

REQUEST FOR PROPOSAL (RFP) DOCUMENT

FOR CONDUCTING POST EIA STUDY OF COMPLETED WATER RESOURCES PROJECTS

To

- 1. EQMS India Pvt Ltd, New Delhi
- 2. IRG Systems South Asia Pvt. Ltd, New Delhi
- 3. KITCO Limited, Kochi
- 4. AFC limited, New Delhi
- 5. Wapcos Limited, Gurgaon
- 6. Ramky Enviro Services Private Limited, Hyderabad

Government of India

Ministry of Water Resources, River Development & Ganga Rejuvenation

Central Water Commission

Environment Management Directorate

6th Floor (S), Sewa Bhawan, RK Puram-1, New Delhi-110066

Phone: 011-29583429, 29583729 E mail: emodte@nic.in

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Government of India Central Water Commission Environment Management Directorate Sewa Bhawan, R.K.Puram, New Delhi-110066

Sewa Bhawan, R.K.Puram, New Delhi-110066 Phone: 011-29583429, Email: emodte@nic.in

SECTION-I

Request for Proposal (RFP)

Subject: Conducting Post Environmental (including social) Impact Assessment studies of completed Water Resources Projects

- 1. The undersigned is directed to invite online bids in two bids system (Technical as well as Financial separately) on ETS portal of Telecommunications India Ltd (TCIL) from already shortlisted agencies for the following work:
 - Conducting Environmental Evaluation studies of three completed water Resources Projects (the list of 3 Projects is given at **Annexure-I).**
- The RFP document is available on TCIL website URL http://www.tcil-india-electronictender.com, Central Public Procurement (CPP) Portal URL www.eprocure.gov.in and CWC website URL www.cwc.gov.in. The bids must be submitted online only at TCIL website URL http://www.tcil-india-electronictender.com up to 11.04.2018, 18:00 hrs.
- Bidder who has downloaded the RFP document shall not tamper/ modify the
 document in any manner. In case if the same is founded to be tampered or
 modified in any manner, tender will be completely rejected and EMD would be
 forfeited.
- 4. CWC bill not be responsible for any cost or expenses incurred by bidder in connection with the preparation, submission and demonstrations/ presentations which may be required by CWC.
- 5. Project wise bid security/ EMD as mentioned at Annexure-II of RFP document shall be deposited in the form of DD/ Banker Cheque from the scheduled bank in favour of DDO-II, CWC before opening of bids.
- 6. Bidders while submitting online bids have also to submit online scanned copies of demand draft towards bid security/ earnest money deposit.
- 7. The agency shall have valid registration of GST/ local tax as applicable, with the State/ Central Government. The bidders shall submit PAN / GSTIN No.

8. Opening of RFPs

The RFPs are to be opened on 12.04.2018 at 11:00 hrs at this Office. Consultants/ authorized representatives shall witness & through oral/PowerPoint presentation present their approach. Technical evaluation by the Project Management Committee (PMC) shall precede the financial bids. The exact dates and time of technical and financial evaluation by Project management Committee will be intimated separately.

9. Technical Evaluation

The evaluation criteria shall be as under:

Attribute		Maximum Marks	
a)	Relevant experience	30	
b)	Methodology, approach and understanding of TORs	40	
	Oral presentation		
c)	Team of Experts	30	
	Total	100	

Criteria for evaluation of Technical bids

S. no	Description	Minimum Eligibility	Sub criteria for evaluation & Marks
1	Relevant experience of similar nature	20 M	2 to 5 Projects=20 M 6 to 8 Projects=25 M 9 & above Projects = 30 M
2		Approach, Methodology & work plan coherent with ToR	
3	Personnel proposed Any five out of the following six disciplines will be considered 1. Environmentalist/ Ecologist/ Biodiversity 2. Sociologist 3. Agricultural/ Public health experts 4. GIS & dam break modelling expert and hydro dynamic modelling 5. Water/ Irrigation experts 6. Economist Each discipline shall be allotted 6 marks making total 30 marks	15 M	 a) Qualification Ph.D: 3 M Post graduate: 2 M Graduate: 1 M b) Experience Equal to or More than 20 Years: 3 M More than or equal to 10 years & less than 20 years: 2 M Less than 10 years: 1 M

Each Study shall have detailed technical approach and methodology with man-month charts for the team of experts. The information made available in the technical bid shall be final & shall see no addendum notwithstanding the right of CWC to call for any clarification on it. Consultants earning 60 marks or above shall be shortlisted for the financial bid assessment.

10. The Financial Evaluation: It shall be done at the pre-designated date, to be conveyed in advance. Lowest financial proposal (f_m) among the technically qualified bids shall have a financial score of 100 points & the rest (f_x) shall be graded as under:

$$S_f = f_m/f_x \times 100$$
 (f_m and f_x in Rs)

11. The combined Evaluation: The final scores will be computed as follows and the L1 for each study shall be awarded the study:

$$S_x = 0.6S_t + 0.4 S_f$$

Where S_x = Final score of a bid;

S_t = technical score of the bid; and

 S_f = financial score of the bid.

However, CWC reserves the right to reject any or all the offers without assigning any reason whatsoever.

12. The offer shall be valid for a period of 180 days from the date of opening the tender & the L1 Consultant is expected to commence the assignment within one month of the award of the work.

The Other Terms & Conditions:

- 13. Bidder should enclose documentary proof in the form of audited Balance sheets of the last 3 years and relevant work completion certificates, as prescribed in the Website Notice/ EoI, during the last ten years.
- 14. The income tax and any other taxes, levies or duties imposed by the Govt. from time to time shall be deducted from the bill of the consultant.
- 15. The Competent Authority on behalf of President of India does not bind itself to accept the lowest or any other tenders and reserves the right to reject any or all the tenders received without assigning any reason.
- 16. The Competent Authority on behalf of President of India reserves the right to accept the whole or any part of the tender and the consultant shall be bound to execute any such work at the rate quoted by him.

- 17. The department reserve the right to split the work and award the same to more than one Bidder.
- 18.In case any dispute arises between Department and the consultant, the matter of dispute can be referred within the jurisdiction of Delhi/ New Delhi only.
- 19. The contract shall be governed by the Indian laws in force.
- 20. For online submission of bids on ETS portal, bidders need to register with TCIL. Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through TCIL portal. For any help, TCIL/ETS Help desk may be contacted:

TCIL/ETS Help desk						
Telephone/	Customer Support (09:30hrs to 18:00hrs, Monday to Friday					
Mobile except on Gazetted holidays): +91-11-26241790						
	Emergency Support Mobile Numbers: +91- 9868393775,9868393717,9868393792 (after 18.00 hrs and before					
	09:30 hrs)					

- 21. Bidders are advised to check TCIL Portal/CPP Portal/CWC website for any corrigendum/amendment.
- 22. The Bidder is expected to examine all instructions, forms, terms and requirements in the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Bidders risk and may result in the rejection of the bid.
- 23. Successful bidders will have to sign integrity pact, Memorandum of Understanding (MoU) and Terms of Reference (ToR) at the time of award of work.
- 24. Unsuccessful bidder's EMD shall be refunded back after evaluation of bids.
- 25. The EMD/Bid Security of successful bidder shall be returned only after the submission of the final report accepted by CWC.

Rishi Srivastava Director

SECTION —II

TERMS OF REFERENCE

(A)Assessment of environmental (including social) impacts of three completed Water Resources projects

BACKGROUND OF EIA STUDY: While Environmental dimension in the Society is gaining increasing sensitivity & the NGTs have taken up cudgels against the enviroconcerns/challenges, have been dealing with iron hands; it has been imperative on Water Resources Sector also to sincerely evaluate its impacts – positive as well negative on all facets of the Environment in the spatial & temporal context. With this background, through some proposed EIA studies, it would be worthwhile to carry out comprehensive evaluation of the diverse impacts that these water resources projects may have caused and gainfully learn from such findings & for recommending pragmatic policy fine-tuning/corrections.

OBJECTIVES OF THE STUDY: The objectives of the study shall be to assess the environmental impacts (including socio-economic) of following completed water resources projects.

SI No.	Name of the Project	Basin
1	Ukai Project	Тарі
2	Eastern Kosi Canal Project	Ganga
3	Tawa Project	Narmada

scope of studies: The studies are not desktop studies but require lot of primary on-field investigations/primary data collection through proper/comprehensive experts/ staff during the entire duration of the study. However, scope of these studies fundamentally involves detailed assessment of change in the environment - without & with such project including long-term ecological consequences. Detailed analysis of various parameters is to be made on the basis of pre-project and post-project primary & secondary data on the under mentioned sub- heads. Corrective measures are to be suggested, accordingly. The scope also involves review of the Environment Management and other Plans; earnestness of implementation etc.

IMPACTS ON FOREST/HABITAT, TERRESTRIAL ECOLOGY - ENDEMIC AND ENDANGERED SPECIES:

- Compensatory afforestation, Changes in forest cover, forest types, Importance Value Index (IVI), Shannon diversity Index, relative abundance and density of key species.
- Terrestrial Ecology The endemic and endangered flora & fauna in particular, their interrelations & impact on habitat and evaluation of conservation programmes, if any
- Effectiveness of forestry programmes, contribution towards sustaining local population needs (eco development perspective)
- Contribution to economic activities related to medicinal plants in sustaining livelihoods of local population, if any

IMPACTS ON AQUATIC ECOLOGY & AVIFAUNA:

- Aquatic flora/fauna including migratory fish, endangered species if any, avifauna and their migratory patterns, if any including suggesting remedial measures
- Lacustrine environment, benthic changes in terms of both macro benthos micro benthos, impact due to sediment load, primary productivity of reservoir
- Status of endemic and endangered species and evaluation of conservation programmes, if any
- Effectiveness of programmes on pisciculture development, and other activities contributing to sustaining local population livelihoods.
- Reservoir greenhouse emissions, surface evaporation & local climate
- Assessment of wetlands

CHANGES IN LAND USE PATTERN THROUGH GIS IMAGERIES:

- Land use/land cover classification
- Using overlays identify new development triggering land use changes with proper required ground truths and physical investigations for validating such results
- Map changes in land use/land cover before and after implementation of the Project.

EFFECTS ON AGRICULTURE

- Improvement in production productivity, pre vs post project in kg/cum as well as in Rs/cum of water used.
- Avg. farm size, annual income per farmer family –pre vs post project scenario.

- Changes in Cropping Pattern, cropping intensity pre project vs post projecthead, middle & tail reach in command; adequacy, reliability & flexibility of the Project in meeting the irrigation demands
- Impact on livestock and poultry, agro-industry, alternate employment generated in the command area
- Impact on mechanized farming, seeds, fertilizer use, soil health, adequacy of surface Irrigation both in number & frequency, cooperative and agriculture finance programmes in project command

IMPACTS ON GROUND WATER IN THE COMMAND:

- Extent of GW use in agriculture, Impact on GW withdrawal, non-replenishable withdrawal & its consequences on aquifer if any. Changes in GW table in command. Return-flow from surface irrigation & its probability of GW recharge in command, Recycle & Reuse.
- Impact on ground and surface water quality due to fertilizers pesticides, runoff, etc.

IMPACTS ON DRAINAGE INCLUDING IDENTIFICATION OF WATERLOGGED OR SALINE AREAS THROUGH RS-GIS:

- Increase in the waterlogged area and mapping of specific area
- · Arriving at an understanding of how the water logging has increased
- Estimation of increase in the salinity affected soils and mapping of the same
- · Arriving at an understanding of how the salinity has increased
- Compare the drainage characteristics of pre and project situation
- Adequacy of existing project drainage network & remedial measures.

REHABILITATION & RESETTLEMENT (R&R)

The affected villages, R&R package offered, extent of satisfactory execution —details of R&R sites including schools, hospital, sanitation/hygiene, occupational training programmes, PAPs representative feedback, pre vs post project change in overall living standard.

SOCIO ECONOMIC IMPACES ATTRIBUTABLE TO PROJECT:

Impact on disguised unemployment, other occupational options, male-female literacy, child education, cultural practices, recreational avenues, access and commercial facilities (markets, banks, etc), vector/water borne diseases in and around project, healthcare infrastructure, overall lifestyle improvement, gadgets, recreational opportunities, Human Development Index, change in average land-holdings etc.

IMPACTS ON ARCHAEOLOGICAL MONUMENTS, ECONOMICALLY IMPORTANT MINERALS, AND PLACES OF WORSHIP

Restoration of above under EMP or otherwise due to project; economically important minerals and extent of harnessing

IMPACTS ON PUBLIC HEALTH, DRINKING WATER SUPPLY, COMMUNICATIONS AND QUALITY OF LIFE IN GENERAL

Impact on water supply provision, communication and transportation & other civic amenities attributable to WR Project

IMPLEMENTATION OF ENVIRONMENTAL MANAGEMENT PLAN (EMP), IF ANY

All the aspects as usually provisioned under it like R & R, Compensatory Afforestation, Green belt development, Health systems, Fish development, Catchment Area Treatment, Reservoir Rim Treatment, Landscape restoration, Ecological conservation, etc shall be explored in detail with concomitant Institutional & Financial mechanism actually used. The shortfall vis a vis anticipated outcomes shall be compared & upon due consultation with the Stakeholders; modified EMP with fiscal provisions may be suggested.

CATCHMENT AREA TREATMENT (CAT)

The detailed bioengineering and civil works plan vis a vis status of implementation, demarcation of challenging/unsuccessful areas from the successful ones & suggest detailed plan with fiscal provisions.

THE RECOMMENDATIONS

As already outlined in the opening para of the ToR; keeping the environmental/ecological perspective at the helm, the report shall exhaustively sumup pre-project status, all the diverse anthropogenic interventions/processes, the post project status and the impacts on above counts, including commentary on Policy, Institutional, Fiscal, Interventions/Plans to annul negative impacts such observed. The very objectivity of the EIA report shall not be lost in detailing, but shall manifest with lucidity.

The evaluating agency stall discuss the draft recommendations with CWC before discussing with stakeholders and experts. The opinions of and feedback from the stakeholders would be evaluated along with CWC before finalizing the recommendations.

SECTION-III

INSTRUCTIONS TO APPLICANTS

 Applicants are particularly advised to fill in the details asked for strictly as per enclosed Forms. Tenders shall be in two bid system, one is Technical Proposal and the other is Financial Proposal.

Project-wise bid security/EMD of proposed project/projects as mentioned in Annexure-II shall be deposited in the form of DD/Bankers Cheque from a scheduled Bank in favour of 'D.D.O-II, CWC' before opening of bids.

Financial Proposal will be opened, **only if** the applicants qualify for the Technical Proposal.

Form 1 to 6 completed in all respects should be submitted along with the submission of RFP. Otherwise, the bids will not be considered.

- 3. All financial data/monetary values entered in the all forms should be stated in Indian Rupees. For details of contract submitted in support of past experience, the contract amounts in original currency should also be stated along-with Indian Rupee exchange rate as applicable on the date and as determined by the Reserve Bank of India.
- Applicants are particularly advised to fill the details asked for as per the enclosed forms. Application is liable to rejection, if relevant details are not furnished in the prescribed forms.
- The applicant may furnish any additional information, which in his opinion may highlight his capacity to undertake and complete the specified works.

CLARIFICATION

The following officer may be contacted for any clarification.

Director EM, Sixth Floor (S), Sewa Bhawan, R.K.Puram, New Delhi-110066.

Tel No- 011: 29583651

SECTION - IV

CONDITIONS OF CONSULTANCY

1. GENERAL OBLIGATIONS

- 1.1 The financial proposals and currency of payment shall be entirely in Indian Rupees.
- 1.2 The metric unit system will be followed in observations, analysis and report writing. Indian standards, wherever applicable, shall be adopted by the consultant.
- 1.3 The Agreement of Consultancy shall be considered to come into force immediately upon the signing of the Agreement by the authorized signatories of CWC and the Consultant/Consulting agency.
- 1.4 The Consulting Agency/Consultant shall commence the study within one month after the Agreement has come into force.
- 1.5 The study shall be completed within the time specified/indicated in annexure-I against each project, as agreed between CWC and the Consultant.
- 1.6 Any circumstances that may arise calling for any modification of the Agreement, may be made by mutual consent. Proposals in this regard from one party may be given due consideration by the other party.
- 1.7 During the course of study and as a result of detailing, observations and analysis, any proposals for change in conditions/agreement/price or extension of time shall not be accepted. However, if any change in scope of the study is contemplated, CWC may consider such a change in conditions/agreement/price. In such cases, the necessary changes shall be introduced with prior approval of CWC.
- 1.8 The Consultant shall comply with all Central/State/Local Govt. laws and regulations as applicable and shall seek and obtain approval from all statutory bodies/agencies for conducting the study.
- 1.9 If the Consultant/Consulting agency at any time takes an additional partner or partners, the agreement of the study shall be deemed to remain unaffected. Similarly, in the event of death or withdrawal of one or more partner members, the Agreement shall not be dissolved.

- 1.10 Any <u>sub-contract/modification/termination</u> of the study shall be made only with the prior approval of CWC.
- 1.11 The Consultant shall promptly inform CWC of any situation or event arising from circumstances beyond his control and which he could not reasonably foresee that makes it impossible for the consultant to carry out the study in whole or in part. Upon the occurrence of such a situation or event, the study shall deemed to be postponed for a reasonable period of time and the Consultant shall remobilize for the continuation of the study immediately after the circumstances improved. The Consultant shall not claim any compensation for such an event.
- 1.12 If the Consultant desires an **extension of the time** for completion of the study on the grounds of **unavoidable hindrance** in its execution, he shall apply to CWC and CWC may allow such extension as considered necessary and reasonable. The decision of CWC in this regard shall be considered as final.
- 1.13 In the event of any circumstance developing beyond the control of Consultant, which he could not reasonably foresee and is not responsible and is unable to conduct the study, the Agreement is liable to be terminated.
- 1.14 In the event of the Consultant not discharging his obligations towards the study and or not carrying out the decisions taken by the Director (EM Dte.), CWC will notify the Consultant in this regard and if the Consultant does not respond to such notice within fifteen (15) days, the Agreement shall be deemed as terminated.
- 1.15 Any claims or counterclaims arising out of termination shall be mutually settled, failing which the matter shall be referred to the CWC.
- 1.16 All documents, drawings, data and information received or required during the course of the study and relating directly or indirectly to the study shall be used solely for the purpose of the study and shall not be published or disclosed to any other party without prior written permission from CWC. The Consultant shall bind his employees who are involved in the study by a suitable secrecy Agreement for this purpose. The Consultant shall not use documents, drawings, data and information acquired or received in the course of study for any other purpose, without obtaining written permission from CWC.
- 1.17 The Consultant shall not communicate or use in advertising/publicity, or in any other medium, photograph or other reproduction of the study or any other information concerning the study without prior written permission of CWC.

- 1.18 The Consultant shall deem to have himself obtained all necessary information for the purpose of preparing technical and financial proposals. He shall also be deemed to have taken into account all contingencies as may arise due to such information or lack of same while framing the proposals for the study. The Consultant shall be deemed to have obtained the information in all the matters including all the clearances required from various departments that might affect carrying out of the study and to be satisfied himself to the sufficiency of his proposals. He is also deemed to have known the scope, nature and magnitude of the study and requirement of equipment and personnel involvement. The Consultant shall be deemed to have visited and carefully examined the site and surroundings to have satisfied himself about the nature and condition of communication facilities, transport, railways, roads, access to site, movement of men, materials and equipments, establishment of site camps, availability of general stores and any other requirements etc. in the vicinity of the project for carrying out the study including availability of boats/launches, nature of banks, prevailing winds, climatic condition and all other similar features that might affect the study. He is deemed to have acquired himself as to his liability for payment of all taxes, customs duty and other charges and levies etc. CWC shall not be responsible for any lack of information in regard to the study. Completing the study in time as per the laid down objective shall be the responsibility of the Consultant only.
- 1.19 All statutory clearances including clearance from Forest Department, if necessary, obtaining of license, port clearance and other formalities for any imports and obtaining of foreign exchange for any equipment/spares, all costs in transit and/or during erection shall be the entire responsibility of the Consultant. All risks that are to be covered under insurance, loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, natural calamities, accidents of all kinds, fire, war risks, earth quakes etc. shall be the liability of Consultant.

All costs on account of insurance liabilities will be at Consultant account. The Consultant will be responsible for settlement of all claims, if any, at his own cost.

1.20 All personnel, equipment, material etc. that are to be deployed by the Consultant in connection with conducting the study shall belong to the Consultant and all expenditures on them during the study shall be borne by the Consultant and CWC shall not be responsible for any risks whatsoever to them during the study.

- 1.21 CWC shall not be liable for or in respect of any damage or compensation payable by Law in respect or in consequence of any accident or injury to any personnel deployed by the Consultant and the consultant shall indemnify and keep CWC indemnified against all such damages and compensation and against all claims proceedings, court charges and expenses whatsoever in respect thereof and in relation thereto.
- 1.22 The Consultant within specified time of the occurrence of any accident at the site of study or in connection with the conducting of the study shall report such accidents to the competent authorities in accordance with Law.
- 1.23 The Consultant shall observe all applicable and accepted safety practices for all personnel, equipment and material during the course of study at his own cost.
- 1.24 The Consultant shall comply with all applicable codes and standards as prevalent for performing the study.
- 1.25 The Consultant shall carry out the study as per agreed timelines including mobilization period.
- 1.26 The Consultant shall be responsible for the correctness/completeness of computation/analysis of the various data/aspects of the report to be submitted.
- 1.27 The Consultant shall <u>supply to CWC the literature/documents pertaining to the equipment/instruments</u> to be used in the study free of charge giving the specifications/the make and the tolerance of accuracy etc.
- 1.28 The <u>field data analysis</u> and the other details of the study shall be properly documented to provide confidence that the specified equipment is used and the study is conducted as per required objectives and standards.
- 1.29 The Consultant shall extend full cooperation for inspection of the progress of the study at various stages. The time of such inspection shall be finalised with CWC along with programme of work.
- 1.30 The Consultant shall provide all necessary securities from safety point of view and shall make his own arrangements for the same and security of all equipment and personnel deployed for the study.
- 1.31 <u>All data, technical information</u> as required from time to time to complete the study shall be <u>collected by the Consultant from the Project Authorities/ other agencies</u>.

"Detailed man-month chart" providing for a comprehensive Team of Experts (from water resources systems, irrigation engineering, wildlife, environment & Forests, surveying, agriculture, GIS etc) for the Study and adequate staff (to be outsourced, if necessary) - for 'round the year' primary data collection - should come up in an inception report

2. THE RIGHTS AND DUTIES OF THE CONSULTANT

- 2.1 The Consultant shall exercise all reasonable skill, care and diligence in carrying out the study and shall discharge all his responsibilities in accordance with recognized professional standards/ethics.
- 2.2 The Consultant or his personnel shall not accept any trade commission, discount, allowance or indirect payment or other consideration in connection with or in relation to the study or to the discharge of his obligations.
- 2.3 The Consultant shall not have the benefit, whether directly or indirectly, of any royalty or any remuneration or any gratuity or commission in respect of any patented or projected article or method used for the purpose of the study and as a result of the outcome of this study.
- 2.4 The Consultant will provide all the expert technical advice and skills, which are required for the study for which he/she is engaged. When specialised technical advice or assistance is required, beyond the competence of the Consultant, the same may be obtained with prior permission of CWC. The Consultant sha'l pay for all such assistance and the Consultant shall have full responsibility for the study, which he is expected to complete under the agreement.
- 2.5 The copyright of all documents prepared by the Consultant in connection with the study shall rest with the CWC. The Consultant may take copies of the report of the study but shall not use the contents thereof for any purpose without the prior approval of the CWC.

3. DELIVERABLES

The consultant shall submit following reports at prescribed periods,

- 1. Inception Report
- 2. Interim Report
- 3. Draft Final Report
- 4. Final Report

SI. No.	Name of Project	Period of completion (Months)	Submission of Inception Report (At the end of Months)	Submission of Interim Report (At the end of Months)	Submission of Draft Final Report (At the end of Months)	Submission of Final Report (At the end of Months)
1	Ukai Project	15	3 months	6 months	11 months	15 months
2	Eastern Kosi Canal Project	24	4 months	10 months	18 months	24 months
3	Tawa Project	20	4 months	8 months	14 months	20 months

The Consultant shall also submit the following progress reports on regular basis for information of CWC.

a) Quarterly Progress Report:

This would include major events, schedule versus actual progress, problem, hold ups and action plan, resource deployment and some photographs of the progress during the conducting of the study.

b) Monthly Progress Report:

This progress report would cover various activities of the study works done during the month, deployment of resource i.e. manpower and equipment, constraints, if any and record of number of man-days lost.

The consultant shall make detailed presentation before the committee as and when required.

4. CONDITIONS OF PAYMENT

- 4.1 On signing the agreement, the consultant shall furnish the following guarantee in the form of Bank Guarantee from any Nationalized Bank to CWC.
 - 4.1.1 <u>Bank Guarantee</u>: In relation to advances being paid to the consultant the payments at first stage and second stage the consultant shall furnish tangible securities in the form of bank guarantee or an appropriate indemnity bond for releasing the advanced amount/installments. Guarantees at both the stages will have validity up to a period extending at least 60 days after the submission of draft final reports.

The bank guarantee towards security of mobilization advance shall be @ 110 % of advance so as to enable recovery of not only principal amount but also the interest portion. In case of termination of contract due to default of contractor, the mobilization advance could be deemed as interest bearing advance at an interest rate prevailing at the time of issue of NIT, to be compounded quarterly.

- **4.1.2** <u>Performance Guarantee:</u> To ensure desired standard of work, the consultant shall furnish a Performance Guarantee equivalent to 5% of the amount of financial bid in the form of Bank Guarantee immediately upon signing the MoU. This guarantee shall be valid up to a period extending at least 90 days after the submission of final report. This amount will be released immediately after the satisfactory completion of the work.
- **4.1.3** <u>Security Deposit:</u> Security Deposit @ 2.5% of the gross amount of the bill shall be deducted from each running bill as well as final bill payable to the consultant. This amount will be released 90 days after the satisfactory completion of the work, on a request by the Consultant.
- **4.1.4** <u>Liquidated Damages (LD):</u> If the study is not carried out as per the ToR/MoU and if the quality of study/report is found inferior and for any such deficiency related to the completion of the study, appropriate Liquidated Damages shall be deducted from the bill of the consultant as per the decision of the Technical Advisory Committee (TAC) and it shall be binding on the consultant.
- **4.1.5** <u>Income tax and any other taxes</u>: that may be levied from time to time will be deducted as per the norms of Government of India. GST as applicable from time to time may be claimed by the Consultant on production of proof of payment of GST.

4.2 Penalty

In case of poor performance or delay in the progress of work, CWC shall issue to the consultant a memo (in writing) pointing out poor performance or the delay in progress and calling upon the consultant to explain the causes for the poor performance or delay within 10 days of receipt of memo. If the explanation offered by the consultant is not found to be satisfactory, CWC may forfeit a sum equivalent to the value of the Performance Guarantee and/or withhold the payment of pending bills in whole or in part. The penalty for delay shall be imposed for undue delay in the completion of the contract without valid reasons. The penalty shall be in the form of Liquidated Damage @ 0.5% of the total cost of the consultancy work per fortnight of delay or part thereof, maximum up to 20% of the gross amount. CWC may declare the consultant non-performer and also debar the consultant for taking any future work with CWC for appropriate period as decided by the competent Authority.

4.3 Utilization Certificate: For release of second stage payment, the Consultant shall be required to submit Utilization Certificate in respect of the mobilization advance already released to them, in prescribed format.

The amount released shall be spent for the purpose for which it has been sanctioned. Any part of the sanctioned amount, which is not utilized, shall be refunded to the Central Government immediately after the submission of accounts along with the utilization certificate & final statement of expenditure.

4.4 The stages of release of payments shall be regulated as under:

- Stage I: Mobilization of the necessary survey equipments and personnel at the project site and completion of other preliminary ground works for commencement of actual study. On certification by an inspection team of the progress in the field during their inspection/inspections and after completion of all the activities connected with the study. Demobilization certificate from the Project Authorities may also be obtained.
- Stage II: A total of 15(fifteen) copies of the inception report are to be submitted for its scrutiny by the Technical Advisory Committee (TAC). After approval of inception report by TAC, stage II payment will be released.
- Stage III: A total of 15(fifteen) copies of the draft final report are to be submitted for its scrutiny by the Technical Advisory Committee (TAC). After approval of draft final report by TAC, stage III payment will be released.
- **Stage IV**: After submission of **15 (fifteen)** copies of **final report** along with fifteen sets of pen drives containing soft copy of the report and drawings of the reports completed in all respects to CWC.

SI No.	Stage of Phase of study	Funds to be released	
1	1 Mobilization Advance 20% total cost of study		
2 Inception report		25% total cost of study	
3	Draft Final Report	25% total cost of study	
4	Final Report	30% total cost of study	

TEAM OF EXPERTS & OTHER FIELD STAFF

5.1 The personnel as specified by the Consultant shall carry out the study for respective periods of time indicated therein. Reasonable adjustments in periods, as may be appropriate and agreeable to CWC, shall be allowed to ensure timely completion of the study.

- 5.2 The consultant shall explicitly specify key professional and field STAFF while submitting the proposal.
- 5.3 The Consultant shall <u>designate a Project Leader</u> to be in charge of the study for each project and to be responsible for liaison with CWC. If it becomes necessary to replace any person from the specified list, the Consultant shall arrange for such replacement with a person of having comparable experience. No additional costs shall be paid by CWC in the event of such replacements including replacement for misconduct, inability, violation of law etc.
- 5.4 In respect of all personnel deployed directly or indirectly on study, the Consultant at his own expense shall arrange for all safety provision as per safety codes of CPWD/ISI, Electricity Act/Mines Act, any other regulations/rules/orders/notifications made and such other act as applicable. The Consultant shall observe and abide by all safety regulations.

6. FACILITIES TO BE ARRANGED BY THE CONSULTANT

- 6.1 The Consultant will have to make his <u>own arrangements</u> for transport, accommodation/ stay including supply of water etc to the site camps required for the study.
- 6.2 The Project authorities may at their discretion/availability/convenience provide accommodation, transport etc., allocate land for establishing site camp on rental/payment basis. The Consultant may construct his site office/godown/open yard etc. with required amenities at his own cost.
- 6.3 Providing of all facilities including necessary services to the personnel engaged on the study shall be the responsibility of the Consultant. All manpower, material, consumables, equipment, machine tools, instruments etc. and all other inputs necessary costs for conducting the study shall be the responsibility of the Consultant. R&M of equipment will also be borne by the Consultant.

7. ALTERATIONS, ADDITIONS & OMISSION

7.1 CWC shall have the right to <u>make any variation of any part of the study</u> that may be necessary and considered desirable keeping in view the objectives of the study and ask the consultant to incorporate the same in the overall study/analysis and report writing.

8. ESCALATION, TAXES, DUTIES AND LEVIES ETC.

- 8.1 The financial proposal shall <u>remain firm and fixed till the completion</u> of the study and there shall not be any escalation/revision and shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing/completing the study.
- 8.2 The financial proposals shall be deemed inter-alia to include all costs including insurance, royalties and fees for all types of articles and processes protected by letter patent or otherwise incorporated in or used in connection with the study including octroi and other municipal/local board charges, excise and customs duties, sales tax, port dues, transportation charges, stamp duties, all central/state/municipal taxes/other levies including GST.

9. COMMENCEMENT TIME AND SCHEDULE OF STUDY

- 9.1 Before commencement of study, the Consultant shall draw up a <u>detailed</u> <u>programme of study</u> indicating milestone and timelines of the study and supply it to CWC for review. This schedule shall be finalised <u>in consultation</u> <u>with CWC</u> and followed strictly for conducting the study. During course of the study, any changes or revisions which are considered necessary shall be got approved from the CWC.
- 9.2 On the basis of this schedule <u>a monthly programme</u> shall be drawn up and the consultant shall adhere to the targets as arrived at in this programme by deploying adequate personnel and equipment as necessary as and when required. The Consultant shall also arrange by himself at his own cost, all necessary equipments/spares/materials necessary in scope of work in good time to achieve targets as set out in the programme.
- 9.3 Before commencement of study, the Consultant shall propose a methodology of measuring progress, measurement based on physical realization of the study and such progress recording shall be maintained throughout the period of study. <u>CWC reserves the right to modify the</u> methodology in part or in full.
- 9.4 CWC reserves the right to ask for progress of study and status of study at any time as may be required.

10. MATERIALS, EQUIPMENT AND PERFORMANCE

Procurement, transportation, storage and insurance of various types of all necessary equipments, including spares and material required for conducting

the study and all clearances at various points of entry including the clearance charges shall be the responsibility of the Consultant at his own cost.

The requirement of foreign exchange, if any for purchase of equipments/spares shall be arranged by the Consultant himself at his own cost.

Movement of vehicles, personnel, equipment and materials in the project area shall be regulated as per the project authority requirements.

The Consultant shall present programme and status of study at various review meetings, as and when required. In regard to all technical matters including methodology for carrying out the work, progress recording and analysis, the decisions of CWC shall be final. The Consultant shall also make available all information on the study in review meetings. The Consultant or a senior representative of the Consultant shall participate in these review meetings where progress status, any hold up/slippages, assistance required, any critical issues etc. shall be reviewed and solutions found out. The decision of CWC shall be binding on the Consultant.

The draft report, field data, details of analysis when supplied shall be considered and reviewed by CWC. One copy with approval or comments for amendment shall be given to the Consultant for further work/analysis as the case may be. After needful, the Consultant shall submit again the copy for approval by CWC. On final approval of the report, the Consultant shall supply 15 copies of the report along with its 15 soft copy in pen drives covering the report and drawings.

11. SETTLEMENT OF DISPUTES

All disputes or differences in respect of which the decision has not been final and conclusive shall be referred for arbitration to a sole arbitrator appointed by the CWC with Head quarters at Delhi.

The arbitration shall be conducted in accordance with the provisions of the "Indian Arbitration Act, 1996 or any modification thereof". The decision of the arbitrator shall be final and binding on the Parties thereto. The arbitrator shall determine the amount of costs of arbitration to be awarded to either party.

Performance under the contract shall continue during the arbitration proceedings and payments due to the Consultant shall not be withheld unless they are the subject matter of the arbitration proceedings.

List Of Projects for EIA Study

Annexure-I

SI. No.	Name of the Project	State	Period of Study/ completion period of work (in months)	
1	Ukai Project	Gujarat	15	
2	Eastern Kosi Canal Project	Bihar	24	
3	Tawa Project	Madhya Pradesh	20	

Earnest Money Deposit

Annexure-II

SI. No.	Name of the Project	State	EMD Amount (In Rupees)	
1	Ukai Project	Gujarat	1,50,000	
2	Eastern Kosi Canal Project	Bihar	3,50,000	
3	Tawa Project	Madhya Pradesh	2,00,000	

FORM NO F-1

From	То
Appointment of Consultant for Evaluation of	
Sir,	
I	/ We
Consultant / Consulting FirmHo	erewith enclose Technical proposal for
selection of my / our firm as Consultant for	
Evaluation of	
	for the work of
Irrigation Project	, across
rivernear village	
Dist:	
	Yours Faithfully,
	Signature
	Full Name
	Address

FORM NO. F-2

CERTIFICATE AS TO CORPORATE PRINCIPAL

		certify the	at I
am the Proprietary firm / Secretary of the co	orporation organized	l under byela	IWS
of		ar	nd
thatv	who has signed the	above tender	ris
authorized to bid the proprietary firm / Corpo	oration by authority	of its govern	ing
body.			
Seal	Proprietor	/ Partner	/
Secretary			

FORM NO F-3

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST ------YEARS

- 1. Brief description of the firm
- 2. Outline of recent experience on assignment of similar nature

S.NO	Name of Assignment	Name of Project	Owner or sponsoring authority	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed?
					-		
			1				

Note: Please attach evidence of having completed the assignment satisfactorily.

Form NO F – 4 WORK PLAN TIME SCHEDULE

Sr. No.	Item	Month wise	Month wise programme	

FORM NO F - 5

COMPOSITON OF THE TEAM OF PERSONNEL AND THE TASK, WHICH WOULD BE ASSIGNED TO EACH TEAM MAMBER

Technical .	/ Managerial	staff
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Sr. No.	Name	Position	Task assignment

FORM NO F - 6

SUGGESTED FORMAT OF CURRICULUM VITAE FOR MEMBERS OF CONSULTANT'S TEAM

1.	Name	
2.	Date of birth	
3.	Profession Present designation	
4.	Years of service with firm Nationality	
5.	Area of specialization	
6.	Proposed position in team	

Key qualifications

(under this heading, give outline of staff members` experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff on relevant previous assignments and give dates and location.)

7. Education

(Under this heading, summarise college, university and other specialized education of staff member, giving names of school, colleges etc, attended, degree obtained.)

8. Experience

(Under this heading fill in all position held by staff members since graduation, given date, names of employing organization, title of position held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.)

9. Languages

(Indicate proficiency in speaking, reading and writing of each language as excellent, good or poor)

FORM NO F 7

PROJECT WISE FINANCIAL BID

Conducting Post Environmental (including social) Impact Assessment studies of completed Water Resources Projects

SI. No.	Name of the Project	State	Quoted rates (In figures)	Quoted rates (In Words)
1	Ukai Project	Gujarat		
2	Eastern Kosi Canal Project	Bihar		
3	Tawa Project	Madhya Pradesh		

Dated;

Authorised signatory

Name & Designation

Company seal



WEBSITE NOTICE

Central Water Commission

Expression of Interest (EOI)/ Notice for Pre- Qualification

The Central Water Commission (CWC), an attached office under Ministry of Water Resources, River Development & Ganga Rejuvenation, Govt. of India invites 'Expression of Interest' from eligible Indian Consultants who can be short listed based on their experience and other eligibility criteria, for conducting Environmental Evaluation Studies of six completed Water Resources projects located in four States of India. The proposed study will comprise of Assessment of Environmental (including social) impacts of six selected Water Resources projects as detailed below:

S. No	Name of the Project/State	
1	Ukai Project Gujarat	
2	Durgawati Irrigation Project, Bihar	
3	Eastern Koshi Canal Project, Bihar	
4	Paralkot Dam Project, Chhattisgarh	
5	Sutiyapat Project, Chhattisgarh	
6	Tawa Project, Madhya Pradesh	

Eligibility Criteria

- (i) The Consultant must have completed the assignments of Environmental impact Assessment/ Evaluation studies in pre and post project scenario for Completed Water Resources projects during last 10 years preferably with 2 completed studies cleared by the competent approving committee of Government of India/ State Government.
- (ii) The private or public limited company should be registered under the Companies Act.
- (iii) No penalty (including deduction of certain amount) has been imposed in the last three years on account of delay or partial completion or no completion of work or for violation of any condition of contract.
- Only shortlisted applicants will be issued the "Request for Proposal".
- Central water commission reserves the right to reject any or all applications for pre qualification without assigning any reason.
- Detailed 'Expression of Interest' along with the documents confirming compliance
 to the eligibility criteria should be uploaded in TCIL portal for e-tendering
 (https://www.tcil-india-electronictender.com) within 45 days from the date of
 publication of this notice.
- Special instructions to bidders for e-Tendering are given in Annexure-I.

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CENTRAL WATER COMMISSION

PRESS NOTICE

Expression of Interest (EOI)/ Notice for pre-Qualification

- Central Water Commission (CWC), an attached office under Ministry of Water Resources, River Development & Ganga Rejuvenation, Govt. of India, invites 'Expression of Interest' from eligible Indian Consultants who can be short listed based on their experience and other eligibility criteria, for conducting Environmental Evaluation Studies of six completed Water Resources projects located in four States of India through etendering system.
- Eligibility criteria and other details are available on TCIL website URL https://www.tcil-india-electronictender.com, Central Water Commission's website www.cwc.gov.in and CPP Portal www.eprocure.gov.in.
- 3. Only shortlisted applicants will be issued the "Request for Proposal".
- Central water commission reserves the right to reject any or all applications for pre qualification without assigning any reason.
- Detailed 'Expression of Interest' along with the documents confirming compliance to the eligibility criteria should be uploaded in TCIL portal for etendering (https://www.tcil-india-electronictender.com) within 45 days from the date of publication of this notice.

Dy. Director, EIA Dte. CWC 011:26170330