

## **ENGAGEMENT OF CONSULTANT FOR CONTRACT MANAGEMENT AT HEADQUARTER, CENTRAL GROUND WATER BOARD, FARIDABAD**

Central Ground Water Board intends to engage consultant. The role of the consultant is to assist Central Ground Water Board in executing the various activities to be outsourced under NAQUIM including preparation of tender documents/EOI, monitoring, timely completion of the activities etc. Therefore, Central Ground Water Board is inviting “Expression of Interest (EOI)” from experienced/reputed individuals/consultants having vast experience in the field of contract management for preparation, processing of tender documents/EOIs, other activities related to procurement of goods/works/services etc. The consultant should be retired Govt. Officer with proven record who had served preferably in DGS&D, Railways, Defence etc. The services of consultant will be required for a period of Eight to Twelve months on a fixed monthly remuneration.

The Expression of interest shall be submitted in a duly sealed envelope clearly marked as **“Expression of Interest (EOI) for Engagement of Consultant for Contract Management at Headquarter, Central Ground Water Board, Faridabad”**. The interested consultants are requested to submit their EOI and all other documents complete in all respects within 30 days from the date of publication to the office of **“The Director (Administration), Central Ground Water Board, CHQ, Bhujal Bhawan, NH-IV, Faridabad-121001 (Haryana)”** Phone No.0129-2477105. The Central Ground Water Board shall not take any responsibility regarding any postal or other delay in receiving the EOI. The Central Ground Water Board reserves the right to accept or reject any or all EOI’s without assigning any reason whatsoever.

The Terms of Reference’s of a consultant are as below.

**TERMS OF REFERENCE FOR ENGAGEMENT OF CONSULTANT FOR  
CONTRACT MANAGEMENT AT HEADQUARTER, CGWB, FARIDABAD**

To provide assistance, guidance and monitoring in the following areas of work contract management related to works/consultancy as part of NAQUIM Project.

1. Preparation and execution of realistic procurement plan for NAQUIM Project .
2. Finalization of tender documents including corrections, modifications/improvisation of draft tender document. Providing support in technical and finalization bid evaluation of tenders and preparation of bid evaluation report etc. Preparation of monitoring and implementation system for successful execution of work/consultancy etc. related to project management.
3. Preparation of guidelines covering the aspect like evaluation of tender and award of work, management, measurement and verification of works by CGWB.

## QUALIFICATION CRETERIA

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| (i) Eligibility (Essential)  | <p>(a) Retired Government officers with Grade pay of Rs. 7600/- and above &amp; having experience of <i>at least 10 years in handling of procurement of works, goods &amp; services, quotations, tender documents, processing, evaluation, monitoring of contract.</i></p> <p>(b) <i>Experience in contract management, having proven record of preparation of tender document, evaluation of technical and financial bid, award of work/contract and procurement management information system etc</i></p> |
| (ii) Eligibility (Desirable) | <p>(a) Strong communication skills, particularly in Noting and drafting.</p> <p>(b) Analytical and presentation skills with ability to generate a well researched and written report.</p> <p>(c) The consultant should have served preferably in <i>DGS&amp;D, CPWD, Ministry of Railways, Ministry of Defence(MES), CWC and other Ministry/Department belonging to Engineering Services.</i></p>   |

## **ENTITLEMENTS OF CONSULTANTS**

- (a) **Consultancy Fee** The consolidated monthly fee shall range between Rs. 36,000/- and Rs. 40,000/- per month, depending on qualification and work experience of the selected candidates as below:
- Retired Deputy Secretary Rs 36,000/-
  - Retired Director level and above Rs 40,000/-
- The amount of fee shall be further subject to the condition that the fee plus pension drawn by them shall not exceed the last pay drawn. However, they will continue to draw pension and the dearness relief on pension during the period of their engagement as Consultant.
- (b) **Drawal of Pension:** A retired Government official appointed as Consultant in any category shall continue to draw pension and the dearness relief on pension during the period of his engagement as Consultant. His/her engagement as Consultant shall not be considered as a case of re-employment.
- (c) **Allowance:** The Consultants shall not be entitled to any *other* allowance such as Dearness Allowance, Residential-Telephone, Transport Facility, Residential Accommodation, Personal Staff, CGHS, Medical Reimbursement, Conveyance Allowance etc. Only Telephone allowance/mobile allowance will be allowed up to Rs.1000/- per month.
- (d) **Leave:** Consultants shall be eligible for 8 days leave in a calendar year on pro-rata basis. Therefore, a consultant shall not draw any remuneration in case of his/her absence beyond 8 days in a year (calculated on a pro-rata basis and the un-availed leave in a calendar year cannot be carried forward to next calendar year.
- (e) **Termination:** The Board would be free to terminate the services in case a Consultant remains absent for more than 15 days beyond the entitled leave in a calendar year or the engagement may be terminated at any time by the Government without assigning any reason by giving a notice of fifteen days.

- (f) **TA/DA:** No TA/DA shall be admissible for joining the assignment or on its completion. Foreign travel of Consultants may be permitted only in exceptional case subject to the guidelines of Ministry in consultation with IFD. However, Consultants shall be allowed TA/DA for their travel inside the country in connection with the official work, *TA/DA shall be admissible as per the entitlement of officer drawing grade pay Rs.7600/-.*
- (g) **Duration / Period of engagement** Candidates selected will be appointed on contract basis for an initial period of *one year* or till the time work completed, whichever is the earlier. This term can be extended depending upon work need. *During engagement the office of the Consultant shall be CGWB, CHQ, Bhujal Bhawan, NH-IV Faridabad (Haryana).*

## **Other Terms and conditions are as following:**

1. The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the employer under the contract.

The contract shall include provisions limiting future engagement of the consultant for other services resulting from or directly related to the firm's consulting services in accordance with following requirements:

- a. The consultants shall provide professional, objective, and impartial advice and at all times hold the employer's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other employers, or that may place them in a position of being unable to carry out the assignment in the best interest of the employer. Without limitation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:

- i. Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e, services other than consulting services covered by these Guidelines) – A firm that has been engaged by the employer to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services covered by these Guidelines) resulting from or directly related to the consulting services for such preparation or implementation. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Contractor's obligations under a turnkey or design and build contract.
- ii. Conflict among consulting assignments – Neither consultants (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultant assisting a employer in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

- iii. Relationship with Employer's staff – Consultants (including their experts and other personnel, and sub-consultants) that have a close business or family relationship with a professional staff of the Employer (of the project implementing agency) who are directly or indirectly involved in any part of (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract, or (iii) the supervision of such contract may not be awarded, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.
  - iv. A consultant shall submit only one proposal, either individually or as a joint venture partner in another proposal. If a consultant, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual or participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.
- b. Unfair Competitive Advantage – Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Employer shall make available to all the short listed consultants, together with the request for proposals, all information that would in that respect give a consultant a competitive advantage.

2. Professional Liability – The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the consultant's liability to the Employer will be governed by the applicable law, the contract need not deal with this matter. The client (purchaser) may, however, prescribe other liabilities depending on the requirement in each case without any restriction on the Consultant's liability as per applicable law.