receive.

Yours faithfully,

Signed this                      day of\_                      2025

Signature and seal of bidder or authorized representative

Name of firm: Address of firm:

Telephone No.:

Fax No.                      :

E-mail                      :

**ANNEXURE - II**  
**AVERAGE ANNUAL TURNOVER OF THE BIDDER FOR THE LAST**  
**FIVE (5) FINANCIAL YEARS**

Financial Information (to be submitted in original letter head of bidder or original letter head of Chartered Accountant)

Sl. No	Financial Year	Annual Turnover (Rs in lakh)	Profit (Rs in lakh)	Net Worth (Rs in lakh)
1	2024-25			
2	2023-24			
3	2022-23			
4	2021-22			
5	2020-21			
	<b>Average</b>			

Supporting documents to be enclosed.

(Certification of the Chartered Accountant)

(Signature of the Bidder with seal)

UDIN: .....

**ANNEXURE - III**  
**UNDERSTANDING OF THE PROJECT AND APPROACH &**  
**METHODOLOGY TO BE ADOPTED BY BIDDER, ALONG WITH**  
**WORK PROGRAMME & MANNING SCHEDULE**

A. Understanding of the Project and Approach & Methodology to be adopted

B. Work Programme & Manning Schedule



**ANNEXURE - IV**  
**DETAILS OF KEY TECHNICAL PERSONNEL TO BE DEPLOYED**  
**FOR THIS PROJECT**

S. No.	Name	Qualification	Designation	Details of Experience	Role in this Project
1					
2					
3					
4					
5					
6					

**ANNEXURE- V**  
**FORMAT OF CURRICULUM-VITAE FOR THE PROPOSED KEY**  
**TECHNICAL PERSONNEL OF THE CONSULTANT/AGENCY**

1. Name: -
2. Profession/Present Designation: -
- 3 Date of Birth: -
4. Years with firm/Organization
5. Area of Specialization: -
6. Proposed Position of Team: -
7. Key Qualification: -

(Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member of relevant previous assignment and give dates and locations)

8. Education: -

(Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/ colleges etc. Date attended and degrees obtained.)

9. Experience: -

(Under this heading, list of all positions held by staff members since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years also gives type so far activities perform and client references, where appropriate.

10. Languages known: -

(Indicate proficiency in speaking, reading and writing of each language by "Excellent", "Good" or Poor").

Signature of Staff Member

Date: -.....

**ANNEXURE - VI**  
**SIMILAR WORKS EXECUTED DURING LAST 7 YEARS AND**  
**WORKS IN HAND**

<b>Years</b>	<b>Name of Client</b>	<b>Name of Project &amp; Work Status</b>	<b>Value of Work (Rs. Lakh)</b>	<b>Scope of Services rendered</b>	<b>Work Order/ Completion Certificate</b>	<b>Client Certificate References (Email ID &amp; Contact Number)</b>

All the works listed here need to be supported by necessary Work Order and Completion Certificates etc.

**ANNEXURE - VII**  
**SELF-DECLARATION**

I, \_\_\_\_\_ Son of \_\_\_\_\_ , age \_\_\_\_\_ years,  
resident of \_\_\_\_\_  
in the District of \_\_\_\_\_, of the State of \_\_\_\_\_ , do hereby declare  
that the information given above and in the enclosed documents is true to the best of my  
knowledge and belief and nothing has been concealed therein. I am well aware of the fact that  
if the information given by me is proved false / not true at any point of time. I will have to  
face punishment as per any provision of Law for the time being in force as well as the benefit  
availed by me or the benefit accrued to me shall be summarily cancelled.

Date:

(Signature of Applicant)

Place:

**ANNEXURE - VIII**  
**UNDERTAKING BY THE BIDDER**

To,

The Project Manager,  
**WAPCOS Limited, 103 & 104 First Floor, Block B, Shivmitra Apartment,  
Vivekanand Marg, North S.K. Puri, Near A. N. College,  
Patna - 800013, BIHAR**

Website: [www.wapcos.co.in](http://www.wapcos.co.in),

E-mail: [wapcospatna@yahoo.com](mailto:wapcospatna@yahoo.com)  
[patna@wapcos.co.in](mailto:patna@wapcos.co.in)

**Dear Sir,**

In response to your Notice Inviting Tender vide no. \_\_\_\_\_ dated \_\_\_\_\_ for  
**"Selection of Agency for Environmental & Social Impact Assessment (ESIA) Study,  
Preparation of Environmental Management Plan (EMP), Land acquisition Plan (LAP) and  
Rehabilitation & Resettlement (R&R) Plan and Obtaining clearance from SEIAA, GoB/  
MoEF&CC, GoI for Preparation of DPR for Construction of two barrages on River Bagmati"**  
the undersigned being as the \_\_\_\_\_ (Designation) of \_\_\_\_\_ (Name  
of the Company) is hereby undertaking that our organization \_\_\_\_\_ (Name of the  
Company) is having unblemished past record and has not been declared blacklisted /  
ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of  
time by any client organization and in addition to this it is being declared that the information  
furnished in our bid is true to best of my knowledge and the officials engaged in this project  
have never been subject to any type of disciplinary/ vigilance proceedings.

Yours faithfully,

Name and Address of the Firm:

\_\_\_\_\_

Authorized Signatory:

\_\_\_\_\_

Seal of the Company:

## **ANNEXURE - IX**

### **FORMAT FOR INTEGRITY PACT**

[To be submitted on Bidder's **Original** Letter Head along with Technical Bid along with Annexure-II]

To,  
WAPCOS Limited,  
76-C, Sector 18,  
Institutional Area  
Gurgaon-122015, Haryana

**Sub: Integrity Pact for ----- (Name of Work / Project)**

Sir,

I/We acknowledge that WAPCOS is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document at **Annexure-II**

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that

I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by WAPCOS.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, WAPCOS shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)

Place:

**Name and seal of Bidder**

---



To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of WAPCOS

#### FORMAT FOR INTEGRITY PACT

This Integrity Agreement is made at ..... on this ..... day of ..... 20.....

#### BETWEEN

WAPCOS Limited, New Delhi (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### AND

.....  
.....  
(Name and Address of the Individual/firm/Company)  
through ..... (Hereinafter referred to as the  
(Details of duly authorized signatory)

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

#### Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. ....)  
(hereinafter referred to as "Tender/Bid") and intends to award, under laid down  
organizational procedure, contract  
for ..... (Name of work) hereinafter  
referred to as the "Contract".

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

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

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

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

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during

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

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

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents,



brokers or any other intermediaries in connection with the award of the Contract.

- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the WAPCOS interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

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

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

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.



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

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

#### **Article 7- Other Provisions**

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken

by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

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

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

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

**WITNESSES:**

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

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

Place:

Dated :

## **ANNEXURE - X**

### **Form of Banker's Certificate from a Scheduled Bank (Solvency) (in sealed cover addressed to Authority)**

To,

**The Project Manager,**

WAPCOS Limited, 103 & 104 First Floor, Block B, Shivmitra Apartment,

Vivekanand Marg, North S.K. Puri, Near A. N. College,

Patna - 800013, BIHAR

Website: [www.wapcos.co.in](http://www.wapcos.co.in),

E-mail: [wapcospatna@yahoo.com](mailto:wapcospatna@yahoo.com)

[patna@wapcos.co.in](mailto:patna@wapcos.co.in)

**Subject: Selection of Agency for Environmental & Social Impact Assessment (ESIA) Study, Preparation of Environmental Management Plan (EMP), Land acquisition Plan (LAP) and Rehabilitation & Resettlement (R&R) Plan and Obtaining clearance from SEIAA, GoB/ MoEF&CC, GoI for Preparation of DPR for Construction of two barrages on River Bagmati"**

**Dear Sir,**

This is to certify that to the best of our knowledge and information Shri/Smt/M/S.....having registered address .....  
....., a customer of our bank, is/are respectable and can be treated as reliable and solvent for any engagement up to a limit of Rs.....  
(Rupees.....). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

This certificate is issued on the request of Shri/Smt/M/S  
..... for tendering process being invited by WAPCOS for the above-mentioned tender.

Yours faithfully,

**(Signature)**

**For the Bank**

**(Name & Designation of POA number of the bank official)**

**Email:**

#### **Note:**

1. Solvency certificate should be on the letter head of the bank, in sealed cover addressed to the authority and official email of the issuing bank must be mentioned.
2. The date of certificate shall not be older than initial date of publication of tender.



**ANNEXURE - XI**  
**DECLARATION BY EIA CONSULTANT/ AGENCY**

EIA Report for the proposed "Construction of two barrages on River Bagmati, one in Ramnagar village, in Bairgania block of Sitamarhi district and second in Kataunjha village, in Aurai block of Muzaffarpur district in Bihar; likely to irrigate GCA of 1,65,500 ha and 79,500 ha, respectively; spread partly or fully in six North Bihar districts viz. Sitamarhi, Sheohar, E. Champaran, Muzaffarpur, Darbhanga and Samastipur"

This EIA report has been prepared by -----, in line with "EIA Notification 2006 dated 14th September 2006 and, with Up to date Amendments seeking Environment Clearance from the Ministry of Environment, Forests and Climate Change, New Delhi".

This work has been undertaken in accordance with ISO 9001: ----- Quality Management System with all reasonable skill care and diligence within the terms of the contract with the client, incorporating our General Terms & Conditions of Business and taking account of the resources devoted to it by agreement with the client.

We disclaim any responsibility to the client and others in respect of any matters outside the scope of the above.

Further, this report is confidential to the client and the use of this report by unauthorized third parties without written authorization from ----- shall be at their own risk.

For and on behalf of -----

**Approved by:**

**Sign:**

**Designation:**

**ANNEXURE - XII**  
**DECLARATION BY EIA CONSULTANT/AGENCY**

Declaration by Experts contributing to the EIA for the proposed “**Construction of two barrages on River Bagmati, one in Ramnagar village, in Bairgania block of Sitamarhi district and second in Kataunjha village, in Aurai block of Muzaffarpur district in Bihar; likely to irrigate GCA of 1,65,500 ha and 79,500 ha, respectively; spread partly or fully in six North Bihar districts viz. Sitamarhi, Sheohar, E. Champaran, Muzaffarpur, Darbhanga and Samastipur**”.

I, hereby, certify that I was part of the EIA team in the following capacity that developed the above EIA.

**EIA Coordinator:**

**Name:**

**Signature:**

**Date:**

**Period of Involvement:**

**Contact Information:**

**Functional Area Experts:**

S. No.	Functional Areas	Name of Experts	Involvement (Period and Task)	Signature
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

## **ANNEXURE - XII**

### **Declaration by the Head of the Accredited Consultant Organization / Authorized Person**

I, -----, hereby, confirm that the above-mentioned experts prepared the EIA Report for the proposed **“Construction of two barrages on River Bagmati, one in Ramnagar village, in Bairgania block of Sitamarhi district and second in Kataunjha village, in Aurai block of Muzaffarpur district in Bihar; likely to irrigate GCA of 1,65,500 ha and 79,500 ha, respectively; spread partly or fully in six North Bihar districts viz. Sitamarhi, Sheohar, E. Champaran, Muzaffarpur, Darbhanga and Samastipur”**.

I also confirm that the consultant organization shall be fully accountable for any misleading information mentioned in this statement.

**Signature: Date:**

**Name:**

**Name of the EIA Consultant Organization:**

**NABET Certificate No.:**

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact at WAPCOS:

WAPCOS Contact Person	The Project Manager, Patna
Telephone	+91-612-3534209
Email ID	<a href="mailto:wapcospatna@yahoo.com">wapcospatna@yahoo.com</a> <a href="mailto:patna@wapcos.co.in">patna@wapcos.co.in</a>

**PRICE BID**

**(On Company Letter Head by the Bidder)**

Date:.....

To,

The Project Manager,  
WAPCOS Limited, 103 & 104 First Floor, Block B, Shivmitra Apartment,  
Vivekanand Marg, North S.K. Puri, Near A. N. College,  
Patna - 800013, BIHAR  
Website: [www.wapcos.co.in](http://www.wapcos.co.in),  
E-mail: [wapcospatna@yahoo.com](mailto:wapcospatna@yahoo.com)  
[patna@wapcos.co.in](mailto:patna@wapcos.co.in)

**Subject: Selection of Agency for Conducting Environmental & Social Impact Assessment (ESIA), Environmental Management Plan (EMP), Land acquisition Plan (LAP) and Rehabilitation & Resettlement Plan (R&R) report for Preparation of DPR for Construction of two barrages on River Bagmati, one in Ramnagar village, in Bairstania block of Sitamarhi district and second in Kataunjha village, in Aurai block of Muzaffarpur district in Bihar; likely to irrigate GCA of 1,65,500 ha and 79,500 ha, respectively; spread partly or fully in six North Bihar districts viz. Sitamarhi, Sheohar, E. Champaran, Muzaffarpur, Darbhanga and Samastipur.**

Dear Sir,

We, \_\_\_\_\_, here with enclose our duly signed & stamped quotation for the above-mentioned work.

We further undertake to accept the Terms and Conditions as per the Letter of Invitation addressed to us, and Terms of Reference (TOR) / NIT / Tender Document. The signed and duly stamped copy of Terms of Reference (TOR) / NIT / Tender Document is enclosed herewith as a token of acceptance of the terms and conditions as stipulated in Terms of Reference.

Thanking you,

Yours Sincerely

Authorized Signatory  
Name, Designation & Address



**PRICE BID / QUOTATION**

**(On Company Letter Head by the Bidder)**

Date:.....

To,

The Project Manager,  
WAPCOS Limited,  
103 & 104 First Floor, Block B, Shivmitra Apartment,  
Vivekanand Marg, North S.K. Puri, Near A. N. College,  
Patna - 800013, BIHAR  
Website: [www.wapcos.co.in](http://www.wapcos.co.in),  
E-mail: [wapcospatna@yahoo.com](mailto:wapcospatna@yahoo.com)  
[patna@wapcos.co.in](mailto:patna@wapcos.co.in)

**Subject: Selection of Agency for Environmental & Social Impact Assessment (ESIA) Study, Preparation of Environmental Management Plan (EMP), Land acquisition Plan (LAP) and Rehabilitation & Resettlement (R&R) Plan and Obtaining clearance from SEIAA, GoB/MoEF&CC, GoI for Preparation of DPR for Construction of two barrages on River Bagmati"**

Dear Sir,

With reference to your letter of invitation addressed to us, we undertake to provide execution services under terms and conditions mentioned in the Terms of Reference (TOR) / NIT / Tender Document for the following work at the rate quoted, on the estimated cost or the actual cost of the project implemented whichever is lower.

S. No.	Particulars	Basic Amount in Figures (Rs.)	Basic Amount in Words (Rs.)
1	2	3	4
1	Preparation of Environmental & Social Impact Assessment (ESIA) Study, Preparation of Environmental Management Plan (EMP), Land acquisition Plan (LAP) and Rehabilitation & Resettlement (R&R) Plan and Obtaining clearance from SEIAA, GoB/MoEF&CC, GoI for Preparation of DPR for Construction of two barrages on River Bagmati; necessary for preparation & approval of DPR for Construction of two barrages on River Bagmati from various departments, one in Ramnagar village, in Bairstania block of Sitamarhi district and second in Kataunjha village, in Aurai block of Muzaffarpur district in Bihar; likely to irrigate GCA of 1,65,500 ha and 79,500 ha, respectively; spread partly or fully in six North Bihar districts		

S. No.	Particulars	Basic Amount in Figures (Rs.)	Basic Amount in Words (Rs.)
1	2	3	4
	viz. Sitamarhi, Sheohar, E. Champaran, Muzaffarpur, Darbhanga and Samastipur, for acceptance of DPR both by MoEF&CC, Government of India and Central Water Commission (CWC), New Delhi.		
	TOTAL (Rs.) without GST		
	GST as applicable		
	GRAND TOTAL (Rs.) with GST		

**Note: –**

1. Above rates should be inclusive of all expenses viz. collection of data, preparation and submission of reports, additional study, if any suggested by MoEF&CC, stakeholder consultation, public hearing, attending meetings at Water Resources Department, Government of Bihar, Central Water Commission, Ministry of Environment, Forest & Climate Change, Government of India and others etc. complete, as per requirement of the Project.
2. The Grand Total Amount quoted should be inclusive of all types of taxes and GST as applicable.

**Yours Sincerely**

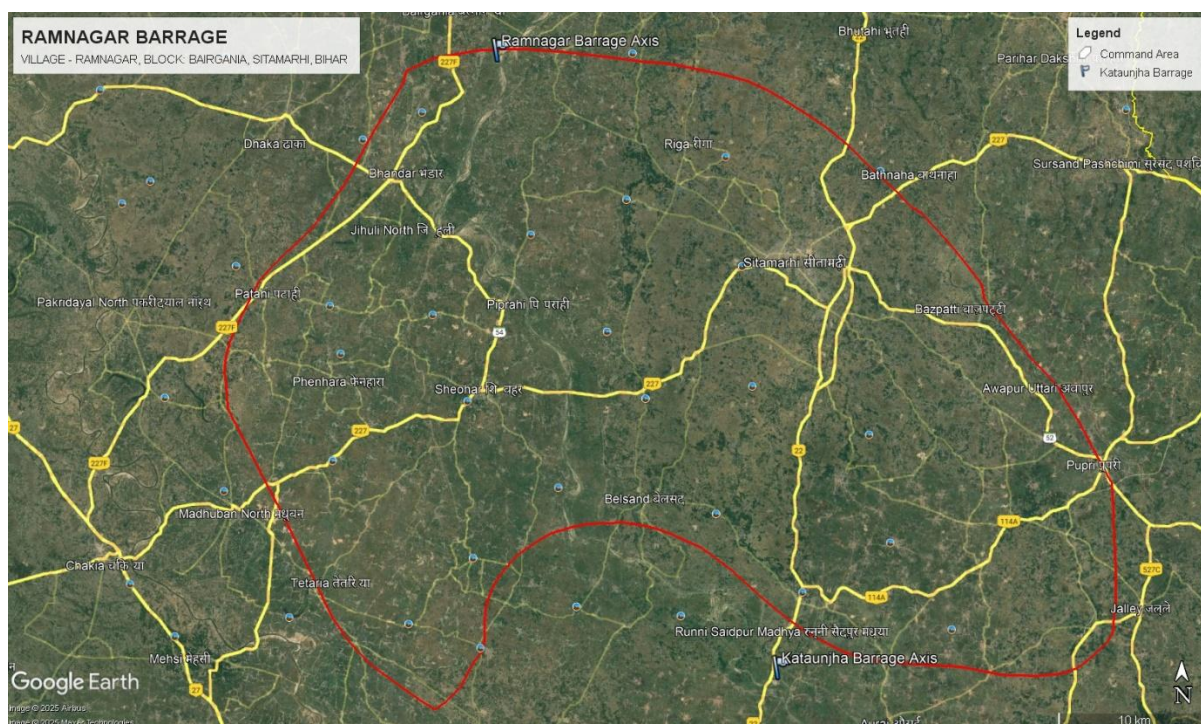
**Authorized Signatory  
Name, Designation & Address  
Seal of the Company**

**IMPORTANT NOTE:**

- (a) AS SPECIFIED IN THE NIT, FINANCIAL BID SHALL BE SUBMITTED SEPERATELY (AND NOT WITH THE TECHNICAL BID)
- (b) ANY FINANCIAL BID, RECEIVED ALONG WITH THE TECHNICAL BID, WILL CERTAINLY CAUSE REJECTION OF THE SAID BID AND ANY REQUEST FOR ITS CONSEDERATION WILL NOT BE ENTERTAINED.



## Location of 1st barrage on River Bagmati in Ramnagar village, in Bairgania block of Sitamarhi district



## Location of 2nd barrage on River Bagmati in Kataunjha village, in Aurai block of Muzaffarpur district in Bihar

