

**KERALA STATE IRRIGATION DEPARTMENT
DAM REHABILITATION AND IMPROVEMENT PROJECT-
Phase II**

REQUEST FOR QUOTATION No. KWRD /DRIP/E&S/CE-Q1/2023-24

REQUEST FOR QUOTATION

Name of Work: DRIP Phase II –Engaging Environment Expert

May 2023

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Acronyms

AIIB	: Asian Infrastructure Investment Bank
CPMU	: Central Project Management Unit
CWC	: Central Water Commission
DPR	: Detailed Project Report
DRIP	: Dam Rehabilitation and Improvement Project
EE	: Executive Engineer
EIA	: Environment Impact Assessment
EMP	: Environment Management Plan
ESCP	: Environmental and Social Commitment Plan
ESDD	: Environmental and Social Due Diligence
ESF	: Environmental and Social Framework
ESIA	: Environmental and Social Impact Assessment
ESMF	: Environmental and Social Management Framework
ESMP	: Environmental and Social Management Plan
IA	: Implementing Agency
IBRD	: International Bank for Reconstruction and Development
NLSC	: National Level Steering Committee
NOC	: No Objection Certificate
PIU	: Project Implementation Unit
SE	: Superintending Engineer
SEF	: Stakeholder Engagement Framework
SLSC	: State Level Steering Committee
SPCB	: State Pollution Control Board
ToR	: Terms of Reference

KERALA STATE IRRIGATION DEPARTMENT

NOTICE INVITING QUOTATION

Quotation No. KWRD/ DRIP/E&S/CE-Q1/2023-24

Competitive quotations (bids) are invited in the prescribed form for DRIP Phase II - Engaging Environment Expert.

Sealed quotations shall be submitted so as to reach the office of the undersigned on or before the stipulated time with all requisite enclosures and details.

Name of contract	:	DRIP Phase II - Engaging Environment Expert
Date & time of issue of Quotation forms	:	17.05.2023 10.00AM to 29.05.2023 03.00 PM
Last date of receipt of Quotation	:	29.05.2023 03.00 PM
Place of receipt of Quotation	:	Office of the Chief Engineer, Irrigation design and Research Board(IDRB), 3 rd Floor, Vikas Bhavan, Thiruvananthapuram. PIN: 695 033 Ph: 0471-2784001.
Date & time of opening of Quotation	:	29.05.2023 04.00 PM
Period of contract	:	6 months from the date of agreement extendable up to 1 year

The Quotation document can be downloaded from website <https://www.idrb-irrigation.org/quotations> or <https://irrigation-kerala.org/index.php/tenders-idrb>. Further details regarding the quotation can be had from the office of the undersigned. All terms & conditions, prevailing in Kerala State for engaging consultant will be binding on this also.

Address for communication:

Project Director
State Project Management Unit (SPMU) (DRIP)
Office of the Chief Engineer,
Irrigation Design and Research Board,
3rd Floor Vikas Bhavan,
Thiruvananthapuram. PIN: 695 033
Email id: jddsish@gmail.com
Ph: 0471-2784001.

Project Director
State Project Management Unit (SPMU), DRIP

REQUEST FOR QUOTATIONS
Engaging Consultants under RFQ/Shopping Procedures
E-Procurement Notice

Project: Dam Rehabilitation and Improvement Project (DRIP)-Phase II

Contract title: DRIP Phase II - Engaging Environment Expert

RFQ No: KWRD DRIP/E&S/CE-Q1/2023-24 **Date:** 17.05.2023

Applicable Procurement Guidelines: World Bank’s Procurement Regulations for IPF Borrowers, July 2016, revised November 2020 & Procurement Manual for DRIP II.

Documents to be referred:- Documents published by World Bank such as Environmental and Social Management Framework (ESMF), Environmental and Social Commitment Plan (ESCP) and Stakeholder Engagement Framework (SEF), which are available at www.damsafety.in and www.idrb-irrigation.org

1. Government of India has received financing from the International Bank for Reconstruction and Development (IBRD) and Asian Infrastructure Investment Bank (AIIB) in the form of a “loan” towards the cost of **Dam Rehabilitation and Improvement Project Phase-II (DRIP-II)**. The **Project Director, State Project Management Unit (SPMU)-DRIP, Kerala Water Resources Department (KWRD)**, an implementing agency (herein after called as “Client”), intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for quotation is issued.
2. The Client now invites quotation to provide the following consulting services (hereinafter called “Services”). More details on the Services are provided in the Terms of Reference and Scope of services in ITB

Brief Description of the consultancy service	Period of Completion
DRIP Phase II - Engaging Environment expert	6 months from the date of agreement extendable up to 1year

3. This Procurement notice includes the following documents to facilitate preparation and submission of quotations, criteria for qualification, evaluation, and for award of contract; and relevant forms to be filled by the bidders.
 - i. Instructions to Bidders (Section A);
 - ii. Qualification Information (Section B)

- iii.Format for Submission of Quotation (Section B);
- iv.Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.

4. If the office of the under signed happens to be closed on the date of opening of the Quotations as specified, the Quotations will be opened on the next working day at the same time.

Project Director
State Project Management Unit (SPMU) (DRIP)
Office of the Chief Engineer,
Irrigation Design and Research Board,
3rd Floor Vikas Bhavan,
Thiruvananthapuram. PIN: 695 033
Email id. jddsisw@gmail.com
Ph: 0471-2784001

SECTION – A

Instructions to Bidders

1. General

The **Project Director, DRIP SPMU**, Office of Chief Engineer (I&D), IDR B, Thiruvananthapuram, Kerala (Client) invites quotations for procurement of Consultants as detailed in the table given below:

Brief Description of the consultancy services	Period of Completion
DRIP Phase II - Engaging Environment Expert	6 months from the date of agreement extendable up to 1 year

1.1. Project Description

DRIP-2 will focus to improve safety and operational performance of selected dams owned and operated by partner IAs along with institutional strengthening. The project will have four components: (i) Rehabilitation and management planning for Dams and Associated Appurtenances; (ii) Dam Safety Institutional Strengthening; (iii) Risk informed Asset Management and Innovative Financing for Sustainable Operation and Maintenance of Dams (iv) Project Management; and (v) Contingent Emergency Response Component

Rehabilitation of fifteen dams/barrages under Irrigation department are included under DRIP Phase II viz Neyyar, Kallada, Maniyar Barrage, Malankara, Bhoothathankettu Barrage, Malampuzha, Mangalam, Pothundy, Kanjirapuzha, Chulliyar, Meenkara, Walayar, Pazhassi, Kuttiyadi and Karapuzha. Out these dams, rehabilitation of 6 dams (Kuttiyadi, Karapuzha, Maniyar Barrage, Kallada, Kanhirapuzha and Malankara) have been initiated and ESDD & ESMP of these dams were already prepared by CPMU-CWC.

DRIP envisages up gradation and maintenance of dams and some of which may lead to adverse environmental impacts and risks on environmental sensitive receptors, communities close to dams, slope stability, habitat, forest etc. during pre-construction

and construction stages, requiring impact assessment studies and also multi-stakeholder consultations. As such project is prepared as per the World Bank's new ESF Policy and infrastructure interventions would trigger Environmental and Social Standards in the policy, therefore these need to be factored into the preparation of necessary mitigation instruments (action plans and frameworks), besides ensuring compliance to existing and relevant national and state legislations. In this regard, SPMU, KWRD needs to hire an experienced Environmental Expert in its unit to effectively coordinate necessary studies as part of project preparation and implementation.

2. Terms of Reference and Scope of Services

Specific tasks of Environmental Expert during preparation and implementation/monitoring stages of rehabilitation works in above dams are as follows:

- All matters related to Environment Studies, ESDDs, ESIA and ESMP for dam sub projects as specified by the Client for the preparation and its successful execution at the respective states levels in line with Environmental and Social Management Framework (ESMF) of the Project.
- Familiarize self with World Bank's new ESF policy and advise on SPMU actions to meet with ES standard during project implementation. In addition, will monitor and advise on actions for project to comply with Environmental and Social Commitment Plan, part of loan agreement.
- Understand scopes of ESIA and management in consultancies procured or being procured for project planning and implementation under the project and ensure timely and quality deliverable, if required.
- Preparation or support to modify ToR and Bidding/contractual documents for Hiring of Consultant firms for EIA, EMP, Biodiversity assessment, and any studies, if required
- Facilitate co-ordination with DPR technical design and ESIA team as well as other relevant governmental officials/departments.
- Provide all necessary support and facilitation on behalf of IA to CWC and ESIA consultants and to investment planning and design teams on environment related aspects during site assessments, stakeholder consultations, field surveys, maintenance, consultation etc.

- Help states to co-ordinate with Revenue, PWD and Forest authorities in preparing and processing the forest diversion aspects, monitor and submit quarterly progress reports, if required.
- Undertake critical review of DPR reports and provide design inputs in agreement with IA officials for avoiding/minimizing/mitigating project's design induced environmental risk and impact.
- Review all draft and final deliverable submitted by the ESIA team and provide detailed comments, if required. Provide overall evaluation, oversight and co-ordination during preparation of Environmental Screening/Scoping, ESIA, EMP reports including various other reports, formats, checklists and guidelines, if required.
- Ensure integration of ESIA/ESMP findings in investment plans, engineering designs and bidding documents, if required.
- Facilitate environmental, MoEFCC, GoI, CPCB/ SPCB, and forest related regulatory clearances if required. Assist in assessment of impacts to physical, biological, cultural and social environment, and identification of effective mitigation and management measures, if required
- Look for opportunities and propose / plan proactive measures to enhance sustainability of the project activities, as applicable
- Compilation of pollution monitoring data, reports preparation and co-ordination with the monitoring agencies.
- Prepare plan for stakeholder engagement and communication with affected communities, relevant Government agencies, and other stakeholders about the project, assist and guide the Implementing Agency for information dissemination, stakeholder consultations, and proper disclosure of documents
- Supervision and monitoring to ensure compliance of environmental aspects with particular reference to preparation of status/monthly/quarterly reports for CWC and the World Bank on environmental aspects (such as regulatory clearances and reporting, tree cutting / forest clearance, EMP implementation, afforestation programme etc.); preparation of compliance reports for the Environment and Forests of State Governments/ Ministry of Environment and Forests (Govt. of India) (as required); preparation of compliance/completion reports and review and follow up on reports submitted by the Contractors and/or Supervision Consultants.
- Co-ordination with other departments and agencies with particular reference to preparation (as needed with regard to project scope) of applications and follow-up on Environmental Clearances; SPCB NOC; forestry clearances, tree cutting

permissions, NOC for construction activities near area of physical cultural resources, associated facilities, wild life sanctuary, demarcated/non-demarcated forest etc, if required.

- Preparation of dam specific Environment Report and monitoring Contractor's E&S activities at the required frequency
- Discussion and briefing to SPMU officials on dam specific E&S visit as well as major findings and further way forward before submission of final E&S report , trainings of SPMU as well as dam officials on E&S protocols, customized training programs for contractors and officers at various levels (dam level, SPMU level and Government level)
- Preparation and finalization of next Month Action Plan in consultation with SPMU for E&S activities and submission during last week of previous month
- Preparation of Monthly/Quarterly Training Calendar for E&S activities implementation and its implementation
- Need based inspection of DRIP dams, to accompany any panel of experts/CPMU team/World Bank team formed for any special safety issues or any regular visit
- All kind of technical support to SPMU during meetings of Technical Committee/NLSC/SLSC/Bank Mission regarding E&S activities
- Preparation of checklists/guidelines for sustainability of practices/ long term usage by SPMU
- The consultant shall be based at the SPMU/project sites as decided by the Client, with frequent field travel to project sites to monitor and evaluate implementation of ESMP measures as per planned schedule and in agreement ESCP and also to take corrective measures within limit of project agreement.
- Any other duties as may be assigned for the efficient and smooth execution of the project by SPMU

3. Educational Qualification and Experience

3.1. Environment expert

- Bidder/Applicant should have Bachelor of Civil Engineering/ Environmental Engineering with Master's Degree in Environmental Science/Engineering or Equivalent from a recognized University and preferably experience of minimum 2 years in the area of conducting ESIA, preparing Environmental Social Management plans for infrastructure projects.

- Bidder/Applicant should preferably have experience in implementing EMPs and organizing training to Contractor's and Employer's staff.
- Field experience preferable, in assessing project site issues, vulnerabilities/risks, as well as supervising/inspecting/monitoring projects during implementation to mitigate and monitor environmental impacts.
- Candidate's familiarity with objectives and requirements of Bank's new Environmental Social Framework and experience in dams project will be an added advantage.
- Proficiency in use of Computers to manage data base and generation of reports, with overall good communication skills (in English and Hindi/local language.)
- Applicant must be physically fit for extensive touring with maximum age limit of 65 years

4. Duration of assignment

The duration shall be for a minimum period of **six months**, to be reviewed and renewed up to 1 year based on performance and work requirement. The consultant shall be based at the SPMU/project site as decided by the Client, with frequent field travel to project sites to monitor and evaluate implementation of ESMP measures as per planned schedule and in agreement ESCP and also to take corrective measures within limit of project agreement.

5. Eligibility /Conflict of Interest

A Bidder (a) shall not participate in more than one Quotation; (b) shall not have conflict of interest as defined in the Bank's Procurement Guidelines; and (c) should not have been (i) temporarily suspended or debarred by the World Bank Group in compliance with the Bank's Anti-Corruption Guidelines and its Sanctions Framework.

6. Quotation Prices

- The monthly rate for engaging Environment Expert shall be quoted separately. This will be subjected to prevailing Govt of Kerala rules.

- All duties, taxes and other levies payable by the Environment Expert under the contract shall be included in the total price, **including Goods& Service Tax (GST)**.
- The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- The rates should be quoted in Indian Rupees only.

7. Preparation of Quotations

- 7.1 The bidder is advised to visit the project sites at his own expense and obtain all information that may be necessary for preparing the quotation. The bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 7.2 Each bidder shall submit only one quotation. Bidders shall not contact other Bidders on matters relating to this quotation.

8. Signing of Quotations:

The name of person signing the quotation and related documents must be noted below the signature.

9. Deadline for Submission of Quotations:

Quotations and qualification information as specified in Section B must be submitted in hard copy not later than the deadline for submission of quotations viz **29.05.2023 03.00 PM**

10. Validity of Quotation:

Quotation shall remain valid for a period not less than 60 days after the deadline date specified for submission.

11. Evaluation of quotation

The Client shall examine the quotation to determine whether the quotation

- (a) has been properly signed (Clause 8);
- (b) meets the eligibility criteria specified in ITB Clause 3.
- (c) Only Quotations that are both substantially responsive to the RFQ document, and meet eligibility Criteria shall qualify

12. Award of contract

The Client will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

- 12.1** Notwithstanding the above, the Client reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

12.2 The bidder whose quotation is accepted will be notified of the award of contract by the Client prior to expiration of the quotation validity period.

13.Period of Contract:

6 months from the date of agreement extendable up to 1year

SECTION - B

- 1. Format for Qualification Information.**
- 2. Format for Submission of Quotation.**
- 3. Format of Letter of Acceptance.**

Qualification Information

CURRICULUM VITAE (CV)

Name of Expert:	{Insert full name }
Date of Birth:	{day/month/year }
Country of Citizenship/Residence	

Education*: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained }

** Attach self attested copies of certificates*

Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included. }

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment

*** Attach self attested copies of documents/records*

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

Letter of Quotation

The Bidder must prepare the Letter of Quotation on stationery with its letterhead clearly showing the Bidder's complete name and address. The italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.

Description of the Works: **DRIP Phase II – Engaging Environment Expert**

RFQ No. **KWRD DRIP/E&S/CE-Q1/2023-24**

Our Reference: No..... Dated.....

To:

The Project Director
SPMU, DRIP
Irrigation design and Research Board (IDRB),
3rd Floor Vikas Bhavan,
Thiruvananthapuram. PIN: 695 033
Ph: 0471-2784001.

Subject :.....

Sir,

(a) **Validity:** Our Quotation shall be valid for the period of 60 days from the deadline fixed for the Quotation submission;

(b) **Quotation Price: Rate pay per month** as per our quotation.

1. Environment Expert

Rs.** _____ [in figures]

Rs. _____ [in words];

Yours faithfully,

Authorized Signature

Name & Title of Signatory _____

In the capacity of *[insert legal capacity of person signing the Letter of Quotation]*

Name of Bidder _____

Address _____

Dated on _____ day of _____, _____ *[insert date of signing]*

** ***To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.***

Letter of Acceptance
(LETTERHEAD OF THE CLIENT)

Dated: _____

To: [Name and address of the Contractor]

Dear Sirs,

This is to notify you that your quotation dated _____ for engaging the _____ for the rate of Rupees _____ [amount in words and figures], per day is hereby accepted by us.

You are also requested to sign the agreement form and proceed with the work not later than _____ under the instructions of the Client, _____ and ensure its completion within the contract period.

With the issuance of this acceptance letter, the contract for the above said work, stands concluded.

Yours faithfully,

Authorized Signature
Name and title of Signatory of Client

**SAMPLE CONTRACT FOR CONSULTING SERVICES
TIME BASED (INDIVIDUAL)
(WORLD BANK FINANCED)**

CONTRACT

THIS CONTRACT ("Contract") is entered into this [day] day of [month], [year], by and between [name of Client] ("the Client") having its principal place of business at [location], and [name of Consultant] ("the Consultant") having its principal office located at [location].

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services" which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations", within the time periods listed in such Annex, and the "Cost Estimate of Services, and Schedule of Rates", as shown in Annex C, to perform the Services.

2. Term

The Consultant shall perform the Services during the period commencing [date] and continuing through [date], or any other period as may be subsequently agreed by the parties in writing.

3. Payment

The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph A below and of the reimbursable expenditures as defined in sub-paragraph B below.

A. Remuneration

The Client shall pay the Consultant for Services rendered at the *rate per month spent* in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, and Schedule of Rates".

B. Reimbursables

The rate quoted shall include all the expenses including travel expenses. No other reimbursable are provided.

D. Payment Conditions

Payment shall be made in Indian Rupees on submission of invoices in duplicate to the Coordinator designated in paragraph 4. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

E. Working Hour and Leave

The Consultant's working hours, leave, etc. will be determined in accordance with existing rules and regulations applicable to a public servant.

4. Project Administration

A. Coordinator

The Client designates Mr./Ms. [full name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

The Consultant shall submit monthly timesheets providing the breakdown of the actual time spent in carrying out the tasks during the said month. The timesheets should be submitted along with the Consultant's invoices for payment.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

D. Reports. The reports listed in Annex B, "Consultant's Reporting Obligations", shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The World Bank's Anti-Corruption Guidelines, 2016 shall be applicable under the contract.

6. Fraud and Corruption

The World Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework and Attachment 1 to this Contract.

7. Confidentiality

The Consultants shall not disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

8. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong and remain the property of the Client. The Consultant may retain a copy of such documents and software with written approval of the Client.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or subcontract or any portion of it without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of the country, and the language of the Contract shall be English.

12. Dispute Resolution

Any dispute arising out of this Contract, should be amicably settled between the parties, and decision of client shall be binding and final.

13. Force Majeure

13.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

13.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party

could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

- 13.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 13.4. The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 13.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 13.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 13.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 13.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
 - (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

13.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses 13.

14. Termination

By Client

The Client may terminate this Contract by not less than fifteen (15) days written notice to the Consultant to be given after the occurrence of any of the events specified below:

- a) if the Consultant does not remedy a failure in the performance of his/her obligations under the Contract, within twenty-eight (28) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than twenty-eight (28) days;
- c) if the Consultants, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contractor; or
- d) if the Client, in its sole discretion, decides to terminate this Contract.

By Consultant

The Consultant may terminate this Contract, by not less than twenty-eight (28) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified as follows:

- a) if the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 13 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- b) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than twenty-eight (28) days.

General

This agreement may, however, be terminated by either parties without assigning any reason after serving twenty-eight (28) days notice or payment in lieu thereof.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

LIST OF ANNEXES AND ATTACHMENTS

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services, and Schedule of Rates

Attachment 1: Fraud and Corruption

ANNEX A

Terms of Reference & Scope of Services

Specific tasks of Environmental Expert during preparation and implementation/monitoring stages of rehabilitation works in dams are as follows:

2.1. Environment expert

- All matters related to Environment Studies, ESDDs, ESIA and ESMP for dam sub projects as specified by the Client such as preparation and its successful execution at the respective states levels in line with Environmental and Social Management Framework (ESMF) of the Project.
- Familiarize self with World Bank's new ESF policy and advise on SPMU actions to meet with ES standard during project implementation. In addition, will monitor and advise on actions for project to comply with Environmental and Social Commitment Plan, part of loan agreement.
- Understand scopes of ESIA and management in consultancies procured or being procured for project planning and implementation under the project and ensure timely and quality deliverable, if required.
- Preparation or support to modify ToR and Bidding/contractual documents for Hiring of Consultant firms for EIA, EMP, Biodiversity assessment, and any studies, if required
- Facilitate co-ordination with DPR technical design and ESIA team as well as other relevant governmental officials/departments.
- Provide all necessary support and facilitation on behalf of IA to CWC and ESIA consultants and to investment planning and design teams on environment related aspects during site assessments, stakeholder consultations, field surveys, maintenance, consultation etc.
- Help states to co-ordinate with Revenue, PWD and Forest authorities in preparing and processing the forest diversion aspects, monitor and submit quarterly progress reports, if required.
- Undertake critical review of DPR reports and provide design inputs in agreement with IA officials for avoiding/minimizing/mitigating project's design induced environmental risk and impact.
- Review all draft and final deliverable submitted by the ESIA team and provide detailed comments, if required. Provide overall evaluation, oversight and co-

ordination during preparation of Environmental Screening/Scoping, ESIA, EMP reports including various other reports, formats, checklists and guidelines, if required.

- Ensure integration of ESIA/ESMP findings in investment plans, engineering designs and bidding documents, if required.
- Facilitate environmental, MoEFCC, GoI, CPCB/ SPCB, and forest related regulatory clearances if required. Assist in assessment of impacts to physical, biological, cultural and social environment, and identification of effective mitigation and management measures, if required
- Look for opportunities and propose / plan proactive measures to enhance sustainability of the project activities, as applicable
- Compilation of pollution monitoring data, reports preparation and co-ordination with the monitoring agencies.
- Prepare plan for stakeholder engagement and communication with affected communities, relevant Government agencies, and other stakeholders about the project, assist and guide the Implementing Agency for information dissemination, stakeholder consultations, and proper disclosure of documents
- Supervision and monitoring to ensure compliance of environmental aspects with particular reference to preparation of status/monthly/quarterly reports for CWC and the World Bank on environmental aspects (such as regulatory clearances and reporting, tree cutting / forest clearance, EMP implementation, afforestation programme etc.); preparation of compliance reports for the Environment and Forests of State Governments/ Ministry of Environment and Forests (Govt. of India) (as required); preparation of compliance/completion reports and review and follow up on reports submitted by the Contractors and/or Supervision Consultants.
- Co-ordination with other departments and agencies with particular reference to preparation (as needed with regard to project scope) of applications and follow-up on Environmental Clearances; SPCB NOC; forestry clearances, tree cutting permissions, NOC for construction activities near area of physical cultural resources, associated facilities, wild life sanctuary, demarcated/non-demarcated forest etc, if required.
- Preparation of dam specific Environment Report and monitoring Contractor's E&S activities at the required frequency
- Discussion and briefing to SPMU officials on dam specific E&S visit as well as major findings and further way forward before submission of final E&S report, trainings of SPMU as well as dam officials on E&S protocols,

customized training programs for contractors and officers at various levels (dam level, SPMU level and Government level)

- Preparation and finalization of next Month Action Plan in consultation with SPMU for E&S activities and submission during last week of previous month
- Preparation of Monthly/Quarterly Training Calendar for E&S activities implementation and its implementation
- Need based inspection of DRIP dams, to accompany any panel of experts/CPMU team/World Bank team formed for any special safety issues or any regular visit
- All kind of technical support to SPMU during meetings of Technical Committee/NLSC/SLSC/Bank Mission regarding E&S activities
- Preparation of checklists/guidelines for sustainability of practices/ long term usage by SPMU
- The consultant shall be based at the SPMU/project sites as decided by the Client, with frequent field travel to project sites to monitor and evaluate implementation of ESMP measures as per planned schedule and in agreement ESCP and also to take corrective measures within limit of project agreement.
- Any other duties as may be assigned for the efficient and smooth execution of the project by SPMU

ANNEX B

Consultant's Reporting Obligations

1. Environment Expert

Sl. No.	Reports/tasks/activities	Contents of Reports	Persons to receive them	Date of Submission
1.	Preparation of ESDD and ESMP of dams as directed by the Client	As per format prepared by CPMU-CWC	SPMU	As decided by the Client
2.	Monthly Status Reports/checklists of E &S activities each dam where rehabilitation activities are under progress	Prescribed format received from CPMU-CWC	SPMU	On or before 5 th of succeeding month
3.	Supervision and monitoring the works to ensure compliance of environmental aspects with particular reference to preparation of status/monthly/quarterly reports on EMP implementation			As and when required/ decided by the Client
5.	Preparation of compliance/completion reports and reviews & follow up on reports submitted by contractors		SPMU	As and when required/ decided by the Client
6.	Facilitate stakeholder consultation as and when required		SPMU	As and when required/ decided by the Client
7.	Capacity building activities for SPMU officials, dam level officials and contractors on environmental aspects of dam rehabilitation, management and on site		SPMU	As and when required/ decided by the Client
8.	Coordination with CPMU-CWC		SPMU	As and when required/ decided by the Client
9.	Coordination with SPMU, dam officials and contractor		SPMU	As and when required/ decided by the Client
10.	Any other duties as may be assigned for the efficient and smooth execution of the project by SPMU,		SPMU	As and when required/ decided by the Client

	adhering to the agreement conditions, ESDD, ESMP and other related guidelines of World Bank			
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ANNEX C

Cost Estimate of Services, and Schedule of Rates

Table (1): Remuneration of the Consultant

Expert	Rate (per month in Indian currency)
Environment Expert	

Attachment 1- Fraud and Corruption
(Text in this Attachment shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank

determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.