

# **Bid Document for Preparation of Environmental Impact Assessment**

**PAC-Rs. 50 Lakh**

**Municipal Corporation Bhopal**

**OFFICE OF THE MUNICIPAL CORPORATION BHOPAL**

**TENDER DOCUMENT**

**NIT Number and Date : 4 5 Dated 05.05.2026**

**Agreement Number and Date : \_\_\_\_\_**

**Name of Work : Environmental Impact Assessment**

**Name of the Employer : Municipal Corporation Bhopal**

**Name of the Contractor : \_\_\_\_\_**

**Probable Amount of Contract**

**(Rs. In Figure) : Rs. 50 Lacs**

**(Rs. In Words) : Rupees Fifty Lakhs**

**Contract Amount**

**(Rs. In Figure) : -----**

**(Rs. In Words) : -----**

**Stipulated Period of Completion : 4 months including rainy season**

## Notice Inviting e-Tenders

### OFFICE OF THE MUNICIPAL CORPORATION, BHOPAL

NIT No. 45

Date: 05.05.2026

Online bids for the following works are invited from registered contractors and firms of repute fulfilling eligibility criteria

S.No.	Name of the work	Probable amount of contract	Earnest Money Deposit (EMD) (In Rs)	Cost of Bid Document (In Rs)	Time of Completion
1.0	<b>Environmental Impact and Assessment report for Sewerage Works under AMRUT 2.0</b>	50,00,000.00	37,500.00	5000.00	4 Months including Rainy Season.

1. All details relating to the Bid Document(s) can be viewed and downloaded from the website.
2. Bid document can be purchased after making online payment of portal fees through Credit/Debit/CashCard/internet banking.
3. At the time of submission of the Bid the eligible bidder shall be required to:
  - i) Pay the cost of Bid Document;
  - ii) Deposit the Earnest Money;

Details can be seen in the Bid Data Sheet

#### **ELIGIBILITY FOR BIDDERS:**

- (a) At the time of submission of the Bid, the bidder should have valid registration with the Government of Madhya Pradesh, PWD. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with Government of Madhya Pradesh, PWD. However, such bidders who are not registered with the Government of Madhya Pradesh and are registered with Central Government, other State Governments, PSUs are also eligible for submission of Bids.
  - (b) The bidder shall be required to have valid registration with MPPWD in at the time of signing of the agreement.
  - (c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit (EMD).
  - (d) Affidavit as per Annexure- B.
4. **Pre-qualification** – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
  5. The Bid Document can be Purchased Only Online from **05.05.2026 Hrs 18:00 to 05.06.2026 Hrs 17:30**. Other key dates may be seen in Bid data sheet.
  6. Amendment to NIT, if any, would be published on website only, and not in Newspaper.
  7. GST shall be payable as per Govt. rules.

**COMMISSIONER**

**Municipal Corporation, Bhopal**

### Qualification Criteria

Sl. No.	Type	Eligibility Criteria
1.	Company Profile	The Bidder shall be in operation for a period of at least five (5) years as on published date of RFP.
2.	Company Financial Profile	The Bidder shall have an average annual turnover of at least INR 1 Crore over the last three (3) Financial Years i.e., 2022-23 and 2023-24, and 2024-25, as the case may be.
3.	Company Standings	As on date of submission of the Bid, the Bidder shall not have been blacklisted by any State / Central Government Department or Central / State PSUs.
4.	Technical Experience	<ul style="list-style-type: none"> <li>• Experience of conducting ESIA/ESDD studies for infrastructure projects to international standards such as against International Finance Corporation (IFC), World Bank Safeguards, ADB Safeguard and similar other International standards - <u>minimum three completed projects.</u></li> <li>• Experience of conducting EIA/ESIA/ESDD studies in the domestic wastewater and water supply sector - <u>minimum one completed project.</u></li> <li>• The bidder shall demonstrate relevant experience of at least 5 years undertaking similar GIIP-compliant work</li> <li>• Specifically, the Consultant must demonstrate its overall and proven track record acting as environmental and social consultants including the names and descriptions of the specific project that the Consultant has worked on. An overview summary table of these experiences is required with sufficient details.</li> <li>• Strong preference will be given to bidders: (i) familiar with national E&amp;S laws and the regulatory context and requirements of India; and (ii) with experiences in planning, developing, and managing ESIA</li> </ul>
5.	Team Qualification	<ul style="list-style-type: none"> <li>• ESIA Team Composition (suggested minimum) as per Table 2</li> <li>• In submitted proposals, bidders shall describe the experiences of each team member in reasonable detail and attach their CVs and shall list and describe relevant past projects worked on by the team.</li> <li>• The selected team shall possess strong knowledge of the IFC Performance Standards, World Bank ESF requirements, and World Bank Group Environmental Health and Safety (EHS) Guidelines and have experience of organizing public consultations and managing stakeholder relations and associated sensitivities. Experience in domestic wastewater sector (STP, sewerage network, etc.) will be preferred.</li> <li>• The proposed team should include at least one and preferably two <b>locally based national consultant(s)</b> with relevant experience, who can speak/read/write local dialects and written languages to aid in preparation of local language materials, and who can travel to the project sites and meet and communicate with project counterparts and local stakeholders, with ease and at short notice.</li> </ul>

6.	Management & Implementation Plan	<ul style="list-style-type: none"> <li>• The Consultant must submit a management and implementation plan specific to the tasks requested. The management plan will include a description of the Consultant's proposed management structure for implementing the work under the Contract; how it plans to ensure the quality of its performance in each activity; and its capability to quickly mobilize required experts to guide and execute the various assignments in this proposal. The implementation plan will contain a description of proposed activities and products for each task demonstrating a solid technical grasp of the requirements. The Consultant must identify Key Personnel and must provide a summary of specific experience and time for performance with each task.</li> <li>• The consultant will provide a proposed work plan showing all tasks, schedule of activities, deliverables and dates for drafts, reviews and revisions.</li> </ul>
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**Table 2: Team Composition (Suggested Minimum)**

The Consultant is expected to assemble and describe a team as described below (to be noted that the list includes only key persons but it is expected that many other experts would be needed to support the key staff so it is suggested to indicate the range of other experts that will be required even if they not assessed as being key expert).

SI. No.	Role	Qualification and Experience
1.	Environment Management Specialist (Team Leader)	Master's in Environmental Science, Environmental Engineering, or related field with minimum 10 years of experience in wastewater/ water supply/large infrastructure projects. Experienced in assessing environmental impacts of relevant projects, and with demonstrated understanding of the IFC Performance Standards requirements. Proven experience in leading multidisciplinary teams
2.	Social Specialist	Master's in Social Sciences, Sociology, Anthropology, or related field with minimum 10 years of experience in social safeguards for large infrastructure projects in a way consistent with Applicable Law and international requirements and standards preferably IFC PS, WB ESF, ADB SPS and similar other safeguard requirements. Experience in evaluating land acquisition and involuntary resettlement in India; conducting public consultation processes, consultations with potentially affected persons, stakeholder engagement, and grievance mechanisms; addressing vulnerable groups; undertaking social impact assessments, including designing and conducting socio-economic surveys and analysis of socio-economic data; working with indigenous peoples and ethnic minorities; designing resettlement and livelihood restoration plans; and implementing such plans, including preparation of site-specific SOPs and management plans. Demonstrated understanding of the IFC Performance Standards requirements is essential. Fluency in the local language is required, and fluency in English is desirable.

3.	Biodiversity & Ecology Specialist	Master's in Ecology, Biodiversity Conservation, Wildlife Biology, Fisheries Science, or related field with minimum 10 years of experience in biodiversity assessment and monitoring for large infrastructure projects, along with demonstrated understanding and experience in the application of IFC Performance Standards requirements, in particular Performance Standard 6 and working with associated databases, assessments or approaches (e.g. IUCN Red List of Threatened Species, Critical Habitat Assessment). Experience of undertaking ESIA studies, preferably for development projects, with funding support from multilateral agencies like IFC/ World Bank and having terrestrial ecology experience.
4.	Public Consultation Specialist	Master's in Social Sciences, Sociology, Anthropology, or related field with minimum 10 years of experience in social safeguards for large infrastructure projects. Experienced in conducting public / stakeholder consultations, ability to speak/read/write local dialects, maintain documentation of consultations in standard formats, ensuring quality checks of local consultants and written languages and with demonstrated understanding of the IFC Performance Standards requirements
5	Support E&S Specialists	Support Environmental and Social (E&S) Specialists covering relevant disciplines to support the core team as needed for the project.

**Table 3: Technical Evaluation - Marking Scheme**

Sl. No.	Particulars	Marks
<b>A.</b>	<b>Technical Experience</b>	
	Conducting ESIA/ESDD studies for infrastructure projects to international standards	15
	Conducting EIA/ESIA/ESDD studies in the domestic wastewater and water supply sector	15
	General experience and capacity of the bidder for the last 5 years	10
	Management & Implementation Plan for the assignment	10
	<b>Subtotal-(A)</b>	<b>50</b>
<b>B</b>	<b>Team Qualification</b>	
	Environment Management Specialist (Team Leader)	20
	Social Specialist	10
	Biodiversity & Ecology Specialist	10
	Public Consultation Specialist	10
	<b>Subtotal-(B)</b>	<b>50</b>

## **Selection of ESIA Consultant**

**The selection shall be carried out using the Quality-and Cost-Based Selection (QCBS) method, with a weightage of 70% for the Technical Proposal and 30% for the Financial Proposal.**

**PUBLIC OPENING & EVALUATION OF FINANCIAL PROPOSAL.** After the technical evaluation (quality) is completed, BMC shall notify those agencies whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the tender.

The BMC shall simultaneously notify the agencies that have secured the minimum qualifying mark, the date, time and place set for opening the financial proposals or as mentioned in the tender, to enable the agencies to attend the opening of the financial proposals.

The financial proposals shall be opened Online only.

The proposal with the lowest cost In Section – A (Fm) shall be given financial score (Sf) of 100 points.

The financial scores of other proposals should be computed as follows:

$$Sf = 100 \times Fm/F$$

Where F= amount of financial proposal (only Section -A)

The bids will be evaluated on cumulative of the “Man-Month rate for each position, for deployment of personnel for the TA firm” for each month for the “Full-Time Positions” – Section –A rates shall only be considered for evaluation of financial Bid.

**Combined Quality and Cost Evaluation**

The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows:

$$S = St \times Tw + Sf \times Fw$$

Where S = total score

St = combined technical score

Sf = combined financial score

Tw= weight assigned to technical score i.e. 0.7

Fw= weight assigned to financial score i.e. 0.3

The successful bidder shall be the bidder having the highest score. In the event two or more bidder have same score in the final ranking, the bidder with higher/highest technical score shall be considered as successful bidder. In the case two or more bidder have same score in the final ranking and technical score , the bidder with higher/ highest turnover in preceding year shall be considered as successful bidder The firm obtaining the highest total score shall be the successful agency.

## **DISQUALIFICATION**

BMC may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the agency:

- a. Submitted the proposal after the response deadline.
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

- c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- d. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- e. Failed to provide clarifications related thereto, when sought.
- f. Submitted more than one proposal.
- g. Was declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.

#### **LIQUIDATED DAMAGES**

1 Liquidated Damages for error/variation In case any error or variation or plagiarism is detected in the data, data analysis or reports, submitted by the Transaction Advisor and such error or variation is the result of negligence or lack of due diligence on the part of the Transaction Advisor , the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Transaction Advisor by way of deemed liquidated damages, subject to a maximum of 10 %(10 per cent) of the Contract Value.

2 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 Transaction Advisor in the event of breach of this Contract or for recovery of liquidated damages specified in this Clause 41.1

# **Terms of Reference (ToR) For Environmental & Social Impact Assessment (ESIA) of BHOPAL SEWERAGE PROJECT**

## **1.1. Introduction**

- A. The Bhopal Municipal Corporation is seeking to appoint a consultant to undertake an Environmental and Social Impact Assessment (ESIA) of a Wastewater Project in Bhopal. The ESIA will be prepared based on the requirements of national/local environmental and social regulations, International Finance Corporation (IFC) 2012 Performance Standards (PS), applicable World Bank Group (WBG) Environmental Health & Safety (EHS) guidelines and Good International Industry Practices (GIIP<sup>1</sup>). The mitigation measures should meet the provisions of IFC PSs and WBG EHS Guidelines and effective implementation of the ESIA's management programs, action plans, further assessments, and monitoring program should cause the project to become compliant with the above mentioned requirements.
- B. As part of the assignment, the winning bidder ("ESIA consultant") will be responsible for exercising overall work quality control over the assignment (including the rigor and validity of the primary and secondary data collected and analyzed) and ensure timely delivery of work outputs fulfilling requirements described in this document, so as to meet Good International Industry Practice (GIIP) quality standards.
- C. After acceptance of LOI, the Consultants will be fully responsible to mobilize the resources manpower and required infrastructure to carry out the works covered within the contract of services.

## **1.2 Background**

Bhopal Municipal Corporation (BMC) is the civic body responsible for the civic infrastructure and administration of the city of Bhopal, the capital of the Indian state of Madhya Pradesh. BMC has embarked on a series of projects aimed at rehabilitating and expanding the city's water supply and wastewater management systems, including associated road restoration works.

As part of this initiative, BMC is planning to implement a Wastewater Project (the 'Project') with an aim to increase access to and reliability of essential wastewater services in Bhopal. The scope of Bhopal's sewerage network currently covers approximately 23% of the city, with 750 km of pipelines, 18 operational STPs (204.50 MLD) and 49 sewage pumping stations. Rapid urban expansion and inadequate legacy assets have generated an urgent need for systemwide expansion. Accordingly, the proposed wastewater project will rehabilitate aging assets and add major new infrastructure to move the city toward 100% coverage in wastewater services. Bhopal has hilly terrain and due to the undulating topography, the project is being developed in a decentralized manner. The upgrades considered under the Project include greenfield wastewater infrastructure (new sewage treatment plants and pumping stations), renewal of existing systems (replacement of pumps and renovation work at existing pumping stations), laying of new sewerage network, providing household service connections and SCADA-enabled automation, ensuring more efficient and equitable service delivery.

The wastewater project is structured into four specific packages as outlined in the table below. Detailed Project Reports (DPRs) have been developed for all four packages. Subsequently all

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<sup>1</sup> According to IFC PS, GIIP are "defined as the exercise of professional skill, diligence, prudence, and foresight that would reasonably be expected from skilled and experienced professionals engaged in the same type of undertaking under the same or similar circumstances globally or regionally."

packages has been tendered out, contract signed with the selected contractor and design/ construction is underway. UADD has also appointed Tata Consulting Engineer (TCE) as Project Management Consultant (PMC) for the Project.

The project scope includes:

Components	Package 1	Package 2	Package 3	Package 4	Total
	Wards 4,5,6 and 80 to 85 (9 Wards)	Wards 53 to 57, 60 to 68, 72 and 74 (16 Wards)	Wards 22, 24, 25, 27 to 33, 43, 45 to 51 (18 Wards)	Wards 36 to 41, 44, 58, 59, 69 to 71, 73 75 to 79 (18 Wards)	
Sewage Treatment Plants (STPs)	• Laukhedi (5 MLD)	• Arhedi (10 MLD) • Khajuri Kalan (20 MLD)	• Ekant Park (13 MLD) • Bawadiya Kalan (32 MLD) • Char Imli (1 MLD) • TT Nagar (6 MLD) • Banganga (10 MLD) • Kotra Kalan (14 MLD)	• Devalkhedi (60 MLD)	<b>10 STPs of 171 MLD</b>
Intermediate Sewage Pumping Stations (IPS)	<u>5 Nos.</u> • Gufa Mandir; • Bhairopur; • Deepadi; • Chan; • Barrai.	<u>6 Nos.</u> • Barkheda Pathani; • Bagmungaliya; • Khajuri Kalan; • Amrawat Khurd; • Ayodhya Nagar; • Khejda Baramad.	<u>6 Nos.</u> • Rachna Nagar; • Gulmahar; • Bisan Khedi; • Bilkheda; • Nilbar; • Goregaon.	<u>4 Nos.</u> • Naveen Nagar; • Raslakhedi; • Chetak Bridge; • LMH-1.	<b>21 IPS</b>
Sewerage Network (Pipe Diameter: 200-1100 mm)	161 Km	140 Km	393 Km	273 Km	<b>968 Km</b>
House Service Connections (HSCs), including bulk connections	20,000	18,000	43,357	40,000	<b>121,357</b>
Other Works	Manholes, replacement of pumps and renovation work at existing IPS, other civil and E& works. etc.				

#### Water Supply Project

1. Intake Well: 4 Nos (Bairagarh, Karbala, Yatch Club, Badal Mahal)
2. Water Treatment Plant: 4 Nos (Bairagarh, Manuabhan Tekri, Idgah Hills, Kolar)
3. Overhead Tanks: 36 Nos (Sakshi Dhaba, Ayodhya F-Sector, Laharpur, Chand Badi, Padhmanabh Nagar, Amrai, Bairagarh Kalan, Tila Jamalpura, Kailash Nagar, Nariyal Kheda, Indus Town, Char Imli, Shiv Mandir (ISBT New), Bhanpur Square, Sanjeev Nagar, Ashok Vihar, Bagli, Gandhi Nagar Bazar Tanki, Chuna Bhatti, Panchwati, White Quarter, Bajariya Thana, Housing Board Dusshera Maidan, Sonagiri, Eidgah Plant, Danish Hills, Arera Colony E-2, BaghDilkusha, T.T.

Nagar, Nehru Nagar, Barkheda Pathani, Awadhपुरी, Acharya Nagar, Guradi Ghat,  
Arawaliya(PGM College), Misrod, Danish Hills GSR)

4. Feeder Main & Distribution Network-606 KM
5. House Service Connections-30000
6. Bulk Connection-450 Nos
7. Overall Automation and Integration with Existing System.

The Detailed Project Reports will be shared with the selected consultant which will provide more technical details on the project. The ESMP, EHS Plan and other relevant documents of the package contractors will be made available to the selected consultant.

### **1.3 Purpose and Detailed Scope of Work**

#### **1.3.1 Purpose**

The purpose of the ESIA is to: (i) determine the environmental and social (E&S) baseline conditions at the project's primary and secondary Areas of Influence (AOI); (ii) analyze all feasible project alternatives; (iii) assess the E&S risks and impacts (direct; indirect; contextual; cumulative; and impacts on vulnerable project affected persons/groups) resulting from the construction and operation of the Project, within the project's primary and secondary AOI; (iv) identify appropriate / effective / practicable mitigation measures, and develop E&S management and monitoring programs, based on a clearly articulated avoid/minimize/mitigate/compensate-and/or-offset mitigation hierarchy; and (v) throughout the entire ESIA process, effectively and representatively identify and consult project affected persons (PAP), members of the local communities and public at large and other key stakeholders, in relation to potential project benefits and negative E&S impacts, and demonstrate that stakeholder views have been incorporated into the project E&S design.

The ESIA Consultant shall undertake the following work:

- i. Undertake E&S scoping, early review of available primary and secondary data, to focus on key issues/impacts and define the project's area of influence (AoI), including ancillary and supporting facilities that are part of the project, and the area of influence related to Associated Facilities. Given that construction activities may have already commenced, the Consultant shall, at the scoping stage, undertake a rapid E&S audit of ongoing works and review Contractors' EMPs, EHS Plans, and method statements to identify gaps, non-compliances, and misalignment with applicable regulations, IFC PS and GIIP.

The scoping study should include a detailed gap assessment between applicable laws and BMC practices in setting up such STPs, pumping stations and related infra, including process of land acquisition, eligibility, determination of market value and compensation or where leasing is proposed, the process of leasing and contracting and determination of lease value. If there is a need to develop either a Resettlement Action Plan (RAP) or a Livelihood Restoration Plan (LRP), or the application of PS 7 and need for a Free Prior Informed consent process it should be flagged and scoped at this stage. A screening for any critical habitat should be done at this stage.

Potential legacy contamination within Project's AOI, including contamination from deteriorated sewage conveyance systems, on-site sanitation infrastructure, and historical site activities (if any), will be identified along with associated risks from identified/suspected soil, groundwater, and surface water pollution.

The consultant should make every effort to be clear at the scoping stage about the application of each performance standard, the need for resettlement, FPIC and the existence of critical habitats. As far as possible, the scoping report should be able to provide numbers/locations/assessment timelines etc as needed for the ESIA. Based on the rapid E&S audit, the Consultant shall prepare an Interim ESMP / Corrective Action Plan (CAP) focusing on high-risk ongoing activities (e.g., excavation works, traffic management, utility interface, drainage/flooding, community health and safety, occupational health and safety and other applicable issues), with time-bound actions and defined responsibilities for immediate implementation.

- ii. clearly define the project's primary and secondary AOI's, considering associated facilities if any;
- iii. conduct E&S baseline studies, including primary baseline monitoring and surveys, stakeholder engagements and modeling of baseline conditions;
- iv. based on the above, prepare an ESIA report consistent with requirements of applicable local E&S regulations, IFC 2012 PS, and WBG EHS Guidelines and applicable GIIP. The ESIA will also involve formulation of an environment and social management plan (ESMP), suggesting economically feasible control technologies and procedures to minimize any impact on environment and social parameters, mechanism for ongoing monitoring and processes for ongoing consultation and involvement of the community throughout the various stages of

project life. The ESMP will include action plans, management and monitoring programs, organizational structure and an estimated implementation budget.

The ESMP shall be developed in a phased manner, integrating findings from the Interim ESMP/CAP and progressively incorporating management plans aligned with construction progress. The final ESMP shall consolidate all interim measures, align Contractor level EMPs/ EHS Plans with project level requirements, and include provisions for corrective measures, where required, for works already completed or underway.

- v. based on a clear rationale/justification, identify the need for any supplemental studies and develop scope of work (e.g. Critical Habitat Assessment, FPIC approach etc.);
- vi. prepare a summary ESIA report to be used with the full report in public consultations; and
- vii. design, carry out, and document the public/stakeholder consultations and engagement throughout the ESIA process at key milestone stages (e.g. at scoping; at pre-finalization of draft ESIA; etc.). This will include developing and conducting a robust, representative, iterative, and effective program of stakeholder identification, analysis, consultation, and engagement, including local disclosure activities and establishing grievance mechanisms which can be effectively accessed by project affected stakeholders. The above should also lead to preparation of: (i) the project's grievance redress mechanism (GRM); and (ii) a project Stakeholder Engagement Plan (SEP), annexed to the ESIA main report. Vulnerable groups/persons should be included in the stakeholder identification and analysis. Where construction is ongoing, stakeholder engagement shall also capture real-time concerns related to access restrictions, utility disruptions, safety risks, and other construction-related impacts, and feed these into the Interim ESMP/CAP and final ESMP

### **1.3.2 Applicable Reference Framework**

- Applicable national and state environmental, labour, occupational health and safety, legislation in India;
- IFC's Performance Standards (PS), 2012
- World Bank Group/IFC Environmental, Health, and Safety Guidelines:
  - General EHS Guidelines, 2007.
  - EHS Guidelines for Water and Sanitation, 2007.
- All ILO conventions signed
- Good International Industry Practices(GIIP)
- IFC / EBRD Guidance Note on Worker Accommodation: Processes and Standards, 2009
- UN Voluntary Principles on Security and Human Rights;
- IFC Good Practice Handbook: Addressing Gender-Based Violence and Harassment: Emerging Good Practice for the Private Sector, 2020
- Environmental and Social Management System (ESMS) Implementation Handbook – General, 2015
- IFC Good Practice Note: Managing Contractors' Environmental and Social Performance, 2017;
- IFC Good Practice Handbook Cumulative Impact Assessment & Management: Guidance for the Private Sector in Emerging Markets, 2013
- IFC Good Practice Handbook: Land Acquisition and Involuntary Resettlement, 2023;
- Stakeholder Engagement: A Good Practice Handbook for Companies doing Business in Emerging Markets IFC's Stakeholder Engagement Handbook, 2007;
- IFC Good Practice Note on Addressing Grievances from Project Affected Communities, 2009;
- IFC Good Practice Handbook: Use of Security Forces: Assessing and Managing Risks and Impacts, 2017
- Others as applicable

### **1.3.3 Key Outputs**

The key outputs of this assignment will be the E&S Scoping Report and the ESIA main report. The E&S scoping report will present a gap assessment against the IFC Performance Standard framework. It will identify and scope key E&S risks, impacts and any legacy issues and identify avoidance/mitigation measures at a broad level. The scoping study is expected to confirm the Terms of Reference (ToR) for the ESIA and identify the need for any additional studies outlining the scope of supplementary specialized studies, where applicable. The E&S Scoping will also involve a rapid E&S audit of ongoing works and review of Contractors' EMPs/EHS Plans to identify gaps and non-compliances and prepare an Interim ESMP/CAP focusing on high-risk activities with time-bound actions and clear responsibilities for immediate implementation.

The scoping assessment will help in the establishment of the following for the project:

- The environmental baseline that needs to be generated including detailed monitoring and data collection plan and a quality assurance plan;
- Mapping of key areas and stakeholders and preliminary stakeholder consultation;
- Interaction with technical teams of BMC, PMC and Contractors to understand the design, assess any risks and evaluate the analysis of alternatives;
- The nature and extent of impacts pertaining to land and ROU lease/purchase (if applicable) and the need to develop a Site Access and Resettlement and Livelihood Restoration Framework (along with a high level scope of these plans). It is expected that the Scoping report should be able to provide potential number of impacted families to be verified during the ESIA as well as possible costs for additional studies/plans within rational limitations;
- Understanding of the E&S permits/ licenses/ clearances applicable to the project and their current status;
- Extent of impact on biodiversity and natural resources in and around the project sites
- Extent of impacts on cultural heritage of the area (if any);
- Detailed Terms of Reference (ToR) for the ESIA; and
- Interim ESMP/Corrective Action Plan (CAP) focusing on high-risk ongoing activities and including time-bound actions, clearly defined responsibilities (Contractor/PMC/PMU), and monitoring requirements for immediate implementation. The PMU will ensure prompt integration of these measures into Contractors' EMPs/EHS Plans to strengthen real-time E&S performance.

The ESIA Report will be developed in accordance with the structure provided under Section 1.3.4. Annexes, such as the project's SEP, GRM, Construction E&S Management Plan (CESMP), Biodiversity Management Plan (BMP), Site Access, Resettlement and Livelihood Framework, etc.; maps displaying primary/secondary AOI's; meeting minutes/transcripts, pictures taken during site visits and/or public consultation meetings as well as any relevant information (e.g. survey questionnaire, etc.) should be attached to the ESIA report. The draft ESIA will incorporate the comments of and be approved by BMC and their financiers, before being finalized. The main text of the ESIA report should include information supported by references listed in appendices. For the purpose of stakeholder consultation/engagement, once the draft ESIA is completed, the ESIA consultant will prepare a brief summary version of the draft ESIA in local language(s) highlighting key findings and mitigations, as a tool to communicate key findings to affected communities and local stakeholders. The Final ESIA report will be issued in English.

### **1.3.4 ESIA Table of Content**

The ESIA report is expected to include the following sections (but not necessarily in the order shown). However, the ESIA Consultant can propose to add or delete content based on relevance, as determined during project scoping, document review and field work results.

**A. Executive Summary**

Concisely discusses significant findings and recommended actions in layman/ non-technical language.

**B. Introduction**

Introduces the profile of the project proponent, the project background and the project setting, land description, implementing organization, project consultants etc.

**C. Policy, legal, and administrative framework**

Discusses the policy, legal, and administrative framework within which the assessment is carried out, including host country regulations, obligations implementing relevant international environmental and social treaties, agreements, and conventions, IFC Performance Standards (PS), as well as any additional priorities and objectives for environmental or social performance identified by the project sponsor. Include the E&S requirements of any financiers.

**D. Project description**

Concisely describes the proposed project and its geographic, ecological, social, and temporal context, including any related facilities that may be required (e.g., access roads, electricity connection, substation and transmission lines, housing, raw material storage facilities and laydown areas, etc.). Encompasses facilities and activities by third parties that are essential for the successful operation of the project. Includes maps showing the project site and the project's area of influence. This section will include (but not be limited to): (a) site areas (b) review and process documentation of the land procurement process (c) source of water and requirement (d) source of power and requirement (e) proximity to sensitive surface or ground water bodies, wetlands, topographic features, drainage patterns (f) proximity to local communities (g) connectivity to the urban center, utilities and transportation networks, community facilities (h) emissions, waste water and solid waste generation from the Project and embedded controls (i) environmental liability of the sites (if any) including risks to human health and environment due to the suspected / identified pollution in soil, groundwater and surface water.

**E. Analysis of Alternatives**

Compares reasonable alternatives to the proposed project site, technology, design, and operation in terms of their potential environmental impacts; the feasibility of mitigating these impacts; their capital and recurrent costs; their suitability under local conditions; and their institutional, training, and monitoring requirements. States the basis for selecting the particular project design proposed and specifies approaches to pollution prevention and abatement. Proposes micro-level adjustments to the project design as needed (e.g. shifting the positioning of certain facilities to avoid impacts).

**F. Baseline Study**

Assesses the dimensions of the study area and describes relevant physical, biological, socioeconomic, and labor conditions, including any changes anticipated before the project commences. Also takes into account current and proposed development activities within the project area that are not directly associated with the project (cumulative context). Reviews the existing sewage management scenario in the concerned municipal areas, examines key issues associated with the current system, and identifies impacts or constraints arising from ongoing and past sewage management activities.

Data should be relevant to decisions about project location, design, operation, or mitigation measures. The section indicates the accuracy, reliability, and sources of the

data. This section should include description of the overall methodology (e.g. sampling methods and rationale) for undertaking the ESIA including data collection and analysis.

#### **a) Environmental baseline**

Baseline conditions of the following (and other) aspects should be established:

- Describe the natural environment including meteorology, geology, topography, seismicity, slope and terrain, landscape and visual character, soil type and characteristics, hydrogeology, rivers, streams, drainage, landuse pattern, natural hazards (including information on flooding and seismic risks) and other natural features;
- Background data on micrometeorology, air quality, noise, vibration, soil quality, ground water quality, surface water quality (specifically, receiving water bodies that are planned to receive Project discharges), through primary monitoring studies and supplemented with secondary data collected from veritable sources ;
- Broader pollution and other issues arising from other developments and operations in the vicinity of the project sites, which may for example lead to cumulative impacts;
- Any other important issues identified by the ESIA Consultants on site.

#### **b) Biodiversity baseline**

Baseline conditions of the following (and other) aspects should be established:

- Establish a baseline of key local fauna, flora, habitats, ecosystems, ecosystem services, animal movement corridors, migratory pathways, etc.;
- Provide a list of potential priority biodiversity values associated with the project and its AoI according to the principles of vulnerability and irreplaceability per IFC PS 6 Guidance Note 6. Map the extent and condition of Natural and Modified Habitats, as defined in IFC PS6. Consultation with local experts will also be undertaken to assess potential for the presence of sensitive species identified from IBAT screening to occur on-site.
- Through survey and consultation with local working groups, the ESIA Consultant will assess potential impacts to sensitive/protected areas identified from IBAT and other sources, e.g. Important Bird Area (IBA), etc. This will cover (as appropriate) – the Upper and Lower Lake systems and Bhoj wetlands (Ramsar Site), Van Vihar National Park, Kerwa and Kaliasot forests and dam catchments, and other locations as determined by the ESIA Consultant.
- Describes key local natural resources and confirm if the project is located at or near a critical habitat (CH) and if there are protected/endangered species at or near the project site according to the definitions of IFC PS 6. Undertake a *critical habitat screening assessment* to include (but not limited to) the following: (a) describe and provide justification for a study area to be considered for Critical Habitat Assessment (CHA); this should include but not be limited by the project area and the area of influence (include relevant maps); (b) conduct a review of available literature and consultation with relevant stakeholders to scope biodiversity values within the study area identified, that have potential to qualify as CH; (c) provide a full listing of all candidate biodiversity values with potential to qualify as CH (d) describe and provide justification for an ecologically appropriate area of analysis (EAAA) to be considered for confirmation of CH; (e) screen biodiversity values identified against CH criteria and thresholds to assess CH status for the area of analysis identified (EAAA); (f) provide a final listing of

biodiversity values, in table format, that qualify as CH (g) provide recommendations for the project to avoid priority biodiversity values, include provision and scope for further investigations, to confirm priority biodiversity values (if necessary) and develop mitigation measures to ensure alignment with IFC PS 6 requirements, as needed.

- Based on the findings from the critical habitat screening assessment, the ESIA Consultant will outline the scope for implementing a Critical Habitat Assessment (CHA), if necessary.
- Any other important issues identified by the ESIA Consultants on site.

### **c) Socio-economic baseline**

Baseline conditions of the following (and other) aspects should be established:

- Site land history (multiple sites), including documentation of legacy use of land in the project, process of land acquisition/transfer/lease, possible unmitigated risks or non-compliance to PS 5 before land was transferred to BMC, and current status;
- Identification of directly and indirectly affected communities, including vulnerable persons / groups, and ethnic groups / communities, within the project's primary and secondary AOI's; this will include identification of any persons and assets / structures physically and / or economically displaced by the project.
- Analyze the following (and other) socio-economic attributes of the above identified project affected communities: (i) population; (ii) demographic characteristics; (iii) physical locations; (iv) income level and sources; (v) health conditions; (vi) educational attainment levels; (vii) access to health and education services and facilities; (viii) norms and practices of ethnic minority groups (as applicable); (ix) use and access of local natural resources; (x) types and quantities of various assets held by PAP such as land, livestock, etc.; (xi) key livelihood activities; (xii) others.
- Description of the political and institutional environment (local government and administration, government policies, local NGOs and community based organizations (CBOs), social organization and leadership, social network structures), as part of stakeholder identification and analysis.
- Conditions, access, and availability of local Infrastructure (e.g. roads and communication systems, transport, waste disposal and treatment facilities, etc.).
- Social and other community services and facilities (including education, health, police and security, religious facilities, etc.)
- Establish how many persons and assets/structures will be physically and/or economically displaced by the project; Where physical/economic displacement is expected, establish whether and how many displaced persons and households are from each of the following categories: (i) those who have formal legal rights to land; (ii) those who do not have formal legal rights to land but have a claim to such land or assets recognized under national laws; (iii) those with no recognizable legal right or claim to the land they are occupying; (iii) appear to be opportunistic encroachers
- Describe and analyze the different types of land tenure and ownership systems of the project and associated facility sites. Assess if any of the above lands or natural resources are considered (either by law or in actual practice) to be of traditional/customary ownership and/or tenure and/or use;
- Describe the characteristics of ethnic groups within the project's AOI's (if any) and make a determination: (i) whether they are considered Indigenous Peoples according to the IFC PS7 definition; and (ii) whether their land acquired by the project is of customary/traditional ownership or tenure or use;
- Identify and document any cultural heritage (including critical cultural heritage) according to IFC Performance Standard 8 (PS8).

- Any other important issues identified by the ESIA Consultants on site.

#### **G. Environmental and social impacts and mitigations for both construction and operation phases**

Predicts and assesses the project's likely positive and negative impacts, in quantitative terms to the extent possible. Reviews the project design against applicable WBG EHS Guidelines and IFC PS requirements. Identifies mitigation measures and any residual negative impacts that cannot be mitigated. Explores opportunities for enhancement. Identifies and estimates the extent and quality of available data, key data gaps, and uncertainties associated with predictions, and specifies topics that do not require further attention. Evaluates impacts and risks from associated facilities and other third party activities.

The assessment may include, as relevant, impacts on

- *physical environment* (including impacts on local topography and terrain; drainage pattern and watershed; landslides and erosion; odour nuisance; air quality and noise; soil, groundwater and surface water quality, including of the water bodies receiving project discharges; traffic and transport);
- *resource and infrastructure requirements and sustainability* (including impacts associated with water, and power demand; material sourcing; wastewater and solid waste generation; use of hazardous materials; greenhouse gas emissions; noise and vibrations; common property resource and utility disruptions, and impacts due to the associated infrastructure requirements);
- *potential legacy contamination* within the Project's AOI, including contamination from deteriorated sewage conveyance systems, on-site sanitation infrastructure, and historical site activities (if any), along with assessment of associated risks to human health and the environment from identified or suspected soil, groundwater, and surface water pollution
- *biodiversity and ecosystem services* (including impacts on critical, natural, and modified habitat; terrestrial and aquatic flora and fauna; invasive species; animal corridors and migratory pathways; migratory and wetland bird habitat; and ecosystem services);
- *social impacts* (including impacts due to land acquisition/land transfer or lease and/or restrictions on access to natural resources and/or other impacts on livelihood and impacts on indigenous people (if any)).

The social impacts are expected to be limited and temporary, primarily arising from the laying of sewerage pipelines as well as some of the facilities co located within existing STP premises. At this stage, it is understood that construction of the proposed STPs and sewage pumping stations will be undertaken on government land (including land under BMC's possession and land requisitioned from the Revenue Department), with no reported informal use and no requirement for private land acquisition. This understanding will need to be verified and confirmed by the ESIA Consultant. The existing city road network will be utilized for laying the sewerage pipelines, generally along the centerline of the road. However, in certain stretches, the alignment may shift to either side to connect with drainage systems and existing networks. Accordingly, impacts to roadside informal users (permanent/temporary/mobile vendors) at select locations may occur.

The ESIA Consultant will therefore need to survey the proposed lands for the project facilities (STPs and pumping stations), confirm any use of that land for any residential or livelihood purpose, survey a sample of the road network from main roads to narrower municipal roads in more congested areas to assess the different land use, the nature of encroachments categorized under those for residential,

commercial or mixed use purposes, and the potential of impacts of the pipeline being laid within the ROW. This should inform whether specific locations could experience temporary or permanent economic displacement, and/or possibly physical displacement, necessitating a Resettlement Action Plan (RAP) and/or a Livelihood Restoration Plan (LRP). The consultants should visit all such locations, consult with potential impacted people and other stakeholder, determine the impact, and establish the scope and need for an RAP and/or LRP, if required and accordingly develop a Site Access, Resettlement and Livelihood Framework as part of this assignment.; the framework lays the foundation for developing detailed RAP and LRP at later stages (as applicable) aligned with IFC PS requirements and will defines protocols for site access, outlining how the project sponsor and contractors interact with local communities during pre-construction, construction and operational phases.);

- *community health, safety, and security* (including potential for impacts associated with safety aspects linked to the construction and operation of the project, especially during catastrophic accidents or incidents; presence of security services; community exposure to adverse health effects due to the presence of project construction workers including GBV (gender based violence), as well as any psychological impact experienced by local communities as the result of the project implementation);
- *labor and working conditions* (including the local hiring; working conditions; child and forced labor; workers organization; grievance redress; non-discrimination and equal opportunity; consideration of diversity and inclusion; occupational health and safety; worker accommodation; migration of workforce and influx management including assessment of health risk to host communities; workforce demobilization; and social impacts on local community due to contractor labor practices, etc.)
- *quantitative risk assessment* to evaluate the potential environmental, health, and safety risks associated with the storage, handling, transport, and use of hazardous and toxic chemicals used in wastewater treatment processes; recommend design, operational, and monitoring measures to prevent, minimize, or manage identified risks in line with GIIP and relevant IFC Performance Standards.
- *natural hazards and emergencies* (adequacy of project design taking into account natural hazards – flood and earthquake risks; risk of exacerbation of project impacts due to natural hazards and emergency and disaster assessment and response planning; life and fire safety and building management systems as well as response mechanisms to deal with technical/manmade emergencies);
- *gender considerations* (social impacts are often experienced differently by men and women, hence, gender considerations should be considered to analyze differential impacts, if any, on men and women);
- *climate change* (including assessment of impacts from climate change on Project and facilities as well as impact of project facilities on micro-climate);
- *cumulative impact* (assessment of cumulative impacts considering other existing and planned developments in the project influence area);
- *contextual risks* (include a desk based contextual risk assessment to identify issues that might otherwise not be covered in sufficient detail in the ESIA or might not be covered at all in the ESIA);
- *impacts on IP communities* through impacts on their cultural values/assets/ lands and livelihoods and application of PS 7 and FPIC.
- *cultural properties* (assessment of impacts on cultural heritage and cultural property);
- *stakeholder engagement* (stakeholder understanding and perception of and concerns about the project and potential impacts);

- *others* (identification of positive impacts and value addition opportunities; and any other important issues identified by the ESIA consultants on site as part of the scoping exercise).

A summary table to list all major E&S impacts (listed separately in a cross-matrix as per direct impact, indirect impact, occurrence in primary AOI, and occurrence in secondary AOI), inherent risk rankings (disaster, major, moderate, low, positive, etc.) with likelihood, proposed mitigation methods, and residual risk rankings. The Residual Risk Ranking can be rated Low or Moderate if sufficient mitigation methods are proposed. Impacts listed in the summary table should be supported by maps as far as possible to indicate impact locations.

For each impact, appropriate management and technical solutions should be proposed to mitigate the related impact and ensure the project to comply with host country regulations and applicable IFC Performance Standards during construction, operation, and decommission.

#### **H. Management/Monitoring Program and Action Plans**

The outcome of the ESIA will be used to develop an Environmental and Social Management Plan (ESMP) for the construction and operations stages. The ESMP will include (but not limited to):

- Environmental and Social Monitoring Program and Key Performance Indicators (KPI)
- Contractor Management Plan
- Occupation Health and Safety Plan
- ESHS Training Management Plan
- Traffic Management Plan
- Pollution Prevention and Control,
- Community Health and Safety Management Plan,
- Stakeholder Engagement Plan
- Grievance Handling and Redressal
- Quantitative Risk Assessment and Emergency Preparedness and Response Plan (EPRP)
- Security Risk Assessment and Management Plan, if found applicable
- Site Access and Restoration Plan (where there may be impacts on HH)
- Land Acquisition, Involuntary Resettlement, and Livelihoods Restoration Framework, to guide BMC and the contractors in case there are impacts on roadside users.
- Biodiversity Management Plan, if found applicable
- Indigenous Peoples Development Program, if found applicable
- An FPIC Plan as well as a road map, if found applicable
- Cultural Heritage Protection and Management Program, if found applicable
- Labor Management and Working and Living Condition Plan,
- Local Recruitment and Training Plan
- Influx Management Plan
- Waste Minimization and Resource Efficiency and Conservation Management Plan,
- Water Conservation / Minimization Plan
- Wastewater Management Plan,

- Restoration and Vegetation Plan
- Environmental and Social Management System (ESMS)

The ESMP will consist of a set of mitigation and management measures to be taken during implementation of the project to avoid, reduce, mitigate, or compensate / offset for adverse environmental and social impacts, in the order of priority, and their timelines. It will include as appropriate policies, procedures, practices, and management plans and actions. The ESMP will describe the desired outcomes as measurable events to the extent possible, such as performance indicators, targets or acceptance criteria that can be tracked over defined time periods, and indicates the resources, including budget, and responsibilities required for implementation. The ESMP will include a detailed E&S impact and mitigation monitoring program. The final ESMP shall consolidate all measures from the Interim ESMP/CAP and incorporate updates made during the study period.

Where the project sponsor identifies measures and actions necessary for the project to comply with applicable laws and regulations and to meet IFC PS, the management program will include an Action Plan, which is subject to disclosure to the affected communities and ongoing reporting and updating. It is to be prepared in a stand-alone format (a table if possible) and may continue to be updated by the Project Sponsor as needed during the life of the project cycle. It should include, but not be limited to - issue, current status, proposed action, budget, implementation schedule, and responsible party.

In addition, as part of the ESMP, the ESIA Consultant will also identify the proposed Environmental and Social Management System (ESMS) structure that will be followed for the project including delineation of the E&S organization for construction and operation stages. The Consultant will develop an outline management structure (in form of a framework ESMS) which will ensure the implementation of all the required mitigation and/or monitoring activities is achievable. This will include recommended training activities, and any additional management tools and resources required.

Based on a clear rationale/justification of need, the ESIA Consultant should propose supplemental studies e.g. critical habitat assessment, etc.

#### **I. Appendixes (as applicable)**

- List of ESIA report preparers – individuals and organizations.
- References – written materials, both published and unpublished, used in study preparation.
- Record of stakeholder consultations, including consultations for obtaining the informed views of the affected communities and other stakeholders. The record specifies any means other than consultations (e.g., surveys) that were used to obtain the views of affected groups.
- Tables presenting the relevant data referred to or summarized in the main text.
- Associated reports, and plans (e.g., Site Access, Resettlement, and Livelihood Framework, Biodiversity Management Plan, Quantitative Risk Assessment, etc.).
- Action Plans which (i) describes the actions necessary to implement the various sets of mitigation measures or corrective actions to be undertaken, (ii) prioritizes these actions, (iii) includes the timeline for their implementation, and (iv) describes the schedule for communicating with affected communities when on-going disclosure or consultation is expected.

#### **1.4 Consultant Qualification and Team Composition**

The ESIA Consultant team shall include professional practitioners possessing demonstrable skills, relevant technical qualifications (e.g. including environmental expert, biodiversity expert;

social impact assessment and stakeholder consultation specialist; etc.), and relevant experience of at least 10 years undertaking similar GIIP-compliant work. The selected team shall have good knowledge of IFC Performance Standards requirements and World Bank Group EHS guidelines and have solid experience of organizing public consultations and managing stakeholder relations and sensitivities.

Strong preference will be given to bidders: (i) familiar with national E&S laws and the regulatory context and requirements of India; and (ii) with experiences in planning, developing, and managing ESIA processes for large scale and similar projects. In submitted proposals, bidders shall describe the experiences of each team member in reasonable detail and attach their CVs and shall list and describe relevant past projects worked on by the team.

The proposed team should include at least one and preferably two locally based national consultant(s) with relevant experience, who can speak/read/write local dialects and written languages to aid in preparation of local language materials, and who can travel to the project sites and meet and communicate with project counterparts and local stakeholders, with ease and at short notice.

The expected team composition is provided below:

**Team Composition (Suggested Minimum)**

<b>Sl. No.</b>	<b>Role</b>	<b>Qualification and Experience</b>
1.	Environment Management Specialist (Team Leader)	Master’s in Environmental Science, Environmental Engineering, or related field with minimum 10 years of experience in wastewater/water supply/large infrastructure projects. Experienced in assessing environmental impacts of relevant projects, and with demonstrated understanding of the IFC Performance Standards requirements. Proven experience in leading multidisciplinary teams
2.	Social Specialist	Master’s in Social Sciences, Sociology, Anthropology, or related field with minimum 10 years of experience in social safeguards for large infrastructure projects in a way consistent with Applicable Law and international requirements and standards preferably IFC PS, WB ESF, ADB SPS and similar other safeguard requirements. Experience in evaluating land acquisition and involuntary resettlement in India; conducting public consultation processes, consultations with potentially affected persons, stakeholder engagement, and grievance mechanisms; addressing vulnerable groups; undertaking social impact assessments, including designing and conducting socio-economic surveys and analysis of socio-economic data; working with indigenous peoples and ethnic minorities; designing resettlement and livelihood restoration plans; and implementing such plans, including preparation of site-specific SOPs and management plans. Demonstrated understanding of the IFC Performance Standards requirements is essential. Fluency in the local language is required, and fluency in English is desirable.

3.	Biodiversity & Ecology Specialist	Master's in Ecology, Biodiversity Conservation, Wildlife Biology, Fisheries Science, or related field with minimum 10 years of experience in biodiversity assessment and monitoring for large infrastructure projects, along with demonstrated understanding and experience in the application of IFC Performance Standards requirements, in particular Performance Standard 6 and working with associated databases, assessments or approaches (e.g. IUCN Red List of Threatened Species, Critical Habitat Assessment). Experience of undertaking ESIA studies, preferably for development projects, with funding support from multilateral agencies like IFC/World Bank and having terrestrial ecology experience.
4.	Public Consultation Specialist	Master's in Social Sciences, Sociology, Anthropology, or related field with minimum 10 years of experience in social safeguards for large infrastructure projects. Experienced in conducting public / stakeholder consultations, ability to speak/read/write local dialects, maintain documentation of consultations in standard formats, ensuring quality checks of local consultants and written languages and with demonstrated understanding of the IFC Performance Standards requirements
5	Support E&S Specialists	Support Environmental and Social (E&S) Specialists covering relevant disciplines to support the core team as needed for the project.

The consultant shall provide a detailed scope of work, methodology and time plan for undertaking the ESIA.

### **1.5 Schedule and Deliverables**

The Consultant is expected to develop the draft E&S Scoping report (including the Interim ESMP/CAP) within 8 weeks of their engagement and the draft ESIA report within a maximum duration of 16 weeks from their date of engagement.

1.6 EIA Shall be finally approved by the Competent Authority.

## **BID OPENING AND EVALUATION**

### **1. Online Opening of Bid by Owner**

- (1) The Owner inviting bids or its authorized representatives will open the Bids online on the date mentioned in the BDS and this could be viewed by the Bidders online. In the event of the specified date for opening of bids being declared a holiday for the Owner, the bids will be opened at the appointed time on the next working day.
- (2) The Part I – Technical Bid will be opened first.
- (3) In all the cases the amount of Bid security, cost of bid documents, and validity of the bid shall be scrutinized. Thereafter, the Bidder's name and

such other details as the Owner may consider appropriate, will be notified as Part I bid opening summary by the authority inviting bids at the time of online opening.

- (4) The Owner shall prepare minutes of the Bid opening including the information disclosed in accordance with ITB and upload the same for viewing online.
- (5) Evaluation of Part I of bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to ITB section shall be taken up and completed, and a list will be drawn up of the qualified Bidders whose Part II of bids will be eligible for opening.
- (6) The result of evaluation of Part I of the Bids shall be made public on e-procurement following which there will be a period of 5 working days during which any Bidder may submit a complaint which shall be considered for resolution before opening of Part II (Financial Bid) of the bid. Any complaint shall be dealt with in accordance with complaint handling protocol as available on e-procurement portal of <http://mpeproc.gov.in>. Where only one bid is submitted, the stand still period does not apply.
- (7) The Owner shall inform, the Bidders, who have qualified during evaluation of Part I of bids, of the date, time of online opening of Part II of the bid.
- (8) The Part II – Financial Bid of only those Bidders will be opened online, who have qualified in Part I of the bid. The Bidder's names, the Bid prices, the total amount of each bid, and such other details as the Owner may consider appropriate will be notified online by the Owner at the time of bid opening. Any bid price, which is not declared and recorded, will not be taken into account in Bid evaluation.
- (9) The Owner shall prepare minutes of online opening of Part II of Bids and upload the same for viewing online.

## **5.2 Clarification of Bids**

During Bid evaluation, the Owner may, at its discretion, ask the Bidder for

a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.

### **5.3 Preliminary Examination of Bids**

- (1) The Owner will examine each Bid to determine whether it is complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the Bid is generally in order.
- (2) In the online electronic bidding system, the total bid price is worked out automatically by the system on the basis of the rates quoted online by the bidders in the BOQ and shall be considered as binding upon the bidder
- (3) The Owner may waive any minor informality, nonconformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and price evaluation pursuant to ITB Sections 5.5 and 5.6.
- (4) Prior to the detailed evaluation, the Owner will determine whether each Bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionality's or reservations. A material deviation, objection, conditionality or reservation is one,
  - (a) that affects in any substantial way the scope, quality or performance of the contract;
  - (b) that limits in any substantial way, inconsistent with the Bidding documents, the Owner's rights or the Successful Bidder's obligations under the contract; or
  - (c) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Bids.
- (5) If a Bid is not substantially responsive, it will be rejected by the Owner,

and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Owner's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

#### **5.4 Technical Evaluation**

- (1) The Owner will evaluate and compare only the Bids determined to be substantially responsive pursuant to ITB Sections 5.3.
- (2) The Owner will carry out a detailed evaluation of the Technical Sections previously determined to be substantially responsive in order to determine on a pass/fail basis whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. Bidders acknowledge that, in order to reach such a determination, the Owner will examine and analyze the technical aspects of each Bid on the basis of the information supplied by Bidders, taking into account the completeness, consistency and level of detail of the following factors:
  - (a) with respect to the Design-Build Work plan,
    - (i) the Bidder's ability to demonstrate how it will meet the Owner's project objective and requirements, the technical standards and the Environmental Management Plan; and
    - (ii) the soundness of the proposed methodology and approach, and the extent to which the Design-Build Work plan demonstrates an understanding of the local conditions and specific project requirements;
  - (b) with respect to the Operations Work plan,
    - (i) the extent to which the Operations Work plan addresses all of the Operations Services that are to be provided in accordance with the Contract;
    - (ii) the soundness of the proposed methodology and approach,

and the extent to which the Operations Work plan demonstrates an understanding of the local conditions and specific project requirements; and

- (iii) the Bidder's ability to demonstrate how it will meet the technical standards; and
- (c) with respect to the Staffing Plan,
  - (i) the qualifications and competence of the Key Staff; and
  - (ii) the overall quality of the Staffing Plan, including the depth and organizational strength demonstrated by the Plan and the extent to which it meets the expertise requirements reflected in the Design Build Specifications and the Operation and Maintenance specifications.
- (3) For the purpose of ITB Section 5.4 (2) (c) (ii), the evaluation of the overall quality of the Staffing Plan shall be based on,
  - (a) the clarity, comprehensiveness and level of detail of the Staffing Plan;
  - (b) the extent to which the Staffing Plan addresses the specific Services that are required by the Design-Build and Operations and Maintenance Services Appendices to the General Conditions.

## **5.5 Financial Evaluation**

- (1) The Owner shall examine each Bidder's Financial Section to determine whether such Financial Section is complete and substantially responsive to the Bidding Documents.
- (2) The Financial Sections, which are substantially responsive to the Bidding Documents, shall be ranked from lowest to highest based on the Bid Price. For the purposes of comparing the Bidders' Financial Sections only, the Owner shall evaluate the Bid Prices as per the criteria set out in the Bid Data Sheet. The actual total amount paid for the Operations Services will

depend upon the actual number of months of operations carried out by the Bidder prior to the End Date.

## **5.6 Contacting the Owner**

- (1) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Owner, it must do so in writing.
- (2) Any effort by a Bidder to influence the Owner, its advisors, employees, consultants or agents, in the Owner's Bid evaluation, Bid comparison, or Contract award decision may, in the discretion of the Owner, result in rejection of the Bidder's Bid.

## **SECTION 6 - AWARD OF CONTRACT**

### **6.1 Award Criteria**

6.1.1 Subject to ITB Section 6.2, the Owner will award the Contract to the Bidder whose Bid has been determined, by the technical and price evaluation, to be substantially responsive, has received a “pass” in the technical evaluation, and has the lowest evaluated Bid Price.

The Owner will sign two separate agreements 1) covering Part A i.e. Design, build and commissioning of facilities (First Agreement) funded by IBRD; and (2) covering Part B services of ten years O&M ( Second Agreement ) funded by MPUDC. Both the Agreements will have cross fall breach clauses which gives the Owner to terminate both the agreements as if they are integral to each other with remedies as available to the Owner under each agreement. Each agreement will be secured by its own performance guarantee and will contain provisions that in case of encashment of performance guarantee of one agreement, the performance security of the other agreement becomes automatically encashable at the discretion of the owner. The Owner at its discretion may declare the First agreement as complete and take over the facilities without affecting the performance of the second agreement. Both the agreements may have different effective date as decided by the Owner while entering the contracts.

### **6.2 Owner’s Right to Accept or Reject and Waive Irregularities**

- (1) The Owner reserves the right to,
  - (a) accept any Bid;
  - (b) reject any Bid;
  - (c) annul the bidding process and reject all Bids;
  - (d) annul the bidding process and commence a new process; and
  - (e) waive irregularities, minor informalities, or minor non-conformities which do not constitute material deviations in the submitted Bids from the Bidding Documents, at any time prior to the award of the Contract without incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the

grounds for the Owner's actions.

- (2) Nothing in ITB Section 6.2(1) is intended to permit the Owner to refuse to provide reasons for rejection to an unsuccessful Bidder.

### **6.3 Notification of Award**

Prior to the expiration of the Bid Validity Period, the Owner shall notify the Successful Bidder in writing by email and post that its Bid has been accepted by the Owner (the "Notification of Award"). The effectiveness of the Contract shall be as of the date of the Owner's signing of the Contract contingent on final approval by the Bank.

### **6.4 Signing the Form of Contract**

- (1) At the same time as the Owner sends the Successful Bidder the Notification of Award, the Owner shall send the Successful Bidder,
  - (a) a Form of Contract; and
  - (b) The other Contract Documents.
- (2) No later than 15 days after the Successful Bidder's receipt of the Notification of Award, the Form of Contract and the other Contract Documents pursuant to ITB Sections 6.3 and 6.4(1), the Successful Bidder shall sign and date the Form of Contract and initial each page of the Contract and return them to the Owner.
- (3) The website has provision to display the details of award of contract. The Owner shall publish on the website the result identifying the bid and the following information: (a) name of each Bidder who submitted the bid; (b) bid prices as announced online during the bid opening of Part II of each bids; (c) name and evaluated prices of each bid; (d) name of Bidders whose bids were rejected during evaluation of either Part I or Part II of the bids and the reasons for their rejection; and (e) name of the winning Bidder, the price offered and summary scope of the contract awarded.

## **6.5 Performance Security**

No later than 15 days after the Successful Bidder's receipt of the Notification of Award, the Successful Bidder shall provide the Owner with the performance security and ESHS Performance Security in the amount given in the Bid Data Sheet and in the substance and form set out in Annex A or in another form approved by the Owner. The Performance Security and ESHS Performance Security Forms of a Joint Venture shall be in the name of Joint Venture.

## **6.6 Failure to Sign the Form of Contract or Provide the Performance Security**

If the Successful Bidder fails to comply with the provisions of ITB Sections 6.4(2) or 6.5, this failure shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security, and in which event the Owner may make the award to the next lowest evaluated Bidder or call for new bids.

## **6.7 Adjudicator**

The Owner proposes that the person named in the Bid Data Sheet be appointed as Adjudicator under the contract, at a fee per sitting stated in the Bid Data Sheet. A description of the expenses that would be considered reimbursable is attached to the Bid Data Sheet. If a Bidder does not accept the Adjudicator proposed by the Owner, it should so state in its Bid Form and make a counterproposal of an Adjudicator and a fee per sitting. If, on the day the Form of Contract is signed, the Owner and the Bidder have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the Special Conditions of Contract.

## **6.8 Corrupt or Fraudulent Practices**

The Bank requires that Borrower, including beneficiaries of Bank loans, as well as Bidders, Bidders, and sub-Bidders under contracts financed by the Bank, observe the highest standard of ethics during procurement and execution of such contracts. In pursuance of this policy, the Bank,

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly

or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the contract.
- (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Borrower, designed to establish Bid prices artificial, non-competitive levels, and;
- (iv) “coercive practice” means harming, or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of the contract.
- (v) "obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 6.8(e) below.
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive, practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
  - (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-

financed contract if at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank Financed contract; and

- (e) will have the right require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring Bidders, Bidders, Bidders and consultants to permit the Bank to inspect their accounts and records, and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed.

**||AFFIDAVIT||**

**(To be contained in Envelope A)**

(On Non Judicial Stamp of Rs. 200)

I/we \_\_\_\_\_ who is/ \_\_\_\_\_ (status in the firm/ company) and competent for submission of the affidavit on behalf of M/S \_\_\_\_\_ (contractors) do solemnly affirm an oath and state that:

I/we am/are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. \_\_\_\_\_ (name of work) dated \_\_\_\_\_ issued by the \_\_\_\_\_ (name of the department).

I/we am/ are fully responsible for the correctness of following self-certified Information/ digitally signed documents and certificates:

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
  - a. Information regarding financial qualification and annual turnover submitted online is correct.
  - b. Information regarding various technical qualifications submitted online is correct.
3. No close relative of the undersigned and our firm/company is working in the department.

OR

Following close relatives are working in the department:

Name \_\_\_\_\_ Post \_\_\_\_\_ Present Posting \_\_\_\_\_

**Signature with Seal of the Deponent (bidder)**

I/ We, \_\_\_\_\_ above deponent do hereby certify that the facts mentioned in above paras 1 to 3 are correct to the best of my knowledge and belief. In then without giving any prior notice, our bid shall be liable for rejection or termination of contact, without prejudice any other rights of remedy including the forfeiture of the bid security/ performance security.

Verified today \_\_\_\_\_ (dated) at \_\_\_\_\_ (place).

**Signature with Seal of the Deponent (bidder)**

Note: Affidavit duly notarized in original shall ~~reach at least one calendar day before opening of the bid.~~ Be submitted (original copy) before agreement.