NOTICE INVITING TENDER

INVITING FINANCIAL BIDS FROM EMPANELED SOCIAL IMPACT ASSESSMENT AGENCIES WITH SOCIAL WELFARE DEPARTMENT, A & N ADMINISTRATION

INFORMATION DOCUMENT

The Social Welfare Department, Andaman & Nicobar Administration invites sealed financial bid quotations from empaneled firms with Social Welfare Department, Andaman & Nicobar Administration who would be interested to carry out Social Impact Assessment Study for the acquisition of Land for shifting the existing POL terminal of Indian Oil Corporation Limited (IOCL) from Haddo to Hopetown village at South Andaman District as per Right to Fair

Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 and Andaman & Nicobar Islands Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Social Impact Assessment and Consent) Rules 2018.

Tender documents containing the details of scope of work, terms of reference, general condition, financial bid etc, can be downloaded from the website www.eprocure.andaman.gov.in. Further details, if any, may be obtained from Social Welfare Department, Andaman & Nicobar Administration during working hours.

For any help/query, please contact department Probation Officer through email- ashokbiswas028@gmail.com or Telephone 9933283106, 03192-244386.

(Iti Agarwal)

Director (Social Welfare)

То

- 1. The Notice Board
- The NO (IT) for publishing the e-tender at website www.eprocure.andaman.gov.in and in Department website.
- 3. The Director, Information and Publicity with request to publish the same in mainland editions of newspapers.

Copy to:

1. The PS to Secretary (SW), A&N Administration for kind information please.

TENDER DOCUMENT

TENDER DOCUMENT FOR INVITING SEALED FINANCIAL BID QUOTATIONS FROM VARIOUS EMPANELED FIRMS WITH SOCIAL WELFARE DEPARTMENT. A & N ADMINISTRATION AS PER RIGHT TO FAIR COMPENSATION AND TRANSPARENCY IN LAND **ACQUISITION, REHABILITATION AND RESETTLEMENT ACT, 2013** ANDAMAN & NICOBAR **ISLANDS** AND RIGHT ТО FAIR COMPENSATION AND TRANSPARENCY IN LAND ACQUISITION, REHABILITATION AND RESETTLEMENT (SOCIAL IMPACT ASSESSMENT AND CONSENT) RULES 2018.

1. Introduction:

1.1 IOCL Petroleum Terminal at Haddo, Port Blair functions as storage dump and distribution facility catering to both civil and defense requirements of the entire A & N islands. This IOCL Terminal is next to Naval/Defense establishments, other vital installations and in the midst of densely populated areas.

1.2 A proposal for shifting this terminal to an alternative location in the aftermath of a major fire incident at Jaipur IOC Oil Depot in 2009 was taken up. The recent drone attack at the Jammu IAF Base has again brought the matter to the fore, which adds a new dimension of non-contact security threats.

1.3 With the growing demand of motor spirit and ATF for various defense purposes and IDA projects, shifting of existing IOC Oil Depot at Port Blair alternate location have become absolutely imperative. These will need sufficiently away from builtup/populated areas, catering for appropriate safety distances, to meet emergent POL requirements in A & N Islands.

1.4 Considering the gravity of this issue and increasing demand with future projections, the A&N Administration is taking swift action and is in the process of shifting/constructing of new petroleum terminal at Hopetown village, Ferrargunj.

2. Estimated Cost of Work:-

The possible estimated cost of conducting SIA Study shall beRs.10 lakh only.

3. Scope of Work

Conduct of Social Impact Assessment Study by following all the procedures as per Section 4 and the various subsection there under Right to Fair

Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, and Right To Fair Compensation And Transparency In Land Acquisition, Rehabilitation And Resettlement (Social Impact Assessment and Consent) Rules, 2018.

- 1. Shall make necessary correspondences with the local authority for obtaining the required details.
- Reconnaissance survey of the proposed project. Survey & GIS Mapping of this land extent; includes the natural resources, settlement, and infrastructure.
- Assessment as to whether the proposed acquisition serves a public purpose;
- 4. Estimation of affected families and the number of families among them likely to be displaced;
- 5. Extent of lands, public and private, houses, settlements and other common properties likely to be affected by the proposed acquisition;

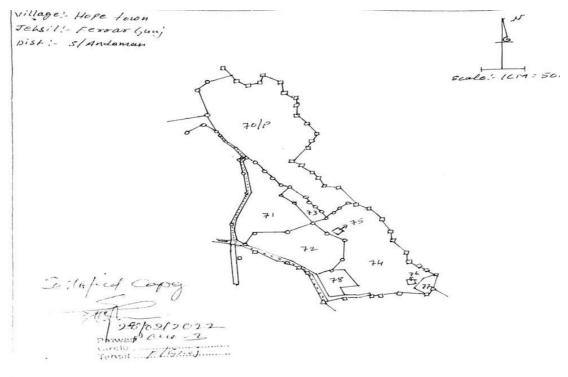
- 6. Whether the extent of land proposed for acquisition is the absolute bare minimum.
- 7. Whether extending needed land acquisition for the project; at an alternate place has been considered and found not feasible;
- Study of social impacts of the project, and the nature and cost of addressing them, and the impact of these costs on the overall costs of the project vis-a-vis the benefits of the project.
- 9. The impact that the project is likely to have on various components such as the livelihood of affected families, public and community properties, assets and infrastructure particularly roads, public transport, drainage, sanitation, sources of drinking water, sources of water for cattle, community ponds, grazing land, plantations, public utilities such as post offices, fair price shops, food storage godowns, electric supply, health care facilities, schools, and education or training facilities, anganwadis, children parks, places of worship, land for traditional tribal institutions, burial and cremation grounds shall be considered.
- 10. Identifying and defining regulatory framework, statutory requirements and available standards.
- 11. Preparation and submission of 2 copies of the Draft Social Impact Assessment Report for the proposed project in Hindi and English languages as per the provisions in the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Social Impact Assessment and Consent) Rules, 2014.
- 12. After publishing the draft reports, a public hearing shall be conducted in all Gram Sabha where members are directly or indirectly affected by the acquisition of land in the affected areas to bring out the main findings of the Social Impact Assessment, seeking feedback on the findings, and seeking additional information and views for incorporating the same in the final documents.

- 13. Preparing and suggesting guidelines for the preparation of resettlement and rehabilitation plan for project-affected people.
- 14. Analyse the extent and intensity of impacts due to the development in sense of both environmental and socio-economical.
- 15. Submitting a minimum of 10 copies of the final report (Colour) to the Social Impact Assessment Unit (Social Welfare Department) by incorporating the data gathered in the Public hearing.
- 16. The Social Impact Assessment study to prepare a Social Impact Management Plan, listing the ameliorative measures required to be undertaken for addressing the impact for a specific component.
- 17. The Social Impact Assessment Report shall be submitted in Form-II to the appropriate Government shall include the views of the affected families in writing.

| P.C. No. | RI Circle No. | Village | Tahsil | District | SI No. of the holding | | Name of Tenant | Survey No./ | Area (Hect.) | Land Revenue |
|-------------|---------------------|---|------------|----------|--------------------------|------|-----------------------------|----------------|-----------------|-----------------|
| | | | | | Old | New | | Plot No. | | |
| 3 | 1 | Hope Town | Ferrargunj | SA | | 384 | M/s Andaman Residency | 70/P | 0.8100 | 4.00 |
| | | Hope Town Ferrargunj SA 15 Geeta Bai | - | | | | Custo Bal | 71/1/1 | 1.3600 | 6.72 |
| 3 | 1 | | Geeta Bai | 71/1/2 | 0.2900 | 1.43 | | | | |
| | 1 | Hope Town | Ferrargunj | SA | 35 | 40 | T. Antony & Sallethu Mary | 74/1 | 0.9713 | 4.94 |
| | | | | | | | | 72/1 | 0.5100 | 2.52 |
| | | | | | | | | 73/1 | 0.1375 | 0.69 |
| 3 | | | | | | | | 75/1 | 0.0270 | 0.15 |
| | | | | | | | | 73/2 | 0.1365 | 0.69 |
| | | | | | | | | 74/2 | 0.3621 | 1.83 |
| | | | | | | | | 72/2/P | 1.0000 | 90.00 |
| - | 1 | Hope Town | Ferrargunj | SA | 382 | | Association Catholic Church | 74/1/P | 0.4836 | 2.42 |
| 3 | | | | | | | | 74/2/P | 0.9530 | 4.94 |
| | | | | | | | | 76/1 | 0.0330 | 0.20 |
| | | | | | | 382 | | 76/2 | 0.0040 | 0.05 |
| | | | | | | | | 77/1 | 0.1182 | 0.59 |
| | | | | | | | | 78/2 | 0.4082 | 2.00 |

Details of the proposed sites are tabulated as below:

1.



2.

4. Financial Bid

4.1 Terms of reference for carrying out the SIA study.

4.1.1 Survey & GIS Mapping of the land extent (Core Zone); includes the livelihood resources & settlements of affected families (land owners/possessors) and infrastructure likely to be affected (based on size of land extent proposed for acquisition)

4.1.2 Survey & GIS Mapping of settlements (in buffer zone), and infrastructure of affected families for enumerating the number of family likely to be affected directly or indirectly by the acquisition.

4.1.3 Number of family: (Land owners & affected families to be surveyed for; socioeconomic and cultural parameters)

4.1.4 Cost of conducting public hearing (per hearing)

4.1.5 Draft Report Preparation and submitting for public hearing

4.1.6 Submission of minimum ten copies of the final report including the records of public hearing.

4.2 In view of the terms of reference, the financial bid will be comprised of two parts.

4.3 **The first part:** Bidder has to quote a single price per hectare of land for providing Social Impact Assessment Report by completing all the works as mentioned in the scope of work at para 2 except for the works mentioned in the para 3.1.4 to 3.1.6.

4.4 The bidder has to take a note of all possible works mentioned in the para 3.1.1 to 3.1.3 should be covered while quoting the rate for SIA studies per hectare in the first part of financial bid.

4.5 **The Second Part**: The bidder has to quote a single price for the preparation of draft reports, cost of conducting public hearing, and providing minimum 10 copies of the final report.

4.6 Total cost for carrying out the SIA will be calculated based on the quote in the first part in terms of extent of land in the proposed project to be carried out for SIA along with the cost in the second part.

4.7 The rate quoted by the firms for the above work should be inclusive of all taxes/charges alongwith GST as applicable

5. Agreement

5.1 Contract Agreement shall be executed in Rs.100/- stamp paper and cost of stamp paper shall be borne by the successful agency

5.2 After execution of agreement, confirmed order for conducing SIA study will be awarded

6.General Conditions

6.1 Even If an applicant firm satisfies the above requirements, it will be subjected to disqualification if (i) Record of poor performance, not properly completing contract or delayed completion.

6.2 An Applicant must not have, during the last two years, failed to successfully performed any identical agreement, evidenced by imposition of a penalty by an arbitrator or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project of agreement nor have had any agreement terminated for breach of contract by such Applicant.

6.3 A self-declaration as a compliance of the above clauses 5.2 Shall be attached by the agency.

6.4 The Social Welfare Department, A & N Administration reserves the right to accept or reject any application and to annul the process and reject all applications at any time without assigning any reason thereof and without the reason by incurring any liability to the affected applicant or without informing the applicants of the grounds for such action by Social Welfare Department.

6.5 Social Welfare Department, A & N Administration may at any time and for any reason terminate this order of work and upon receipt of such notice, Agency shall, unless the notice otherwise directs, immediately discontinue the work in connection with performance of this order. 6.6 Upon such termination, agency shall be entitled for payment for the work executed up to date only and reports approved by Social Welfare Department, A & N Administration thereof, subject to deductions if any, in conformity with the work order.

6.7 The Social Welfare Department, A & N Administration will not meet any charges (transportation, food and accommodation) incurred by the agency as part of the study.

6.8 The Social Welfare Department, A & N Administration shall only extend the logistic supports like entry permit to the agency and team members, etc. and all expenses for a survey like travel & accommodation changes shall be borne by the Agency.

6.9 No other charges such as octroi, packing forwarding freight, insurance, loading and unloading, Installation Demo etc will be allowed. All these are to be borne by the firms only.

7. Time Schedule for Bidding

7.1. Time schedule for obtaining bid documents, submission of bids and opening of bids is as follows.

| S.No. | Particular | Date | Time |
|-------|--|--|--------|
| 1 | Tender shall remain for acceptance | 16.01.2023 | 3.00pm |
| 2 | Last date & time for submission of Bid | 16.01.2023 | 3.00pm |
| 3 | Time and date of opening of tender | 16.01.2023 | 4.00pm |
| 4 | The quotation will be opened at the | Directorate of Social Welfare, Goal Ghar-744103 | |

8 Submission Requirement:

8.1 The bid documents of tender notice can be viewed /downloaded from the Official website https://eprocure.gov.in alongwith annexures I to IV

9. Payment terms:-

9.1 Final Payment would be released after completion of all the deliverables listed in terms of reference and scope of work.

9.2 A Performance Guarantee @3% of the total agreement cost is required to be deposited by the successful L1 bidder before execution of work in the form of DD drawn in the favor of Assistant Account Officer (Directorate of Social Welfare), A&N Administration.

9.3. Performance Guarantee will be released after all the contractual obligations by the firm is over.

9.4 In case of non-completion of work the amount would be forfeited from PG deposit.

10. Timeline:

10.1. Thirty days extendable upto Forty Five days after which penalty of Rs.1000/- per day would be charged.

11. Arbitration: -

In case of any dispute arising between the Agency and the Directorate of Social Welfare (SIAU), the matter shall be referred to the sole arbitrator appointed by the Secretary (SW), A&N Administration. The decision of the arbitrator shall be final and shall be binding upon both the parties. The venue of the arbitration shall be Port Blair, A & N Islands. Expenses, if any incurred during the proceedings of the arbitration shall be borne by the parties equally.

12. Jurisdiction: -

If any dispute remains unresolved after the arbitration, the same shall be settled within the jurisdiction of competent court at Port Blair.

ANNEXURE I

Bidders Covering Letter

(On the Letter head of the applicant)

Date: ---

To,

Directorate of Social Welfare Andaman & Nicobar Administration Goal Ghar Port Blair – 744103

Sub: Submission of sealed financial bid quotation to conduct Social Impact Assessment studies –reg.

Dear Sir.

I/we.....offer sealed quotation as indicated in the tender notice ourselves to implement the work as per the scope of work stipulated in the tender notice. We have examined the tender notice and documents attached here to and agree to be abided by these conditions. Bid submitted by us for financial is properly prepared and sealed so as to prevent any subsequent addition, alteration or replacement.

We understand that Social Welfare Department, Andaman & Nicobar Administration reserves the right to reject any application without assigning any reason thereof.

(Signature of Authorized Person) with detailed address

ANNEXURE II

Information of the Applicants

| S.No. | Item | Description | | |
|-------|-----------------------------------|-------------|--|--|
| 1. | Name of the Company/Firm/Agency | | | |
| 2. | Name of the Proprietor/ | | | |
| | Director/ Partner | | | |
| | of the Company/ Firm/ Agency/ | | | |
| | Authorized to sign this | | | |
| | document | | | |
| 3. | Full details of Registered Office | | | |
| | (Address): | | | |
| 4. | Telephone No. | | | |
| 5. | E-Mail Address | | | |

Signature of Authorized Person

Name:

Date:

Annexure III

Financial proposal

| Part | Description of work | Amount in Rs. | | |
|-----------|--|---------------|--|--|
| First Par | Unit cost of conducting SIA study t as per the terms of reference 4.3 to 4.4 | | | |
| | Second Unit cost for works as per as per Part the terms of reference 4.5 | | | |
| | Total | | | |

Signature of Authorized Person

Date:

Place:

ANNEXURE IV

DECLARATION

1. **I**,

Son/Daughter/Wife of Shri. Proprietor/Director/Authorized Signatory of the Company/ Firm/ Agency, mentioned above, are competent to sign this declaration and execute this Expression of Interest.

- 2. I have carefully read and understood all the terms and conditions of the Notice and undertake to abide by them
- 3. The information documents furnished alongwith the application are true and authentic to the best of my knowledge and belief. I/ We am/ are aware of the fact that furnishing of false information/ fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
- I/ We have not been black listed by any Government Department and/ or that no Civil/ Criminal Case/ Complaints are pending against me/us.

Signature of Authorized Person

Date:

Place:

Name.