

# **MORMUGAO PORT TRUST**

## **Request for Proposal**

**Providing Consultancy Services & Procuring CRZ / Prior Environmental Clearances for the Development of Fishing Jetty, Passenger Jetty, Multipurpose General Cargo Berth and POL Terminal at Mormugao Port.**

**Tender Notice No. CE/N-12/2017**

**Tender No. CE/16/2017**

Civil Engineering Department  
Mormugao Port Trust  
Headland, Sada  
Goa-403804



*February 2017*

## Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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**Glossary**

<b>Agreement</b>	As defined in Schedule-2
<b>Agreement Value</b>	As defined in Clause 6.1.2 of Schedule-2
<b>Applicable Laws</b>	As defined in Schedule-2
<b>Applicant</b>	As defined in Clause 2.1.1
<b>Associate</b>	As defined in Clause 2.3.3
<b>Authorised Representative</b>	As defined in Clause 2.13.3
<b>Authority</b>	As defined in Clause 1.1.1
<b>Bid Security</b>	As defined in Clause 2.20.1
<b>Conditions of Eligibility</b>	As defined in Clause 2.2.1
<b>Conflict of Interest</b>	As defined in Clause 2.3.1
<b>Consultancy</b>	As defined in Clause 1.2
<b>Consultant</b>	As defined in Clause 1.2
<b>CV</b>	Curriculum Vitae
<b>Deliverables</b>	As defined in Clause 4 of Schedule-1
<b>Documents</b>	As defined in Clause 2.12
<b>Effective Date</b>	As defined in Clause 2.2 of Schedule-2
<b>Expatriate Personnel</b>	As defined in Clause 1.1.1(h) of Schedule-2
<b>Financial Proposal</b>	As defined in Clause 2.15.1
<b>Form of Agreement</b>	Form of Agreement as in Schedule-2
<b>INR, Re, Rs., `</b>	Indian Rupee(s)
<b>Inception Report</b>	As specified in Clause 4(A) of Schedule-1
<b>Key Date or KD</b>	As defined in Clause 6.2 of Schedule-1
<b>LOA</b>	Letter of Award
<b>Member</b>	As defined in Clause 2.3.3 (a)
<b>Official Website</b>	As defined in Clause 1.11.2
<b>PPP</b>	Public Private Partnership
<b>Personnel</b>	As defined in Clause 1.1.1(l) of Schedule-2
<b>Project</b>	As defined in Clause 1.1.1
<b>Prohibited Practices</b>	As defined in Clause 4.1
<b>Proposals</b>	As defined in Clause 1.2
<b>Proposal Due Date or PDD</b>	As defined in Clause 1.5
<b>RFP</b>	As defined in Disclaimer

<b>Resident Personnel</b>	As defined in Clause 1.1.1(m) of Schedule-2
<b>Selected Applicant</b>	As defined in Clause 1.6
<b>Selection Process</b>	As defined in Clause 1.6
<b>Services</b>	As defined in Clause 1.1.1(o) of Schedule-2
<b>Submission of Proposal</b>	As defined in Clause 2.14
<b>TOR</b>	As defined in Clause 1.1 of Schedule-1
<b>US\$</b>	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

# INVITATION FOR PROPOSAL



## 1. INTRODUCTION

### 1.1 Background

- 1.1.1 Mormugao Port Trust (the “**Authority**”) is engaged in the enhancement of the infrastructure of the Port, as part of this endeavour, the Authority has decided to undertake the Development of Fishing Jetty, Passenger Jetty, Multipurpose General Cargo Berth and POL Terminal at Mormugao Port. (the “**Project**”).
- 1.1.2 With a view to inviting bids for the Project, the Authority has conducted studies for determining the feasibility of the Project. Based on the outcome of the studies, the Authority has decided that the Project may be awarded to a private entity / suitable contractor to be selected through a competitive bidding process.
- 1.1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of an Environmental Consultant and Adviser in accordance with the Terms of Reference specified at Schedule-1 (the “**TOR**”) for procuring CRZ / prior Environmental Clearances as applicable for the Project. The Project details and location map are provided at Schedule - 5.

### 1.2 Request for Proposal

The Authority invites proposal from interested consultancy organizations ‘NABET/QCI’ accredited (the “**Proposals**”) for selection of a consultant and adviser (the “**Consultant**”) who shall prepare EIA & EMP and other reports as required and procuring CRZ / Prior Environmental Clearances (collectively the “**Consultancy**”) as applicable for the Project.

As per the guidelines of MoEF, the Authority intends to select a Consultancy Organization accredited by the National Accreditation Board of Education and Training / Quality Council of India (NABET/QCI) for category ‘A’ projects in Sector No. 33, by the competitive bidding in accordance with the procedure set out herein.

### 1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site.

### 1.4 Sale of RFP Document

As the selection of EIA Consultant is restricted with the NABET / QCI accredited organizations, the organizations accredited for category ‘A’ Sector No.33 (i.e. Ports, Jetties, Harbours, Marine Terminals, Breakwaters and Dredging) have been communicated to participate in the process of selection of Consultant. The RFP document has been sent through e-mail and also can be downloaded from the Official Website of the Authorities.

## 1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the “PDD”).

## 1.6 Brief description of the Selection Process

The Authority has adopted a single stage selection process (the “**Selection Process**”) in evaluating the Proposals comprising financial bids to be submitted in a sealed envelope. Evaluation will be carried out and ranked as specified in Clause 3. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

## 1.7 Currency conversion rate and payment

1.7.1 Deleted

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

## 1.8 Schedule of Selection Process

Event Description		Date
1	Date of issue of RFP	14/02/2017
2	Proposal Due Date or PDD	28/02/2017 upto 15.00 hrs.
3	Opening of Proposals	28/02/2017 upto 15.30 hrs

## 1.9 Pre-Proposal visit and inspection of data

Prospective applicants may visit the office of the Project Authority and the Project site and review the available documents and data at any time prior to PDD. For this purpose, they will provide at least two days’ notice to the nodal officer specified below:

Executive Engineer (P & C)  
Mormugao Port Trust  
2<sup>nd</sup> Floor, Administrative Office Building,  
Civil Engineering Department,  
Headland, Sada  
Goa- 403804  
Phone: 0832 259 4611, Fax: 0832 2521105  
Mobile: 97640 06075 Email: [dattakumar.ambe@mptgoa.com](mailto:dattakumar.ambe@mptgoa.com)

1.10 Deleted

## 1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

The Chief Engineer,  
Mormugao Port Trust

Headland, Sada  
Goa – 403804  
Phone: 0832 2521164 Fax: 0832 2521105  
E mail: [jaas4k@yahoo.com](mailto:jaas4k@yahoo.com) , [mgptce@gmail.com](mailto:mgptce@gmail.com)

1.11.2 The **Official Website** of the Authority is:

<http://www.mptgoa.com>

1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**Tender Notice No.: CE/N-12/2017 Tender No. CE/16/2017:  
PROVIDING CONSULTANCY SERVICES & PROCURING CRZ / PRIOR  
ENVIRONMENTAL CLEARANCES FOR THE DEVELOPMENT OF  
FISHING JETTY, PASSENGER JETTY, MULTIPURPOSE GENERAL CARGO  
BERTH AND POL TERMINAL AT MORMUGAO PORT, GOA.**

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process in response to this invitation. The term applicant (the “**Applicant**”) means the organization accredited by the NABET / QCI for the category ‘A’ projects in Sector No. 33 i.e. Ports, Harbour, Jetties, Marine Terminals, Breakwater and Dredging. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

#### 2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants should be one among the Consultancy organization accredited for Category ‘A’ projects in Sector No.33 (i.e. Ports, Harbour, Jetties, Marine Terminals, Breakwater and Dredging) by QCI / NABET (the “**Conditions of Eligibility**”). **Applicant shall have to submit certificate as regards to Accreditation for Category ‘A’ projects in Sector No.33 from ‘QCI / NABET’ along with RFP.**

2.2.2 Deleted.

2.2.3 Deleted.

2.2.4 **The Applicant should submit a Power of Attorney as per the format at Form - 3 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant.**

2.2.5 Any entity which has been barred by the MoEF, NABET / QCI, Central

Government, any State Government, a Statutory Authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate. **Applicant shall have to submit undertaking in this respect that the firm is not barred/black listed by the MoEF, NABET / QCI, Central Government, any State Government, a Statutory Authority or a public sector undertaking.**

- 2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

### **2.3 Conflict of Interest**

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant, its consortium member (the “**Member**”) or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the

Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an “Associate Office”; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the “**Associate**”); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not

being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Experts, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Expert of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.

- 2.3.5 Deleted

## **2.4 Number of Proposals**

No Applicant or its Associate shall submit more than one Application for the Consultancy.

## **2.5 Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.



## **2.6 Visit to the Authority and verification of information**

Applicants are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and Regulations or any other matter considered relevant by them.

## **2.7 Acknowledgement by Applicant**

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.8 Right to reject any or all Proposals**

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the first ranked Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **B. DOCUMENTS**

### **2.9 Contents of the RFP**

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

#### **Request for Proposal**

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

#### **Schedules**

- 1 **Terms of Reference**
- 2 **Form of Agreement**
  - Annex-1 : Terms of Reference
  - Annex-2 : Deployment of Team Composition
  - Annex-3 : Cost of Services
  - Annex-4 : Payment Schedule
  - Annex-5 : Bank Guarantee for Performance Security
- 3 **Guidance Note on Conflict of Interest**
- 4 **FORM – I and Draft Terms of Reference submitted to MoEF**
- 5 **Project Details and Location Map**

#### **Appendices**

##### **Appendix – I :**

- Form 1 : Letter of Proposal
- Form 2 : Particulars of the Applicant
- Form 3 : Power of Attorney

Form 4 : Particulars of Team members and CVs

**Appendix – II :**

**Form 1 : Financial Proposal**

In addition, the Authority's clarification to the written queries issued separately will also form part of this RFP.

**2.10 Clarifications**

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

*“Queries / Request for Additional Information concerning RFP for selection of Consultant for providing Consultancy Services & procuring CRZ / prior Environmental Clearances for the **DEVELOPMENT OF FISHING JETTY, PASSENGER JETTY, MULTIPURPOSE GENERAL CARGO BERTH AND POL TERMINAL AT MORMUGAO PORT, GOA**”.*

The Authority shall endeavour to respond to the queries during the pre-bid meeting. Replies will also be uploaded on the Port's Official Website.

2.10.2 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

**2.11 Amendment of RFP**

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.11.2 The amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

**C. PREPARATION AND SUBMISSION OF PROPOSAL**

**2.12 Language**

The Proposal with all accompanying documents (the “**Documents**”) and all

communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

## **2.13 Format and signing of Proposal**

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The applicant has to submit one set of proposal in original.

2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink and sealed using company seal. In case of printed and published Document the cover shall be initialed and sealed using company seal. All the alterations, omissions, additions, or any other amendments made to the Proposal and Request for Proposal documents shall be initialed by the person(s) signing the Proposal and sealed using company seal. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation;

A copy of the Power of Attorney notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.4 Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals.

Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

## **2.14 Submission of Proposal**

- 2.14.1 Applicants shall submit the proposal in the formats at Appendix - I & Appendix - II.**
- 2.14.2 While submitting the Proposal, the Applicant shall, in particular, ensure that:**
- (a) The Bid Security is provided;**
  - (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;**
  - (c) Power of attorney, if applicable, is executed as per Applicable Laws;**
  - (d) Notarized copy of the accreditation letter issued by NABET / QCI have been included;**
  - (e) CVs of the Professional Personnel planned to deploy for this assignment have been included;**
  - (f) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant;**
  - (g) the proposal is responsive in terms of Clause 2.21.3.**
  - (h) undertaking in this respect that the firm is not barred/black listed by the MoEF, NABET / QCI, Central Government, any State Government, a statutory authority or a public sector undertaking.**
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.**
- 2.14.4 Deleted.**
- 2.14.5 Deleted.**
- 2.14.6 Deleted.**
- 2.14.7 An Applicant may, from time to time, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise (where applicable). Credentials of such Sub-Consultants should be submitted by the Applicant while submitting the Application.**
- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.**

2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## 2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy (Form-1 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) **All the costs and taxes associated with the assignment shall be included in the Financial Proposal, excluding Service. Service Tax shall be paid extra as applicable on production of Tax Invoice.** The cost shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, local travel, equipment, printing of documents, etc. The mandatory scrutiny fee if any payable to the state Authority / MoEF will be the responsibility of the Authority. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- (ii) **Costs shall be expressed in INR.**

## **2.16 Submission of Proposal**

- 2.16.1 **The Applicants shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Applicant and sealed using company seal as per the terms of this RFP.** The Applicant shall be responsible for the accuracy and correctness of the downloaded document as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority in the web site, the latter shall prevail.
- 2.16.2 The Proposal will be sealed in an envelope which will bear the address of the Authority, Tender Notice number, Consultancy name as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:  
**“Do not open, except in presence of the Authorised Person of the Authority”**
- If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.
- 2.16.3 The aforesaid envelope shall contain:
- (i) **Application in the prescribed format (Form - 1 of Appendix-I) along with Forms 2 to 4 of Appendix-I and supporting documents;**
  - (ii) **Bid security as specified in Clause 2.20.1;**
  - (iii) **Copy of the Request for Proposal along with any Addendum / Amendment and Authority’s clarification to the written queries; and**
  - (iii) **The financial proposal in the prescribed format (Form 1 of Appendix-II).**
- 2.16.4 The Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the Proposal must be numbered and initialed by the person or persons signing the Proposal and sealed using company seal.
- 2.16.5 The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by fax or e-mail shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including discharge of all obligations of the Consultant under the Agreement.

## **2.17 Proposal Due Date**

2.17.1 Proposal should be submitted before 1500 hrs on the PDD specified at Clause 1.8 at the address provided in Clause 1.9 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## **2.18 Late Proposals**

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

## **2.19 Modification/ substitution/ withdrawal of Proposals**

2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.20 Bid Security**

2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of **Rs.50,000/- (Rupees Fifty thousand only)** in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the **'FA & CAO, Mormugao Port Trust'** payable at Vasco da Gama (the **"Bid Security"**), returnable not later than 30 (thirty) days from PDD except in case



of the first and second ranked Applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the first Deliverable assigned to it in accordance with the provisions thereof.

- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non responsive.
- 2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant submits a non-responsive Proposal;
  - (b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
  - (c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;
  - (d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
  - (e) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

## **D. EVALUATION PROCESS**

### **2.21 Evaluation of Proposals**

- 2.21.1 The Authority shall open the Proposals at 1530 hours on the PDD, at the place specified in Clause 1.9 and in the presence of the Applicants who choose to attend.
- 2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

- 2.21.3 Prior to ranking the Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (a) The Proposal is received in the form specified at Appendix-I;
  - (b) it is received by the PDD including any extension thereof pursuant to Clause 2.17;
  - (c) it is signed, sealed, bound together and marked as stipulated in Clauses 2.13 to 2.16;
  - (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
  - (e) it contains all the information (complete in all respects) as requested in the RFP;
  - (f) It is accompanied by the Bid Security.
  - (g) it does not contain any condition or qualification; and
  - (h) it is not non-responsive in terms hereof.
- 2.21.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.21.5 Deleted.
- 2.21.6 After the responsiveness check, the Authority shall rank the Proposals as specified in Clause 3.
- 2.21.7 Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- 2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## **2.22 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require

all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

## **2.23 Clarifications**

- 2.23.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF CONSULTANT**

### **2.24 Negotiations**

- 2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations may generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.24.2 Deleted.
- 2.24.3 Deleted.
- 2.25 Deleted

### **2.26 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

### **2.27 Award of Consultancy**

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next ranked Applicant may be considered.

### **2.28 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within 15 days or such date mutually agreed. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

### **2.29 Commencement of Assignment**

The Consultant shall commence the Consultancy within seven days of the date of the acceptance of the LOA, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

### **2.30 Proprietary data**

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

### **3. CRITERIA FOR EVALUATION**

#### **3.1 Evaluation of Proposals and Pre-Qualification of Applicants**

- 3.1.1 The Proposal will be evaluated on the basis of accreditation of the firm made by the NABET / QCI to perform as EIA Consultant for the category 'A' projects in Sector No. 33 i.e. (Ports, Harbour, Jetties, Marine Terminal, Breakwater and Dredging) and other details to be furnished as specified under clause 2.14.
- 3.1.2 The Applicants evaluated as aforesaid shall be pre-qualified.

#### **3.2 Evaluation of Financial Proposal**

- 3.2.1 The financial evaluation will be carried out.
- 3.2.2 For financial evaluation, the cost indicated in the Financial Proposal, excluding the service tax will be considered.
- 3.2.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

#### **3.3 Final Evaluation**

- 3.3.1 Proposals will finally be ranked according to their financial quote. The lowest quote among the offers received will be first ranked and so on.
- 3.3.2 The Selected Applicant shall be the first ranked Applicant having the lowest financial quote. The second ranked Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

## 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the

service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 5. PRE-PROPOSAL CONFERENCE

5.1 Deleted.

5.2 Deleted..



## 6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Goa shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULE – 1  
(See Clause 1.1.3)

CONSULTANCY SERVICES & PROCURING CRZ /  
PRIOR ENVIRONMENTAL CLEARANCES FOR THE  
DEVELOPMENT OF FISHING JETTY, PASSENGER  
JETTY, MULTIPURPOSE GENERAL CARGO BERTH  
AND POL TERMINAL AT MORMUGAO PORT, GOA

TERMS OF REFERENCE (TOR)

## 1. Terms of Reference (TOR)

### 1. GENERAL

- 1.1 The Authority seeks the services of NABET / QCI accredited EIA Consultant under Category 'A' in Sector No. 33 (i.e. Ports, Harbour, Jetties, Marine Terminals, Breakwater and Dredging) as a consultant for preparing EIA / EMP and other reports as required and procuring CRZ / prior Environmental Clearances (collectively the "**Consultancy**") as applicable for the Project. The Terms of Reference (the "**TOR**") for this assignment are specified below and which is an indicative and not limited to.
- 1.2 The Consultant shall be guided by the EIA Notification, 2006, CRZ Notification 2011, subsequent amendments, model Terms of Reference for Ports & Harbour and guidelines published by the MoEF.
- 1.3 The Authority has submitted an application for ToR approval with MoEF for the development proposal. The draft ToR is annexed as Schedule - 6.
- 1.4.1 In this Consultancy, the Consultant shall be responsible in respect of the as follows:
- (i) preparing the EIA / EMP report based on the approved ToR by the EAC of MoEF; and
  - (ii) procuring CRZ / prior Environmental Clearance as applicable for the Project.

### 2. OBJECTIVE

The objective of this Consultancy (the "**Objective**") is to prepare EIA / EMP report and procure prior Environmental / CRZ clearances as applicable for the Project by fulfilling the requirements of all notifications and the Terms of Reference approved by the EAC, using the data available with the Authority and by collecting necessary data.

### 3. SCOPE OF SERVICES

- 3.1 The scope of services shall include:

Site visit, collection of basic data about the project reports, reports in respect of periodical monitoring of environmental parameters by the Authority, review of published information/ data, available EIA reports prepared by the Authority for various development projects, etc.;

- (i) collection of samples and analysis required for the project other than the data available with the Authority, if required;

- (ii) preparation of EIA & project specific EMP report based on the Terms of Reference approved by the EAC;
  - (iii) preparation of requisite proforma and reports needed for the submission of application with the GCZMA for obtaining recommendation of the state authority under the CRZ, Notification 2011;
  - (iv) preparation of power point presentation, making presentation to the appraisal committee of the GCZMA, EAC of MoEF, Environmental Public Hearing and answering the queries of the appraising authority and furnishing reply / updated reports if any to the appraising authority in respect of obtaining the GCZMA's recommendation, procuring CRZ / prior Environmental Clearance for the Project;
  - (v) procuring CRZ / prior Environmental Clearance as applicable for the Project.
- 3.2 The Authority is monitoring the Ambient Air Quality (PM<sub>10</sub> & PM<sub>2.5</sub>) using a Continuous Ambient Air Quality Monitoring Station at Vasco. These results can be reviewed by the selected Consultant to prepare the draft EIA report.
- 3.3 The Authority also has a Crisis Management and Disaster Preparedness Plan for Mormugao Port, and Marine Oil Spill Response Plan & Equipments to meet the requirements as per MARPOL EIA reports for the following projects shall also be made available to the selected Consultant to prepare draft EIA report.
- (i) Deepening of Approach Channel and Inner Basin for Capesize Vessels at Mormugao Port (Draft Report);
  - (ii) Redevelopment of Berth 8, 9 and Barge Berths of Mormugao Port (Draft Report)
- 3.4 During the process of obtaining the CRZ / Environmental Clearance for the project, if MoEF / GCZMA directs to carry out any additional study / seeks additional information, the consultant should undertake such additional works complete in all respects at mutually agreed cost at a later date.

### **3.5 Rendering Advisory Services**

The Consultant shall provide such other advice and assistance as may be necessary and incidental to the Services and as may be requested by the Authority in respect of the Project, including but not limited to attending

meetings and discussions with the Authority, and shall otherwise advise on and assist the Authority in the diverse Environment related issues that may arise from time to time. The Consultant shall be responsible primarily for providing advice relating to Environment issues arising from or during the course of obtaining the environment clearance and the documents relating thereto.

### 3.7 **Scope not exhaustive**

The Scope of Services specified in this Clause 3.1 (I) are not exhaustive and the Consultant shall undertake such other tasks as may be necessary to procure CRZ / prior Environmental Clearances for the Project.

## 4. **DELIVERABLES**

In pursuance of this TOR, the Consultant shall undertake/ deliver the EIA/ EMP report and other required reports / details (the “**Deliverables**”) during the course of this Consultancy. Each deliverable shall include but not limited to an executive summary, certification as required by the MoEF, analyses, assumptions, results of computations, tables, charts, recommendations and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. EIA / EMP report shall be as per the directions of the notifications and instructions issued by the MoEF. **Three hard copies and a soft copy of all the deliverables shall be submitted to the Authority.**

### A. Inception Report

On commencement of the Consultancy the consultant shall collect the available Data and review of Reports and relevant details in connection with the Project / Consultancy, the Consultant shall submit an Inception Report. The Inception Report shall include the Consultant’s submissions towards understanding of the RFP and the Work Plan.

### B. Environment Impact Assessment / Environment Management Plan Report

On completion of data collection, sample collection & analysis, study of terms of references, conducting any relevant required study and compile the results, the Consultant shall prepare and submit a draft Environment Impact Assessment report and project specific Environment Management Plan

### C. Procuring GCZMA’s recommendation as deemed necessary from the Authority concerns including submission of necessary applications, documents, etc. for the project

- D. Assistance during the appraisal meetings by the authority concerns including furnishing clarifications, reply to the query, etc.
- E. Procuring CRZ / prior Environmental Clearance from MoEF including submission of necessary applications, documents, etc. for the projects

## 5. Deleted

## 6. TIME AND PAYMENT SCHEDULE

6.1 The total duration for procuring CRZ / prior Environmental Clearance for the project shall be 6 months. The Consultant shall deploy the Key Personnel as per the deployment of Personnel proposed. If any additional Personnel required shall be provided by the Consultant and no additional payment for the same will be paid. Intermittent services will be required until procuring the EIA / CRZ clearances for the Project.

6.2 The payment schedule linked to the specified Deliverables as given below:

Key Date No.	Description of Deliverables	Payment
KD1	Completion of Draft EIA report and project specific EMP report	40%
KD2	Procuring GCZMA's recommendation and Environmental Public Hearing	20%
KD3	Completion of the process of Appraisal by the EAC of MoEF	30%
KD4	Completion of assignment upon procurement of MoEF's approval;	10%

6.3 Deleted

6.4 10% (ten per cent) of the Agreement Value has been earmarked as Final Payment (KD4) to be made to the Consultant upon procurement of CRZ / Environment clearance from the competent authority. In the event that the Consultancy is terminated by the Authority prior to its completion, the Consultant shall be entitled to (a) full payment for the Deliverables completed by it; and (b) part payment for the incomplete deliverables in hand on pro-rata basis as assessed by the Authority and the Authority's decision in this regard shall be final.

## 7. MEETINGS

7.1 The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings

which will be held in Goa at the Authority's office. Further, the Consultant may be required to attend meetings with the Govt. agencies / Public or as directed by the Authority from time to time. The expenses towards attending such meetings **in places other than Goa**, during the period of Consultancy, including travel costs shall be reimbursed on the basis of economy class if air travel is performed except in case of short notice is issued by the Authority, and board and lodging in a 3-star hotel. Bills for reimbursement hereunder may be submitted along in original supporting materials, along with a Statement of Expenses, duly certified by the Authorised Representative.

- 7.2 The Authority may, in its discretion, require the Consultant to participate in extended meetings and/ or work from the offices of the Authority and the Consultant shall, on a best endeavour basis and without unreasonable delay, provide such services at the offices of the Authority.

## **8. CONSULTANCY TEAM**

- 8.1 The Consultant shall form a team (the "**Consultancy Team**") for undertaking this assignment. The Consultancy Team shall consist of EIA Co-coordinators and Functional Area Experts as approved by the NABET / QCI.

8.2 Deleted

- 8.3 The Consultant shall mobilise and demobilise its Professional Personnel and Support Personnel as required. If any additional Professional Personnel is required to complete the assignment other than the Consultancy Team, the Consultant shall provide such Personnel without claiming any additional cost.

## **9. REPORTING**

- 9.1 The Consultant will work closely with the Authority and its transaction advisory consultants. A designated Project Engineer of the Authority will be responsible for the overall coordination. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions and ensuring required reactions and responses to the Consultant.

- 9.2 The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the assignment and that require attention from the Authority.

9.3 Deleted.

- 9.4 Regular communication with the Project Engineer is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

9.5 The Deliverables will be submitted as per schedule provided in this RFP.

## **10. DOCUMENTS TO BE MADE AVAILABLE BY THE AUTHORITY**

The Authority shall provide to the Consultant the following available documents:

- (a) Ambient Air Quality Reports
- (b) Crisis Management and Disaster Preparedness Plan;
- (c) EIA / EMP reports of various Projects of Mormugao Port; and
- (d) Form – I and details submitted to MoEF for the Project as part of seeking approval for draft ToR;

Available data as may be required by the Consultant will be provided by the Authority on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant.

## **11. COMPLETION OF SERVICES**

11.1 All the Deliverables shall be compiled, classified and submitted by the Consultant to the Authority in hard and soft form. The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant. Unless completed earlier, the Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated.

## **12. TIME SCHEDULE**

The time schedule to be adopted for conducting the Rapid EIA study for the proposed project is given in Table-2.



**TABLE-2**

**Time Schedule for completion of Rapid EIA study**

<b>Sr. No.</b>	<b>Activity</b>	<b>Completion Period from the date of Letter of Award and advance payment</b>
1	Completion of Field Studies for First season	Within 3 months of receipt of TOR
2	Submission of Draft Rapid EIA Report	Within 3.5 months of receipt of TOR
3	Submission of Final EIA Report	Within 2 weeks from the date of receipt of comments from MPT

SCHEDULE-2  
(See Clause 2.1.3)

**AGREEMENT  
FOR  
PROVIDING CONSULTANCY SERVICES &  
PROCURING CRZ /PRIOR  
ENVIRONMENTAL CLEARANCES  
FOR  
DEVELOPMENT OF FISHING JETTY, PASSENGER  
JETTY, MULTIPURPOSE GENERAL CARGO BERTH  
AND POL TERMINAL AT MORMUGAO PORT, GOA**

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AGREEMENT No. ....

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the ..... day of the month of ..... 2017, between, on the one hand, the Chief Engineer, Mormugao Port Trust acting through the Board of Trustees (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for appointment of consultant (herein- after called the “**Consultancy**”) for providing Consultancy Services for ‘Procuring CRZ / prior Environmental clearances for the Development of Fishing Jetty, Passenger Jetty, Multipurpose General Cargo Berth and POL Terminal At Mormugao Port, Goa’ (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills and accredited by the NABET / QCI to perform as EIA Consultant for Sector No. 33, Category ‘A’ projects, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ..... (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

**1. GENERAL**

**1.1 Definitions and Interpretation**

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;

- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (g) “**Effective Date**” means the date on which the Services commenced pursuant to Clause 2.2;
- (h) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- (i) “**Government**” means the Government of India;
- (j) “**INR, Re., Rs., or `**” means Indian Rupees;
- (k) “**Party**” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (l) “**Personnel**” means persons hired by the Consultant or by any Sub-Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- (m) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (n) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (o) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (p) “**Third Party**” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

- 1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award

## **1.2 Relation between the Parties**

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

## **1.3 Rights and obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

## **1.4 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Goa shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

## **1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

## **1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

## **1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile or e-mail and

by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority;

- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Goa. it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

## **1.8 Location**

- 1.8.1 The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.
- 1.8.2 The Authority may require the EIA Co-ordinator, Functional area Expert or other key personnel to spend time as required at the offices of the Authority or as directed by the Authority from time to time and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

## **1.9 Deleted**

## **1.10 Authorized Representatives**

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authorities Representative shall be:



Executive Engineer (P & C),  
Civil Engineering Department  
Mormugao Port Trust  
Headland, Sada  
Goa 403804  
Tel: 0832-259 4611 Fax: 0832-2521105  
Email: [dattakumar.ambe@mptgoa.com](mailto:dattakumar.ambe@mptgoa.com)

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

\*\*\*\*\*

\*\*\*\*\*

Tel: \*\*\*\*\*

Mobile: \*\*\*\*\* Fax: \*\*\*\*\*

E-mail: \*\*\*\*\*

## 1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

## 2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

### 2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement.

### 2.2 Commencement of Services

The Services is deemed to have commenced with effect from xx.xx.xxxx (the "Effective Date"), as agreed by the Parties.

### 2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement / LOA to be null and void, and in the event of such a declaration, this Agreement / LOA shall stand terminated / cancelled and the Consultant shall be deemed to have accepted such termination / cancellation.

### 2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this

Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 60 (sixty) days after the delivery of the final Deliverable to the Authority; and (ii) the expiry of 6 months from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

## **2.5 Entire Agreement**

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

## **2.6 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7 Force Majeure**

### **2.7.1 Definition**

(a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably

have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

#### 2.7.2 No breach of Agreement

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

#### 2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

#### 2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 2.7.5 Payments

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

#### 2.7.6 Consultation

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

### 2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

### 2.9 Termination of Agreement

#### 2.9.1 By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

#### 2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

#### 2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

#### 2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately

upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

#### 2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to Sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

#### 2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### 3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times

support and safeguard the Authority's legitimate interests in any dealings with Sub-consultants or Third Parties.

### 3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "**TOR**") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

### 3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

## 3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

### 3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

### 3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Agreement, any business or professional

activities which would conflict with the activities assigned to them under this Agreement;

- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub- Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter-alia*, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.



3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3 Confidentiality

The Consultant, and the Personnel of either of them shall not, either during

the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **3.4 Liability of the Consultant**

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
- (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

### **3.5 Deleted**

### **3.6 Deleted**

### **3.7 Deleted**

### **3.8 Reporting obligations**

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **3.9 Documents prepared by the Consultant to be property of the Authority**

- 3.9.1 All reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created

and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “**Claims**”) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### **3.10 Materials furnished by the Authority**

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

### **3.11 Providing access to Project Office and Personnel**

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority’s official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

### **3.12 Accuracy of Documents**

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents

including any re-survey / investigations.

#### **4. CONSULTANT'S PERSONNEL**

##### **4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

##### **4.2 Deployment of Team composition**

The designations, names and other particulars of each of the Consultant's Personnel required in carrying out the Services are described in Annex-2 of this Agreement

##### **4.3 Deleted**

##### **4.4 Substitution of Personnel**

The Authority expects all the Personnel approved by the NABET / QCI as necessary for this assignment shall be made available during implementation of the Agreement. The Authority will not consider any substitution of EIA Co-ordinator and Functional area Expert except under compelling circumstances beyond the control of the Consultant unless otherwise approved by the NABET / QCI.

##### **4.5 Deleted**

##### **4.6 Environmental Expert**

The person designated as the **Environmental Expert** of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Expert shall be responsible for day to day performance of the Services.

##### **4.7 Deleted**

#### **5. OBLIGATIONS OF THE AUTHORITY**

##### **5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant and Personnel with work permits and such other documents as may be necessary to enable the Consultant, or Personnel to perform the Services; and
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

## 5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

## 5.3 Changes in Applicable Tax

Any increase in tax for service tax and other taxes except income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Authority. Similarly any decrease in tax shall be reduced.

## 5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

## 6. PAYMENT TO THE CONSULTANT

### 6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. .... (Rs. ....).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### 6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

### 6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement subject to the Consultant fulfilling the following conditions:
  - (i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage; and
  - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).
- (c) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Authority.
- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report. Any delay by the Consultant in reimbursement by the due date shall attract interest @ SBI PLR per annum.
- (f) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## **7. LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Performance Security**

7.1.1 **The Authority shall retain by way of performance security (the “Performance Security”), 10% (ten per cent) of the Bid Amount. 5% of the bid amount shall be deposited by the Consultant within 7 days of receipt of the Letter of Award. This shall be in the form of Demand Draft. The balance 5 % will be recovered by the Authority from all the amounts due and payable to the Consultant.** The Authority reserves the right to appropriate the Performance Security against any breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.1.2 The consultant may, in lieu of retention of the amount as referred to in clause 7.1.1, above, furnish a bank guarantee issued by any scheduled bank/Nationalized bank enforceable and encashable at Goa as per Annexe 7 of this RFP.

### **7.2 Liquidated Damages**

#### **7.2.1 Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum 5% (five per cent) of the Agreement Value.

#### **7.2.2 Liquidated Damages for delay**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (zero point five per cent) of the Agreement Value per week, subject to a maximum of 5% (five per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

#### **7.2.3 Encashment and appropriation of Performance Security**

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages



specified in this Clause 7.2.

### **7.3 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarment for a specified period may also be initiated as per policy of the Authority.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

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

### **8.2 Operation of the Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### **9.2 Dispute resolution**

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith,

and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### 9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon The Chairman, Mormugao Port Trust and the Managing Partner/ Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

### 9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Goa and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be a sole arbitrator whose appointment shall be made by the Authority in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings

hereunder.

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

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
Consultant:

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
Authority

(Signature)  
(Name)  
(Designation)  
(Address)  
(Fax No.)

(Signature)  
(Name)  
(Designation)  
(Address)  
(Fax No.)

In the presence of:

1.

2.

Annex-1

**Terms of Reference**

*(Refer Clause 3.1.2)*

(Reproduce Schedule-1 of RFP)

Annex-2

**Deployment of Team Composition**

*(Refer Clause 4.2)*

(Reproduce as per Form-5 of Appendix-I)

Annex-3

**Cost of Services**

*(Refer Clause 6.1)*

(Reproduce as per Form-1 of Appendix-II)

## Annex-4

**Payment Schedule***(Refer Clause 6.3)*

<b>Key Date No.</b>	<b>Description of Deliverables</b>	<b>Payment</b>
KD1	Completion of Draft EIA report and project specific EMP report	40%
KD2	Procuring GCZMA's recommendation and Environmental Public Hearing	20%
KD3	Completion of the process of Appraisal by the EAC of MoEF	30%
KD4	Completion of assignment upon procurement of MoEF's approval;	10%

**Notes:**

1. The service tax will be reimbursed on production of Tax Invoice.
2. Final payment of 10% (ten per cent) for KD 4 shall be released upon completion of Services in its entirety.
3. If on request of the Authority, any of the Service(s) is / are not carried out by the Consultant, the percentage of payment specified against such Service(s) shall not be paid.

Annex-5

**Bank Guarantee for Performance Security**

*(Refer Clause 7.1.2)*

1. In consideration of the Board of Trustees of the Mormugao Port Trust (hereinafter called "The Board") having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said Consultant(s)" for the work \_\_\_\_\_ (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security/guarantee from the Contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
2. We \_\_\_\_\_ (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the Board.
3. We \_\_\_\_\_ do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
4. We, the said Bank, further undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the Contractor(s) shall have no claim against us for making such payment.

5. We \_\_\_\_\_ further agrees that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-In-Charge, on behalf of the Board, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s), and accordingly discharges this Guarantee.
  
6. We \_\_\_\_\_ further agree with the Board that the Board (indicate the name of the bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
  
7. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s).
  
8. We \_\_\_\_\_ lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Board in writing.
  
9. This Guarantee shall be valid upto \_\_\_\_\_ unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), and unless a claim in writing is lodged with us within six months of the date of expiry or

extended date of expiry of this Guarantee all our liabilities under this  
Guarantee shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ For \_\_\_\_\_

(indicate the name of the Bank)



SCHEDULE-3  
(See Clause 2.3.3)

**Guidance Note on Conflict of Interest**

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and consultants:

- (i) Potential consultant should not be privy to information from the Authority which is not available to others.
- (ii) Potential consultant should not have defined the project when earlier working for the Authority.
- (iii) Potential consultant should not have recently worked for the Authority overseeing the project.

(b) Consultants and concessionaires/contractors:

- (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
- (ii) No consultant should be involved in owning or operating entities resulting from the project.
- (iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, there- fore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

SCHEDULE - 4

(See Clause 1.3 of Terms of Reference)

**Form I and draft Terms of Reference for EIA study submitted to MoEF**

Development of Multipurpose Cargo Terminal at Mormugao Port Trust, Goa

**FORM – I for seeking clearance for projects attracting CRZ Notification**

**FORM-I**

**(I) Basic Information**

Name of the Project:	<p><b>Modernization and Expansion of Port Infrastructure for Fishing, Coastal, &amp; Multipurpose Cargo Berth and Liquid / General Cargo:</b></p> <p><b>a)</b> Construction of Fishing Jetty.  <b>b)</b> Development of Berth for Liquid bulk (Petroleum products including LPG).  <b>c)</b> Development of Berth for Coastal and Multipurpose Cargo Berth.  <b>d)</b> Development of Passenger Jetty, Launch Jetty, and Port Craft Jetty.  <b>e)</b> Deepening of Berths 10 &amp; 11 from -13.10 to -15.0m.  <b>f)</b> Deepening of Breakwater Berth from -9.5 to -11.5m</p>
Project Sector:	Port Sector
Location of the Project	Vasco Bay, Mormugao, South Goa.
State of Project	Proposed expansion of Mormugao Port
Size of the Project	<p><b>a)</b> One fishing jetty of length 520M to accommodate 370 fishing trawlers of different types. Including sheds and other ancilliary structures and reclamation area total of 13340.00 sq. m.  <b>b)</b> One berth of length 300m to cater to vessels of upto 85000 DWT for handling POL berth including dredging.  <b>c)</b> berth of length 250M to accommodate Coastal and 350 Mtr for Multipurpose Cargo Berth.  <b>d)</b> A Passenger jetty of size 98m X 8m, Launch jetty of size 100m X 8m and Port Craft Jetty of size</p>

	<p>48m x 8 m. (All are proposed RCC structures) reclamation work of 5000m<sup>2</sup>, Capital Dredging of 10000 m<sup>3</sup>..</p> <p>e) Deepening of Berths 10 &amp; 11 from -13.10m to -15.0m with dredged volume of approx. 60,000, strengthening of berth by extending the berth towards the sea by 26m. M<sup>3</sup> and reclamation work of 15000m<sup>2</sup></p> <p>f) Deepening of Breakwater Berth from -9.5m to -11.5m with dredged volume of approx. 25,000 M<sup>3</sup>.</p>
Expected cost of the project:	<p>Total Project cost: <b>Rs.500.00 Crores.</b></p> <p>a) Rs.104.00 Crores</p> <p>b) Rs.116.38 Crores</p> <p>c) Rs.204.00 Crores</p> <p>d) Rs.20.22 Crores</p> <p>e) Rs.130.00 Crores (Cost of Strengthening included)</p> <p>f) Rs.30.00 Crores (Cost of Strengthening included)</p>
Contact Information:	<p><b>The Chief Engineer</b> Mormugao Port Trust, Headland Sada, Goa - 403804</p>
Screening Category:	<b>A</b>

## (II) Activity

### 1. Construction, operation or decommissioning of the Project involving actions, which will cause physical changes in the locality (topography, land use, changes in water bodies, etc.)

S. No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities /rates, wherever possible) with source of information data
1.1	Permanent or temporary change in land use, land cover or topography including increase in intensity of land use (with respect to local land use plan)	No	<p>The project does not involve any change in land use as all constructions are proposed on reclaimed marine area within the Port Basin under Mormugao Port Jurisdiction. The details are as under:</p> <p><b>a)</b> In fishing Jetty Land required for shore based facilities like auction hall, loading area, parking area, approach road, internal roads, net mending shed, gear shed, rest shed, ice plant cum chilled storage facilities and administrative office. For these a total area of 20,000 sq.m is proposed to be reclaimed..</p> <p><b>b)</b> A Berth of length 300m and a connecting approach road of 500m in length and 10m in width is proposed to be</p>

S. No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities /rates, wherever possible) with source of information data
			<p>constructed.</p> <p><b>c)</b>Coastal and Multipurpose Cargo Berth of length 600m. A backup earthen bund for reclamation is also proposed.The total back-up area shall be approx.. 50000 sq.m to cater to storage and handling of general and coastal cargoes.</p> <p><b>d)</b>A Passenger jetty of size 98m X 8m, Launch jetty of size 100m X 8m and Port Craft Jetty of size 48m x 8 m. (All are proposed RCC structures). Reclamation work of 5000m<sup>2</sup>, Capital Dredging of 10000 m<sup>3</sup>.</p> <p><b>e)</b>Strengthening of Berth No. 10 &amp; 11 will consists of projection of existing deck slab by 26m in water area supported on piles and reclamation work of 15000m<sup>2</sup>.</p> <p><b>f)</b>In order to facilitate the deepening of break water berth, sheet piling at the edge of the berth will be driven from a depth of (-) 9.00 m to a founding level of (-) 20 m.</p>
1.2	Clearance of existing land, vegetation and buildings?	No	No clearance of existing vegetation or buildings is involved. The land is not vegetated as it is an integral part of Port land and used as such.
1.3	Creation of new land uses?	No	
1.4	Pre-construction investigations e.g. bore holes, soil testing?	Yes	Borehole and soil testing studies have been conducted and details are available with the Port.
1.5	Construction works?	Yes	<p>The waterfront facilities and other infrastructure facilities proposed as a part of the project are listed as below:</p> <p>(a) A landing quay of length 520 m and varying widths of 8m/ 10m and 12 m aligned in North South direction, constructed as RCC deck structure Supported on Piles, construction of RCC slip way 60x62 m and backup area constructed by providing reclamation bund of approx. length 400m constructed to reclaim an area of 20000sq. m. for accommodation of shore facilities for fishing harbor.The shore facilities of the fishing harbour will include auction halls, net mending shed, gear shed, rest shed,</p>

S. No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities /rates, wherever possible) with source of information data
			<p>plot for ice plant, administrative office, canteen, toilet block, internal roads, parking lots, radio communication center etc. Dredging of 15000m<sup>3</sup>.</p> <p><b>(b)</b>The POL berth of length 300 m is proposed to be constructed at a distance of 350 m away from the existing Berth No. 10, in the Vasco Bay. The proposed berth shall be constructed as a RCC structures resting in piles. The berth shall comprise of a jetty head of 40 X 20 m size with 2 breasting dolphins of 15 X 12 m size on either side of the Jetty head, and 2 nos. 12 X 12 m size mooring dolphins on either sides. The approach of the POL berth shall be a RCC deck structure of size 60 X 20 m for supporting Pump rooms and other ancillary facilities. The berth will be connected by an earthen/Laterite boulders 10m wide approach road. The approach channel of the berth shall be dredged to -15.1m to cater to 85000 DWT ships.</p> <p><b>c)</b> Coastal cargo berth of length 250 mtr and Multipurpose Cargo Berth of length 350 m. A backup earthen bund for reclamation is also proposed. The total back-up area shall be approx.. 50000m<sup>2</sup>to cater to storage and handling of general and coastal cargoes. The backup shall be constructed by laterite earthen bund and earth reclamation.</p> <p><b>d)</b> A Passenger jetty of size 98m X 8m, Launch jetty of size 100m X 8m and Port Craft Jetty of size 48mx8m. (All are proposed RCC structures)</p> <p><b>e)</b>Strengthening of Berth No. 10 &amp; 11 will consists of projection of existing deck slab by 26m in water area supported on piles and reclamation work of 15000m<sup>2</sup> and Deepening from -13.10m to -15.0m.</p> <p><b>f)</b> In order to facilitate the deepening of Cruise Berth, sheet piling at the edge of the berth will be driven from a depth of (-) 9.00 m to a founding level of (-) 20 m. Deepening from -9.5m to -11.5m.</p>

S. No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities /rates, wherever possible) with source of information data				
1.6	Demolition works?	No					
1.7	Temporary sites used for construction works or housing of construction workers?	Yes	Temporary site office and store room with a total covered area of about 500m <sup>2</sup> .				
1.8	Above ground buildings, structures or earthworks including linear structures, cut and fill or excavations	Yes	Please refer to 1.5 above.				
1.9	Underground works including mining or tunneling?	No	-				
1.10	Reclamation works?	Yes	A total marine reclamation work of about 65000 m <sup>2</sup> is involved as detailed above at 1.5.				
1.11	Dredging?	Yes	A total dredged quantity of about 1.62 Million m <sup>3</sup> is involved as detailed above at 1.5.				
1.12	Offshore structures?	No					
1.13	Production and manufacturing processes?	No	-				
1.14	Facilities for storage of goods or materials?	Yes	<table border="1"> <thead> <tr> <th>Temporary</th> <th>Permanent</th> </tr> </thead> <tbody> <tr> <td>Storage shed for cement/steel/ equipment of about 500m<sup>2</sup>.</td> <td>Permanent sheds are not envisaged for storage but for Auction hall, net mending shed, gear shed, rest shed, ice plant.</td> </tr> </tbody> </table>	Temporary	Permanent	Storage shed for cement/steel/ equipment of about 500m <sup>2</sup> .	Permanent sheds are not envisaged for storage but for Auction hall, net mending shed, gear shed, rest shed, ice plant.
Temporary	Permanent						
Storage shed for cement/steel/ equipment of about 500m <sup>2</sup> .	Permanent sheds are not envisaged for storage but for Auction hall, net mending shed, gear shed, rest shed, ice plant.						
1.15	Facilities for treatment or disposal of solid waste or liquid effluents?	Yes	<p>Solid waste will be segregated into biodegradable and non bio degradable. Non biodegradable waste will be disposed of through the Mormugao Municipal Waste Treatment Plant. Biodegradable waste will be composted and used as manure for green belt areas developed within the Port complex.</p> <p>The sewage generated in new facility shall be collected in collection tanks and transported through night soil tankers to existing Port sewage treatment plant.</p> <p>Dredged material will be disposed off in the existing marine spoil grounds identified and demarcated by CWPRS, Pune.</p>				
1.16	Facilities for long term housing of operational workers?	No.	.				

S. No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities /rates, wherever possible) with source of information data
1.17	New road, rail or sea traffic during construction or operation?	Yes.	An approach road of 8.0m width and 50m length is proposed for connecting the project area to main city road.
1.18	New road, rail, air waterborne or other transport infrastructure including new or altered routes and stations, ports, airports etc?	No	-
1.19	Closure or diversion of existing transport routes or infrastructure leading to changes in traffic movements?	No	-
1.20	New or diverted transmission lines or pipelines?	Yes	This is applicable to activity at (b) stated above. A POL/other liquid cargo pipelines from the existing Berth No. 8 shall be reinstalled at the proposed POL berth.
1.21	Impoundment, damming, culverting, realignment or other changes to the hydrology of watercourses or aquifers?	No	-
1.22	Stream crossings?	No	-
1.23	Abstraction or transfers of water from ground or surface waters?	No	-
1.24	Changes in water bodies or the land surface affecting drainage or run-off?	No	-
1.25	Transport of personnel or materials for construction, operation or decommissioning?	Yes	Transport of materials and personnel will be through the existing road. An approach road of 8.0m width and 50m length is proposed for connecting the project area to main city road.
1.26	Long-term dismantling or decommissioning or restoration works?	No	
1.27	Ongoing activity during decommissioning which could have an impact on the environment?	No	
1.28	Influx of people to an area in either temporarily or permanently?	Yes	Temporary and minor impact of influx of about 70 workers/ technical staff is expected only during construction phase. Most of the labour force will be local and hence reside at their residences located close by and shall go back to their homes on completion of the work.
1.29	Introduction of alien species?	No	-
1.30	Loss of native species or genetic diversity?	No	-
1.31	Any other actions?	No	-



2. **Use of Natural resources for construction or operation of the Project (such as land, water, materials or energy, especially any resources which are non-renewable or in short supply):**

S. No.	Information/checklist confirmation	Yes/ No	Details thereof (with approximate quantities /rates, wherever possible) with source of information data
2.1	Land especially undeveloped or agricultural land (ha)	No	-
2.2	Water (expected source & competing users) unit: KLD	Yes	<p>During project construction and operation phases, water would be required for meeting various needs. During construction phase, about 20 m<sup>3</sup>/day of water will be required for meeting domestic water demand as given below:</p> <p>Water for workers at the project site @50lpcd for 70 persons – 3.5 m<sup>3</sup>/day.</p> <p>- Water required for construction and allied purposes is about 16.5 m<sup>3</sup>/day.</p> <p>During operation phase, about 25m<sup>3</sup>of fresh water will be required to meet the demands of fishing boats, manufacture of ice, domestic use, cleaning of fish, etc. Seawater will also be used for certain needs.</p>
2.3	Minerals (MT)	No	
2.4	Construction material – stone, aggregates, sand / soil (expected source – MT)	Yes	<p>Stone – 50,000 m<sup>3</sup> Aggregate – 90,000 m<sup>3</sup> Sand – 45,000 m<sup>3</sup></p> <p>Sand, Aggregates, Stones and Murrum will be procured from within the State through approved contractors.</p>
2.5	Forests and timber (source – MT)	No	-.
2.6	Energy including electricity and fuels (source, competing users) Unit: fuel (MT), energy (MW)	Yes	<p>The power for construction will be arranged from local sources. However, provisions shall also be made for diesel generating set of adequate capacity to be used as back up during power cut and emergency.</p>
2.7	Any other natural resources (use appropriate standard units)	No	

**3. Use, storage, transport, handling or production of substances or materials, which could be harmful to human health or the environment or raise concerns about actual or perceived risks to human health.**

<b>S. No.</b>	<b>Information/Checklist confirmation</b>	<b>Yes/ No</b>	<b>Details thereof (with approximate quantities/rates, wherever possible) with source of information data</b>
3.1	Use of substances or materials, which are hazardous (as per MSIHC rules) to human health or the environment (flora, fauna, and water supplies)	No	
3.2	Changes in occurrence of disease or affect disease vectors (e.g. insect or water borne diseases)	No	The nature of present development does not involve any such eventuality.
3.3	Affect the welfare of people e.g. by changing living conditions?	No	The proposed modern fishing jetty will make all fishing operations easy and efficient and hence give boost to the economic welfare of local fishermen. The proposed project will create the following additional infrastructure: <ul style="list-style-type: none"> <li>• Fish auction hall</li> <li>• Ice plant cum chilled storage facilities.</li> <li>• Fish drying platform</li> <li>• Net mending shed</li> </ul>
3.4	Vulnerable groups of people who could be affected by the project e.g. hospital patients, children, the elderly etc.,	No	-
3.5	Any other causes	No	-

**4. Production of solid wastes during construction or operation or decommissioning (MT/month)**

<b>S. No.</b>	<b>Information/Checklist confirmation</b>	<b>Yes/ No</b>	<b>Details thereof (with approximate quantities/rates, wherever possible) with source of information data</b>
4.1	Spoil, overburden or mine wastes Source: PFR	Yes	The construction waste generated during construction phase shall be used partly for land filling and restoration of the project site. Balance material will be disposed as per the guidance of the Mormugao Municipal Authority at designated road construction sites. The dredged spoils shall be used in the extent possible for reclamation and unsuitable method will be disposed off at the designated spoil grounds.

<b>S. No.</b>	<b>Information/Checklist confirmation</b>	<b>Yes/ No</b>	<b>Details thereof (with approximate quantities/rates, wherever possible) with source of information data</b>
4.2	Municipal waste (domestic and or commercial wastes)	Yes	The municipal waste generated during project construction phase shall be of the order of only 0.03t/day. This will be disposed through the Mormugao Municipal Council.
4.3	Hazardous wastes (as per Hazardous Waste Management Rules)	No	-
4.4	Other industrial process wastes	No	-
4.5	Surplus product	No	-
4.6	Sewage sludge or other sludge from effluent treatment	Yes	The sewage generated in new facility shall be collected in collection tanks and transported through night soil tankers to existing Port sewage treatment plant.
4.7	Construction or demolition wastes	No	-
4.8	Redundant machinery or equipment	No	-
4.9	Contaminated soils or other materials	No	-
4.10	Agricultural wastes	No	-
4.11	Other solid wastes	No	-

**5. Release of pollutants or any hazardous, toxic or noxious substances to air (kg/hr)**

<b>S. No.</b>	<b>Information/Checklist confirmation</b>	<b>Yes/ No</b>	<b>Details thereof (with approximate quantities/rates, wherever possible) with source of information data</b>
5.1	Emissions from combustion of fossil fuels from stationary or mobile sources	Yes	The operation of various equipment during construction phase will require combustion of diesel. The major pollutant, which gets emitted, as a result is SO <sub>2</sub> . The SPM emission is minimum due to low ash content in diesel. The short term increase in SO <sub>2</sub> , even assuming all the equipment are operating at a common point is expected to be quite low. Thus, no adverse impact on ambient air quality is anticipated.
5.2	Emissions from production processes	No	-
5.3	Emissions from materials handling including storage or transport	Yes	During construction phase there will be increase in vehicular movement. Construction material will be brought and stored at various sites. Due to blowing of wind especially when environment is dry, some of the stored material can get airborne. However, impact on this account

S. No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
			is not expected to be significant. During project operation phase, fish landed at the fishing jetty shall be transported to consumers in trucks. The increase in number of trucks operating at the fishing jetty will be determined in the EIA study and necessary precautions will be taken as per the instructions of GSPCB.
5.4	Emissions from construction activities including plant and equipment	Yes	Same as 5.1
5.5	Dust or odours from handling of materials including construction materials, sewage and waste	No	-
5.6	Emissions from incineration of waste	No	-
5.7	Emissions from burning of waste in open air (e.g. slash materials, construction debris)	No	-
5.8	Emissions from any other sources	No	-

#### 6. Generation of Noise and Vibration, and Emissions of Light and Heat:

S. No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data with source of information data																		
6.1	From operation of equipment e.g. engines, ventilation plant, crushers	Yes	<p>Noise will be generated during construction phase as a result of operation of construction equipment. The noise likely to be generated due to operation of various construction equipment is given as below:</p> <table border="1"> <thead> <tr> <th>Equipment</th> <th>Sound level (dBA)</th> </tr> </thead> <tbody> <tr> <td>Floating pontoon with mixer machine and crane</td> <td>70</td> </tr> <tr> <td>Winch machine</td> <td>80</td> </tr> <tr> <td>Transit mixer</td> <td>75</td> </tr> <tr> <td>Dumpers</td> <td>75</td> </tr> <tr> <td>Generators</td> <td>85</td> </tr> <tr> <td>Batching plant</td> <td>90</td> </tr> <tr> <td>Air compressors</td> <td>90</td> </tr> <tr> <td>Pile drivers</td> <td>115</td> </tr> </tbody> </table> <p>Inconvenience, if any, due to this noise will be restricted only for the construction</p>	Equipment	Sound level (dBA)	Floating pontoon with mixer machine and crane	70	Winch machine	80	Transit mixer	75	Dumpers	75	Generators	85	Batching plant	90	Air compressors	90	Pile drivers	115
Equipment	Sound level (dBA)																				
Floating pontoon with mixer machine and crane	70																				
Winch machine	80																				
Transit mixer	75																				
Dumpers	75																				
Generators	85																				
Batching plant	90																				
Air compressors	90																				
Pile drivers	115																				

S. No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data with source of information data
			period and that too during the working time. The equipment will be kept in good working condition to reduce the impact.
6.2	From industrial or similar processes	No	-
6.3	From construction or demolition	No	-
6.4	From blasting or piling	Yes	Only from piling (90 dB(A)). No blasting is envisaged.
6.5	From construction or operational traffic	Yes	During construction phase, there will be increase in vehicular movement for transportation of construction material. Noise generated during operational phase is insignificant. Fishing activity and transportation of fish is happening for the temporary Jetty in the area. Based on past experience, impacts on ambient noise levels due to operation of construction equipment, and increased vehicular movement is not expected to be significant.
6.6	From lighting or cooling systems	No	-
6.7	From any other sources	No	-

**7. Risks of contamination of land or water from releases of pollutants into the ground or into sewers, surface waters, groundwater, coastal waters or the sea:**

S. No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
7.1	From handling, storage, use or spillage of hazardous materials	No	-
7.2	From discharge of sewage or other effluents to water or the land (expected mode and place of discharge)	No	The sewage generated in new facility shall be collected in collection tanks and transported through night soil tankers to existing Port sewage treatment plant.
7.3	By deposition of pollutants emitted to air into the land or into water	No	-
7.4	From any other sources	No	-
7.5	Is there a risk of long term build up of pollutants in the environment from these sources?	No	-

**8. Risk of accidents during construction or operation of the Project, which could affect human health or the environment**

<b>S. No.</b>	<b>Information/Checklist confirmation</b>	<b>Yes/ No</b>	<b>Details thereof (with approximate quantities/rates, wherever possible) with source of information data</b>
8.1	From explosions, spillages, fires etc from storage, handling, use or production of hazardous substances	No	-
8.2	From any other causes	No	
8.3	Could the project be affected by natural disasters causing environmental damage (e.g. floods, earthquakes, landslides, cloudburst etc)?	No	The proposed project site falls in Zone-III as per IS-1893 (Part-I):2002. Hence, it is not a seismically active zone. Similarly, there is no record of occurrence of floods, landslides, cloud bursts, etc. in the project zone.

**9. Factors which should be considered (such as consequential development) which could lead to environmental effects or the potential for cumulative impacts with other existing or planned activities in the locality**

<b>S. No.</b>	<b>Information/Checklist confirmation</b>	<b>Yes/ No</b>	<b>Details thereof (with approximate quantities/rates, wherever possible) with source of information data</b>
9.1	Lead to development of supporting utilities, ancillary development or development stimulated by the project which could have impact on the environment e.g.: <ul style="list-style-type: none"> <li>• Supporting infrastructure (roads, power supply, waste or waste water treatment, etc.)</li> <li>• housing development</li> <li>• extractive industries</li> <li>• supply industries</li> <li>• other</li> </ul>	Yes	The proposed development will improve the Port infrastructure for various activities such as fishing, cargo handling operations and tourism. Fishing industry will get boost through the development of modern fishing Jetty and other facilities, which will lead to export of Marine products. Cruise facilities will positively impact the tourism industry. POL berth, Coastal abnd multipurpose Beths will Increase capacith of Port. This will benefit the Port and hence the State. About 70 persons are likely to deployed during construction phase. In particular the proposed development of modern fishing jetty will fulfill the long pending demand of local fishermen and hence community at large.
9.2	Lead to after-use of the site, which could have an impact on the environment	No	
9.3	Set a precedent for later developments	Yes	Please refer 9.1 above.

S. No.	Information/Checklist confirmation	Yes/ No	Details thereof (with approximate quantities/rates, wherever possible) with source of information data
9.4	Have cumulative effects due to proximity to other existing or planned projects with similar effects	Yes	As a part of the existing Port complex this modernization and expansion will improve the efficiency and profitability of port operations and benefit the local community as well as the State.

### (III) Environmental Sensitivity

Sr. No.	Areas	Name/ Identity	Aerial distance (within 15 km.) Proposed project location boundary
1	Areas protected under international conventions, national or local legislation for their ecological, landscape, cultural or other related value	No	
2	Areas which are important or sensitive for ecological reasons - Wetlands, watercourses or other water bodies, coastal zone, biospheres, mountains, forests	Yes	Dr. Salim Ali Bird Sanctuary is located about 13 km from MPT (Refer Figure-3). NIO has reported corals in Grand island located about 7 km from MPT. Mangrove vegetation is located as few patches in Zuari creek at about 7 km from MPT.
3	Areas used by protected, important or sensitive species of flora or fauna for breeding, nesting, foraging, resting, over wintering, migration	Yes	Only a few patches of mangrove vegetation are present in the area. However, the nearest patch of mangrove is about 7 km from the Eastern boundary of the Port in the Zuari River
4	Inland, coastal, marine or underground waters	Yes	The active Port Basin is located in the Zuari Estuary and is used continuously for Port activities for last five decades.
5	State, National boundaries	No	-
6	Routes or facilities used by the public for access to recreation or other tourist, pilgrim areas	No	-
7	Defence installations	Yes	INS Hansa- 2.2km; Goa Shipyard- 2.8km
8	Densely populated or built-up area	Yes	Mormugao population: Approx. 28000.
9	Areas occupied by sensitive man-made land uses ( <i>hospitals, schools, places of worship, community facilities</i> )	Yes	3 kings church- 13.289km; ReiusMagoos fort- 9.26km; Deepvihar School- 0.9km; MES College- 7.32km; MPT hospital- 1.40km; SMRC Hospital- 4.52km

Sr. No.	Areas	Name/ Identity	Aerial distance (within 15 km.) Proposed project location boundary
10	Areas containing important, high quality or scarce resources ( <i>ground water resources, surface resources, forestry, agriculture, fisheries, tourism, minerals</i> )	Yes	TOURIST PLACES Baina beach-2.4km; Bogmalo beach-6.1km; St. Jacinto Island- 6.7km
11	Areas already subjected to pollution or environmental damage. ( <i>those where existing legal environmental standards are exceeded</i> )	No	-
12	Areas susceptible to natural hazard which could cause the project to present environmental problems ( <i>earthquakes, subsidence, landslides, erosion, flooding or extreme or adverse climatic conditions</i> )	No	There is no record of occurrence of floods, landslides, cloud bursts, etc., in the area. The proposed project site is not located in a seismically active



**(IV) Proposed Terms of Reference for EIA studies:**

**DRAFT TERMS OF REFERENCE FOR CONDUCTING RAPID EIA STUDY FOR THE DEVELOPMENT OF TWO MULTIPURPOSE CARGO TERMINALS AT MORMUGAO PORT TRUST, GOA**

**1.GENERAL**

The Terms of reference for conducting Rapid EIA study for the Construction of the proposed Fishing jetty Mormugao Port Area is described in the following sections.

**2. ENVIRONMENTAL BASELINE STATUS**

The data for EIA study is proposed to be collected through field studies, literature review, and interaction with concerned departments.

The Study Area for the EIA study shall be the area within the 10 km radius of the periphery of the land to be acquired for the project. The data/information on Environmental Baseline Status is to be collected as follows:

**Land use**

The information on landuse pattern shall be collected from the Revenue Department, Census book and District Gazetteers and toposheets. Digital satellite data for the study area has been procured from National Remote Sensing Agency (NRSA), Hyderabad and the existing landuse pattern will be assessed. The landuse pattern will be classified as follows:

- Dense vegetation
- Open vegetation
- Barren land
- Agricultural land
- Marshy lands
- Settlement
- Water bodies

Based on the remote sensing data and GIS information, a detailed landuse map of the area will be prepared.

**Meteorology**

The meteorological data for the last 5 years of the nearest IMD station will be collected for use in preparation of wind rose diagrams and air quality modelling. In addition to wind data, information on temperature, humidity, rainfall, etc. will be collected.

**Ambient air quality**

An ambient air quality-monitoring network will be been designed and parameter such as RPM, SPM, SO<sub>2</sub> and NO<sub>x</sub> shall be monitored at 4 (Four) appropriate locations in

the study area for one season. The frequency of sampling shall be twice a week for twelve consecutive weeks.

### **Noise**

Equivalent continuous noise level (Leq) in and around the project area shall be monitored. Noise readings shall be taken every 24 hours, once at each location. The monitoring shall be conducted for one season as a part of EIA study.

### **Aquatic ecology**

The marine ecology of the site and its surroundings shall be studied through field studies and literature survey. The water bodies have been characterised for primary productivity, and density and diversity of phytoplankton, zooplanktons, benthic macro-invertebrates, fish and macrophytes. The spawning and feeding grounds of aquatic species shall be determined with respect to both time and location.

A marine ecological study shall be conducted for one season as a part of the Rapid EIA study. Marine water and sediments samples shall be collected and the quality has been assessed for physico-chemical and biological parameters.

#### **a) Physico-chemical parameters to be analysed**

##### ***Marine Water***

- Temperature
- pH
- Electrical Conductivity
- Turbidity
- Salinity
- Turbidity
- Chlorides
- Sulphates
- Calcium
- Magnesium
- Sodium
- Potassium
- TDS
- Total Kjeldahl Nitrogen
- Dissolved Oxygen
- BOD
- Nitrates
- Ammonical Nitrogen
- Phosphates
- Total Nitrogen
- Zinc
- Cadmium
- Lead
- Mercury
- Copper

- Oil & Grease

### **Sediments**

- pH
- Organic matter
- Total Volatile Solids
- Chlorides
- Phosphates
- Nitrates
- Sulphates
- Sodium
- Potassium
- Total Kjeldahl Nitrogen
- Heavy metals:
  - Zinc
  - Cadmium
  - Copper
  - Lead
  - Mercury

Detailed flora and fauna studies will be conducted to study the phytoplankton population, zooplankton biomass, population and group density, macro-benthic biomass, population and group diversity.

Marine water and sediment samples will also be analysed for the following biological parameters.

### **b) Biological parameters to be analysed**

#### **Marine Water**

- Primary productivity, mg C/m<sup>3</sup> day
- Chlorophyll a mg/m<sup>3</sup>
- Phaeophytin mg/m<sup>3</sup>
- Oxidisable particular organic carbon, mg/m<sup>3</sup>

#### **Phytoplanktons**

- Abundance
- Number and name of groups, present
- Total number and name of species of each group present
- Density (Total numbers of individual of each species/l)
- Total Biomass

#### **Zooplanktons**

- Abundance
- Number and name of groups, present
- Total number and name of species of each group present
- Density (Total numbers of individual of each species/l)

## **Sediments**

### *Benthic Organisms*

Meio-benthos and Macros-benthos

- Abundance (Nos./10 cm<sup>2</sup>)
- Number and name of each group, present
- Total number and name of species of each group present
- Density (Total numbers of individuals of each species/m<sup>2</sup>)

## **Fisheries**

The following data have been collected through secondary data sources:

- major aquatic floral and faunal species;
- pisciculture as being practised in the area;
- type of fishes, endemic/exotic, annual yield etc.;
- Marketing and processing facilities, if any.

## **Terrestrial ecology**

As a part of the study the information on the following has shall be collected through forest department and revenue offices:

- preparation of an inventory of major species of trees, herbs, shrubs and timber trees in the study area;
- list of economically important plants, if any;
- Presence of rare and endangered species, if any;
- Preparation of an inventory of major wildlife species including mammals, reptiles, birds, etc.

## **Socio-Economic Environment**

The data on demographic profile in the study area shall be collected using secondary data sources. The data to be collected is listed below :

- demographic characteristics such as population density literacy levels and occupational profile;
- infrastructure facilities in the study area;
- inventory of major industrial and commercial activities, archaeological monuments, within 10 km of the project site.

## **3. IMPACT ASSESSMENT**

With a knowledge of the baseline conditions, project characteristics, the intensity of construction activities and current critical conditions, detailed projections shall be made of the influence of the existing and planned units of the project on all the areas of social, physical and biological environment in the area. Based on the predictions, the critically affected environmental parameters will be identified for the expansion and operation of the proposed jetty project. The impacts on following

aspects of Environment are proposed to be assessed during construction and operation phase:

- Ambient Air Quality
- Prediction of Noise Levels
- Land Environment
- Impact due to disposal of effluent from domestic sources as well as from cleaning of auction hall, parking areas, etc.
- Impacts due to dredging
- Impacts due to reclamation
- Impacts on Marine ecology
- Impacts on Terrestrial Ecology
- Impacts on Socio-economic environment.

#### **4. ENVIRONMENTAL MANAGEMENT PLAN (EMP)**

Environmental Management Plan will be developed to selectively mitigate the adverse impacts due to the construction and operation of various activities planned for the proposed project. Any modification needed to make the project environmentally compatible will also be suggested.

The EMP will be based on the following considerations:

##### **Construction phase**

- Reclamation of areas disturbed during construction phase
- Treatment of Sewage generated for construction staff colony
- Solid Waste Management from construction staff colony
- Control of air pollution during construction phase
- Control of noise during construction phase
- Provision for free fuel distribution to labour population involved in construction activities
- Construction waste management Plan
- Disposal of dredged material

##### **Operation phase**

- Treatment of effluents generated during operation phase
- Control of air pollution during operation phase
- Control of noise during operation phase
- Greenbelt development

#### **5. ENVIRONMENTAL MONITORING PROGRAMME**

An Environmental Monitoring Programme to monitor critical parameters during construction and operation phases will be suggested. The costs and manpower requirement necessary for the implementation of this programme will also be estimated. The equipment and manpower requirement for implementation of this programme and the costs involved shall also be covered as a part of the EIA study.

## 6. RISK ANALYSIS AND DISASTER MANAGEMENT PLAN

### Risk Analysis

The proposed project does not envisage the handling and storage of hazardous material. However, Risk Analysis and DMP shall be prepared as part of the Environmental management Plan. The terms, 'hazard' refers to sources of potential harms, and denotes a property or a situation which in particular circumstances could lead to harm. Risk on other hand, is a function of the probability of a hazard occurring, and the magnitude of the consequences. Risk therefore, represents the likelihood of a potential hazard being realized. Risk Estimation involves identifying the probability of harm occurring from an intended action or accidental event. Risk Analysis broadly comprises of the following steps:

- Identification of Hazards and Selection of Scenarios
- Effects and Consequence Calculations
- Likelihood Estimation
- Risk Summation
- Risk Mitigation Measures

Key aspects to be covered under risk analysis are:

- Identification of hazards
- Consequence analysis
- Preventive Measures
- Risk assessment
- Fire and Explosion Hazards
- Risk Assessment for accidents at site and its impact on adjoining area,

## 7. Disaster Management Plan

Disaster Management Plan including emergency evacuation during natural and man-made disaster like floods, cyclone, tsunami and earthquakes etc. The required infrastructure shall be suggested as a part of DMP.

## 8. HTL/LTL demarcation

Project specific HTL/LTL demarcation shall be done as per the guidelines of CRZ Notification 2011, through one of the agencies authorized by MoEF&CC for this purpose.

**CRZ classification of the area :**

CRZ – II

**Expected cost of the project:**

Rs.136.6 Crores.

**Contact Information:**

Chairman

Mormugao Port Trust

Headland, Sada,

Goa 403804

Email:- [chairman@mptgoa.com](mailto:chairman@mptgoa.com)

Ph. No. 0832-2521100, Fax. No. 0832-2521105

SCHEDULE - 5

(See Clause 1.1.3 of Terms of Reference)

**PROJECT DETAILS AND LOCATION MAP**

The Mormugao Port Trust, Goa is a Major Port on the West Coast of India, located in the State of Goa at Latitude 15° 25' North and Longitude 73° 47' East. The Port of Mormugao was established in 1885 and has grown by leaps and bounds over the years. Once known as the premier iron-ore exporting Port of India, today the port is set to diversify into other commodities as well as containers. During the year 2015-16, traffic handled by the Port was 20.78 million tons. M/s. Boston Consulting Group (BCG) in their report submitted in October 2015 shown strong demand for General cargo. During the year 2015 -16 the Port witnessed a growth of 41% over the previous year. For the current year too, the growth recorded, so far is over 62% over the previous year. During he year 2016-17 upto January 2017 total traffic handled id 26.07Million tones.

Mormugao Port is an excellent natural harbour and over the years, the Port has developed a deep draft channel. It has good rail and road connectivity. The doubling of Rail Line between Vasco to Hospet is progressing rapidly. Survey has been completed by South Western Railway in the mountainous section between Kulem and Castle Rock for the alternate alignment of the second line. This is expected to be completed within 3 to 4 years period. The demand for handling facilities for bulk, general cargo and containers traffic has made capacity addition a priority. A four lane Port connectivity road project is in progress and the same will be complete by September 2018. This road is planned in such way that it bypasses the Vasco city.

The existing Berth No. 8 (Oil Berth) and Berth No. 9 (Iron Ore Berth) and Barge Berths area have been leased to Private operator for 'Redevelopment of Existing Berth Nos. 8, 9 and Barge Berths for Handling Multipurpose General Cargo on DBFOT Basis'. The existing Berth Nos. 10 & 11 has also reached optimum capacity utilization and occupancy of these berths is more than 80%. Mormugao Port has a total operational area of 250 acres which is grossly inadequate to cater to the ever increasing trade demands. MPT, therefore proposed to develop Port infrastructure and other facilities by deepening existing Berth 10 & 11. As the area occupied by existing Port Craft Jetty and Passenger Jetty will be handed over to Concessionaire of "Redevelopment of Berth No. 8,9 & Barge Berths", the facilities have to be shifted and constructed in the Vasco Bay.

Mormugao Port is having jurisdiction in Vasco Bay, but presently temporary fish landing platform occupies prominent waterfront area close to Berth No.11 making it difficult to develop for Port infrastructure. Port is having good potential to develop two berths with reclamation of 400000m<sup>2</sup> in Vasco Bay. But this option is not feasible to the presence of illegal houses of traditional fisherman on shore, use of beach by traditional fisherman for canoe operations and temporary fish landing platform. Considering all these factors series of meetings were conducted to arrive at a amicable solution between Port Authorities, Goa Fish Boat Owners Association(GFBOA), Canoe Owners Association and Government of Goa. Ultimately a common agenda has been reached wherein Port will be utilizing 50% of the Vasco Bay area and for balance 50% a modern fishing jetty along with allied facilities will be



built for requirement of mechanized fishing operation, which will be reserved for Canoe operations to take care of traditional fishermen.

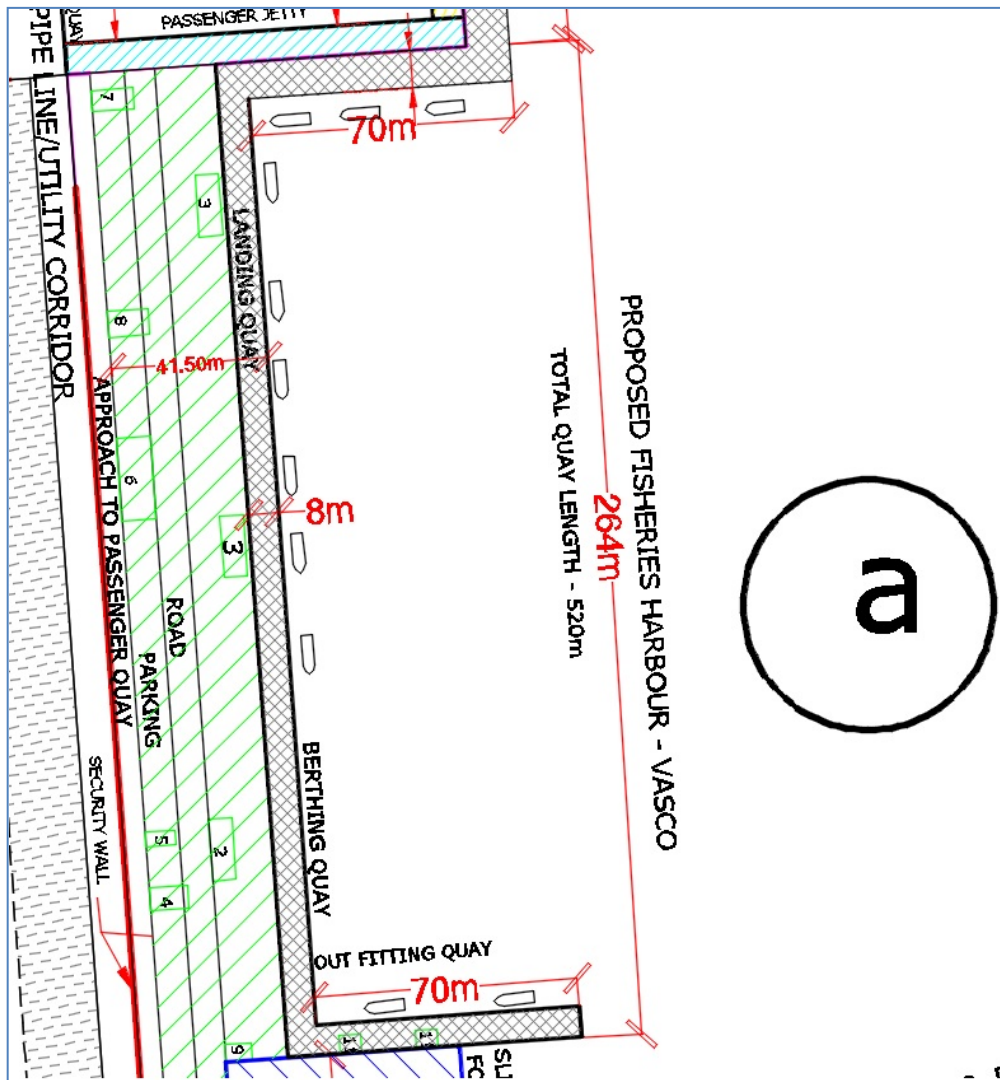
A passenger launch jetty will be built as a community service and it will be utilized for plying ferry/launch services from Vasco to Panaji for any other route/ having any other route. Government of India under "SAGARMALA" is promoting such alternative mode of transport through waterways. Thus segregating local fishing activity and community service for the people of Vasco from the mainstream. An agreement between Port Authorities, Government of Goa, GFBOA and Canoe Owners Association has already been signed. As per the agreement Port will develop modern fishing jetty with other allied facilities on receipt of grants from Ministry of Agriculture, Government of India. Above proposed developments will facilitate Port in strengthening some of the provisions of ISPS code.

Mormugao Port therefore proposes Modernization and Expansion of Port Infrastructure for Fishing, Cruise Ships and Liquid / General Cargo:

- a) Construction of Fishing Jetty.
- b) Development of Berth for Liquid bulk (Petroleum products including LPG) and other General Cargo.
- c) Development of Berth for Coastal, Multipurpose Cargo Berth and allied cargo.
- d) Development of Passenger Jetty, Launch Jetty, and Port Craft Jetty.
- e) Deepening of Berths 10 & 11 from -13.10 to -15.0m.
- f) Deepening of Breakwater Berth from -9.5 to -11.5m

**Project Description:**

**(A) Construction of a Fishing Jetty:**



Fishing activities within Vasco Bay is one of the major limitations for expansion of the Port. It is therefore, proposed to construct fishing jetty along with allied facilities. Existing facility is a temporary fish landing platform which is inadequate considering the number of trawlers operating from Vasco Bay.

The Goa Boat Owner’s Association has been demanding a full fledged jetty for landing of their catch. Besides, the fishing jetty being close to Mormugao Port Trust (MPT) berths, trawlers venture very close to the merchant ships which are a serious safety as well as security hazard. As Mormugao Port is ISPS compliant it is difficult to maintain such situation in long terms. It is therefore proposed to shift existing fish landing platform to another location.

The proposed Fishing harbour has been designed to accommodate 250 mechanised fishing vessels comprising 130 numbers of 10 m trawlers and 120 numbers of 14.8 m purse – seiner cum trawler. The waterfront facilities and other infrastructure facilities proposed as a part of the project are listed below:

(A) Construction and development of Fishing jetty with area of 4740sq.m (approx.) or length of 520m. Deck will be of RCC structure supported on Piles, to cater to requirements of 250 MFV trawlers. The total jetty area proposed for construction is 4740 sq.m (approx.). Provision is also made for slip way of size 60mx 62m, area 3720 sqm.

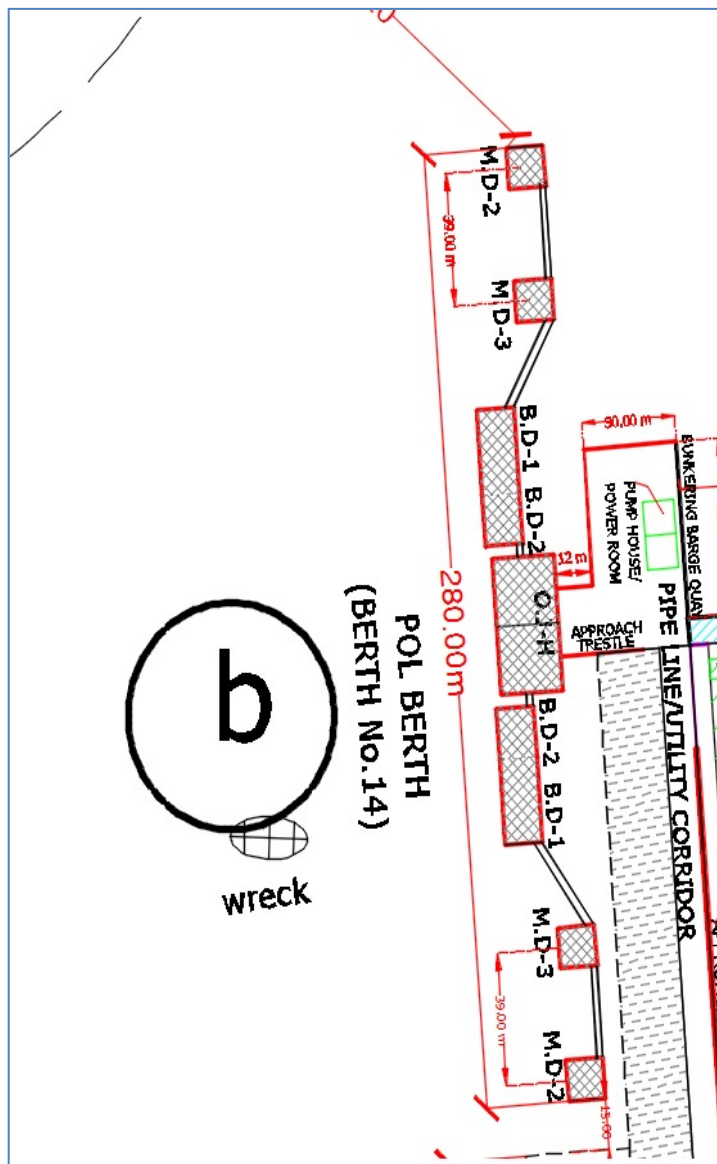
(B) Construction of back-up area by reclaiming water area of 20,000Sq.m. for setting up of facilities, such as auction hall, net mending shed, gear shed, ice plant, petrol pump, overhead water tank, rest shed, offices, toilet, canteen, security, etc.

(C) Construction and development of facilities for the traditional canoe owning fishermen by providing Fish landing platform, net mending shed, ramp, office, radio communication, toilet, etc.

(D) The encroachers in the area are proposed to be regularized in the existing adjoining areas in coordination with the Govt. of Goa.

The total estimated Project cost is Rs. 104.00 crores.

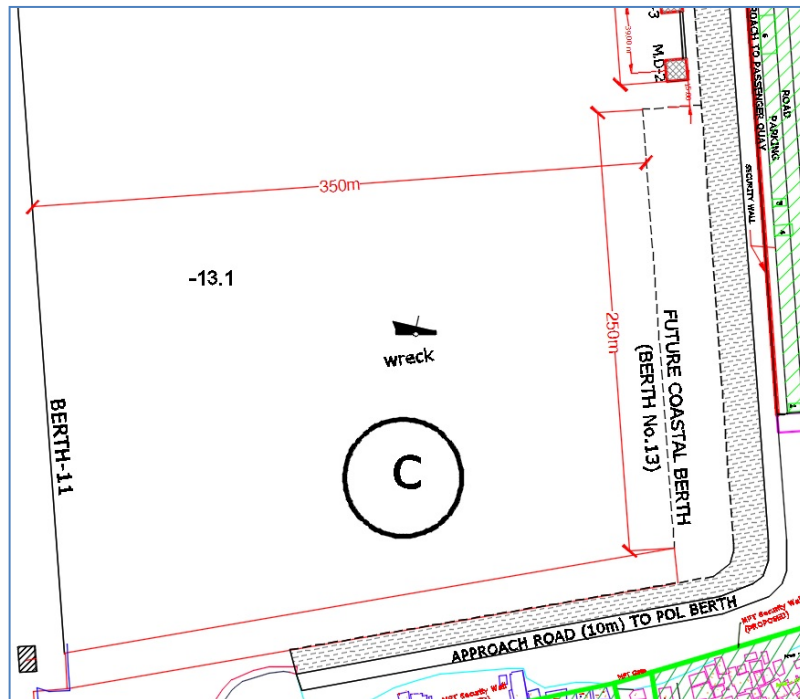
**(B) Development of Berth for Liquid bulk (Petroleum products including LPG):**



The POL berth of length 300 m is proposed to be constructed at a distance of 350 m away from the existing Berth No. 10, in the Vasco Bay. The proposed berth shall be constructed as a RCC structures resting on piles. The berth shall comprise of a jetty head of 40 X 20 m size with 2 breasting dolphins of 15 X 12 m size on either side of the Jetty head, and 2 nos. 12 X 12 m size mooring dolphins on either sides. The approach of the POL berth shall be a RCC deck structure of size 60 X 20 m for supporting Pump rooms and other ancillary facilities. The berth will be connected by an earthen/Laterite boulders 10m wide approach road. The approach channel of the berth shall be dredged to -15.0 m to cater to 85000 DWT ships. Necessary fire fighting facilities will be provided as per OISD 156 and permission will be obtained for handling of Petroleum products as per Petroleum Rules.

The estimated Project cost is Rs. 116.38 crores.

**(C) Development of Berth for Coastal and Multipurpose General Cargo Berth:**

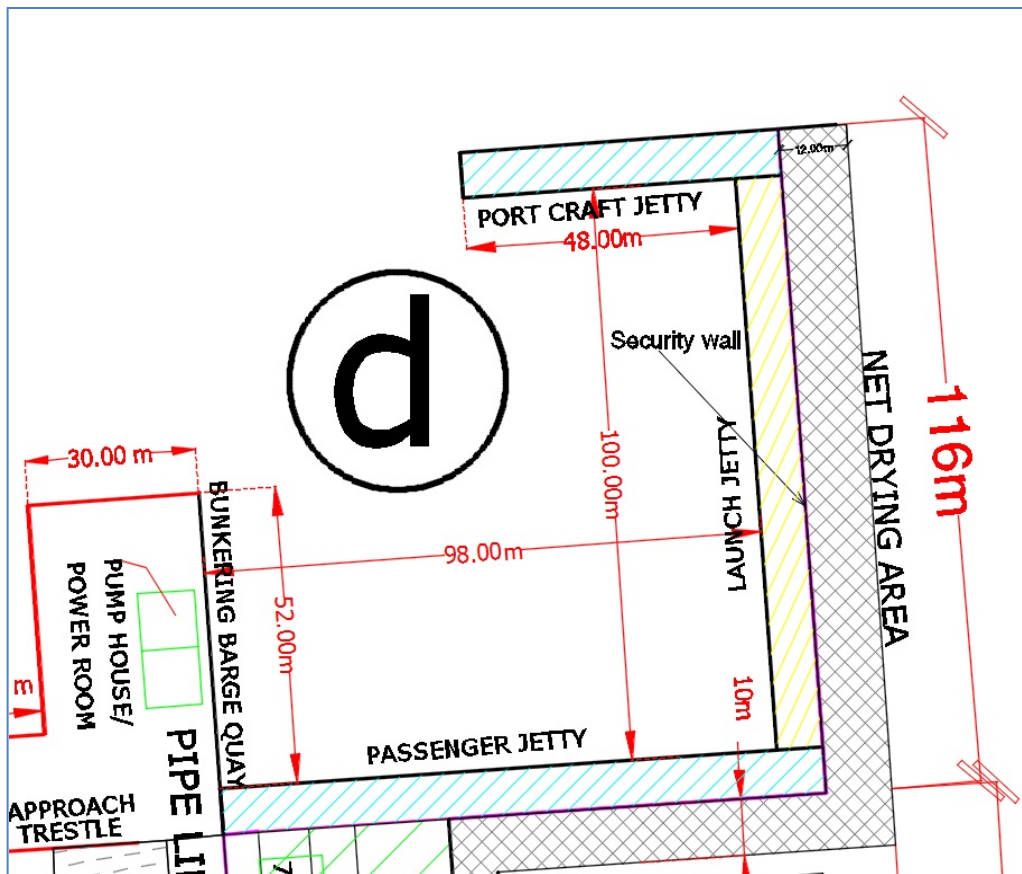


It is proposed to construct a Berth for the promotion of Coastal Cargo in line with 'Development of Berth for Liquid bulk (Petroleum products including LPG)' and Multipurpose General cargo perpendicular to the existing Berth No. 11 to cater to general cargo. Coastal Cargo Berth will be of length 250m opposite to the Berth No. 11 at a distance of 350m away and Multipurpose General Cargo Berth will be of length 350m.

The berth structure shall be a R.C.C deck structure supported on piles. The back up area shall be constructed by construction of earthen / laterite boulder bund and earth reclamation. The total back-up area shall be approx. 50000 sq.m to cater to storage and handling of general and coastal cargoes.

The total estimated cost of the project is Rs. 204.00 crores.

**(D) Construction of Passenger Jetty, Launch Jetty and Port craft jetty.**



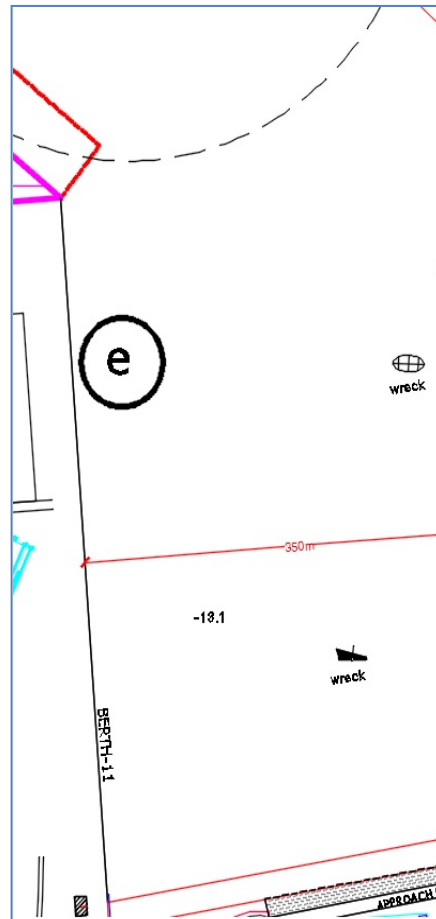
As a part of Community development and people of Vasco shall have to be given opportunity for better transportation facility a modern passenger jetty is proposed in Vasco Bay next to Fishing jetty. This facility will certainly give opportunity for a faster travel mode through waterways to Panaji through ferry/launch service. Goa being a tourist destination this ferry/launch service can be further extended to beaches in North & South Goa. Stakeholders are interested in running such ferry/launch services if Government is providing a permanent facility for berthing. Port can develop this through “Sagarmala” community development Scheme.

The Passenger jetty, launch jetty and Port craft jetty shall be constructed at the end of the Fishing harbour and adjacent to the POL berth. The jetties shall be R.C.C deck platforms structures supported on piles. The approach shall be from the road provided on the area reclaimed behind the Fishing harbour.

The total estimated cost of the Project is Rs. 20.22 crores.

### E) Deepening of Existing Berth No.10 & 11 from (-)13.1m to (-)15.0m at Mormugao Port, Goa

The existing berth No.10 & 11 is on diaphragm wall and was constructed in the



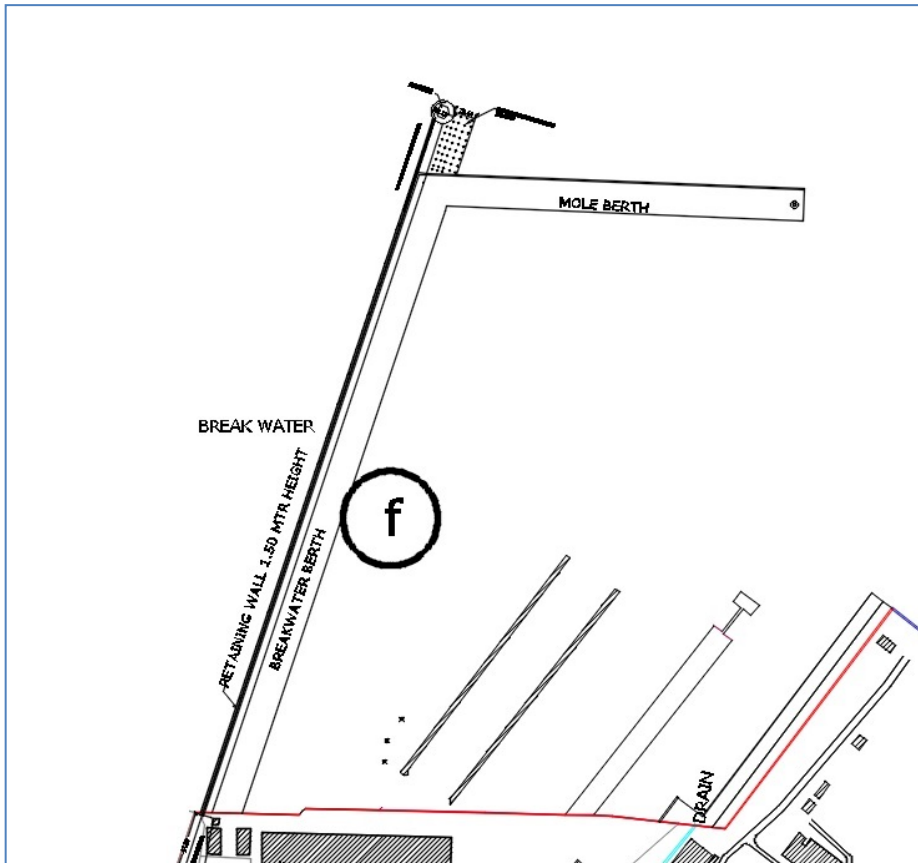
year 1985 and 1993 respectively. It has been found that diaphragm wall portion in the splash zone have been severely affected by corrosion and in the past regular structural anti corrosive treatment works have been taken up. With the increased demand of trade and stakeholders it is proposed to deepen the existing Berth 10 & 11. As per the trade practice in the Shipping Sector the higher size of the ship the lower is the cargo rates. This facility can be availed by the stakeholders for increase in volume of business and thereby increase in throughput of the Port. It also saves valuable foreign currency for the country.

It is proposed to deepen the existing Berth No.10 & 11 from (-)13.1m to (-)15.0m to handle 120000 DWT vessels. Existing Berth No. 10 & 11 needs to be strengthened and machinery of higher capacity shall have to deployed so as to reduce the turnaround time of vessel. This will facilitate increase in throughput of the Port and increase in capacity of the Berths. Strengthening of Berth No. 10 & 11 will consists of projection of existing deck slab by 26m in water area supported on piles. Deck slab will be designed to take machinery of higher cargo handling capacities.

The total estimated cost of the Project is Rs.130.00 crores.



**(F) Deepening of Breakwater Berth from (-)9.5m to (-)11.5m at Mormugao Port, Goa**



The existing facility is having a draft of 9.5m and in the recent shipping Sector the higher size Cruise vessels are calling on this Port which makes it difficult to berth at Breakwater Berth. Goa being promoted as a tourist destination all over the world Mormugao Port shall have to cater for increase in draft of the berth to accommodate ships of higher drafts. Considering the demand of the stakeholders it is proposed to deepen Breakwater berth.

The existing breakwater berth was constructed in the year May 2012 exclusively for berthing of cruise vessels of a max. draft 9.5m. It is proposed to deepen the existing Breakwater Berth from (-)9.5m to (-)11.5m. Also the level of the breakwater is found to be at (-) 9.00 m. Hence in order to facilitate the deepening, sheet piling at the edge of the berth will be driven from a depth of (-) 9.00 m to a founding level of (-) 20 m. Deck slab will be designed to take machinery for cargo handling capacities.

The total estimated cost of the Project is Rs.30.00 crores.



SCHEDULE - 6  
(See Clause 1.3 of Terms of Reference)

**NOT YET ISSUED**

# Appendices

APPENDIX-I  
(See Clause 2.1.3)

FORM – 1  
(Letter of Proposal)

FORM – 2  
(Particular of the Applicant)

FORM – 3  
(Power of Attorney)

FORM – 4  
(Particulars of Team Members and CV)

Form-1**Letter of Proposal**

(On Applicant's letter head)

(Date and Reference)

To,  
The Chief Engineer,  
Mormugao Port Trust,  
Goa

**Sub: Appointment of Consultant for providing Consultancy Services & procuring CRZ / Prior Environmental Clearance for the Development of Fishing Jetty, Passenger Jetty, Multipurpose General Cargo Berth and POL Terminal at Mormugao Port, Goa.**

Dear Sir,

1. With reference to your RFP Document dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of Consultant for providing Consultancy Services (the "Consultant") for preparing EIA report & project specific EMP and procuring CRZ / prior Environmental Clearance for the Development of Fishing Jetty, Passenger Jetty, Multipurpose General Cargo Berth and POL Terminal at Mormugao Port, Goa. The proposal is unconditional and unqualified.
2. I/We certify that our firm has accredited by the NABET / QCI for carrying out EIA study for the Category 'A' projects in Sector No.33 (i.e. Ports, Harbour, Jetties, Marine Terminals, Breakwater and Dredging) among other various sectors / category. Also, certify that the accreditation is valid upto \_\_\_\_\_ and the Sl. No. is \_\_\_\_\_ as per the QCI accreditation list published on \_\_\_\_\_.
3. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
4. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
5. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
6. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the

same on any account whatsoever.

7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by MoEF or any authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by MoEF or NABET / QCI is pending either

against us or against our Associates or against our CEO or any of our Directors / Managers / Experts / employees.

13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. \*\*\*\*\* (Rupees \*\*\*\*\* ) in the form of a Demand Draft is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 120 (One Hundred and Twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4 of Appendix I
18. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to procure CRZ / prior Environmental clearances in accordance with the provisions of the RFP and that the Environmental Expert shall be responsible for providing the agreed services himself and not through any other person or Associate.
20. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
21. The Financial Proposal is being submitted in APPENDIX-II shall constitute the Application which shall be binding on us.

22. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)  
(Name and seal of the Applicant)

## APPENDIX-I

## Form-2

**Particulars of the Applicant**

1.1	<p>Title of Consultancy:  <b>Providing Consultancy Services and Procuring CRZ / Prior Environment Clearance for the Development of Multipurpose Cargo Terminals at Mormugao Port Trust</b></p>
1.2	<p>State the following:</p> <p>Name of Firm:</p> <p>Legal status (e.g. sole proprietorship or partnership):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p>
1.3	<p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:                      Fax No.:                      E-mail:</p>
1.4	<p>(Signature, name and designation of the authorised signatory)</p> <p>For and on behalf of .....</p>



**APPENDIX-I**Form-3**Power of Attorney**

Know all men by these presents, We, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr/Ms..... son/daughter/wife and presently residing at ....., who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Providing Consultancy Services and Procuring CRZ / Prior Environment Clearance for the Development of Fishing Jetty, Passenger Jetty, Multipurpose General Cargo Berth and POL Terminal At Mormugao Port, Goa and proposed to be developed by the Chairman, Mormugao Port Trust, (the "**Authority**") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in meetings and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2017\*\*

For .....  
(Signature, name, designation and address)

Witnesses:

1

2

Notarised  
Accepted

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

**Notes:**

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

*Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX – I

FORM – 4

PARTICULARS OF CONSULTANCY TEAM (TEAM MEMBERS) AND CVs

APPENDIX-II  
(See Clause 2.1.3)

Form - 1

**Financial Proposal**

Item No.	Description	Amount (Rs.)
<b>A</b>	<b>PROFESSIONAL FEE FOR THE SERVICES</b>	
1.	Procuring CRZ / prior Environmental Clearance as applicable for the Development of Fishing Jetty, Passenger Jetty, Multipurpose General Cargo Berth and POL Terminal At Mormugao Port, Goa	
	<b>TOTAL</b>  In Indian Rupees in figures in words__	

**Notes:**

1. The aforesaid professional fees, payable to the Consultant in accordance with the Financial Proposal, shall cover the costs of telephone/fax, photocopying, couriers and postage, collections and deliveries, traveling expense, accommodation, stationery, costs of support staff and counsel fee, overheads, etc., including all taxes and duties except service tax. No additional charges in respect thereof shall be due or payable. The fees shall be limited to the amounts indicated above and no escalation on any account will be payable on the above amounts.
2. All payments shall be made in Indian Rupees and shall be subject to applicable Indian withholding taxes if any.
3. Service Tax will be paid extra as applicable by the Authority subject to submission of Tax Invoice.