बिहार सरकार

WATER RESOURCES DEPARTMENT
GOVERNMENT OF BIHAR

REQUEST FOR PROPOSAL (RFP)
FOR
CONSULTANCY SERVICES FOR THE WORK
OF
Preparation of Environmental Impact Assessment Report of "Irrigation through Pipe Distribution Network in Punpun irrigation Project"

OFFICE OF THE EXECUTIVE ENGINEER,
MASTER PLANNING INVESTIGATION & PROJECT
PREPARATION DIVISION-2
JAL SANSADHAN BHAWAN
ANISABAD, PATNA-800002

COST OF RFP

The soft copy of the RFP may be downloaded from the website: https://eproc2.bihar.gov.in. The bidders are required to pay the cost of RFP Rs. 10,000/- (Rupees Ten Thousand) Only (non-refundable) using an online payment system available on e-procurement portal. No other mode of payment will be accepted. Bidder has to pay Bid Processing Fee separately before submission of bid as per the norms of e-procurement portal.

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Office of Executive Engineer,
Master Planning Investigation and Project Preparation Division-2,
Jal Sansadhan Bhawan, Block "A", Room No. 502,
Water Resources Department, Govt. of Bihar, Anisabad, Patna- 02.
Email: pippmpat@gmail.com

Letter No. - यो० / प्र0–2 / 01 / प्रेशराईजड पाईप पुनपुन / 2021– 879 Dated 13-10-2026

Letter of Invitation

"Consultancy Services for Preparation of Environmental Impact Assessment Report for irrigation through Pipe Distribution Network in Punpun irrigation Project."

Request for Proposal (RFP) is being invited in two bid system (Technical & Financial) by Executive Engineer, Master Planning Investigation & Project Preparation Division-2, Anisabad, Patna on behalf of the Governor of Bihar from only those selected consultants found responsive for carry out study which will include environmental baseline survey of project, collection of Primary data, land use-land cover soil type and drainage pattern, broad survey of the existing ecology at project site, Preparation of Environment monitoring programme, public Consultation / public hearing, Environmental cost estimate and analysis of budget, and preparation of Environmental Impact Assessment report and Environmental management Plan thereof for the above captioned work, in response to the Notice Inviting Expression of Interest no. 01/2026-27 Dated-31.07.2026 and Departmental letter no. 2320 dt.06.10.2026 -same as- Chief Engineer, Master Planning Investigation and Project Preparation, Water Resources Department, Patna letter no. 1371 dt.08.10.2026.

Sl.no	Name of Consultant	Address of Consultant	E-mail
(i).	Centre for Envotech & Management Cnsultancy Pvt. Ltd.	Plot No.522/3458, Pahal, Bhubaneswar	Cemc_consultancy@yahoo.co.in/ cemcpat@gmail.com
(ii).	Mitcon Consultancy & Engineering Services Ltd.	1st Floor, Kubera Chambers, Shivajinagar, Pune 411005, Maharashtra (India)	bd@mitconindia.com
(iii).	M/s Technogreen Solutions Limited	202, Hem Opal, Plot No. 26, Ekta Society, Wakadewadi, Pune 411005	consulting@techknowgreen.com

1. **Date and Time of Pre-Proposal Conference:** The purpose of the Pre-Proposal Conference will be to clarify issues and clearing doubts, if any about scope of works only. The Pre-Proposal Conference will be on 24.10.2026. at 03:00 pm in the meeting hall of Chief Engineer, Master Planning Investigation and Project Preparation, Water Resources Department, Patna. In the event of the specified date for Pre-Proposal Conference being declared holiday, the Pre-Proposal Conference will be commenced at the same time & location on the next working day.

2. **Submission of Technical and Financial Proposal:** Proposal will be submitted in two bid system namely **technical bid & Financial bid.**

   - **Technical bid** will consist of technical credentials such as -
     i) Expertise of Technical firms /Consultant. Joint Venture is not allowed.
     ii) Methodology to be adopted for the assigned work.
     iii) Experience certificate for the completion of such work or work of similar in nature. Experience Certificate of submission of Completed EIA Report must be issued by Engineer-In-Charge (Not less than the rank of Executive Engineer). Relevant documents must be uploaded.
     iv) Key personnel details, assigned to this work.
     v) Other details.

   - **Financial bid** will be submitted which will consist of quoted price on Lump-sum basis for the work as per Financial Form-2.

   - Date and time of submission of RFP is from 15.10.2026 up to 30.10.2026 up to 15:00 hours (IST) in online mode on website http://eproc2.bihar.gov.in. The Water Resources Department Govt. of Bihar doesn't take any responsibility for delay/non submission of RFP or non-reconciliation of online payment caused due to Non-availability of Internet Connection, Network traffic/holidays or any other such reason. This Letter of Invitation has also been posted on website https://wrd.bihar.gov.in, http://prdbihar.gov.in and http://eproc2.bihar.gov.in.

   - The agencies must submit their offer in a two-bid system the Technical Proposal along with bid security/earnest money of Rupees Three lakhs and Financial Bid containing financial proposal along with its justification.

3. **Date & Time of opening of Technical Proposal:** Date and time of opening of RFP (Technical) is 30.10.2026 up to 15:30 hours (IST) in online mode on website http://eproc2.bihar.gov.in. The shortlisted agencies are required to present their Technical Presentation on the specified date notified later. The selection of agencies is for this specific assignment only. Water Resources Department, Govt. of Bihar reserves the right to cancel/hold the short-listing process at any time without prior intimation.

4. **Date & Time of opening of Financial Proposal:** After final short listing of agencies on the basis of Technical Criteria and Technical Presentation a date for Financial Proposal opening will be specified and information will be communicated to technically responsive agencies.

5. **Cost of Bid Document/Tender Fee:** The BSEDC Processing Fee of Rs. 1180/- (Rupees One thousand one hundred eighty) only and RFP Document Fee Rs. 10,000/- (Rupees Ten Thousand)Only has to be paid through e-payment mode only by online payment gateway.

6. **Earnest Money:** The Consultant shall furnish Earnest Money of Rs. 3,00,000/- (Rupees Three Lakh Only) duly pledged in favour of Executive Engineer, Master Planning Investigation and Project Preparation Division-2, Patna and shall be in the form of Un-conditional Bank Guarantee issued from any schedule Indian Bank or by online payment

gateway (e-payment mode) using Credit/Debit Card, Net Banking, NEFT/RTGS or other e-payment mode as mentioned in the Bihar Financial Rules/E-Tendering Procurement.

7. **Date sheet:**

#	Information	Details
(i).	Website for submission of proposal	https://eproc2.bihar.gov.in
(ii).	Date and Time for submission of RFP	15/10/2026 to 30/10/2026 Upto 15:00 hrs (IST)
(iii).	Date of Pre-Proposal Meeting	15:00 hrs (IST) on 24/10/2026
(iv).	Date of Opening of Technical Proposal	15:30 hrs (IST) on 30/10/2026
(v).	Date of Opening of Financial Proposal	As mentioned in Sr. No. 4

8. **For any support related to e-procurement process, agencies may contact at following toll-free no. or address: -**
mjunction services limited,
RJ Complex, 2nd Floor, Opp Vidyapeeth Institute,
Khajpura, Ashiana Road, P.S. Shashtri Nagar, Patna-800014.
Email Id: eproc2support@bihar.gov.in
Toll Free No. 1800 572 6571

9. **Duration of Contract Period:** 15 Months (Fifteen Months) from the date of issue of work order.

10. **Conditions.**

- The Undersigned will not be responsible for any expenditure made by consultants against taking part in this RFP and for any delay in receiving the RFP.
- The undersigned reserves all rights to accept or reject any or all RFP without assigning any reason thereof.
- The undersigned reserves the right to extend or cancel the invitation without assigning any reason.
- Interested agencies may obtain further information at the address given below from 10:30 to 17:00 hours (IST) on all working days.

  Executive Engineer, Master Planning Investigation & Project Preparation Division-2, Jal Sansadhan Bhawan, Anisabad, Patna-800002, Phone – 9471004696, E-mail: pippmpat@gmail.com

Sd/-
(Executive Engineer)
Master Planning Investigation & Project
Preparation Division-2, Patna.

Section 2
Information to the Consultant Regarding the Procedure for Submission of Proposal

2.1. Introduction

2.1.1. The Water Resources Department, Government of Bihar (named as department) decided that a "Request for Proposal" from reputed consultants to be invited for Preparation of Environmental Impact Assessment for Irrigation through Pipe Distribution Network in Punpun Irrigation Project. Accordingly, the Executive Engineer, Master Planning Investigation and Project Preparation Division-2, Patna-800002, Bihar invites RFP from the shortlisted consultant, on behalf of the Governor of Bihar from the interested consultants for Consultancy Services for above-mentioned project. The Proposals would form the basis for future negotiation and thereby entering an agreement (contract) between the Consultants and the Employer (Executive Engineer) for above services.

2.1.2. A description of the (job) assignment and its objective are given in Terms of Reference (TOR).

2.1.3. The (Job) assignment will be implemented in accordance with the time schedule indicated in the TOR.

2.1.4. The Consultants are expected to visit the concerned department's office, i.e., The office of the Executive Engineer, Master Planning Investigation & Project Preparation, Division-2, Jal Sansadhan Bhawan, Anisabad, Patna - 800002 to obtain firsthand information on the assignment and the site conditions. Consultants should inform the department's office for their site visit(s) in advance. The Consultants must fully acquaint themselves of local conditions and take them into account in preparing the proposals.

2.1.5. Consultants should note that the costs of preparing the Proposals / Proposals for negotiating the contract, including visits to the office or sites are not chargeable to the department, therefore it is not reimbursable.

2.1.6. The Executive Engineer, Master Planning Investigation and Project Preparation Division-2, Patna, Bihar reserves the right to reject any or all proposals submitted in response to this invitation without assigning any reason thereof.

2.1.7. At any time before the submission of proposal, the WRD, GoB may for any reason, whether at its own initiative or in response to a clarification requested by consulting firm, may modify the documents by Amendment, the amendment will be notified in writing or through departmental website and on e-procurement portal (eproc2) to all consulting firms and the same will be binding on them. The WRD, GoB may at its discretion extend the deadline for submission of proposals. The consultants are hereby invited to submit RFP/Bid Document for Consultancy Services for Preparation of The Environmental Impact Assessment for Irrigation through Pipe Distribution Network in Punpun Irrigation Project by e-procurement portal (eproc2.0).

2.2. Instruction to Consultant

2.2.1. A consultant shall submit only one RFP; Violation of this condition is liable to disqualify the RFP in which such consultant has participated and earnest money (EM) of all such consultants shall stand forfeited.

2.2.2. To obtain firsthand information on the assignment and on the local conditions, consultants are requested to have a visit to WRD Offices and at any other places as deemed fit before submitting the proposal. The Consultants are advised to visit and examine the site where the work is to be executed and also its surroundings or other area as deemed fit by the consultant and obtain all information that may be necessary for preparing the RFP and execution of the agreement (Contract) for themselves at their own responsibility. The cost of visiting the site and collection of relevant data shall be borne by the consultants. It is a pre-condition of the proposal that the consultant is deemed to have visited the site and is satisfied with all the conditions prevailing including any difficulties in preparation of Environment Impact assessment Report. The consultant must be fully aware of local site conditions and take them into account in preparing the RFP.

2.2.3. The Consultants must obtain all the information including risks, contingencies & other circumstances in preparation of Environment Impact assessment Report for themselves on their own responsibility and cost they must also carefully read and understand all their obligations & liabilities given in proposal documents.

2.2.4. The Financial Proposal must be prepared & signed by the authorized representative of the consultants the letter of authorization must be confirmed by a written power of attorney accompanying the Proposals. All pages of the financial Proposal must be initialed by the person or persons signing the Proposal. All the pages of the RFP documents submitted by consultant shall be stamped.

2.2.5. Any Proposal received without proper & Sufficient Earnest Money shall not be considered and shall be summarily rejected.

2.2.6. Executive Engineer, Master Planning Investigation and Project Preparation Division-2, Anisabad, Patna-2, Bihar reserve the right to cancel or postpone the proposal submission/opening date and to accept/reject any or all proposals without assigning any reasons thereof Executive Engineer, Master Planning Investigation and Project Preparation Division-2, Anisabad, Patna-2, Bihar assessment of suitability as per eligibility criteria shall be final and binding.

2.3. Proposal Validity

The validity of the RFP shall be (120 days) One hundred Twenty days from the date of opening of the financial proposal.

Financial Proposal

2.3.1. The consultancy firms are requested to submit the Financial Proposals (RFP) in English language.

2.3.2. The Financial proposal (RFP) should list the costs associated with performance of the assignment. The details (break-down) of costs / expenses may be presented in following manner-

1. Summary of costs/Summary of consultancy fees.
2. Cost on surveys, investigation. Data collection & studies etc.
3. Costs on Remuneration for Professional/ sub - professionals involved in Field Works should be included under this sub-head;
4. Costs on Remuneration for staff: Professional/ sub - professionals for data Analysis and writing Reports.
5. Costs: Per Deemed Expenses, Out of Pocket Expenses. Accommodation. Per Diem Charges, Housing/ Lodging. Subsistence, Transportation, Travels and Local conveyances.
6. Cost of hiring of Equipment's, Computer Hardware & Software, Survey Instruments, Furniture and Supplies, consumable, Stationeries.
7. Costs on Printing of Documents. Reports and Drawings / Maps All Deliverables/all copies.
8. Miscellaneous Expenses: Communication. Fax, Postages, Parcels, Office rentals, Electricity, Power and water charges and other incidental charges.
9. Overhead Charges.
10. Taxes, Insurances etc. (Including GST & Labour Cess).
11. Arrangement of Site visit of WRD Officers.

Please note that all activities and items needed must be priced separately, activities and items needed but not priced in breakdown of costs, shall be assumed to be included in the prices of other activities or items.

2.3.3. Financial Proposals/Costs may be expressed in Indian Rupees only.

2.3.4. Financial Proposal should be on Lump Sum basis (not in Percentage basis) only.

2.3.5. The Consultant shall quote their rates of each and every item of the Financial Proposal for completing the total scope of work. The amount quoted should also include the costs associated with the complete assignment and remuneration for staff (in the field, office etc), accommodation, transportation, all Complete. Printing of documents, surveys, data/sample collection and public consultation etc. The Financial Proposal should clearly show the amount without any pre-conditions attached to such amounts. No price adjustment /escalation shall be applicable and the rates as accepted shall remain firm and hold good till the completion of the project report in all respects.

2.3.6. The financial Proposal shall take into account all types of the tax liabilities and cost of insurance as under, the rates quoted by the Consultants shall be inclusive of all taxes (including GST), duties, fees, levies and other impositions levied under the laws.

1. Limitations of the Consultant's Liability towards the Department WRD, GoB: Except in case of negligence or willful misconduct on the part of the consultants or on the part of any person or firm acting on behalf of the consultants in carrying out the Services, the Consultants, with respect to the damage caused by the Consultants to the department (WRD) s property, shall not be liable to the department
   a) For any indirect or consequential loss or damage, and.
   b) For any direct loss or damage that exceeds:
      - the total payments for Professional Fees and Reimbursable expenditures made or expected to be made to the consultants hereunder, or
      - The proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability whichever is higher.
2. The Limitation of liability shall not affect the Consultants' liability, if any for damage to third Parties caused by the Consultants or any person of firm acting on behalf of the Consultants in carrying out the Services. The risk and coverage shall be as follows
   a) Third Party Motor Vehicle Liability Insurance as required under existing Motor Vehicles Act in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-Consultants or their Personnel for the period of Consultancy.

b) Department (WRD)'s Liability and Workers' Compensation insurance in respect of the Personnel of the Consultants and of any Sub-Consultant, in accordance with the relevant provision of the Applicable Law, as well as with respect to such personnel, any such life. Health, accident, travel or other insurance as may be appropriate.

It may please be noted that all insurance and policies should start from the date of commencement of services and remain effective as per relevant requirements of Contract Agreement.

2.3.7. Consultants may carefully note that they are liable to be disqualified at any time during evaluation of Proposal process itself in case any of the information furnished by them is not found to be true. In addition, the EM of such Consultant shall be forfeited. The decision of Department (WRD, GoB) in this respect shall be final and binding.

2.4. Earnest Money

2.4.1. The Consultancy Firms shall furnish Earnest Money of Rs. 3,00,000/- (Rupees Three Lakh Only) duly pledged in favour of Executive Engineer, Master Planning Investigation and Project Preparation Division-2, Patna and shall be in the form of Un-conditional Bank Guarantee issued from any schedule Indian Bank or by online payment gateway (e-payment mode) using Credit/Debit Card, Net Banking, NEFT/RTGS or other e-payment mode as mentioned in the Bihar Financial Rules/E- Tendering Procurement.

The BSEDC Processing Fee Rs. 1180/- (Rupees One thousand one hundred eighty) Only and RFP Document Fee Rs. 10,000/- (Rupees Ten Thousand Only) has to be paid through e-payment mode only by online payment gateway.

2.4.2. Any Proposal not accompanied by an acceptable Earnest Money and not secured as indicated in sub-clause 2.4.1 above, shall be rejected and declared as non-responsive.

2.4.3. The Earnest money of unsuccessful Consultants will be returned/refunded as promptly as possible after proposal validity period without any interest.

2.4.4. The Earnest money may be forfeited in following cases,

1. If the Consultant withdraws the Proposal after Proposal opening during the period of Proposal validity,
2. If the Consultant does not accept the correction of the Proposal Price
3. In the case of a successful Consultant, if the Consultant fails within the specified time limit to
   a) sign the Agreement; or
   b) furnish the required Performance Security

2.5. Performance Security and Security Deposit

2.5.1. Within ten days of letter of acceptance, the successful Consultant shall deliver a performance security in the name of Employer (Executive Engineer) and in the form of unconditional Bank guarantee issues from any schedule Indian bank within the state of Bihar (If issued from any bank outside the state of Bihar, it will be converted/lien to a Bank Guarantee from any bank within the state of Bihar before executing the agreement) for an amount equivalent to 2% (rounded in hundred Rupees on higher side) of proposal amount with a validity period upto specified completion period of the assignment. After agreement with successful consultant his EM will be released/ refunded as early as possible without any interest.

2.5.2. Amount equivalent to 8% (Eight) of the Bill shall be deducted by Executive Engineer, Master Planning Investigation and Project Preparation Division-2, Anisabad, Patna and kept in department as security deposit from each running account bill & final bill. Thus, total security deposit will be 10% (ten) including 2% (Two) performance security The Security deposit shall on demand be refunded to the consultant without any interest within the 30 days from the date of successful completion of services after deducting the amount recoverable from the consultant.

2.5.3. Completion of Job (assignment): After successful completion of Environmental Impact Assessment Report and after answering & disposal of all comments of WRD GoB and MoEF & CC/ SEIAA. The department will declare the Completion of the Job of the Consultant. The 8% (Eight) percent of security deposited will be released to the consultant after declaration of Completion of job by department and 2% (Two) percent of security deposited will be released after Construction of the proposed work or after three years whichever comes earlier.

2.6. Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of proposal and recommendations for the award of a contract shall not be disclosed Consultant or any other persons not officially concerned with such process until the award to the successful Consultant has been announced. Any effort by a consultant to influence the Departments, processing of proposal or award decisions may result in the rejection of his Proposal.

2.7. **Clarification of Financial Proposal**

To assist in the examination, evaluation and comparison of Proposal, the Employer may, at his discretion, ask any Consultant for clarification of his Proposal, including breakdowns of unit rates. The request for clarification and the response shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the financial proposal.

2.8. **Correction of Errors**

2.8.1. "Financial proposal/determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows: Where there is a discrepancy between the rates in figures and in words, the rate in words will govern.

2.8.2. Seriously unbalanced proposal will not be acceptable, decision of the department regarding this will be final and binding over the consultant.

2.9. **Corrupt or Fraudulent Practices**

The department will reject a proposal for award if it determines that the Consultant has engaged in corrupt or fraudulent practices.

Section 3
Terms of Reference (ToR)

The Environmental Impact Assessment for "Irrigation through Pipe Distribution Network in Punpun Irrigation Project." will comprise of the following study details and related environmental aspects in conformity with the prescribed generic structure as per MOEF Notification 14th September 2006 and amended thereafter.

3.1. Introduction:

The Punpun Barrage Scheme was initially considered by the Advisory Committee in its 77th meeting held on 03.08.2001 and approved at a cost of Rs.102.26 crore. The project was conceptualized to harness the water potential of the Punpun River for irrigation through an open canal system. The barrage was constructed at Hamidnagar village, Goh block, Aurangabad district, between 2001 and 2008. Although the barrage construction was successfully completed, the distribution network could not be executed due to challenges in land acquisition and increasing socio-economic resistance from affected landowners. In recent years, the Water Resources Department (WRD), Government of Bihar, has made several attempts to resume the canal works; however, farmers along the alignment have continued to demand compensation at current Minimum Value Register (MVR) rates. These agitations necessitated a shift from the conventional gravity-based system to a more feasible Underground Piped Distribution Network. The revised approach eliminates the need for permanent land acquisition and reduces overall project cost, with compensation limited to standing crops. Accordingly, the revised project has been prepared under the title "Irrigation through Pipe Distribution Network in Punpun Irrigation Project" to provide irrigation in a Culturable Command Area of 30,602 Hectare.

Salient features of the project attached.

3.2. Objective of the project

The objective of the present assignment has been prepared as Detailed Project Report comprising of Techno-economic feasibility study by converting canal-based distribution system to underground piped distribution network with micro irrigation for improving water use efficiency duly indicating savings in water by studying various alternates. This also includes techno-economic analysis of the alternatives for supplying water demand of the area which is required for irrigation. The report shall establish the technical feasibility and economic viability of the proposed water supply for irrigation. As per this scope of the agreement the following options are studied:

(a) By using the same alignment for converting the gravity closed conduit, locating inlet points for each Chak.

(b) A centralized pumping system is proposed near the diversion barrage, along with an additional pumping station at Kansua Village. The system includes the construction of an intake well and pump house, providing direct pressurized water supply through pipelines to the distribution network for a micro-irrigation system.

Based on the above studies, the project has been conceptualized to irrigate a Culturable Command Area (CCA) of 30,602 hectares across four districts—Aurangabad, Arwal, Jehanabad, and Patna. Two main pipelines originate from the intake well, with lengths of 39.52 km and 76.95 km, respectively. A primary, secondary, and tertiary distribution pipeline network, totaling 1,760.439 km in length, has been designed as an underground pipeline system.

STRATEGY OF GOVT. FOR PROJECT IMPLEMENTATION

The Water Resources Department, Government of Bihar, has undertaken an ambitious initiative to modernize the state's irrigation infrastructure by replacing the traditional open canal system with a pressurized piped distribution network in the Punpun command area. The key objective of the modernization of the Punpun Barrage Scheme is to provide reliable and assured irrigation to water scarce regions on the right bank of the Punpun Basin, where irrigation coverage continues to lag significantly behind national average.

3.3. Salient Features of Irrigation through Pipe Distribution Network in Punpun Irrigation Project

Sl. No	Items	Description
1	Name of the Project	Irrigation through Pipe distribution Network in Punpun Irrigation Project
2	Type of Project	Irrigation
3	Location	
3.1	River	
	(a) Name	Punpun River
	(b) State (s)	Bihar
3.2	River/Tributary	Punpun River
	Basin	Ganga basin
3.3	Head works	

	(a) Barrage	Goh block of Aurangabad district.
	(b) Intake well	U/s of right side of Barrage
	(c) Command area	Aurangabad, Arwal, Jehanabad and Patna
3.4	Name of village near head work	At Hamidnagar village
3.5	Location of Head-Work	
	(a) Longitude	84° 38'0" E
	(b) Latitude	25° 4'0" N
	(c) Lies in Earthquake Zone	Aurangabad & Arwal districts in Seismic Zone III (Moderate risk)
		Patna & Jehanabad districts in Zones III and IV (Moderate to High risk)
3.6	Project area	
	(a) Degree sheets	84° 15'0" E to 85° 15'0" E 24° 45'0" N to 25° 30'0" N
	(c) Index Plan	Attached
3.7	Access to the project	
	(a) Airport	Gaya - 59 km & Patna - 118 km
	(b) Rail head	9 km from Aurangabad city
	(c) Road	NH-139 & NH19 (Aurangabad-Patna
4	International/Interstate aspects	Not Applicable
5	Irrigation (ha.)	
5.1	As per approved	101th TAC

	(a) Gross Command Area (GCA)	17101 ha
	(b) Culturable Command Area (CCA)	13680 ha
	(c) Area under Irrigation	
	(1) Kharif	10380 ha
	(ii) Rabi	3300 ha
	(iii) Gross irrigation arca (GIA)	13680 ha
	(iv) Intensity of Irrigation	100%
	(v)District(s)benefited	Aurangabad, Jehanabad and Patna
5.2	Present Proposed Project	
	(a) Gross Command Area (GCA)	43,716 ha
	(b) Culturable Command Area (CCA)	30,602 ha
	(c) irrigated Command Area (ICA)	27,542 ha.
	(d) Area under Irrigation	
	(i) Kharif	25,665 ha
	(ii) Rabi	24,254 ha
	(ili) Gross irrigation area (GIA)	49,919 ha
	(iv) Intensity of Irrigation	181%
	(v) District(s) benefited	Aurangabad, Arwal, Jehanabad and

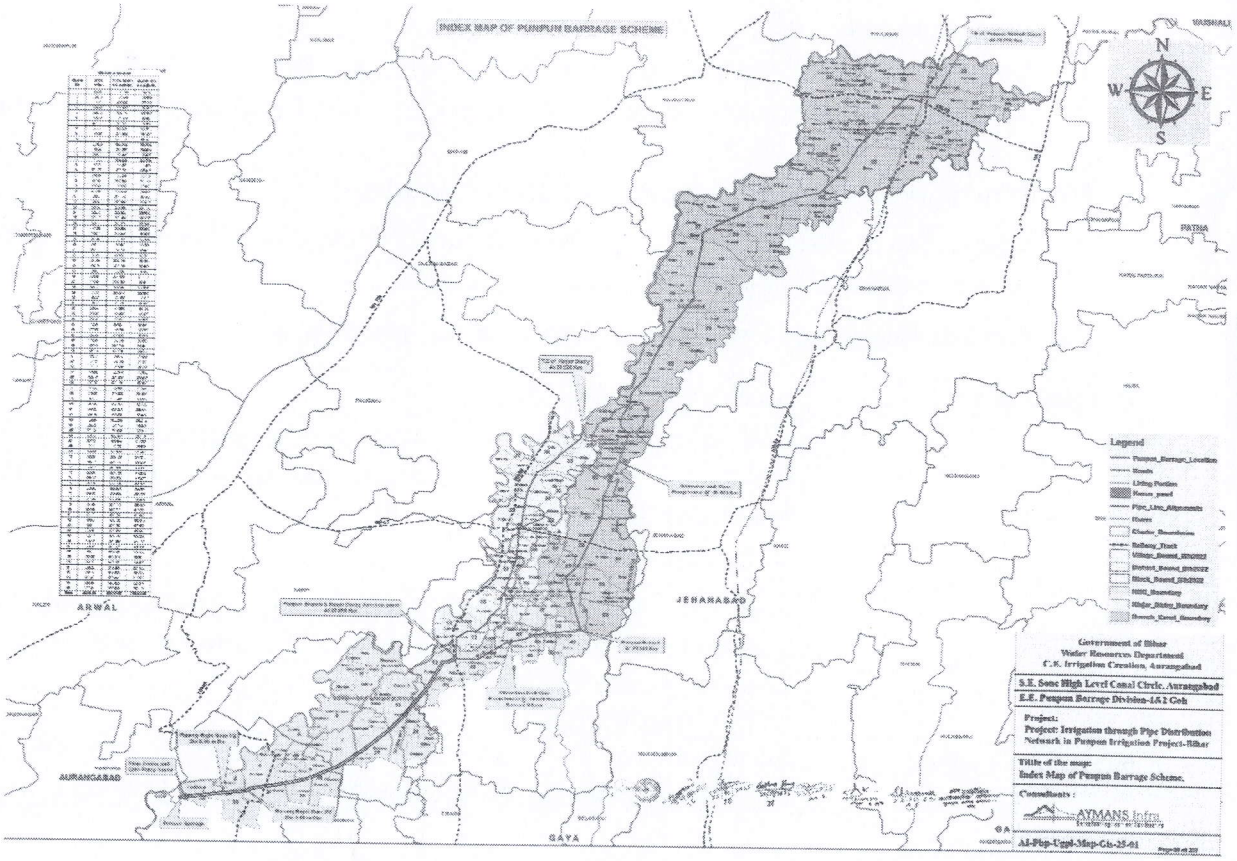
		Patna		
	(vi) Tehsil(s)/Taluk(s)/ Block(s)	Aurangabad district: Goh. Arwal district: Sonbhadra Bansi Suryapur, Kurtha and Karpi. Jehanabad district: Ratni Faridpur and Jehanabad. Patna district: Paliganj, Masauri and Punpun		
5.3	Benefited area district wise			
	Districts	GCA (ha.)	CCA (ha)	ICA(ha)
	Aurangabad	3223.77	2256.64	2030.97
	Arwal	8494.23	5945.96	5351.37
	Jehanabad	8844.74	6191.32	5572.19
	Patna	23153.71	16207.60	14586.84
	Total	43716.45	30601.52	27541.37
6	Hydrology			
6.1	Catchment area	3314 Sq.Km.		
6.2	Barrage Details			
	Design Discharge	4300 cumecs		
	Average Rainfall			
	Length of Barrage	178.00 m		
	Head Regulator	At right side		
	Bed Level	70.91 m		
	H.F.L.	80.00 m		

	Pond Level	76.83 m
	Afflux	0.30 m
	Under Sluice Bay	2 no of 10 m width
	Barrage Bay	12 no of 10 m width
	Pond Level	76.83 m
	Afflux	0.30 m
	Under Sluice Bay	2 no of 10 m width
	Barrage Bay	12 no of 10 m width
7	Canal System(Original)	
	(i)Right Main Canal	25.72 cumecs/ Length 28.89 Km
	(ii)Kinjar Distributory	3.85 cumecs/ Length 15.245 Km
	(iii)Punpun Branch Canal	21.85 cumecs/ Length 45.80 Km
8	UGPL System (Proposed)	
	(i)Clusters	95 numbers(ICA Range from 42.36 ha to 832.29 ha)
	(ii)Chak	1621 numbers(ICA Range from 20.00 ha to 50.00 ha)
	(iii) Rising Right Main-1/2	39.520 km (2500mm dia/7.81 cumec)
	(iv) Rising Right Main-2/2	76.950 km (3000mm dia/19.74 cumec)
	(v) Intakewell Ditension tank & Pump house	At Off-taking point right side of Barrage
	(vi) Ditension tank & Pumphouse	At Kansua village
	(vii) Delivery Cistern &	At Kinjar distributary

	Pump house	At Punpun branch
	(viii) Lining work	3.10 km in Kinjar distributary 5.50 km in Punpun branch
	(ix) Primary Secondary distribution network	Range of dia from 63 mm to 1000 mm and total length 1355.189 km
	(x) Territory distribution network	90 mm dia total length 405.25 km
	(xi) Material used in pipeline	MS , DI and O-PVC
	(xii) Other proposals	30% B-land cost Standing crop compensation
8	Project Details	
8.1	Cost of the Project	
	(i) Original Estimate Cost	Rs.102.26 crore @ Price Level 2000
	(ii) Revised Estimate Cost	Rs.199.41 crore @ Price Level 2005
	(iii) Revised Estimate Cost	Rs.658.12 crore @ Price Level 2009
	(iv) Proposed estimate cost	Rs.3097.77 crore @ Price Level 2025
8.2	Completion period (intial)	Year 2001 to 2010 (Barrage)
8.3	Status of completion	Barrage Completed and distribution hold
8.4	Approvals	
8.4.1	CWC (Techno-Economical)	(i) Original estimate approved vide letter no.- 16/27/2001-PA(N)- 77th TAC of MoWR dated on 03.08.2001. (ii) Revised Estimate approved

		vide letter no.- 2(354)/2007-WR 89th TAC of MoWR dated on 05 October 2007. (iii) Revised Estimate approved vide letter no.- 16/27/2001-PA(N)-101th TAC of MoWR dated on Nov 2009. No.2(354)/2001-WR dated 13.01.2006 of Planning Commission.
8.4.3	State Clearance	(i) Original Estimate approved vide letter no.-No.2(354)/2001-WR dated 13.01.2006 of Planning Commission. (ü) Revised Estimate approved vide letter no.-.....dated 10.03.2010 of Planning Commission.
9	B.C. Ratio	1.69
10	Construction period	Year 2025-28

MAP:-



3.4 SCOPE OF WORK

OBTAINING TERMS OF REFERENCES FROM MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE (MOEF & CC)/STATE ENVIRONMENT IMPACT ASSESSMENT AUTHORITY (SEIAA).

Based on provided data, preparation of pre-feasibility report and online application of TOR and obtain Terms of reference from MoEF & CC/ SEIAA.

3.4.1. OBTAINING ENVIRONMNETAL CLEARANCE FROM MOEF& CC/SEIAA

Based on Terms of Reference includes and compliance of all conditions mentioned in it and includes all points as mentioned below:

The Environmental Impact Assessment document for Aforesaid Irrigation Project will comprise of the following study details and related environmental aspects; in conformity with the prescribed generic structure. (Appendix III/ MOEF Notification 14th September 2006).

3.4.2. INTRODUCTION

Since project doesn't involve any submergence and water conductor system consists of Pipeline, Pumping distribution chambers and Command area, it is to carry out EIA study based on secondary data and limited primary data to substantiate secondary level information.

3.4.2.1. THE EIA REPORT WOULD COVER THE FOLLOWING ASPECTS:

1. General introduction giving details of the salient features of the proposed project.

- Layout map of the project to be given along with contours with project components clearly marked with a proper scale and printed at least on A3 scale for clarity.
- Study area to be demarcated properly on the appropriate Scale map.
- Sampling sites to be depicted on map for each parameter with proper legends.

2. The study area would comprise of the following:

- Study area would comprise of area 2.5km buffer on either side of pipeline (water conductor system) and command area.

3.4.2.2. THE SAMPLING WILL BE DONE AT FOLLOWING LOCATION:

Parameters	Sampling locations
Air	Soil samples to be collected along pipeline (main water conductor system; rising main and under gravity) - As per Standard Guideline. In command area.
Soil	Soil samples to be collected along pipeline (main water conductor system; rising main and under gravity) - As per Standard Guideline. In command area.
Noise & Traffic	Samples to be collected along pipeline (main water conductor system; rising main and under gravity) - As per

	Standard Guideline In command area.
Vegetation Sampling	Vegetation Mapping to be done in forest area along pipeline (main water conductor system, rising main and under gravity) at As per Standard Guideline. In command area.
Water Quality	Surface/ground water samples to be collected alone pipeline (main water conductor system, rising main and under gravity) - As per Standard Guideline. In command area.

3.4.2.2. DETAILED METHODOLOGY FOLLOWED FOR THE ANALYSIS OF VARIOUS PARAMETERS REQUIRED IN EIA.

Various details regarding the project layout etc. would be depicted in proper scale maps like:

- location map of proposed project.
- location map of the study area indicating main project features.
- Soil map of the command area.
- False Color Composite (FCC) generated from satellite data of project area and land use/ land Cover prepared from these images.

3.4.2.3. BASELINE STUDIES:

The baseline studies (primary data) shall consist of limited field as highlighted above which will be primarily to substantiate secondary data. The details of baseline data/information that would be collected are as follows:

Physical Environment:

i. **Topography:** Topography, ground conditions, altitude, slope, etc.

ii. **Soil and Geology:** Soil type and its characteristics, soil erosion and landslide problem, and geology of the area.

iii. **Water Environment:** An inventory survey of all water bodies located within the project site, giving details of protected areas in the vicinity of 25 km of the project location, along with their usage and importance for the local population. Study of the hydrology of the project. The natural drainage of the project region, the existing drainage pattern of the project, runoff flow direction, possible flooding, and erosion will be collected. The information on the groundwater table, the groundwater availability in the project area, and the exploitation of groundwater will be collected from secondary sources.

iv. **Meteorological Data**

Meteorological data covering maximum and minimum wind speed, wind direction, rainfall, relative humidity and temperature for the last 10-year period will be collected from the nearest IMD Meteorological station. The history of special weather phenomena like cyclones, cloud bursts, etc., will be collected from the nearest meteorological station for a period of 50 years. The wind

velocity, wind direction and wind rose, rainfall, temperature and relative humidity along the proposed alignment will be recorded during the study period.

v. **Environmental Quality:**

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

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

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

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

- ***Ambient Air Quality*:** Ambient air quality monitoring will be carried out along the project stretch covering different categories of land use, viz., residential, commercial/industrial and sensitive zones like schools, colleges, and hospitals, with a frequency of twice a week for one month at different locations covering the sensitive locations. The ambient air quality monitoring will be carried out with respect to Particulate Matter (size less than 10µm) or PM10, Particulate Matter (size less than 2.5µm) or PM2.5, Sulphur dioxide (SO2), Oxides of Nitrogen (NOX) and Carbon Monoxide by following the MoEF&CC guidelines.
- ***Noise Environment*:** The noise monitoring will be carried out at representative locations along the alignment of the project, covering sensitive locations such as residential areas, hospitals, schools, sanctuaries, etc. The noise monitoring will be done for 24 hrs at each location. The nighttime and daytime equivalent noise levels will be generated for each monitoring location to have an idea of noise pollution levels in the study area.
- ***Soil Quality*:** The soil samples of different areas along the project stretch would be collected to assess the physicochemical characteristics of the soil in the project area. The quality parameters will include pH, Electrical

conductivity, sand, silt, clay, texture, moisture retention capacity, infiltration rate, bulk density, porosity, organic matter, Nitrogen, potassium, phosphorus, Pb, iron and organic carbon.

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

Biological Environment:

- Characterization of forest types in the study area. It would be based upon Forest Working Plan.
- General vegetation pattern and floral diversity viz. trees, shrubs, grasses, herbs etc.
- Species frequency, density, abundance to be detailed. Biodiversity index (Shannon–Wiener Diversity index) and Importance Value Index (IVI) of the species shall be provided. Methodology used for calculating the various diversity indices along with details of locations of quadrats, size of quadrats, etc. to be reported.
- Flora under Rare, Endangered and Threatened (RET) categories would be documented using International Union for the Conservation of Nature and Natural Resources (IUCN) criteria and Botanical Survey of India's Red Data list along with economic significance.
- Faunal Elements - Inventory of terrestrial wildlife based on forest working plan.
- To document the existence of barriers and corridors (if any) for wild animals, the habitat fragmentation and destruction of wild animals due to project.
- Existence of National Park, Sanctuary, Biosphere, Reserve Forest etc. in the study area if any, would be detailed.

Public health:

- Physical
- Parasitic diseases
- Communicable diseases
- Water borne diseases
- Disease Vectors

Socio-economic Environment:

- Demographic profile
- Economic structure
- Development profile
- Agricultural practices
- Cropping pattern
- Cultural and aesthetic sites
- Infrastructure facilities: education, health and hygiene, communication network, etc.
- Religious places and structures
- Historic/Archaeological places or structures

3.4.2.4. COMMAND AREA DEVELOPMENT PLAN:

Since in the command area irrigation will be through sprinkler / drip irrigation system, therefore no water course and field channel will be constructed. Hence as per revised CWC guide line OFD (On-Farm Development) are not required.

3.4.2.5. IMPACT PREDICTION:

Impact Prediction Impact prediction is a way of 'mapping' the environmental consequences of the significant aspects of the project and its alternative. Environmental Impact can never be predicted with absolute certainty and this is all the more reason to consider all possible factors and take all possible precautions for reducing the degree of uncertainty. The following impacts of the project should be assessed:

- **Air**: Subjective assessment of impact on ambient air quality due to emissions from project activities.
- **Noise:** Impact on fauna and human health will be assessed based on the identification of noise generating sources and estimation of their noise levels.
- **Water**: Impact on water quality due to project activities such as construction work, muck disposal, workers camp and colonies discharging domestic wastewater, construction workshops discharging effluent, etc and irrigation in command area. Impact due to irrigation on water logging & salinity in command area.
- **Land:**

  a.) Changes in land use and drainage pattern.

  b.) Changes in land quality including effects of waste disposal.

- **Biological**: Impact on fauna and flora.
- **Socio-economic Aspects**:

  a) Command area development

  b) Impact on the local community including demographic changes

  c) Impact on economic status

  d) Impact on human health

  e) Impact on Holy Places and Tourism

  Positive as well as negative impacts likely to be accrued due to the project are to be listed.

- **Environmental Management Plan (EMP)**: Control of water logging and salinity or drainage design if required.
- **Resettlement and Rehabilitation (R&R) plan**: shall be prepared with budgetary estimate. The provision of R&R plan would be according to The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.
- **Public Health Management:** Plan to mitigate the impacts on health of locals and workers. This includes provisions of health care facilities, ambulances, awareness programs, health checks etc. with budgets.
- **Compensatory Afforestation:** forest land required for the project needs to be proposed. Choice of plants will be made in consultation with State Forest Department.
- **Sanitation & Solid Waste Management Plan**: for domestic waste from colonies and labour camps, etc.

- **Mitigation:** measures to be adopted for maintenance of Water and Noise Environment during construction and post-construction periods.

3.4.2.6. ENVIRONMENTAL MONITORING PROGRAMME :

Environmental Monitoring Programme (With physical & financial details covering all the aspects form EMP). In addition to above scope, the following shall also be covered:-

- A detail of the source (quantum of water available other potential user etc.) from water is envisaged to be lifted shall be furnished.
- Sedimentation study in the pipe lines including the deposition, scaling etc.
- How micro-irrigation technology shall be implemented in the project after the completion of the project .
- The study area for the EIA shall include 2.5 km area on either of pipeline.
- Management plan for dug-out material generated during laying/ Construction of the pipe line/structure.
- An inventory of various features such as sensitive areas, fragile areas, mining/industrial areas, habitation, water-bodies, major roads etc. Shall be prepared and furnished with EIA.
- An inventory of flora & fauna based on actual ground survey shall be presented.
- If forest land is involved in the project FC stage to be clarified with supporting documents.

3.4.2.7. DISCLOSURE

- Disclosure of consultants engaged.

3.5 Activity Schedule and Deliverables: The activities described earlier and the output described below shall be completed within the mentioned time period. Key reporting requirements are as follow (Both in hard & soft Copies). . Each Deliverables shall include salient features & executive summary of the project.

Sl. No.	Report	Submission and Approval from the date of Agreement/ Issuance of work order.
1	Submission of Pre-feasibility report	15 days
2	Obtaining TOR	45 days
3	Submission of Draft EIA report	270 days
4	Public Hearing	320 days
5	Submission of Final EIA/EMP report	345 days
6	Environment Clearance Copy	456 days

3.6 Review Committee/Review Period

The report/deliverables will be reviewed by a Review Committee set up by Water Resources Department, Govt. of Bihar which may consist following members. The committee will provide review report within 15 days after report submission by the Consultant:

1. Chief Engineer, Master Planning Investigation and Project Preparation, WRD, Patna.
2. Chief Engineer, Central Design, Research And Quality Control, WRD, Patna.
3. Chief Engineer, Irrigation Creation, WRD, Aurangabad.
4. Joint Director, Hydrology Directorate, Patna.
5. Superintending Engineer, Master Planning Investigation and Project Preparation Circle, Patna.
6. Superintending Engineer, Sone High Level Canal Circle Aurangabad.
7. Professor, Environment and Drainage, WALMI, Phulwarisharif, Patna.
8. Executive Engineer, Master Planning Investigation and Project Preparation Division- 2, Patna.
9. Executive Engineer, Punpun Barrage Division - 01 Goh Aurangabad.

3.6.1 All type of work in the field by the consultant will be monitored by the concerned field Chief Engineer. The concerned Executive Engineer will provide any field assistance required by the consultant.

3.6.2 The photography & videography must be recorded and communicated to the concerned officials (field) for major activities done by the consultant.

3.6.3 The consultant shall furnish the project deliverable of each stage in minimum 10 (ten) hard copies and a softcopy in pen drive.

3.7 Payment Schedule.

Activity	Timeline (Date of Agreement/Issuance of work order.)	Payment Schedule (%)	Requirements
Submission of Pre-feasibility report	15 days	10%	Submission of 10 hard copies of Pre-feasibility report
Obtaining TOR	45 days	20%	ToR copy from MoEF & CC/SEIAA
Submission of Draft EIA report	270 days	30%	Submission of 25 hard copies of Draft EIA report and Executive summary in Hindi and English
Public Hearing	320 days	10%	MOM of Public hearing from Bihar state Pollution control Board
Submission of Final EIA/EMP report	345 days	10%	Online submission acknowledgement copy from Parivesh Portal 2.0
Environment Clearance Copy	456 days	20%	EC copy from MoEF & CC/SEIAA

Note:- All government Application fee will be paid by User agency while all additional expenditure/additional study/compliance of MoEF & CC /SEIAA for getting EC will be paid by Consultants.

Following provision will be applicable for mobilization advance, if requested: -

1. Mobilization advances not exceeding 10% of the tendered value may be given, if requested by the consultant in writing within one month of the order to commence the work. In such a case the consultant shall execute a Bank Guarantee/Bond from a Scheduled Nationalised Bank as specified by the Engineer-in-Charge for the full amount of such advance before it is released. Such advance shall be in two or more instalments to be determined by the Engineer-In-charge at his absolute discretion. The first instalment of such advance before shall be released by the Engineer-in-Charge to the consultant on a request made by the consultant to the Engineer-in-Charge in this behalf. The second and subsequent instalment shall be released by the Engineer-in-Charge only after the consultant furnishes a proof of the satisfactory utilisation of the earlier instalment to the entire satisfaction of the Engineer-In-Charge.

2. The mobilization advance bear simple interest and should be equal to the prevailing rate of interest (15.15%) charged by the bank and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the consultant's bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of the instalment.

3. The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

Note: Format of Bank Guarantee for mobilization advance is annexed as Annexure-I.

(Annexure-I)

Format of Unconditional Bank Guarantee for Mobilization Advance Payment

The

Executive Engineer
Master Planning Investigation and
Project Preparation Division-2, Patna-800002.

Gentlemen:

In accordance with the provisions of the Conditions of Contract, ("Advance payment") of the above-mentioned Contract,

_____ [name and address of consultant] (hereinafter called "the Consultant") shall deposit with _____[name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of ____ [amount of Guarantee] *_____[in words].

We, the _____ [bank of financial institution], as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to_____[name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Consultant, in the amount not exceeding_____ [amount of guarantee]* _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Consultant or Works to be performed there under or any of the Contract documents which may be made between _____ [name of Employer] and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until

_____ [name of Employer] receive full repayment of the same amount from the Consultant.

Yours truly,

Signature and Seal:_____

Name of Bank /Financial Institution_____

Address: _____

Date:

** An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.*

Section 4
Eligibility and Pre-Qualification Criteria

4.1. Evaluation Criteria/Basis of Evaluation.

To have highly technically qualified consultant for the assignment, it has been decided to implement following qualifying criteria for selection of agencies.

4.1.1 Evaluation of Technical Proposal

The scoring criteria to be used for evaluation shall be as follows:

#	Description		Max. Marks
(i).	Minimum audited Average Annual Turnover (AAT) Rs. 2.5 Crore from consultancy services in last 3 years, i.e., 2022-23, 2023-24 & 2024-25. a) AAT above Rs. 2.5 Crore – Rs. 5.0 Crore. b) AAT above Rs. 05 Crore – Rs. 10 Crore. c) AAT above Rs. 10 Crore.	12 Marks 13 Marks 15 Marks	15 Marks
(ii).	QCI Category "A" Environment Consultant with a house NABL- accredited Laboratory.	10 Marks	10 Marks
(iii).	Consultant should have experience in completed work of preparation of Environmental Impact Assessment Report for Irrigation/River valley project in last 10 years. a) 1 nos. EIA Report b) 2 nos. EIA Report c) 3 nos. EIA Report	12 Marks 13 Marks 15 Marks	15 Marks
(iv).	The consultant must have completed minimum one Irrigation/River valley project and obtained Environmental Clearance from MoEF & CC/SEIAA within last 10 years: a) EC for 1 nos. EIA Report b) EC for 2 nos. EIA Report c) EC for 3 nos. EIA Report	12 Marks 13 Marks 15 Marks	15 Marks
(v).	The firm must possess minimum nos. of qualified and experienced experts for executing the assignment as listed below (Refer Clause 5.1 for the minimum experience and qualification criteria of the experts): Qualification and experience of staff for the assignment: a) Project Coordinator b) Air Pollution, Noise, Water Pollution Expert c) Ecology and Bio diversity Expert d) Socio-Economic Expert e) Land Use Expert f) Geologist Expert /Hydro-Geologist Expert	5 Marks 3 Marks 3 Marks 3 Marks 3 Marks 3 Marks	20 Marks
(vi).	Technical Presentation	25 Marks	25 Marks
		Maximum Marks	**100**

Only those agencies who score 50 marks in Criteria (i) to (v) will be invited for Technical Presentation. The bidder scoring minimum of 70 marks out of 100 marks shall be eligible for opening of Financial Proposal.

The Technical Presentation to be presented before The Departmental Consultancy Evaluation Committee by the shortlisted consultant who score 50 in Criteria (i) to (v). The presentation will include their credential, proposed work plan, man power to be deployed and the entire approach highlighting a Quality assurance plan for the proposed work.

4.1.2 Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried as under:

a) For Financial evaluation, the total cost indicated in the Financial Proposal as specified in Financial Form-2: Format for Price Schedule shall be used. The consultant shall also provide detailed breakdown of its financial proposal as per Section 2- Clause 2.3.2 of the RFP.

b) The competent authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the financial proposal shall be deemed as final and reflecting total cost of services. Omission on any in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the ToR within the total quoted price shall be that of the consultant.

c) The lowest Financial Proposal will be awarded the Consultancy work.

Section 5
List of Key positions whose CV & Experience would be Evaluated

5.1. Professional Key Staff Requirements

The list of Minimum Key Staff and their requirements is listed in table below. The key experts proposed by the consultant must meet the Minimum Qualification and Experience as appended in table below:

#	Position	Min. Nos.	Minimum Qualification and Experience
1	Project Coordinator cum Team Leader	01	Should have M.Tech. / Post Graduation in Civil Engineering. Should have min. 15 years of professional experience in developing, implementing, and monitoring environmental policies and procedures. Must have experience in preparation of EIA Report of at-least completed 2 projects as Environmental coordinator for River Valley/water resources.
2	Air Pollution, Noise and Water pollution Expert	01	Should have Post Graduation in Environmental Engineering/M.Sc. Environmental Science Should have min. 10 years of professional experience of air,water, soil & noise pollutant field. Should have experience in at-least 2 Projects which involved air pollution & noise control measures and its remedial mitigate measures.
3	Ecology and Bio diversity Expert	01	Should have Master Degree in Environment/forestry/Ecology/Botany ; Should have min. 10 years of professional experience in relevant field; Should have experience in at-least 2 Projects which involved to conducting field surveys and analyzing ecological data to support conservation efforts.
4	Socio-Economic Expert	01	Should have Master's degree in Economics, sociology/psychology/Social Welfare. Should have min. 10 years of professional experience in the relevant field. Should have experience in at-least 2 Projects which involved socioeconomic survey of river valley projects/water resources projects or equivalent Project.
5	Land Use Expert	01	Should have Master Degree in Geography/remote sensing/Environmental science or equivalent; Min. 10 years of professional experience in relevant field; Should have experience in at-least 2 Project which involved analyze land use policies, assess impacts of development and evaluate different land use scenarios..
6	Geologist Expert /Hydro-Geologist Expert	01	Should have master's degree in hydrogeology or Geology/Earth Sciences, Min. 10 years of professional experience in relevant field; Should have experience in at-least 2 Project in water resource planning, environmental engineering and soil.

In addition to the above, the Consultant team should also include the following experts (at no extra cost to the department):

- GIS Engineer
- Remote Sensing
- Technical Support Staffs

Note. The consultancy firm should access the need for additional key or non-key experts as necessary for the successful completion of the project and quote accordingly in the financial proposal.

5.2. Curriculum Vitae (CV) for Proposed Professional Staff (With one page of Summary of Experience)

<table>
<tr><td>1.</td><td>Proposed position</td><td colspan="4"></td></tr>
<tr><td>2.</td><td>Name of firm</td><td colspan="4"></td></tr>
<tr><td>3.</td><td>Name of staff</td><td colspan="4">[First] [Middle][Surname]</td></tr>
<tr><td>4.</td><td>Date of birth</td><td colspan="4"></td></tr>
<tr><td>5.</td><td>Nationality</td><td colspan="4"></td></tr>
<tr><td>6.</td><td>Education</td><td colspan="4">[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained and year of obtainment starting from the latest degree]</td></tr>
<tr><td>7.</td><td>Membership of Professional Organizations</td><td colspan="4">NABET Certification number and Validity</td></tr>
<tr><td>8.</td><td>Training & Publications</td><td colspan="4">[Indicate significant trainings in education degrees (under5) were obtained]</td></tr>
<tr><td>9.</td><td>Countries of Work Experience</td><td colspan="4">[List countries where staff has worked in the last ten years.</td></tr>
<tr><td rowspan="3">10.</td><td rowspan="3">Languages</td><td rowspan="2">Language</td><td colspan="3">Proficiency (good/fair/ poor)</td></tr>
<tr><td>Speaking</td><td>Reading</td><td>Writing</td></tr>
<tr><td>English</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td rowspan="4">11.</td><td rowspan="4">Employment record [Starting with present position, list in reverse order every employment held by staff Member since graduation]</td><td>Name of Organization</td><td>Position held</td><td colspan="2">Duration</td></tr>
<tr><td></td><td></td><td colspan="2">YYYY to present</td></tr>
<tr><td></td><td></td><td colspan="2"></td></tr>
<tr><td></td><td></td><td colspan="2"></td></tr>
</table>

12.	Details of assigned tasks	
13.	Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned.	[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned] Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:
14.		Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:
15.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful in statement described herein may lead to my disqualification or dismissal, if engaged.

Signature	Signature
Date: [dd/mm/yyyy]	Date: [dd/mm/yyyy]

Section 6
Bid Evaluation Criteria and Selection Procedure

6.1. Evaluation of Technical Proposal

The scoring criteria to be used for technical evaluation:

6.1.1. Only those agencies who score 50 marks in Section-4 Clause 4.1(1) Criteria (i) to (v) will be invited for Technical Presentation. The bidder scoring minimum of 70 marks out of 100 marks shall be eligible for opening of Financial Proposal.

6.1.2. The Technical Presentation to be presented before The Departmental Consultancy Evaluation Committee by the shortlisted consultant. The presentation will include their credential, proposed work plan, man power to be deployed and the entire approach highlighting a Quality assurance plan for the proposed work.

6.2. Evaluation of Financial Proposal.

6.2.1. In the second stage, the financial evaluation will be carried as under.

6.2.2. For Financial evaluation, the total cost indicated in the Financial Proposal as specified in FINANCIAL FORM-2: Format for Price Schedule.

6.2.3. The competent authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the financial proposal shall be deemed as final and reflecting total cost of services. Omission on any in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the ToR within the total quoted price shall be that of the consultant.

6.2.4. The lowest Financial Proposal will be awarded the Consultancy work.

6.3. RFP Opening and Evaluation

RFP Opening

6.3.1. The Executive Engineer, Master Planning Investigation and Project Preparation Division-2, Anisabad, Patna, Bihar or their authorized representative will open all the proposals received via e-proc2.0 portal. In the event of the specified date of opening being declared a holiday for the department, the RFP will be opened at the appointed time and location on the next working day.

6.3.2. Subject to confirmation of the EMD by the issuing Bank, the RFP accompanied with valid security will be taken up for evaluation.

6.3.3. At the time of opening of R.F.P. (Financial), the proposal of only those Consultant will be opened whose R.F.P. (Technical) will be found responsive. The remaining RFP (Financial) will be remained unopened.

The responsive Consultant names, the financial proposal of each RFP, RFP Modifications and withdrawals and such other details as the Chief Engineer, Master Planning Investigation and Project Preparation, Anisabad, Patna, Bihar may consider appropriate, will be taken in evaluation by the Executive Engineer at the opening.

6.4. Award of Contract

6.4.1 After completing negotiations with the bidder who score desired qualifying marks in Technical Proposal and having least financial quote for the assignment, the client shall award the contract to the selected consultant/agency. Client will not open the financial proposals of the consultants whose technical proposals have not secured the minimum qualifying marks (70 marks) or were found to be technically non responsive. The agency/consultant is expected to commence the services immediately after award of contract/Work Order.

6.4.2 The Employer Reserves the right to accept or reject any or all RFP.

6.4.3 The Executive Engineer, Master Planning Investigation and Project Preparation Division-2, Patna reserves the right to accept or reject any proposal and to cancel the proposal process and reject all proposal at any time prior to acceptance of proposal without thereby incurring any liability to the consultant or any obligation to inform the consultant of the ground for the department action.

6.5. Notification of Award and Signing of Agreement

6.5.1 The Consultant whose RFP has been accepted will be notified for the award by the Employer prior to expiration of the RFP validity period by email or by the departmental website confirmed by registered letter. The "Letter of Acceptance" will state the sum that the Employer will pay the Consultant in completion of job assigned to him.

6.5.2 The notification of award will constitute the formation of the (Agreement), Contract, in between Executive Engineer, Master Planning Investigation and Project Preparation Division-2, Anisabad, Patna (on behalf of the Governor of Bihar) and the successful Consultant whose R.F.P. has been accepted, subject only to the furnishing of the performance security in accordance with its provisions and furnishing all required documents and after signing each and every pages accordingly.

Section 7
Standard Formats for Technical and Financial Proposal

Proposal Submission Letter

To,

THE EXECUTIVE ENGINEER,
MASTER PLANNING INVESTIGATION & PROJECT PREPARATION DIVISION-2
JAL SANSADHAN BHAWAN,
ANISABAD, PATNA-800002

Sir,

With reference to the Executive Engineer, Master Planning Investigation and Project Preparation Division -2, Jal Sansadhan Bhawan, Anisabad, Patna-02, Bihar LoI letter no. ..... dated ..... I /We, the undersigned offer our Proposal for the work of "Consultancy Services for Preparation of Environmental Impact Assessment for "Irrigation through Pipe Distribution Network in Punpun Irrigation Project" In accordance with the Proposal document.

The earnest money deposit for the amount of.....in form of.is enclosed with TECHNICAL PROPOSAL.

Unless and until a firm agreement is prepared and executed, this Proposal along with the contract documents to the extent that these are applicable for this Proposal shall constitute a binding contract between us.

Date ....

Signature

1 .....

in the capacity of

Witness:

Address & Occupation

2 .....

Address & Occupation

Duly authorized to Sign on behalf of

Signature:

Full Name:

Designation:

Address:

Proposal Security (Bank Guarantee Unconditional)

WHEREAS..... (Name Of Consultant) (herein after called)

The Consultant has submitted his proposal dated ..... (date) for the preparation of EIA Report of .....(name of agreement).

KNOW ALL PEOPLE by these presents that We ....

.....(name of Bank) of ..... (name of country) having

Our registered office at .....

..... (here in after called the Bank)

We bound unto Executive Engineer..... (name of Employer) (hereinafter called the Employer) in the sum of.....

for which payment well and truly to be made to the said Employer by the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this..... day of .....2026.

THE CONDITIONS OF THE OBLIGATION ARE:

(1) If after proposal opening the Consultant withdraws his proposal during the period of proposal validity specified in Bid document.

OR

(2) If the Consultant having been notified to the acceptance of his proposal by the Employer during the period of proposal validity.

(a) Fails of refuses to execute the Form of Agreement in accordance with the instructions to consultant if required or

(b) Fails or refuses to furnish the performance Security in accordance with the instruction to consultant or

(c) Does not accept the correction of the proposal price pursuant to concerned.

We undertake to pay to the Employer up to the above amount upon receipt of his

first written demand, without the Employer having to substantiate for demand provided that in his demand the Employer will note that the amount claimed by him as due to him owing in the occurrence of one or any of the three conditions, (Specifying the occurred condition or conditions)

This Guarantee will remain in force up to one hundred eighty days after Sublimation of proposal as if may be extended by the Employer notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE.....

WITNESS..... SEAL.....

(Signature name and address)

Performance Bank Guarantee

TO,

..... (name of Employer)

..... .(Address)

WHEREAS..... (name and address of Consultant)(there after called " the Consultant) has undertaken in pursuance of contract (agreement) No..... dated ..... to prepare EIA Report of (name of Contract and brief description of works)(hereinafter called the Contract).

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a bank guarantee by recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the contract .

AND WHEREAS we have agreed to give the consultant such a Bank Guarantee.

NOW THEREFORE We hereby affirm that we are the Guarantor and responsible to you on behalf of the consultant up to a total of .....(amount of guarantee) ..... (in words) such sum being payable in the types and proportions of currencies in which the contract price is payable , and we undertake to pay you , upon your first written demand and without cavil or argument , any sum or sums within the limits of.....(amount of guarantee) as afore said without your needing to prove or to

show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the job (TOR) to be performed there under or of any of the contract (Bid) documents which may be made between your and the consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change] addition or modification.

This guarantee shall be valid until the satisfactory completion of job as per ToR to be declared by the Employer .

Signature and Seal of the Guarantor..... Name of Bank .....

Address.....

Date.....

Agreement Form

This agreement made on ..... Day of ..... Between ..... On behalf of the Governor of Bihar (name and address of the Employer) (herein after called) the name and address of consultant) herein after called the consultant of the other part)

Whereas the Employer is desirous that the Consultant execute (name and identification no. of contract) (herein after called the job) (assignment) and the Employer has accepted the RFP by the contractor for the execution and completion of such job and the remedying of any defect therein at cost of Rupees.....

NOW THIS AGREEMENT WITNESSES as follow:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Bid document herein after referred to and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payment to be made by Employer to the Consultant as herein after mentioned, the Consultant hereby covenants with the Employer to complete the job (ToR) and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the consultant in consideration of the completion of the job and the remedying the defects wherein contract (Agreement) price of such other some as may be come payable under the provisions of the contract (Agreement) at the times and the manner prescribed by the contract (Agreement).
4. The following documents shall be deemed to the form and be ready and construed as part of this agreement viz.

   (a) Letter of invitation of RFP.
   (b) Information to consultant.
   (c) Terms of reference for preparation of EIA Report.
   (d) Letter of acceptance
   (e) Notice to proceed with the job.
   (f) Consultant proposal.
   (g) Special conditions of Agreement.
   (h) Correspondences between Department or Employer both and Consultant before Agreement starting from RFP invited by Department.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before witness.

The Common seal of..... Was hereunto affixed in the presence of:

Signed Sealed and Delivered by the said.....

In the presence of:

Binding Signature of the Employer..... Binding Signature of the Consultant.....

Pre-bid queries format

The prospective participant, in case of any query before the bidding stage can raise the query seeking clarification in the prescribed following format (as excel document only) before the pre-bid due date as per the fact sheet: **Name of the Firm**			
Sl. No.	Scope of Work.	Page No.	Clarification/ Suggestion

FINANCIAL FORM-1: Format for Financial Capability of the Consultant

					(Equivalent in Rs. crores)
Consultant Name & Address*					
Average Annual Turnover					
					Average
Average Annual Turnover through Consultancy Services.					
Certificate from the Statutory Auditor/ Chartered Accountant					
This is to certify that.....(name of the Applicant) has received the payments shown above against the respective years on account of services rendered for Consultancy Services.					
Name of the Audit firm:					
Seal of the Audit firm					
Date:					
(Signature, name and designation of the authorised signatory)					

FINANCIAL FORM-2: Format for Price Schedule

Sl. No.	Name of Work	Unit	Amount in Figures (in Rs.)	Amount in Words (in Rs.)
1	Preparation of Environmental Impact Assessment for "Irrigation through Pipe Distribution Network in Punpun Irrigation Project"	Lump-Sum (Inclusive of all taxes.)		

***The consultant shall also provide detailed breakdown of its financial proposal as per Section 2- Clause 2.3.2 of the RFP**

TECHNICAL FORMS

TECH FORM- 1: Supporting format for Project Experience of the Consultant.

Sl. No.	Project Name	Client Name	Project Value (In INR)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1	2	3	4	5	6	7

TECH FORM-2: Format for sharing details of the Personnel to be deployed by Consultancy

Sl. No.	Name of the Personnel	Proposed Role	Highest Degree	Certifications	Relevant Experience related to Project (In Yrs)	Please mention relevant projects handled	Total Experience (In Years)
1		Project Coordinator cum Team Leader					
2		Air Pollution, Noise and Water Expert					
3		Ecology and Bio diversity Expert					
4		Socio-Economic Expert					
		Land Use Expert					
5		Land Use Expert					
6		Geologist Expert /Hydro-Geologist Expert					

GEN FORM-1: Format for Affidavit Certifying that Entity is not Blacklisted/ Debarred

(On Company Letter-Head)- by the Consultancy.

I/We M/s. ..... (Consultant), [the name and address of the registered office] hereby certify and confirm that we or any of our promoter/s / director/s are not debarred or blacklisted by any State Government or Central Government / State Government/PSU in India from participating in Project/s, either individually entity on _____.

We further confirm that we are aware that as per the LoI No. _____, our application for the captioned Assignment would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of the RFP, any stage of the Shortlisting Process or thereafter during the shortlisting period.

Dated this ..... Day of , 2026.

Name and Address of Consultant .

..... *Signature of the Authorised Person.*

.....

Name of the Authorised Person.

GEN. FORM 2: Format for Details of Applicant.

The details of Consultancy: (every consultant will submit individual details) are as follows:

Sl. No.	Parameters	Details
	Name of consultant with full address	
	Tel. No.	
	E mail:	
	Year of Incorporation.	
	Name and address of the person holding the Power of Attorney.	
	Place of Business. Date of Registration.	
	Name of Bankers with full address:	
	GST Registration Number (copy).	
	Are you presently debarred/ Blacklisted by any Government Department /Public Sector Undertaking /Any Employer? (If yes, please furnished details)	
	Name and details (Tel / Mobile / Email) of contact persons	

GEN: FORM-3: - Format for Power of Attorney for Signing of Application

(On Non – judicial stamp paper of Rs 1000/- or such equivalent document duly attested by notary public)

Power of Attorney.

Know all men by these presents, we.....(name and address

of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for "**Selection of Consultancy for** Preparation of Environmental Impact Assessment for "Irrigation through Pipe Distribution Network in Punpun Irrigation Project" including signing and submission of all documents and providing information / responses to WRD Bihar, representing us in all matters before Bihar, and generally dealing with Bihar in all matters in connection with our bid for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title and Address) Accepted (Signature)

(Name, Title and Address of the Attorney)

Note:

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

GEN. FORM-4: - Compliance Sheet for Pre-Qualification.

Sl. No.	Provide Compliance details (Yes/No) Ref Page No. in RFP Other details, if any	Provide Compliance details (Yes/No) Ref Page No. in Proposal Other details, if any	Remarks
1	The bidder must be a Company registered under Indian Companies Act, 1956.		
2	The Bidder possesses the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFP document.		
3	The bid is complete in all respects and covers the entire scope of work as stipulated in the document.		
4	Bidder is meeting the Eligibility Criteria.		
5	GST Registration Certificate.		
6	Income Tax Registration/ PAN Number.		
7	An attested & valid copy of all the above-mentioned certificates provided.		
8	The Consultant should be in operation anywhere in India for at least Ten Years as on bid submission date.		
9	Power of Attorney on non-judicial stamp paper of RS. 1000 in the name of the authorized signatory (if applicable).		
10	Non-Blacklisting: An affidavit on the Company's Letter Head by the authorized signatory.		
11	Indemnity Bond on Company Letter Head.		
12	Self-Certified list of manpower engaged along with the designation signed by the Competent Authority.		
13	Cost of RFP Document (Rs.10,000/-)		
14	Minimum Audited Average Annual Turnover (AAT) Rs. 2.5 Crore		
15	Reference, information, and certificates from the respective clients certifying technical, delivery & execution capability of the consultant should be signed by clients.		

Section 8

Special Conditions of Agreement

8.1. About Work Plan

From the date of issue of letter of Acceptance, the work shall be completed in a phase manner. The time period for the different activities shall be decided through mutual consultation between the consultants and the Employer considering specific requirement of different scheme.

Reports will be submitted by consultant in a pen drive along with required number of Hard copies as mentioned in the document.

As far as possible there should not be change in the man power after contract award. In urgent necessity maximum 25% personnel change can be allowed, after prior approval from Water Resources Department, Bihar. Replacement should be done with equivalent capable personnel, which will be decided by Water Resources Department, Bihar. Hence prior approval from Water Resources Department, Bihar for changing the man power is mandatory. In case of frequent change of personnel, a suitable penalty will be imposed.

All the software, developed tools, complete source code, products, evaluation sheets, models, designs, data (Raw as well as processed data) etc. developed during this project as well as developed specifically for this project will be the property of Water Resources Department, Government of Bihar, and should be submitted to the department, and consultant will not use them for other consultancy work.

During survey/data collection, there should be mandatory site visit along with camping attendance of the consultant during site visit should be duty maintenance in register and a copy of the same should be sent to the concerned Chief Engineer office of WRD, Bihar soon after the completion of the visit. A senior personnel of the consultant should also accompany junior staff for at least 25% of the survey duration in survey/data collection work.

Every field visit should also be intimated to the concerned Monitoring cell of Water Resources Department, one week prior to the visit.

All type of survey/data collection works in the field by the consultant will be monitored by the concerned field Chief Engineer. The concern Chief Engineer will provide any field assistance required by the consultant and certify the survey data during progress.

The office of consultant for this work should be located in the State of Bihar.

8.2. About Rates & Payments

The rates quoted by the Consultant will be as a whole for all services to be provided by the consultant. The accepted rates shall form the basis of payment to the consultant. The Consultant will be paid consultancy fee as percentage of the contract value as per mentioned in Section 3- Clause 3.9. All payments shall be subjected to statutory deductions such as TDS etc. The payment shall only be made after submission of bill by the Consultant.

The payment shall generally be made within 15 days from the submission of the bill by the Consultant However; no payment shall be made to the Consultant till such time Service tax registration certificate is submitted.

The study would be stopped if the scheme is not found feasible at any stage of study and accordingly remuneration would be paid to the consultants.

8.3. Delay and Extension of (Agreement) Period

1. The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Consultant.

2. As soon as it becomes apparent to the Consultant, that the Job (ToR) and/or portions thereof (required to be completed earlier), cannot be completed within the period (s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the department and advise him of the reasons-for the delay, as also the extra time required to complete the works and/ or portions of work, together with justification therefore. In all such cases, whether the delay is attributable to the Consultant or not, the Consultant shall be bound to apply for extension well within the period of completion/extended period of completion of the whole works and/or portions thereof

3. **Delays not due to Department (WRD)**

If the completion of the whole job (TOR) (or part thereof which as per the) (Agreement is required to be completed earlier), is likely to be delayed on account of:

a) any force majeure event

b) Any relevant order of court or

Any other event or occurrence which, according to the Engineer-in-charge is not due to the Consultant's failure or fault and is beyond his control the department may grant such extensions of the completion, period as in his opinion is reasonable.

4. **Delay due to Department (WRD, GoB)**

In the event of any failure or delay by the Department (WRD) G.O.B. in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Consultant to damages or compensation thereof but in any such case, the department shall grant such extension or extension of time to complete the work, as in his opinion is/are reasonable.

5. **Penalty for Delay**

In case of delay in completion of services, a penalty equal to 0.5% of the agreement value per day of delay subject to a maximum 10% of the contract value will be imposed and shall be recovered from payments due or encashment of performance security. However, in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.

6. **Department Decision on Compensation Payable Being Final**

The decision of the department as to the compensation, if any, payable to the Consultant under this clause shall be final and binding.

7. Time to continue to be treated as the essence of contract in spite of extension of time. It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clause mentioned herein, time shall continue to be treated as the essence of contract on the part of the Consultant.

8.4. Termination of Contract (Agreement) due to Consultants Default

1. Conditions leading to termination of contract

If the Consultant:

a) becomes bankrupt or insolvent, or

b) makes arrangements with or assignment in favor of his creditor, or agrees to carry out the contract under committee of inspection of his creditors or

c) being a company or corporation goes into liquidated by a resolution passed by the Board of Directors/ General Body of the shareholders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or

d) has execution levied on his goods or property or the works or

e) assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract or

f) abandons the contract or

g) Persistently disregards instructions of the Employer/Department or contravenes any provisions of the contract; or completion of Job (TOR)

h) fails to adhere to the agreed programme of Job (TOR) or fails to complete the Job (TOR) or parts of the complete the Job (TOR) within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress or

i) Fails to take steps to employ competent and /or additional staff and labour or

j) promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Department (WRD), or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Department (WRD) or

k) Suppresses or gives wrong information while submitting the proposal. In any such case the Engineer in charge/Employer on behalf of the Department(WRD) may serve the Consultant with a notice in writing to that effect and if the Consultant does not within 07(Seven) days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the Job(TOR) or comply with such instructions as aforesaid to the entire satisfaction of the Engineer in charge/ Employer shall be entitled after giving 48 (Forty eight) hours' notice in writing to terminate the Contract (Agreement), as a whole or in part or parts(as may be specified in such notice).

In such a case of termination, the Employer/ Engineer in charge may adopt the following course Carry out the whole or part of

the work from which the Consultant has been removed by engaging another consultant or deployment of technical staff at site.

Entitlement of Employer (WRD)/ Engineer

In cases described in above, the Department (WRD) / Engineer shall be entitled to:

a) Forfeit the whole or such portion of the Performance Security & Security Deposit amount, as he may deem fit, and

b) Recover from the Consultant the cost of carrying out the balance work in excess of the sum, which he would have been paid. According to the certificate of the Engineer, if the works had been carried out and completed by the Consultant under the terms of the contract. Such' certificate shall be final and binding upon the consultant. The amount to be recovered may be deducted by the Engineer in charge (WRD) from any other moneys due to the Consultant alone or jointly under this or any other contract.

8.5. Termination Of Contract (Agreement) On Employer (WRD, GoB)/ Engineer's Account

The Department (WRD)/ Engineer in charge shall be entitled to terminate the contract, at any time, should, in the Department (WRD)/Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other case whatsoever. Notice in writing from the Department (WRD)/ of such termination and reasons therefore, shall be conclusive evidence thereof.

In case of termination of contract on Department (WRD) account as described above, the claims of the Consultant towards expenditure incurred by him in the expectation of completing the whole JOB (ToR), shall be admitted and considered for payment as deemed reasonable and are supported by the documents/vouchers etc. to the satisfaction of Department (WRD). The decision of the Department (WRD) on the necessity and propriety of such expenditure shall be final and conclusive.

However, the Consultant shall have no claim to any payment or

compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in Consequence of determination of contract under this clause.

8.6. **Force Majeure**

1. If at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Department (WRD) or the Consultant shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage large scale arson, floods, earthquake or any other act of God, large-scale epidemics, nuclear accidents, any other catastrophic unforeseeable, circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority (hereinafter referred to as "event" then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

   a) Neither party by reason of such event is entitled to terminate the contract or have claim for damages against the other in respect of such non- performance or delay in performance.

   b) The obligation under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

   c) If the performance in whole or part of any obligation under the contract is prevented, or delayed by reason of the event beyond a period of 15 months (Fifteen months) the contract may be foreclosed with mutual consent by giving a notice of 30(Thirty) days without any reason on either side.

   d) In case of doubt or dispute, whether a particular occurrence should be considered an event as defined under this clause, the decision of the Employer shall be final and binding.

2. If no notice is issued by either party regarding the event within 21(Twenty-one) days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

8.7. **Settlement of Disputes**

All disputes or differences of any kind whatsoever that may arise between the Employer and the Consultant in connection with or arising out of the contract or subject matter thereof during Consultancy Services, or after their completion, whether before or after termination of contract shall be settled as under:

1. **Settlement through Court:** It is a term of this contract that the Consultant shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses.
2. **Jurisdiction of Courts:** Jurisdiction of courts for dispute resolution shall be Patna High Court only.

8.8. **Notices**

All notice required or referred to under this Agreement, shall be in writing and signed by the respective authorized signatories of the parties mentioned herein above unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail or e-mail or fax speed post of Department of posts with an acknowledgement due to other parties.

8.9. **Over And Under Payment**

The Employer reserves the right to carry out post payment audit and examination of the payments made to the consultant at any stage. The Employer/department (WRD) further reserves the right of recovery of any over payment from the Consultant when detected.

8.10. **Matters Related to Agreement to be treated as Confidential**

1. All documents, correspondences, decision and orders concerning the agreement shall be considered as confidential and/ or restricted in nature by the consultant and he shall not divulge or allow access to them by any authorized person.
2. The consultant shall use all the documents, drawings and other data and information of a proprietary nature received from the department (WRD) solely for the purpose of performing and carrying out the obligations on this part under this Agreement and

shall not disclose the same to any other person except to the extent required, in the performance of the work for the Project and shall maintain the utmost secrecy. The consultant shall bind his employees who are involved in the Project by a suitable secrecy agreement. The documents, drawings, other data and information received from the department (WRD) shall not be used by the consultant for any other purpose, without obtaining written permission from the department (WRD) and should be returned to the department (WRD) on demand.

3. Any violation of the security of these confidential and restricted documents will attract penal and legal actions against the consultant in accordance with the existing law (s).

4. Water Resources Department, Bihar will provide data if available with them to consultant. In case of unavailability of data, the Consultant will have to make their own arrangement for the same. For the restricted data the employer will only be the part of communication and the financial burden shall be borne by the consultancy services.

8.11. Removal of Consultant Personnel

The consultant shall on the written direction of the Employer immediately remove, any person employed thereon who may in the opinion of the department by incompetent or has misconduct himself. Such person shall not be employed again without the written permission of the department (WRD).

8.12. Supervision of Consultant

The Consultant shall during the course of execution of the task keep in requisite number competent, qualified and experienced Engineers/ Consultants and necessary assistants to supervise the execution of the task and to represent the consultant in his absence, as his agent. If the consultant fails to appoint suitable Engineers/Consultants as directed by the department (WRD) the latter shall have full power to suspend the contract until such date as suitable Engineers/Consultant in requisite number are appointed and the consultant shall be responsible for the delay so caused to the work, and no claim will be entertained against.

8.13. Inspection by the Department (WRD)/Employer

All services performed or under progress and documents like report, data collection, drawings, data estimate etc., shall at all times be open to the

inspections and supervision of the Employer and his authorized representatives. The consultant shall duly furnish all aids and assistance, free of charge that may be required for proper inspection and examination of the services.

8.14. Tools, Plants and Equipment's

The consultant shall provide-at his own expense all tools, plants and equipment required. The department shall not take any responsibility for supplying or arranging any tools and equipment's.

8.15. Release of Claims

After completion of the work/services and prior to the final payment the Consultant shall furnish to department (WRD) a release of claims against the government arising out of the agreement other than claims specifically identified, evaluated and accepted from operation of the release by the consultant.

8.16. Death of Consultant

The agreement shall not be dissolved by the death or demise of the consultant. His rights and obligations shall pass to his successors.

8.17. Partnerships

1. Addition of partner(s): Should the consultant be a partnership and at any time take and additional partners or partners he or they shall hence be deemed to be included in the expression the consulting Firm.
2. Withdrawal of partner(s): Should the consulting firm be a partnership the Agreement shall not be dissolved by the death or withdrawal of any or more members of the partnership?

8.18. Sub Contracts

Any Sub-contract or modification or termination thereof, relating to the performance of the services by the consultant shall be made only with the advance written agreement of the department (WRD).

8.19. Insurance

The consultants shall take out and maintain insurance against loss of or damage to their properties, including papers, documents and equipment's, necessary to the services. The Consultant shall take out and maintain full insurance against claims by third parties resulting from acts performed in carrying out the service. The department takes no responsibility in respect of life, health, accident, travel and other insurance coverage for the personnel and equipment's etc.

8.20. Prices Adjustment:

No price adjustment shall be allowed

8.21. Rates for Additional Job

If in the opinion of the department, it is necessary to carry out any additional job for the purposes of the project in addition to the Services, the consultant, with the prior authorization of the department, shall carry out such additional job and charge for the personnel required on the same basis as for the services.

8.22. Arbitration

All disputes or differences in respect of which the decision had not been final and conclusive shall be referred for arbitration to a sole arbitrator as follows: Within Thirty days of receipt of notice from the consultant about his intention to refer the dispute to arbitration the Engineer-in-chief(Head Quarter) WRD, Govt. of Bihar shall send to the consultant a list of three officers of the rank of Superintending Engineer of WRD of Govt. of Bihar who have not been connected with the work under this contract. The consultant shall within 15 (Fifteen) days of receipt of this list, select and communicate to the Engineer-in-chief (Head Quarter) WRD, Govt. of Bihar the name of the one officer from the list who shall then be appointed as the sole Arbitrator. If the consultant fails to communicate his selection of name, within the stipulated period, the Engineer-in-Chief (Head Quarter) WRD, Govt. of Bihar shall without delay select one Officer from the list and appoint him as the sole Arbitrator. If the Engineer-in-chief (Head Quarter) WRD, Govt. of Bihar fails to send such a list within thirty days, as stipulated, the consultant shall send a similar list consisting of Superintending Engineer of W.R.D. to the Engineer-in- chief (Head Quarter) WRD, Govt. of Bihar within fifteen days. The Engineer-in-chief (Head Quarter) WRD, G.O.B shall then select one officer from the list and appoint him as the Sole Arbitrator within fifteen days. If the Engineer-in-chief (Head Quarter) WRD, Govt. of Bihar fails to do so, the contractor shall communicate to the Engineer-in-chief (Head Quarter) WRD, Govt. of Bihar the name of one officer from the list, who shall then be the sole arbitrator.

The Arbitration shall be conducted in accordance with the provisions of the Bihar Public Works Contracts Disputes Arbitration Tribunal (Amendment) Act, 2020 or any statutory modification thereof. The decision of the Sole Arbitrator shall be final and binding on the parties thereto. The arbitrator shall determine the amount of cost of arbitration to be awarded to either party. Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor shall not be withheld unless they are the subject matter of the arbitration proceedings.

All Awards shall be in writing and in case of awards amounting to Rs. 5.00 lakh (Five Lakh) and above, such awards shall state the reasons for the amount awarded. Neither party is entitled to bring a claim to arbitration, if the arbitrator has not been appointed before the expiration of 12 (Twelve) months from the date of payment of final installment.

8.23. Extension of Performance Security

The performance security (The interest-bearing Government Securities and the interest-bearing deposits Bank Guarantee) shall remain valid up to the completion date of job. If the completion date gets extended the validity period of these including Bank guarantee will also have to be extended for further period accordingly.