

No. L-54011/1/2019-PP(PLU)/EA  
भारत सरकार / Government of India  
जल शक्ति मंत्रालय / Ministry of Jal Shakti  
जल संसाधन, नदी विकास एवं गंगा संरक्षण विभाग  
Department of Water Resources, River Development & Ganga Rejuvenation/  
आर्थिक सलाहकारी स्कंध /Economic Advisory Wing  
( योजना इकाई / Planning Unit )

823, ब्लॉक-11, सी. जी. ओ. कॉम्प्लेक्स ,

लोधी रोड, नई दिल्ली ,110 003,

Dated : 13<sup>th</sup> March, 2020

**Re-issue of Request for Proposal (RFP)**

**Subject: Re-issue of Request for Proposal for Consultancy for Evaluation of Central Sector Schemes-Package A: Technical Schemes of the Department of Water Resources, River Development and Ganga Rejuvenation.**

Reference even no. Letter of Invitation of proposal dated 22.01.2020, the Request for Proposal (RFP) is hereby re-issued by amending the provisions pertaining to Earnest Money Deposit (EMD), Performance Bank Guarantee and related conditions and also the timeline, in order to attract sufficient number of proposals from the empanelled institutions.

The salient features of the study, eligibility criteria and instructions on bidding procedure and other details are available in this Re-issued RFP document which is also uploaded on the website <http://mowr.gov.in>.

Interested Institutes are requested to submit their proposals in a sealed envelope through Speed Post/ Registered Post or deliver by hand super scribing "**RFP for Evaluation of Central Sector Schemes of DoWR, RD&GR**" on top of the envelope to the following address on or before April, 7<sup>th</sup>, 2020, 17:00 hrs.

The submission must be addressed to:

Shri Bamane Mohan Jinnappa,  
Deputy Director, Planning Unit,  
Department of Water Resources, River Development and Ganga Rejuvenation,  
Room No. 823, 8<sup>th</sup> Floor, Block 11,  
CGO Complex,  
New Delhi, 110 003

  
13.03.2020

बामणे मो.जि. / (Bamane M.J.),

उप- निदेशक(योजना इकाई)/

DD(Planning Unit)

Tel. 011-24366683

To,  
As per list Annexed

**Annexure**

- 1) **Indian Institute of Technology Delhi**
- 2) **Indian Institute of Technology Kharagpur**
- 3) **Indian Institute of Technology Bombay**
- 4) **Indian Institute of Technology Madras**
- 5) **Indian Institute of Technology Kanpur**
- 6) **Indian Institute of Technology Guwahati**
- 7) **Indian Institute of Technology Roorkee**
- 8) **Indian Institute of Technology Gandhinagar**
- 9) **Indian Institute of Technology Hyderabad**
- 10) **Indian Institute of Technology Indore**
- 11) **National Institute of Technology Allahabad**
- 12) **National Institute of Technology Bhopal**
- 13) **National Institute of Technology Jaipur**
- 14) **National Institute of Technology Jalandhar**
- 15) **National Institute of Technology Kurukshetra**
- 16) **National Institute of Technology Nagpur**
- 17) **National Institute of Technology Delhi**
- 18) **Jawaharlal Nehru University, New Delhi**
- 19) **Aligarh Muslim University, Aligarh**
- 20) **Central University of Haryana, Mahendergarh, Haryana**
- 21) **Jamia Millia Islamia Central University, New Delhi**
- 22) **Quality Council of India, New Delhi**

**Re-issue of  
Request for Proposal**

**for**

**Consultancy for Evaluation of Central  
Sector Schemes -  
Package A: Technical Schemes**

**of**

**Department of Water Resources, River  
Development & Ganga Rejuvenation**

**GOVERNMENT OF INDIA  
MINISTRY OF JAL SHAKTI  
DEPARTMENT OF WATER RESOURCES, RIVER DEVELOPMENT AND GANGA  
REJUVENATION**

Government of India  
Ministry of Jal Shakti  
Department of Water Resources, River Development & Ganga Rejuvenation

**TABLE OF CONTENTS**

<b>Sl. No.</b>	<b>Description</b>	<b>Page No.</b>
1	Disclaimer	5
2	Section 1: Letter of Invitation	6-7
3	Section 2: Introduction	8-11
4	Section 3: Instructions to Applicants	12-22
5	Section 4: Technical Proposal Forms	23-28
6	Section 5: Financial Proposal Forms	29-32
7	Section 6: Terms of Reference	33-57
8	Section 7: Standard Form of Contract	58-77
9	Annexure-I: Bid Securing Declaration	78
10	Annexure-II: O.M. regarding General Template for the Evaluation Study Report	79-83

## **DISCLAIMER**

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide empanelled institutions/agencies with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

# **Section 1**

## **Letter of Invitation**

No. L-54011/1/2019-PP(PLU)/EA  
भारत सरकार / Government of India  
जल शक्ति मंत्रालय / Ministry of Jal Shakti  
जल संसाधन, नदी विकास एवं गंगा संरक्षण विभाग  
Department of Water Resources, River Development & Ganga Rejuvenation/  
आर्थिक सलाहकारी स्कंध /Economic Advisory Wing  
( योजना इकाई / Planning Unit )

**Re-issue of Request for Proposal (RFP)**

**Subject: Re-issue of Request for Proposal for Consultancy for Evaluation of Central Sector Schemes-Package A: Technical Schemes of the Department of Water Resources, River Development and Ganga Rejuvenation.**

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The submission must be addressed to:

Shri Bamane Mohan Jinnappa,  
Deputy Director, Planning Unit,  
Department of Water Resources, River Development and Ganga Rejuvenation,  
Room No. 823, 8<sup>th</sup> Floor, Block 11,  
CGO Complex,  
New Delhi, 110 003

## **Section 2**

### **Introduction**

## SECTION 2: INTRODUCTION

### 2.1 Background

2.1.1 The Department of Water Resources, River Development and Ganga Rejuvenation (the “Authority”) is responsible for subjects pertaining conservation and management of water as a national resource; overall national perspective of water planning & coordination in relation to diverse uses of water and interlinking of rivers; conservation, development, management and abatement of pollution in river Ganga, its tributaries and all rivers of India; addressing inter-State and trans-boundary water issues; bilateral and multi-lateral cooperation; guidelines and programmes for development and regulation of country’s water resources; water resources & quality assessment; and water laws and legislations. The Department operates various central sector schemes which are necessary for performing its policy, regulatory and development role in water sector, effectively.

2.1.2 The Authority is implementing 12 Central Sector schemes of which, three are externally aided project, viz., Dam Rehabilitation and Improvement Project, National Hydrology Project and National River Conservation Plan (Ganga Basin). The other schemes include Research & Development, Infrastructure Development, Farakka Barrage Project, Ground Water Management & Regulation, River Basin Management etc. Majority of these schemes are coterminous with the 14<sup>th</sup> Finance Commission.

2.1.3 The Government of India has made evaluation of Central Sector schemes by respective Ministries/Department mandatory before the schemes come up for fresh appraisal. As the 14<sup>th</sup> Finance Commission cycle will end in March 2020, and the 15<sup>th</sup> Finance Commission will begin thereafter, the Department of Water Resources, River Development & Ganga Rejuvenation proposes to get third party evaluation of the ongoing Central Sector Schemes. The Central Sector Schemes proposed for evaluation are listed below:

Package	Name of the Scheme
<b>A. Technical Schemes</b>	• Farakka Barrage Project
	• Dam Rehabilitation and Improvement Project (EAP)
	• Ground Water Management & Regulation
	• Research & Development Programme in water sector
<b>B. Non-Technical Schemes</b>	• River Basin Management
	• Implementation of National Water Mission
	• HRD & Capacity Building
	• Infrastructure Development

2.1.4 In pursuance of the above, the Authority has decided to carry out the process for selection of Consultants for Evaluation of the individual Central Sector Schemes in **Package A – Technical Schemes** (the “Projects”) in accordance with the Terms of Reference specified at Section 6 (Terms of Reference).

### 2.2 Request for Proposals

2.2.1 The Authority invites proposals for selection of Technical Consultants who shall conduct an evaluation study of the schemes in the Package, including an assessment of the performance of the schemes in the context of the mandates of the Department.

2.2.2 The Authority intends to select the Consultants through a competitive bidding among the empanelled institutions/agencies in accordance with the procedure set out herein.

### **2.3 Pre-qualification**

2.3.1 The Authority has empanelled reputed institutions from whom the proposals for Third Party Evaluation of Central Sector Schemes must be invited. They are the IITs, NITs, Quality Council of India (QCI) and Central Universities having their own Engineering Departments.

### **2.4 Due diligence by Applicants**

2.4.1 Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by contacting or sending written queries to the Authority's representative mentioned in Para 2.10.

2.4.2 Bidders shall bear all costs associated with the preparation and submission of their proposals. The Authority 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 Bidders.

### **2.5 Availability of RFP Document**

2.5.1 The document can be downloaded from the Official Website of the Authority [www.mowr.gov.in](http://www.mowr.gov.in)

### **2.6 Validity of the Proposal**

2.6.1 The Proposal shall be valid for a period of not less than 60 days from the Proposal Due Date (the "PDD").

### **2.7 Brief description of the Selection Process**

2.7.1 The Authority has adopted a two-stage selection for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes for each of the schemes. In the first stage, a technical evaluation will be carried out as specified in Para 3.18. Based on this technical evaluation, a list of short-listed applicants shall be prepared. There is no weightage for technical score in the final evaluation. In the second stage, a financial evaluation will be carried out on Least Cost System (LCS) method for the selection of successful bidder.

### **2.8 Currency for payment**

2.8.1 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

### **2.9 Schedule of Selection Process**

2.9.1 The scheduled selection is given in Data-Sheet at Part-II of Section 3.

### **2.10. Pre-Proposal Queries**

Prospective Applicants may address their queries to the nodal officer specified below:

Shri Bamane Mohan Jinnappa,  
Deputy Director, Planning Unit,  
Department of Water Resources, RD&GR,

Room No.823, 8<sup>th</sup> Floor, Block 11, CGO Complex,  
New Delhi – 110003  
Email: [bamane.m@gov.in](mailto:bamane.m@gov.in)  
Phone: 011-24366683

## **2.11 Communications**

2.11.1 All communications including the submission of Proposal should be addressed to:

Shri Bamane Mohan Jinnappa,  
Deputy Director, Planning Unit,  
Department of Water Resources, RD&GR,  
Room No.823, 8<sup>th</sup> Floor, Block 11, CGO Complex,  
New Delhi – 110003.  
Email: [bamane.m@gov.in](mailto:bamane.m@gov.in)  
Phone: 011-24366683

2.11.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**RFP for Consultancy for Evaluation of Central Sector Schemes - Package A: Technical Schemes  
followed by name of the Scheme**

## **Section 3**

# **Instructions to Applicants**

## SECTION 3: INSTRUCTIONS TO APPLICANTS

### PART-I

#### 3.1 Definitions

- (a) “Authority” means the Department of Water Resources, River Development & Ganga Rejuvenation, Ministry of Jal Shakti who has invited bids for conducting third party evaluation of Central Sector Schemes under its implementation, with whom each of the selected agencies signs the Contract for the evaluation study and to whom the selected consultant shall provide services as per the terms and conditions and Terms of Reference (TOR) of the contract.
- (b) “Consultant” means any entity or person or associations of person who have been shortlisted to submit their proposals that may provide the Services to the Authority under the Contract.
- (c) “Contract” means the Contract signed by the Parties for this assignment.
- (d) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of India
- (g) “Instructions to Consultants” means the document which provides empanelled Consultants with all information needed to prepare their proposals.
- (h) LOI means the Letter of Invitation being sent by Employer to the empanelled consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request for Proposal prepared by the Authority for the selection of Consultants, based on the RFP.
- (l) “Assignment / job” means the work to be performed by the agency pursuant to the Contract.
- (m) “Terms of Reference” (TOR) means the document included in the RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

### 3.2 Scope of Proposal

3.2.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant institution/agency possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

3.2.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

3.2.3 The Applicant shall submit its Proposal in the form and manner specified in this Section 3 of the RFP. The Technical Proposal shall be submitted in the form at Section 4 and the Financial Proposal shall be submitted in the form at Section 5. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Section-7.

### 3.3. Key Personnel

3.3.1 The Consultant shall form a multi-disciplinary team (the “**Consultancy Team**”) for undertaking this assignment. The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) for each of the schemes for which application are submitted. The composition of core team of key personnel and their respective responsibilities are specified below:

<b>Key Personnel</b>	<b>Responsibilities</b>
<b>Team Leader</b>	S/HE will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Evaluation Study, and act as a focal point to the Authority throughout the duration of the Consultancy for the specific sector. S/He will be responsible for: <ul style="list-style-type: none"> <li>• Overall execution of the consultancy assignment.</li> <li>• Accountable leadership providing guidance, problem solving support and leading discussions with senior stakeholders</li> <li>• Ensure all deliverables and milestones are satisfactorily delivered</li> </ul>
<b>Water Resources Expert</b>	S/he will be responsible for providing subject matter/sector/domain expertise of the proposed Project including: <ul style="list-style-type: none"> <li>• Institutional and policy matters pertaining to development of water sector;</li> <li>• Providing analysis plan, questionnaire and discussion guide design, analysis of secondary and primary data, mid-term and final evaluation report review, sector-specific synthesis and recommendations, etc. among others</li> </ul>
<b>Economist</b>	S/He will be responsible for: <ul style="list-style-type: none"> <li>• Providing economic perspectives on all aspects of the project, including SDG and National Development Plan (NDP) served by the scheme,</li> <li>• Providing analysis, insights and inputs focusing on the cross-sectional themes of direct/indirect employment generation,</li> </ul>

<b>Key Personnel</b>	<b>Responsibilities</b>
	impact on and role of private sector, community and civil society in the scheme.
<b>Gender and Social Inclusion Specialist</b>	S/He will be responsible for: <ul style="list-style-type: none"> <li>• Providing expertise on assessing the integration of gender and social inclusion concerns, i.e., gender mainstreaming, attitudes towards gender etc, in the programmes, particularly in terms of equity.</li> <li>• Providing analysis, insights and inputs focusing on the cross-sectional themes of gender mainstreaming, inclusion of SC, ST, OBC, Minorities, Person with</li> </ul>
<b>Statistician</b>	S/He will be responsible for: <ul style="list-style-type: none"> <li>• Providing basic statistical rigor in developing methodology including sampling, questionnaires, data analysis from primary and secondary sources.</li> </ul>

### 3.4 Conditions of Eligibility for Key Personnel

3.4.1 Each of the key personnel must fulfill the Conditions of Eligibility specified below:

<b>Key Personnel</b>	<b>Educational Qualification</b>	<b>Length of Experience</b>	<b>Experience on Eligible Assignments</b>
<b>Team Leader</b>	Post-Graduate degree or PG Diploma from recognized University/ Institution.	10 years	Experience of minimum 5 years in water resources field
<b>Water Resources Expert</b>	Bachelor degree in Civil Engineering and post-graduate in Water Resources field	5 years	Working or research experience in water resources field
<b>Economist</b>	Post-graduate degree in Economics	5 years	Working or research experience in public policy impact evaluation studies
<b>Gender and Social Inclusion Specialist</b>	Postgraduate degree in social sciences, preferably in Social Inclusion or Gender Studies	5 years	Working or research experience in social inclusion/ gender mainstreaming
<b>Statistician</b>	Postgraduate degree in Statistics, Econometrics or Mathematics	5 years	Working or research experience in designing and conducting statistical surveys

### 3.5 Conflict of Interest

3.5.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

3.5.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant

shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

3.5.3 Without limitation on the generality of the foregoing, agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- a) **Conflicting Activities:** A consultant or any of its affiliates selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project, if the consultancy or any of its affiliates is found indulged in any such activities which may be termed as the conflicting activities by the Authority.
- b) **Conflicting Assignment/job:** A Consultant (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Consultant to be executed for the same or for another Authority.
- c) **Conflicting Relationships:** A Consultant that has a business or family relationship with a member of the Authority staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.

3.5.4 Consultant has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Authority, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Consultant fails to disclose said situations and if the Authority comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its contract during execution of the assignment.

3.5.5 **Unfair Advantage:** If a Bidder could derive a competitive advantage from having provided consulting services related to the services in question and which is not defined as conflict of interest as per Para 5 above, the Authority shall make available to all Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

### 3.6. Number of Proposals

3.6.1 RFPs have been invited for evaluation of 4 (four) schemes under Package A, Technical Schemes. An applicant may submit proposal for all or any number of the schemes, but no Applicant shall submit more than one Application per scheme. An Applicant applying individually or as an Associate shall not be entitled to submit another application for the same scheme either individually or as a member of any consortium, as the case may be. Applicant will submit separate technical and financial bids under this RFP for each of such schemes.

### 3.7. Cost of Proposal

3.7.1 The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including visits to the Authority etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

### 3.8. Verification of information

3.8.1 Applicants are encouraged to submit their respective Proposals after verification of the schemes, guidelines etc. within the purview of this RFP and the Applicable Laws and regulations or any other matter considered relevant by them.

### **3.9. Acknowledgement by Applicant**

3.9.1. It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Para 3.8 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Para 3.8 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

3.9.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

### **3.10 Right to reject any or all Proposals**

3.10.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

3.10.2 Without prejudice to the generality of Para 3.10.1, the Authority reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

### **3.11 Proposal Validity**

3.11.1 Part II Data Sheet indicates how long Consultants' proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the proposal and also the financial proposal unchanged. The Authority shall make its best effort to complete the process of awarding contract within this period. Should the need arise; however, the Authority may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Personnel nominated in the Proposal and their financial proposal; Consultants could submit new staff replacement, which would be considered in the final evaluation for award of the contract. Consultants who do not agree, have the right to refuse to extend the validity of their Proposals. Under such circumstance, the Authority shall not consider such Proposal for evaluation.

### **3.12 Preparation of Proposal**

3.12.1 The proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.

3.12.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.12.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- a) The estimated number of Key Personnel months for the Assignment/job as shown in the Part II Data Sheet. However, the Proposal shall be based on number of Key Personnel months or budget estimated by the Consultants. While making the Proposal, the Consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
- b) Alternative Key Personnel shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position mentioned.

3.12.4 Submission of the wrong type of Technical proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicative in the following para from (a) to (e) using the attached Forms (Section 4). Form TECH-1 in Section – 4 is a sample letter of technical proposal which is to be submitted along with the technical proposal.

- a) Comments and suggestions on the terms of Reference including workable suggestions that could improve the quality /effectiveness of the assignment/job/ (Form TECH-2 of Section 4).
- b) A description of the approach, methodology and work plan for performing the assignment/job covering the following: technical approach and methodology, work plan, project organization and availability of experts, and transfer of knowledge/training. Guidance on the content of this section of the Technical Proposals is provided under Form TECH -3 of Section 4. The work plan should be consistent with the Work Schedule (Form TECH-6 of Section 4) which will be shown in the form of a Gantt chart the timing for each activity.
- c) The list of the proposed Core Team of Key Personnel by area of expertise, the position that would be assigned to each staff team member and their tasks to be provided in Form TECH-4 of Section 4.
- d) CVs of the Key Personnel as mentioned in Para 3.12.4(c) above signed by themselves or by their authorized representative (Form TECH-5 of Section 4).
- e) Estimates of work schedule should be given in Form TECH-6 of Section 4.

3.12.5 The **Technical Proposal** shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

3.12.6 The **Financial Proposal** shall be prepared using the prescribed Forms (Section 5). It shall list all costs associated with the assignment/job, including (a) remuneration for staff and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity. The financial proposal shall be rejected summarily, if found not in the prescribed forms.

3.12.7 **Taxes** – The Consultant shall fully familiarize themselves about the applicable domestic duties and taxes on amounts payable by the Authority under the Contract. All such duties and taxes must be included by the consultant in the financial proposal.

### **3.13 Currency**

3.13.1 Consultant shall express the price of their assignment/job in Indian Rupees (INR) only.

### **3.14 Earnest Money Deposit (EMD)**

**3.14.1** In lieu of the Earnest Money Deposit (EMD), the applicant shall submit Bid Securing Declaration as given in Annexure-I for each of the scheme.

### **3.15 Performance Guarantee**

3.15.1 In lieu of Performance Bank Guarantee 10 % of each installment amount shall be retained which shall be released on satisfactory completion of the Study and fulfillment of all contractual obligations. Further details are elaborated at Para 6.5.1 of Section 6, Part A: General Terms of Reference.

### **3.16 Submission, Receipt and opening of Proposal**

3.16.1 The original proposal, both Technical and Financial shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should be in the format of TECH-1 of Section 4, and FIN-1 of Section 5 respectively.

3.16.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

3.16.3 The original and three copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly the original Financial Proposal shall be placed in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the scheme. The envelopes containing the Technical proposals, Financial Proposals and Bid Securing Declaration shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, and reference number clearly marked "DO NOT OPEN BEFORE TIME (time and date of the opening indicated in the data sheet)". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This may lead to rejection of the Proposal. If the Financial Proposal is not submitted in a sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

3.16.4 The proposals must be submitted in person to the addressee indicated in the Data Sheet and received by the Employer not later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with the Para 3.11. Any proposal received by the Employer after the deadline for the submission shall be returned unopened. Technical Proposals will be opened on the date and time indicated in Part II Data Sheet in the presence of the representatives of the Consultants who wish to attend.

### **3.17 Proposal Evaluation & Method of Selection**

3.17.1 From the time the proposals are opened to the time the contract is awarded, the consultants should not contact the Authority on any matter related to its Technical and/ or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the consultants' proposal.

3.17.2 The Employer shall constitute a Consultancy Evaluation Committee (CEC) for selection of the Consultants which will carry out the evaluation process.

3.17.3 Evaluation of Technical Proposals: The CEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria and sub- criteria in Part II of Section 3: Instructions to Applicants. In the first stage of evaluation, a proposal shall be rejected if it is found deficient as per the requirement indicated for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the

technical proposal will start first and at this stage the financial bid (proposal) will, remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined below.

### **3.18 Criteria for Evaluation of Technical/Financial Proposal**

3.18.1 The criteria defined in Part II of Section 3: Instructions to Applicants would be followed for evaluation of technical proposals. Only applicants obtaining a total score of 70 (on a maximum of 100) or more on the basis of criteria for evaluation would be declared technically qualified.

3.18.2 Financial proposals of only those consultants which are declared technically qualified shall be opened, on the date and time specified in the Datasheet, in the presence of the consultant's representatives who choose to attend. The technically qualified bidder with Lowest Cost Estimate will be finally selected following LCS method.

### **3.19 Award of Contract**

3.19.1 After selection, the Authority shall issue a Letter of Intent (LOI) to the selected Consultant and promptly notify all other Bidders who have submitted proposals about the decision taken. The LOI shall be issued, in duplicate, by the Authority to the Selected Consultant and the Selected Consultant shall, within 7 (Seven) days of the receipt of the Letter of Intent, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Consultant is not received back by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof on request of such consultant within the aforesaid stipulated time, action as appropriate will be initiated on account of failure of the Selected Consultant to acknowledge the LOI. In no case, any bidder except L1 shall be awarded the contract. In case, the L1 fails to accept the contract, retendering will be done.

3.19.2 The selected consultant will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-7, within 5 days of receipt of the signed copy of letter of intent (LOI) from bidder to authority.

3.19.3 The selected Consultant is expected to commence the Assignment/job on the date of signing of the Contract.

### **3.20 Confidentiality**

3.20.1 Information relating to evaluation of proposals and recommendation concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of any information related to the process may result in the rejection of its proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

### **3.21 Consultancy Monitoring Committee**

3.21.1 The Authority shall constitute a Consultancy Monitoring Committee (CMC) for each of the schemes which shall be responsible for monitoring the progress of the evaluation study. The committee shall review the quality of work being done by the Consultant by reviewing the following reports being shared by the Consultants.

<b>Sl. No.</b>	<b>Deliverables</b>	<b>Details</b>	<b>Timeline</b>
1.	Inception Report	With details of project plan, final sampling, data to be collected, resourcing and detailed budget	Within One <b>Week</b> of award of contract
2.	Draft Report	First draft of evaluation report	Within <b>45 days</b> of award of contract
3.	Final Report	Submission of Final evaluation	Within <b>60 days</b> of award of

		report	contract
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### **3.22 Payment Terms**

3.22.1 The terms of payment would be linked to the deliverables of the project as specified in Para 6.5.1 of Section 6, Part A: General Terms of Reference.

**SECTION 3: INSTRUCTIONS TO APPLICANTS**

**PART – II  
DATA SHEET (PROJECT SPECIFIC INFORMATION)**

Clause No.	Particulars of data sheet	
3.1 (a)	<b>Name of the Authority:</b> Department of Water Resources, River Development and Ganga Rejuvenation, Ministry of Jal Shakti, Government of India	
2.1.4	<b>Name of the Assignment/job:</b> Evaluation of Central Sector Schemes - Package A: Technical Schemes	
3.16	Last date & time and address for submission of proposal:	
	Date: 7 <sup>th</sup> April, 2020	
	Time: 05:00 PM	
	Room No. 823, 8 <sup>th</sup> Floor, Block 11, CGO Complex, New Delhi – 110 003	
3.16	Opening of Technical Proposal	
	Date: 13 <sup>th</sup> April, 2020	
	Time: 11:00 AM	
	Room No. 823, 8 <sup>th</sup> Floor, Block 11, CGO Complex, New Delhi – 110 003	
3.16	Opening of Financial proposal	
	Date: 24 <sup>th</sup> April, 2020	
	Time: 11:00 AM	
	Venue: To be communicated	
3.11	Proposal validity: Proposals must remain valid for 60 days after the last date of submission i.e. 7 <sup>th</sup> April, 2020	
3.18	Evaluation Criteria	
	<b>Criteria, sub criteria and point system for evaluation to be followed under this procedure is as under:</b>	
	<b>Criteria &amp; Sub Criteria</b>	<b>Points</b>
	<b>Methodology</b>	<b>50</b>
	[Understanding of the TOR, Adequacy of the proposed methodology and work plan in responding to the ToR]	
	<i>Technical approach and methodology</i>	30
	<i>Work Plan</i>	10
	<i>Organization and Staffing</i>	10
	<b>Key Personnel</b>	<b>50</b>
	<i>Team Leader</i>	15
	<i>Water Resources Expert</i>	12
	<i>Economist</i>	9
	<i>Gender and Social Inclusion Specialist</i>	7
	<i>Statistician</i>	7
3.17	<b>Method of selection: The bidder who scored 70 points and above will technically qualify for the second stage for evaluation of financial bid.</b>	
	Expected date of commencement of consulting assignment/job:	May, 2020

## **Section 4**

# **Technical Proposal Forms**

**SECTION 4: TECHNICAL PROPOSAL FORMS**

**FORM TECH – 1**

**LETTER OF PROPOSAL SUBMISSION**

Location:

Date:

To,

Shri Bamane Mohan Jinnappa,  
Deputy Director, Planning Unit,  
Department of Water Resources, RD&GR  
Room No.823, Block 11, CGO Complex,  
New Delhi – 110003

Dear.....

We the undersigned, offer to provide the Consultancy assignment for undertaking a Third Party Evaluation of Central Sector Schemes for the schemes ..... included in Package A: Technical scheme, in accordance with your Deptt.'s Request for Proposal dated (Insert Date). We are hereby submitting technical Proposal, and a Financial Proposal sealed under a separate envelope and Bid Securing Declaration. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

2. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,  
Authorized signature (in full and details):  
Name and Title of Signatory:  
Name of the Institute:

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE**

**A – On the Terms of Reference**

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the study (such as deleting certain aspects of the approach and scope you consider unnecessary, or adding another, or proposing a different approach and scope). Such suggestions should be concise and to the point]

**B - On Inputs and Facilities to be provided by the Authority**

The Authority would render necessary support in terms of information/ discussions/ documents/ field visits/ coordination with other agencies and logistics, wherever considered necessary in completion of the Project. The employer will interact with the Consultant for exchange of documents/ information and discussion

**DESCRIPTION OF APPROACH, METHODOLOGY, WORK PLAN, PROJECT ORGANIZATION FOR PERFORMING THE ASSIGNMENT/JOB**

Technical approach, methodology, work plan, project organization are key components of the Technical Proposal. The Consultant must present his/her Technical Proposal divided into the following three components:

- a) Technical Approach and Methodology
- b) Work Plan, and
- c) Project organization and availability of experts

a) Technical Approach and Methodology: In this section, the consultants should explain their understanding of the objectives of the study, approach to the study, methodology (including proposed research design) and obtaining the expected output, and the degree of detail of such output. The consultants should highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. The consultants should also provide an overview of tools and methodologies that they propose to adopt for study.

b) Work Plan: The consultant should propose and justify the main activities of the study, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and key performance indicators. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the deliverable outcomes should be included here. More specifically,

- Highlight how you would proceed to meet the project requirements,
- Highlight numbers of hours you estimate are required to complete the work,
- Propose number of resources for providing these services,
- Highlight tools and methodologies to be used for this effort, and
- How would you manage the complexity of the project

c) Project organization and availability of experts: The consultant should propose and justify the structure and composition of his/ her team. He/ she should list out the main disciplines of the assignment/ job, the key expert responsible, and proposed technical and support staff. More specifically, please provide an overview on senior leadership coverage and commitment, highlight expertise in road safety, evaluation of socio-economic cost and in research methodology.

**FORM TECH –4**

**TEAM COMPOSITION AND TASK ASSIGNMENT/ JOBS**

**Key Personnel**

S. No.	Name of Staff	Area of Expertise	Post/Task Assigned for this job

**FORM TECH –5**

**CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

1. Proposed Position:

[For each position of key personnel, separate form Tech-5 will be prepared]

2. Name of Institution/agency:

(Insert name of consultancy proposing the staff):

3. Name of Staff:

(Insert full name):

4. Date of Birth:

5. Nationality:

6. Education:

7. Membership of Professional Associations:

8. Other Training:

9. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since first employment, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To [Year]:

Employer:  
Positions held:

#### 10. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

#### 11. Work Undertaken that best illustrates capability to handle the Tasks assigned:

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/ jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/ job or project:

Year:

Location:

Main project features:

Positions held:

Activities performed:

#### 12. 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 wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]:

**FORM TECH -6**

### **WORK SCHEDULE**

S. No.	Activity Weeks/Months				
	1	2	3	...	...
1					
2					
3					
4					
5					
.					
.					

#### **Note:**

1. Indicate all main activities of the Assignment/job including delivery of reports (e.g., inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased assignment / jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities should be indicated in the form of a Bar chart.

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION  
THEREOF**

1. Are there any activities carried out by your Organization or group company which are of conflicting nature as mentioned in Para-5 of Section-3 of RFP. If yes, please furnish details of any such activities.
2. If no, please certify, as under:

We hereby declare that our firm, our associate / group firm are not indulged in any such activities which can be termed as the conflicting activities under Para-5 of the Section-3. We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected/ terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

## **Section-5**

# **Financial Proposal Forms**

## SECTION 5: FINANCIAL PROPOSAL FORMS

**FORM FIN – 1**

[Location, Date]

To,

Shri Bamane Mohan Jinnappa,  
Deputy Director, Planning Unit,  
Department of Water Resources, RD&GR  
Room No.823, Block 11, CGO Complex,  
New Delhi – 110003

Dear .....

We the undersigned, offer to provide the Consultancy assignment for undertaking a Third Party Evaluation of Central Sector Schemes for the schemes ..... included in Package A: Technical scheme, in accordance with your Deptt.'s Request for Proposal dated (Insert Date). Our attached Financial Proposal for the scheme/s inclusive of all taxes and duties are as under:

Name of Scheme	Bid amount (in Rs.)
----------------	---------------------

2. We hereby confirm that the financial proposal/s is/are unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.
2. Our Financial Proposal/s shall be binding upon us up to expiration of the validity period of the Proposal, i.e., before the date indicated in Part II Data Sheet.
3. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,  
Authorized Signature [In full and initials]:  
Name and Title of Signatory:  
Name of Consultancy:  
Address:

## SUMMARY OF COST

S. No.	Particulars/Items	Amount in Figures (Rupees)	Amount in Words (Rupees)
1	Remuneration Key Personnel and Support staff)		
2	Expenses on Transportation, Accommodation, TA/DA, Local Transport etc.		
3	Miscellaneous Expenses related to Assignment such as office expenses, training, data entry, data analysis etc.		
4	GST/Any other taxes and duties		
	<b>Total Cost of Financial Bid (including applicable Taxes)</b>		

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

**BREAKDOWN OF REMUNERATION**  
(for details please refer to Note below)

S.No.	Name of Staff	Position	Man Month Rates	Proposed Man Months	Total Amount in Rupees
			(A)	(B)	(A)*(B)
1	(Key Personnel)				
2	(Support Staff )				

1. Key Professionals are to be indicated by name.
2. Support Staff is to be indicated as per category

**Total Remuneration = \_\_\_\_\_ Amount in Rupees** (Amount in Words):  
(Rupees \_\_\_\_\_ Only)

**Notes:**

1. Professional Staff should be indicated individually; Support Staff (including field staff) should be indicated as per category. Cost of Secretarial services, if any, will be indicated in form FIN-3.
2. Positions of Professional Staff (Key Personnel) shall coincide with the ones indicated in Form TECH-4 & 5.
3. Indicate separately staff-month rate for each staff member

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

## **Section - 6**

### **Terms of Reference**

## SECTION 6: TERMS OF REFERENCE

### A. GENERAL TERMS OF REFERENCE

#### 6.1. Introduction

6.1.1 The Department of Water Resources, River Development and Ganga Rejuvenation Development (DoWR,RD&GR) is responsible for subjects pertaining conservation and management of water as a national resource; overall national perspective of water planning & coordination in relation to diverse uses of water and interlinking of rivers; conservation, development, management and abatement of pollution in river Ganga, its tributaries and all rivers of India; addressing inter-State and trans-boundary water issues; bilateral and multi-lateral cooperation; guidelines and programmes for development and regulation of country's water resources; water resources & quality assessment; and water laws and legislations. The Department operates various central sector schemes which are necessary for performing its policy, regulatory and development role in water sector, effectively.

6.1.2 The Department implements various Centre Sector schemes of which, pertaining to water resources sector such as dam and flood control infrastructure; regulatory schemes such as water information system, monitoring; research and information dissemination related schemes such as R&D, basin management and implementation of National Water Mission; and schemes for development of infrastructure and capacity of the Department and its subordinate organisations such as HRD & Capacity Building and Infrastructure Development. Majority of these scheme are coterminous with the 14<sup>th</sup> Finance Commission.

6.1.3 The Government of India has made evaluation of Central Sector schemes by respective Ministries/Department mandatory before the schemes come up for fresh appraisal. As the 14<sup>th</sup> Finance Commission cycle will end in March 2020, and the 15<sup>th</sup> Finance Commission will begin thereafter, the Department of Water Resources, River Development & Ganga Rejuvenation proposes to get third party evaluation of the ongoing Central Sector Schemes. The schemes under Package A – Technical Schemes along with budgetary allocation in 2019-20 (BE) are listed as follows:

(Rs. crore)		
Sl. No.	Scheme	2019-20 (BE)
1	Farakka Barrage Project	120.00
2	Dam Rehabilitation and Improvement Project - EAP	89.37
3	Ground Water Management & Regulation	260.00
4	Research & Development Programme in water sector	45.00

6.1.4 The above schemes are diverse in terms of geographical spread, target beneficiaries, mode of implementation and budgetary allocations. The specific methodology to be adopted for evaluation of each of the scheme will be determined by the nature of the individual schemes, to be worked out between the authorities administering the scheme and the Consultants. An overview of each of the schemes is provided in the subsequent Section. The general methodology, objective and parameters of the evaluation study; and the common deliverables and timeline are defined in this Section.

#### 6.2. General Objective and Scope

6.2.1 The general objective is to evaluate each of the schemes for their relevance and effectiveness with respect to the stated objectives; the efficiency of resources deployed; and the impact of the schemes on the target beneficiaries, including equity aspects. The evaluation study shall also look into

the implementation mechanism, capacity building, maintenance of assets created under the scheme and convergence with other schemes.

6.2.2 Based on evaluation study, the report shall provide recommendations on the need to continue the schemes in their existing form, modify, scale-up, scale-down or discontinue the schemes. In respect of schemes recommended for continuation with modifications, the report may suggest schemes design and implementation mechanism for effective implementation in future.

### 6.3. General Methodology

6.3.1 Sample survey, field study, questionnaire, interview may be adopted for the evaluation study, depending on the nature of the scheme, number of projects under the scheme and their geographical spread. For schemes being implemented in locations spreading throughout the country, division of the country in 6 geographical regions of North, South, East, West, Northeast and Central may be followed.

### 6.4. Deliverables

6.4.1 The evaluation study report should be submitted to the DoWR, RD&GR within 60 days from the date of Contract. The deliverables and timelines are given below:

S.No.	Deliverables	Details	Deadline for Review
1	Inception report	With details of project plan, final sampling, data to be collected, resourcing and detailed budget.	Within One <b>Week</b> of award of contract.
2	Draft Report	First draft of evaluation report	Within <b>45 days</b> of award of contract
3	Final Report (10 copies)	Submission of Final evaluation report	Within <b>60 days</b> of award of contract

### 6.5. Payment Schedule

6.5.1 Payment shall be made according to the following Schedule, which is based on the submission of deliverables.

Installment	Deliverable
20% of contract value less 10 % of the eligible installment amount to be retained in lieu of performance bank guarantee.	Inception Report with Detailed Evaluation Plan (detailed strategy/plan for conducting the evaluation, field visits, and data analysis and report submission);
40% of contract value less 10 % of the eligible installment amount to be retained in lieu of performance bank guarantee.	on submission of draft report;
40% of contract value less 10 % of the eligible installment amount to be retained in lieu of performance bank guarantee.	on submission of final report and acceptance of the report by DoWR, RD & GR.

The 10 % of each installment retained in lieu of Performance Bank Guarantee shall be released on satisfactory completion of the study and fulfillment of all contractual obligations.

### 6.6. Responsibilities of the Employer:

- i. Each of the scheme administering Wings/Divisions of the DoWR, RD&GR shall be responsible for awarding the consultancy contract and will remain involved throughout in monitoring the progress of the assignment.
- ii. Each of the scheme administering Wings/Divisions of the DoWR, RD&GR shall provide all necessary inputs with regard to physical and financial targets and the expected deliverable to the consultancy.
- iii. Each of the scheme administering Wings/Divisions of the DoWR, RD&GR shall be responsible to terminate/penalize the contractor or to suspend payments till satisfactory progress has not been achieved.

## 6.7. General Template for the Evaluation Study Report

6.7.1 The evaluation study of each of the schemes may be prepared and submitted in the general template given below (Ref. OM No.66(59)PFC-II/2018-Pt dated 22.05.2019 at **Annexure-II**):

<b>Section</b>	<b>Content</b>
<b>1</b>	<b>Executive Summary</b>
<b>2</b>	<b>Overview of the Scheme</b>
2.1	Background of the scheme (a) scheme objectives, implementation mechanism, scheme design (b) Name of sub-schemes/components (c) Year of commencement of the scheme (d) Sustainability development goals (SDG) served (e) National Development Plans (NDP) served
2.2	Budgetary allocations and expenditure pattern
2.3	Summary of past evaluations since inception of the scheme
<b>3</b>	<b>Methodology</b>
3.1	Approach
3.2	Sample size, sample selection process, tools used
<b>4</b>	<b>Objective of the Study</b>
4.1	Performance of the scheme based on Output-Outcome indicators [objectives stated in EFC/SFC Memo/Cabinet Note/ scheme Guidelines]
4.2	Additional Parameters (a) Coverage of beneficiaries – Urban, Rural, Male, Female, SC/ST (b) Implementation mechanism (c) Training/Capacity building of administrators/facilitators (d) IEC activities (e) Asset/Service creation & its maintenance plan (f) Benefits (Individual, community) (g) Convergence with scheme of own Department or of other Department/Ministry
4.3	Gaps in achievement of outcomes
4.4	Key bottlenecks & challenges
4.5	Input use efficiency
<b>5</b>	<b>Observations and Recommendations</b>
5.1	Thematic assessment
5.2	Externalities
<b>6</b>	<b>Conclusion</b>
6.1	Issues & Challenges
6.2	Vision for the future
6.3	Recommendation for the scheme with reasons
<b>7</b>	<b>References</b>
<b>8</b>	<b>Appendices/Annexure</b>

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## SECTION 6: TERMS OF REFERENCE

### B. OVERVIEW OF THE SCHEMES

#### I. Farakka Barrage Scheme

##### 1. Introduction

Main objective of the Farakka Barrage Project is to divert 40,000 cusec of Ganga waters to Bhagirathi-Hooghly river system through 38.38 km long feeder canal for preservation and maintenance of Kolkata Port by improving the regime and navigability of the Bhagirathi-Hooghly river system. The increased upland supply from Ganga at Farakka into Bhagirathi reduces salinity and ensures sweet water supply to Kolkata and surrounding areas. The rail-cum-road bridge built over the Farakka Barrage establishes direct road and rail communication link to the North-Eastern Region with rest of the country. The Hooghly-Bhagirathi river system, the Feeder Canal and the Navigation Lock at Farakka form part of the Haldia-Allahabad Inland Waterway (National Waterway No: 1). The Feeder Canal also supplies water to 2100 MW Farakka Super Thermal Power Project (FSTPP) of NTPC Ltd. at Farakka.

##### 2. Background:

- a) Objectives, Implementation Mechanism, Scheme architecture/design: The scheme is an ongoing scheme and is basically for operation and maintenance of the existing Farakka Barrage Project including river training and bank protection works in the Jurisdiction of FBP. the objective of the Scheme are given in para 1 above.
- b) Name of Sub-schemes/components: No sub-schemes are there in this schemes.
- c) Year of commencement of scheme: 'Farakka Barrage Scheme is an ongoing Scheme. The Farakka Barrage Project was commissioned in the year 1975.
- d) Present status with coverage of schemes (operational/non-operational): The scheme is fully operational.
- e) Sustainable Development Goals (SDG) Served- Not Applicable
- f) National Development Plans (NDP) Served.- Not applicable.

##### 3. Context & purpose of the third party evaluation:

Third party evaluation of "Farakka Barrage" Scheme shall provide a timely opportunity to review target and achievements of critical issues, the current strategic direction and to identify prominent growth direction and options for the future. This independent evaluation will play an important role in assessing the achievement of "Farakka Barrage" Scheme, its functioning and defining and recommending future directions for Farakka Barrage scheme ahead of year 2020.

#### 4. Budgetary allocation and expenditure pattern of the scheme (Rs. In Crore)

Sub-scheme/ Component	(Year 1) (2017-2018)			(Year 2) (2018-2019)			(Year 3) (2019-2020)			(Year 4)			(Year 5)		
	BE	RE	Actual	BE	RE	Actual	BE	RE	Actual	BE	RE	Actual	BE	RE	Actual
Farakka Barrage	175.38	148.63	134.92	209.25	123.47	114.25	134.25		61.22						

#### 5. Summary of Past Evaluation since inception of the Scheme:

The Committee for Evaluation of the XII Plan Scheme namely “Farakka Barrage Project” was constituted vide Office Memorandum No.Z-15013/9/2016-FM (Pt.) /1822-29 dated 26.05.2017.

#### 6. Objective of the Evaluation

The following would be the Terms of Reference (TOR) for undertaking third party evaluation for the performance of “Farakka Barrage”.

1. Evaluation of “Farakka Barrage” scheme w.r.t. its objectives.
2. Evaluation of budgetary allocations, physical and financial progress and outcome under the scheme.
3. Recommendations regarding continuation of the scheme in its present shape, beyond March, 2020.

The Recommendation part of Final Evaluation Report should include the overall evaluation of the “Farakka Barrage” Scheme and be able to clearly spell out achievements, constraints and way forward with respect to the Scheme mandate.

#### Additional Information:

Farakka Barrage Project with headquarters at Farakka in Murshidabad district of West Bengal is a subordinate office under the Ministry of Water Resources, River Development & Ganga Rejuvenation. The Farakka Barrage Project Authority was set up in 1961 with the mandate to execute and thereafter operate and maintain the Farakka Barrage Project Complex comprising of Farakka Barrage, Jangipur Barrage, Feeder Canal, Navigation Lock and associated structures. The Barrage comprises of 112 nos. of Gates (108 Nos. main Gates and 4 Nos. Fish Lock Gates) and 11 Nos. Head Regulator Gates for diversion of approximately 40,000 cusec of discharge into the Feeder Canal. The project construction commenced in 1961 and the project was commissioned and dedicated to the Nation in May 1975.

Main objective of the Farakka Barrage Project is to divert 40,000 cusec of Ganga waters to Bhagirathi-Hooghly river system through 38.38 km long feeder canal for preservation and maintenance of Kolkata Port by improving the regime and navigability of the Bhagirathi-Hooghly river system. The increased upland supply from Ganga at Farakka into Bhagirathi-Hooghly river system reduces salinity and ensures sweet water supply to Kolkata and surrounding areas. The rail-cum-road bridge built over the Farakka Barrage establishes direct road and rail communication link to the North-Eastern Region with rest of the country. The Hooghly-Bhagirathi river system, the Feeder Canal and the Navigation Lock at Farakka form part of the Haldia-Allahabad Inland Waterway (National Waterway No: 1). The Feeder Canal also supplies water to 2100 MW Farakka Super Thermal Power Project (FSTPP) of NTPC Ltd. at Farakka.

The FBP Scheme covers the ongoing works related to the operation, repair & maintenance of Farakka Barrage , Jangipur Barrage including Head regulator , Barrage Gates and its operating system, Feeder Canal , Road cum Rail Bridge over main Barrage besides repair of Project Colonies, Hospital , School etc. The anti-erosion works in the critical reaches on river Ganges on both banks within the original jurisdiction of Farakka Barrage is also covered under the Scheme to ensure safety & security of Farakka Barrage and its appurtenant structures.

Contact No. of the concerned officer for more information:  
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## **II. Dam Rehabilitation and Improvement Project**

### **1 Background of the Scheme**

In April 2012, Government of India with financial assistance from the World Bank has undertaken the Dam Rehabilitation and Improvement Project for rehabilitation of about 198 large dam projects in 7 States (namely Jharkhand, Karnataka, Kerala, Madhya Pradesh, Odisha, Tamil Nadu and Uttarakhand) and Central Water Commission.

The Project is a State Sector Scheme with Central component. The original cost of the project was Rs. 2100.00 Crores. In addition, DRIP also involves institutional strengthening (for dam safety) of all participating Implementing Agencies. DRIP was originally a six year Scheme and became effective on 18th April, 2012 with a originally scheduled closing date of 30<sup>th</sup> June 2018. The project has been granted the two year time extension for implementation by the Govt. of India and World Bank, now official closure date of the Scheme is 30<sup>th</sup> June 2020. Government of India in September 2018, approved the revised cost of DRIP amounting to INR 3466 Crores (US\$M 533) along with two years extension with revised scheduled closure June 2020.

The project development objectives of DRIP are:

- (i) To improve the safety and performance of selected existing dams and associated appurtenances in a sustainable manner, and
- (ii) To strengthen the dam safety institutional setup in participating States as well as at Central level.

The objectives of DRIP are being achieved through physical rehabilitation of and technological dam improvements, managerial upgrading of dam operations, management and maintenance, with accompanying institutional reforms. DRIP thus aims at restoring the capacity of project dams for effective utilization of the stored water, and monitoring and managing the long-term performance of the dams.

There are three main components of the project: -

- (i) Component-I: Rehabilitation and Improvement of Dams and Associated Appurtenances
- (ii) Component-II: Dam safety institutional strengthening, and
- (iii) Component-III: Project Management.

**Implementation and Monitoring:**

**(a) National Level Steering Committee (NLSC):** NLSC is headed by the Secretary (DoWR, RD & GR) and includes senior level representatives of DoWR, RD & GR, CWC, Niti Ayog, India Meteorological Department, Ministry of Power as well as Principal Secretaries and other senior officials of State Implementing Agencies along with special invitees from academic institutions, World Bank. NLSC Meeting is held bi-annually. This Committee deals matters related to policy issues and address these timely.

**(b) Technical Committee (TC):** TC is chaired by Member (D&R), CWC and includes representations of various Implementing Agencies, India Meteorological Department, Ministry of Power, CWC etc. along with special invitees from academic institutions, World Bank. This Committee deals with routine technical matters and their solutions. TC meetings are held on quarterly basis.

**(c) World Bank Review Mission:** World Bank conduct independent support and implementation review missions on bi-annual basis.

**(d)** Apart from these institutional arrangements, independent review meetings are also held regularly with the Nodal Officials of SPMU, Principal Secretaries etc. on need basis.

**Present Status**

The Project targeted rehabilitation of 198 dam projects spread across Nine Implementing Agencies. So far, rehabilitation works for 147 nos. of dams have been completed. The Implementing Agencies wise physical status of completion is given below.

Implementing Agency	No of DRIP Projects	Rehabilitation Work Completed in Dam Projects
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Implementing Agency	No of DRIP Projects	Rehabilitation Work Completed in Dam Projects
MPWRD	25	20
OWRD	26	18
TNWRD	69	64
TANGEDCO	20	13
KWRD	16	8
KSEB	12	6
KAWRD	22	18
UJVNL	5	0
DVC	3	0
<b>Total</b>	<b>198</b>	<b>147</b>

Apart from physical rehabilitation works, the Project also has soft activities such as Design Flood Review , Preparation of Emergency Action Plans, Preparation and Revision of Operation and Maintenance Manuals ,Publication of important guidelines and manuals relevant to dam safety management, institutional strengthening of all partner agencies including capacity building of nine academic institutions and two central agencies, development of web based asset management tool i.e. ‘Dam Health And Rehabilitation Monitoring Application (DHARMA), Seismic Hazard Mapping of whole Country and development of Seismic Hazard Assessment Information System (SHAIS), organization of Annual Conferences, Third Party Construction Supervision and Quality Assurance, targeted National and International Trainings, Special Studies of few dams to understand unusual behavior using state of art softwares etc.

## 2. Budgetary allocation and expenditure pattern of the Scheme

The cumulative expenditures incurred under the Scheme so far is Rs. 2062 Cr out of Rs. 3466 Cr. The year wise budgetary and actual expenditures done under the Scheme during last five years is given as under.

Implementing Agencies	2014-15			2015-16			2016-17			2017-18			2018-19		
	BE	RE	Act	BE	RE	Act	BE	RE	Act	BE	RE	Act	BE	RE	Act
MP WRD	49.30	25.22	23.17	35.00	40.38	36.04	50.00	35.37	29.49	49.24	18.60	19.001	27.90	20.00	13.85
OWRD	20.00	20.00	4.11	38.00	38.00	35.60	61.00	64.15	63.31	85.48	85.48	41.26	240.00	180.77	48.65
TN WRD	154.90	64.78	24.34	299.12	127.30	63.04	181.74	180.34	145.34	107.61	124.58	97.81	75.70	108.72	72.04
TANGDCO	178.89	0.05	2.50	158.84	28.94	5.68	84.09	28.90	4.67	60.00	69.86	61.23	88.36	57.51	37.03
Kerala WRD	30.00	30.00	6.48	40.00	40.00	6.96	40.00	50.00	38.24	190.00	190.00	90.09	132.00	100.00	55.14

Implementing Agencies	2014-15			2015-16			2016-17			2017-18			2018-19		
	BE	RE	Act	BE	RE	Act	BE	RE	Act	BE	RE	Act	BE	RE	Act
Kerala SEB	32.00	32.00	3.3	41.42	30.00	6.98	56.62	25.00	31.31	40.00	35.00	26.24	40.00	28.00	17.40
CWC	30.00	14.30	13.64	29.00	22.00	14.07	23.98	36.00	33.28	53.00	54.00	49.18	64.00	38.73	34.26
KaWRD				276.75	478.27	0.29	62.10	104.67	121.15	176.46	176.46	164.22	265.4	265.39	139.36
UJVNL				30.00	30.00	16.76	50.00	10.82	10.82	122.93	107.73	79.06	70.00	59.35	29.82
DVC						0.00	9.00	9.00	4.53	107.00	48.68	42.46	71.00	45.00	17.69
Total	495.09	186.35	77.57	948.13	834.89	185.42	618.53	544.25	482.14	991.73	910.39	670.54	1074.36	903.47	465.24

The Performance Rating of the Scheme by World Bank is Satisfactory. The disbursement upto date 235 USM \$ out of total World Bank funding is 417 USM\$

### 3 Summary of past evaluation since inception of Scheme

Year of Evaluation	Agency hired for Evaluation	Recommendation made and accepted	Recommendation made but not accepted
2017	IIT Roorkee	Yes	NIL

### 4. Approach & Methodology

The study shall require to be fragmented into three components. Each component shall be studied on the basis of few representative samples for each component, interactions with State and Central Partner agencies, standard questionnaire, and field visits etc. All past records shall be reviewed by the Consultant and accordingly conclusion and recommendations to be made for consideration.

The Project has provision for rehabilitation of 198 dam projects. A 5% of dams shall be chosen for each State and dam owner, and shall be inspected to see the completed rehabilitation works, interaction with dam officials and other State officials, for second component regarding dam safety institutional strengthening accordingly review for each activity shall be in consultation with CPMU and SPMU as well as World Bank. The third component regarding Project Management, few consultations with SMPUs and CPMU would suffice to have an over view about these activities and bottlenecks.

### 5. Performance of the Scheme based on the Output/Outcome Indicators:

Project Appraisal Document (PAD) agreed by GoI with World Bank has 11 Project Outcome Indicators (POI) for component 1 and 5 POIs for component 2, Consultant can review these POIs targets vis-à-vis achievements. In addition to these, any important additional review on need basis can be done.

#### Additional Information:

It is a State Sector Scheme with Central component with a provision of rehabilitation of 198 dam projects (223 dams) located in seven States i.e. Kerala, Madhya Pradesh, Odisha, Tamil

Nadu, Karnataka, Jharkhand and Uttarakhand. There are eight State Implementing Agencies i.e. Kerala Water Resources Department (KWRD), Kerala State Electricity Board (KSEB), Orissa WRD (OWRD), Madhya Pradesh WRD (MPWRD), Tamil Nadu WRD (TNWRD) & Tamil Nadu Generation & Distribution Corporation (TANGEDCO), Karnataka WRD (KaWRD), Uttarakhand Jal Vidyut Nigam Ltd. (UJVNL), and two Central Agencies i.e. Damodar Valley Corporation (DVC) and Central Water Commission (CWC). Overall coordination and supervision is entrusted to CWC.

In September 2018, Government of India has approved the Revised Cost of DRIP amounting to Rs. 3466 Cr along with two year time extension. Now official closure date of the Scheme is 30th June 2020.

Distribution of no. of dams under DRIP is as under:

<b>State</b>	<b>Nos. of Projects</b>	<b>Nos. of Dams</b>
<b>MPWRD</b>	25	25
<b>OWRD</b>	26	26
<b>TNWRD</b>	69	69
<b>TANGEDCO</b>	20	20
<b>KWRD</b>	16	16
<b>KSEB</b>	12	37
<b>KaWRD</b>	22	22
<b>UJVNL</b>	5	5
<b>DVC</b>	3	3
<b>Total</b>	<b>198</b>	<b>223</b>

The project development objectives of DRIP are:

(i) To improve the safety and performance of selected existing dams and associated appurtenances in sustainable manner, and

(ii) To strengthen the dam safety institutional setup in participating States as well as at central level.

The objectives of DRIP are being achieved through:

a. physical rehabilitation of dams and technological and managerial upgrading of dam operations,

b. Improvement in operational and maintenance provisions as well as procedures,

c . Mitigation of associated risks through development of emergency action plans and structural measures,

d. standardization of important guidelines and manuals to bring uniformity in dam safety practices,

e. enhancement in operational skill of agencies through capacity building with accompanying institutional reforms etc.

f. restoring the capacity of dam projects for effective Utilization of the stored water, and

g. monitoring and managing the long term performance of the dams.

The project consists of three components:

- i. Rehabilitation and improvement of dams and associated appurtenances,
- ii. Dam safety institutional strengthening in participating States and CWC, and
- iii. Project management.

The three components of DRIP are summarized as under:

(i) Rehabilitation and improvement of dams and associated appurtenances

This component focuses on structural and non-structural measures at 198 dam projects, many of which are more than 25 years old. The number of dams identified for inclusion in the project is based on proposals received from the seven participating States. The States have reviewed the status of their dam health and identified such dams that are in urgent need of rehabilitation and improvement in order to ensure their future safety and operational efficiency. Also, there was a provision for States to substitute few of the selected dams with other dams based on recommendation of expert panels, if in case it is required that replaced dams need urgent rehabilitation.

The proposed interventions include, but not limited to, such works as:

- i. Treatment for reduction of seepage through masonry earthen and concrete dams by upstream pointing, grouting and upstream geo-membrane etc.
- ii. Improving dam drainage through reaming/drilling of drainage holes in dam body as well as foundation; treatment for cracks in the dam.
- iii. Improving the ability to with stand higher floods, by making provisions for additional flood handling facilities as required by the hydrological review.
- iv. Non-structural measures to cater for higher design floods in case of structural measures are not feasible.
- v. Rehabilitation and improvement of spillways crest/ glacis/piers, head regulators, replacement of spillway gates, under sluice gates and their operating mechanisms, stilling basins, and downstream spillway channels including spillway buckets.
- vi. Improving parapet walls, turfing on downstream faces of few earthen dams, access roads.
- vii. Improving office infrastructure.
- viii. Improving and establishment of dam instrumentation, surveillance, SCADA etc.
- ix. Preparation and implementation of asset management plans, emergency preparedness plans, emergency warning systems, public awareness campaigns, and floodplain mapping in partners States.

Operators of dams, State design organizations, and Engineering cells in Water Resources Departments (WRDs) and State Electricity Boards (SEBs) provide design services and day to day construction supervision and quality assurance.

Consulting services for more complicated dam safety issues, identification of cause of these issues and comprehensive solutions, third party independent construction, supervision services and quality assurance etc are provided by CPMU.

(ii) Dam Safety institutional Strengthening

This component focuses on regulatory and technical frameworks for dam safety assurance. The various activities which are being carried out under this component include, but not limited to are:

- a. Targeted training nationally (at the National Water Academy in Pune and in the participating States).
- b. International training to the officials of Dam Safety Organizations of Central (CDSO) and State Dam Safety Organisation (SDSO) so that they can take the lead in ensuring that dams remain safe from structural and operational point of view.
- c. Development of appropriate skills and modern tools to adequately operate and maintain dams.
- d. Study tours (National and International).
- e. Linking with global leading agencies that have advanced dam safety programs such as the United States, Netherlands, Australia, Switzerland and Japan.
- f. Operation of independent dam safety review panels, comprising experts in relevant disciplines.
- g. Development of capacity to carry out reservoir sedimentation studies.
- h. Development of Management information Systems (MIS) to efficiently manage the DRIP activities, and use this experience for improvement in long term planning and guiding of dam operations.
- i. Development of the Dam Health and Rehabilitation Monitoring Application (DHARMA) web tool to capture important dam health data that will render systematic presentation, analysis and interpretation for effective monitoring of the health of dams.
- j. Revision of existing guidelines and preparation of new guidelines on dam safety.
- k. Training in hazard and vulnerability assessment and dam-break analysis.
- l. Capacity building of selected academic and research institutions for enhancing their expertise in guiding the dam safety activities.

Eleven academic and research institutes and two Central Agencies viz. Central Soil and Material Research Station (CSMRS) and Central Water and Power Research Station (CWPRS) have also been identified for the capacity building in dam safety areas under Central Component of DRIP.

### (iii) Project Management

The overall responsibility for project oversight and coordination has entrusted to Dam Safety Rehabilitation Directorate under CDSO of CWC. This Directorate acts as the Central Project Management Unit (CPMU). The Directorate is being assisted by an Engineering and Management consulting firm. Each Agency has established Project Management Unit (SPMU) headed by Chief Engineer in charge of the State Dam Safety Organisation. This Unit is having the responsibility for the coordination and management of the project at State level.

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### III. Ground Water Management & Regulation (GWM&R) Scheme

Ground Water Management and Regulation is an ongoing Central Sector Scheme. The scheme was recommended for continuation during the period 2017 -20 with an approved outlay of Rs 992 Crore. The major objectives of the Scheme are outlined as under:

- Aquifer Mapping for Delineation of Aquifer disposition along with their characterization on 1:50,000 scale in around 6.6 lakh km<sup>2</sup> spanning over the assessment units categorized under Over-Exploited, Critical, Semi-critical and safe categories as well as those areas having water quality and other problems/ vulnerability issues.
- Quantification of ground water availability formulate Aquifer specific Management and water quality Parameters to Plans for facilitating sustainable management of ground water resources at regional and local levels.
- Preparation of Micro level Aquifer Management Plans for representative Panchayats/ villages
- Regulation and control of the development and management of ground water resources.
- Upgradation of technological capabilities and infrastructure of the central Ground Water Board to meet the upcoming challenges in groundwater field with best international practices.
- To accelerate capacity building in all aspects of ground water development and management including Aquifer Mapping through information dissemination, education, awareness and training.
- To enhance coordination with concerned Central/State Government organizations and Academic/Research institutions for sustainable ground water management.
- Periodic monitoring of ground water regime for creation of time series data for updating ground water resource assessment.
- Realtime Ground Water Monitoring purpose built piezometers with DWLR and Telemetry to assess the response of various input and output components to the ground water systems for short-term planning as well as the impact of recharge and draft components on ground water system.
- ICT interventions for (i) improving efficiency and accuracy of data collection (ii) Advanced tools for processing and analysis of data, (iii) Monitoring and Management of activities. (iv) improved internet connectivity at Region offices, (v) Dissemination of data and related information to the users through web-based Information Management systems as well as mobile based applications.
- To keep abreast with the modern tools and techniques and to get acquainted with international best practices by deputing officers for training in reputed international training Institutes like UNESCO-IHE, ITC, Netherlands, AIT, Bangkok etc.
- Interventions for Aquifer Rejuvenation to develop/update area specific methodologies based on proven technologies in coordination with State Governments/ identified PSUs.
- Organization of Public interaction programmes for disseminating the tenets of the Aquifer management plans at the grassroots level for the benefit of the stakeholders.

The scheme has three components. The activities to be performed under the three components are given below:

Sl. No.	Components	Activities
A	Aquifer Mapping & Management Program	Out of the 24.8 lakh km <sup>2</sup> area identified for Aquifer Mapping of the country, an area of 6.6

		lakh km2 will be covered during 2017-20
A	Ground Water Monitoring, Resource Assessment' Regulation, Information Dissemination, etc	Groundwater regime monitoring and Assessment, Regulation, Information Dissemination, Workshops, Seminars, Technical assistance to State and Central Resource Organizations etc
C	Strengthening of Infrastructure for Technological Upgradation (Machinery & Equipment)	Procurement of Hydrogeological, Geophysical, Chemical equipment, Software, Drilling machines, Motor Vehicles, ancillary equipment & Computers

The component-wise break-up of the approved EFC outlay of the Scheme during 2017-20 is as under:

Sl. No.	Revenue/ Capital	Components	2017-18	2018-19	2019-20	Total (2017-20)
1.	Capital	<b>Aquifer Mapping &amp; Management Plan</b>				
		Aquifer mapping (Data acquisition) & GW modeling	184.33	330.26	51.41	566.00
		ICT & Capacity Building*	Cost included in component 2			
		Interventions for Aquifer Rejuvenation (Nos)	0.00	20.00	50.00	70.00
		Micro-level Aquifer management Plan (Nos)*	Cost included in component 2			
		Facilitating Public interaction on Aquifer Management Plan*	Cost included in component 2			
		Sub-Total (1)	184.33	350.26	101.41	636.00
	Revenue	Ground Water monitoring, assessment & Regulation including ICT and capacity building, Public interactions etc. (2)	71.44	84.29	102.04	257.77
	Capital	Strengthening of infrastructure for Technological upgradation (Machine and Equipment) (3)	10.35	3.100	56.65	98.00
		<b>Total (1+2+3)</b>	<b>266.12</b>	<b>465.55</b>	<b>260.10</b>	<b>991.77</b>

\* Cost for these activities have been included under Revenue head in Component No-2

### Implementation of the scheme

- The scheme is implemented by Central Ground Water Board Under the Department of Water Resources, RD & GR, Govt. of India.
- A National Inter-Departmental Steering Committee (NISC) has been constituted as the apex body for overall guidance for the implementation of the Project at National level. Secretary, MoWR, RD & GR is the Chairman, with representatives from related Ministries like Science & Technology, Earth Sciences, Rural Development, and Drinking Water & Sanitation etc. The Principal Secretaries of various States on rotational basis shall be members of the NISC.
- At the state Level a Ground water coordination committee (SGWCC) has been constituted with Principal Secretary of the departments dealing with Ground Water as Chairman of the Committee to co-ordinate the activities at the state level with members from different state Government Departments. Regional Director, CGWB of the concerned State acts as the

Member Secretary of this Committee. The outcomes of the programme are shared with the State Government in the meetings of SGWCC.

- A National Level Expert Committee has been constituted to review aquifer maps and management plans prepared by the regional offices of CGWB. Chairman, CGWB is the Chairman of the Committee with Member (CGWB), Member (CGWA), Member (South), Member (East), Member (North & West) CGWB, Ex-Chairman, CGWB and experts from IIT, ICAR, JNU as Members of the Committee.
- The Member, CGWB is the National Program Coordinator supported by the Regional Offices (functioning under concerned Members) and Regional Directors of different Wings in HQ as well as Member (Finance).

#### Additional Information:

Ground Water management and Regulation is a continuing Central Sector Scheme being implemented by Central Ground Water Board. National Aquifer Mapping and Management (NAQUIM) Programme initiated during XII plan (2012-17) is the major component of the Scheme. NAQUIM programme was designed as a follow-up of the recommendations of four working groups of the Planning Commission namely “Sustainable Ground Water Development and Management”, “Minor Irrigation and Watershed Development”, “Urban and Industrial Water Supply and Sanitation” and “Data Base Development and Management”.

#### **Major objectives of the scheme during 2017-20 include**

- Aquifer Mapping for Delineation of Aquifer disposition along with their characterization in around 6.6 lakh km<sup>2</sup> of the country.
- Quantification of ground water availability and water quality parameters to formulate Aquifer specific Management Plans for facilitating sustainable management of ground water resources at regional and local levels.
- Regulation and control of the development and management of ground water resources.
- Periodic monitoring of ground water regime for creation of time series data for updating ground water resource assessment.
- Interventions for Aquifer Rejuvenation to develop/update area specific methodologies based on proven technologies in coordination with State Governments/ identified PSUs
- Organization of Public interaction programmes for the stakeholders
- Upgradation of technological capabilities and infrastructure of the Central Ground Water Board to meet the upcoming challenges in ground water field with best international practices.

#### **Components of the scheme**

SI No	Components	Activities
A	Aquifer Mapping & Management Program	Out of the 24.8 lakh km <sup>2</sup> area identified for Aquifer Mapping of the country, an area of 6.6 lakh km <sup>2</sup> was targeted to be covered during 2017-20. An area of 5.45 lakh km <sup>2</sup> has been covered during 2017-20. State/UT wise details are given Annexure I
B	Ground Water Monitoring, Resource Assessment, Regulation, Information Dissemination, etc	Groundwater regime monitoring, Resource Assessment, Regulation, Information Dissemination, Workshops, Seminars, Technical assistance to State and Central Organizations etc.

C	Strengthening of Infrastructure for Technological Upgradation (Machinery & Equipment)	Procurement of Hydrogeological, Geophysical, Chemical equipment, Software, Drilling machines Motor Vehicles, ancillary equipment & Computers
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### **Financial targets and achievements**

Total EFC outlay for the period 2017-20 was Rs 992 cr. Against a total RE of Rs. 780.65 cr., as on 31<sup>st</sup> January 2020 an expenditure of Rs 705.24 cr has been achieved. Year wise break up of BE, RE and expenditure are given in the following table.

<b>2017-18</b>			<b>2018-19</b>			<b>2019-20</b>		
BE	RE	Expenditure (Net)	BE	RE	Expenditure (Net)	BE	RE	Expenditure (Net)
<b>500</b>	<b>275</b>	<b>254.89</b>	<b>450</b>	<b>262.47</b>	<b>262.85</b>	<b>260</b>	<b>243.18</b>	<b>187.5</b>

Aquifer Mapping and Management Program is one of the major components of the Scheme. As per the approved EFC memo for the period 2017-20, the target of aquifer mapping is to cover 6.60 lakh km<sup>2</sup> area of the country under the National Aquifer Mapping (NAQUIM) Programme. The aquifer mapping, in turn, involves many activities such as (i) Data generation of underlying formations; (ii) Data integration, delineation and preparation of 2D & 3D- aquifer maps / fence diagrams and management plans; (iii) Interventions for aquifer rejuvenation; (iv) Capacity building of CGWB officers and (vi) Public Interaction Programmes. Against the target of 6.6 lakh km<sup>2</sup> to be covered during 2017-20, so far aquifer maps have been prepared and management plans have been developed for 5.45 lakh km<sup>2</sup> area. State wise details of the achievement are given in Table 1.

**Table 1:** State and UT-wise areas (in km<sup>2</sup>) for which aquifer maps have been prepared during 2017-20 .

<b>Name of the State/UT</b>	<b>Target as per EFC</b>	<b>Area covered during 2017-20</b>
1. Andaman & Nicobar	1340	800
2. Andhra Pradesh	42348	25044
3. Arunachal Pradesh	3496	1434
4. Assam	21081	7801
5. Bihar	32331	16050
6. Chandigarh	114	115
7. Chhattisgarh	33005	18997
8. Daman & Diu	112	0
9. Goa	3702	3702
10. Gujarat	50742	37584
11. Himachal Pradesh	7660	6240
12. Jammu & Kashmir	2270	1286
13. Jharkhand	16480	11548
14. Karnataka	51816	50184
15. Kerala	13798	12966
16. Madhya Pradesh	49451	35936
17. Maharashtra	74821	55445
18. Manipur	2404	1500
19. Meghalaya	1436	7051
20. Mizoram	700	700
21. Nagaland	2122	510
22. Odisha	47593	14719
23. Puducherry	170	161
24. Rajasthan	45567	44795
25. Sikkim	1000	280
26. Tamil Nadu	30622	49932
27. Telangana	38209	26635
28. Tripura	5639	6198
29. Uttar Pradesh	51827	78217
30. Uttarakhand	5000	5000

31. West Bengal	26551	24687
<b>Total</b>	<b>663407</b>	<b>545517</b>

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## IV. Research & Development Programme in Water Sector

### 1. Introduction

The scheme “R&D Programme in water sector” aims to promote research in water sector through various organizations of MoWR, RD&GR and provide financial assistance to promote research work in the field of water resources engineering through academicians/experts in Universities, IITs, recognized R&D laboratories, Water Resources/ Irrigation Departments of central and state Governments and NGOs.

The R & D activities undertaken in the Scheme are essential for the management and development of water resources of the country. These activities are playing key role for creation and implementation of research and knowledge base for the State Governments/Union Territories institutions and other stakeholders working in the water sector.

**The activities undertaken under this scheme are:**

#### **a. R&D activities in Apex Organisations at National level:**

The four premier organisations of the Ministry are presently carrying out research of applied nature and provide solutions to the demand driven problems through their specific research activities. These premier organisations are:

- (i) *Central Water and Power Research Station(CWPRS), Pune*
- (ii) *Central Soil and Material Research Station(CSMRS)*
- (iii) *National Institute of Hydrology (NIH), Roorkee*
- (iv) *Central Water Commission (CWC)*

The above partner organisations in the scheme i.e. CWPRS, CSMRS, NIH & CWC have played a key role in intensifying efforts related to research and knowledge building and establish centres of excellence in the water resources. These organisations are striving to develop strong interface with the educational institutes to achieve further excellence in research.

#### **b. Sponsoring and Coordinating research in water sector:**

Keeping the peculiarities and large variation in the nature of problems associated with water resources planning and development in view, the issues involved in research related to particular region and specific project cannot be addressed completely through the premier organizations of Ministry. In order to encourage research activities of this nature, Ministry of Water Resources is sponsoring research schemes through three Indian National Committees (INCs) viz: on Surface Water, Ground Water and Climate Change. These activities are continued during the XII Plan period.

#### **c. Dissemination of research findings and technology transfer:**

As part of the scheme, the task of dissemination of research findings to all concerned for its application in field is accomplished through publication of research papers, reports, organising and sponsoring seminars / workshops.

#### **d. Evaluation of R&D Activities and Consultancies:**

Evaluation of R&D activities is conducted by engaging independent consultants. Besides, studies are undertaken through consultancy in priority areas such as (a) Water Use Efficiency (b) Post Project Performance Evaluation (c) Environment Impact Assessment in respect of completed / upcoming irrigation projects and other areas including impact of climate change on water resources and awareness thereof.

A new component- ‘*Research Chair on Water Sector Conflicts and Governance*’ under the scheme ‘*R&D Programme in Water Sector*’- has been proposed for including in the scheme in period (2017-2020) beyond 12<sup>th</sup> Plan.

## 2. Overview of the Scheme:

### 2.1 Background of Scheme:

#### (a) Objective

1. finding solutions to the problems relating to water resources and suggest measures to improve techniques and technologies for achieving optimal efficiency and economy in planning, design, construction and operation of water resources projects. The objective of the programme seeks to promote research activity to address the challenges in water sector by adopting modern techniques and technologies and also to involve research & academic institutions pursuing research in identified / key priority areas of water sector. One of the major activities is to prepare, co-ordinate and recommend funding of research activities to be taken up by the various institutions in the country in water resources sector. It also seeks to disseminate research findings and facilitate technology transfer to all stakeholders.
2. “Conservation of water, minimizing wastage and ensuring its more equitable distribution both across and within States through integrated water resources development and management”. The five identified goals of the National Water Mission are: (a) comprehensive water data base in public domain and assessment of impact of climate change on water resource; (b) promotion of citizen and state action for water conservation, augmentation and preservation; (c) focused attention to vulnerable areas including over-exploited areas; (d) increasing water use efficiency by 20%, and (e) promotion of basin level integrated water resources management.

R & D Division, DoWR, RD & GR is Subject Matter Division (SMD) for coordination of above research activities which acts as the Ministry's interface with INCs as well as Secretariat to Standing Advisory Committee (SAC) of MoWR for approval of research proposals recommended by INCs under this scheme.

- (b) Name of Sub-scheme/Component: Nil
- (c) Year of commencement of scheme: 2017-18
- (d) Present status with coverage of scheme: Operational
- (e) Sustainable Development Goals (SDG) Served:
- (f) National Development Plans (NDP) Served: Not applicable.

### 2.2 Budgetary Allocation and expenditure pattern of scheme:

Amount in Rs. Crores

Year	BE	RE	Expenditure	
			Actual	%
2014-15	50.00	34.55	32.30	93.48
2015-16	30.00	54.60	41.25	75.54
2016-17	55.00	36.09	35.05	99.50
2017-18	40.00	60.0	49.57	82.61
2018-19	74.9	45.00	51.75	115.0

### 2.3 Summary of past evaluation since inception of scheme:

Year of Evaluation	Agency hired for Evaluation	Recommendations made and accepted	Recommendations' made but not accepted
2017	IIT Roorkee, by Prof. N. K. Goel	Yes for XII Plan	No
2017	IIT, Roorkee/ IIT, Bombay	Yes, for XI Plan	No

### Additional Information:

The scheme “R&D Programme in water sector” aims to promote research in water sector through various organizations of MoWR, RD&GR and provide financial assistance to promote research work in the field of water resources engineering through academicians/experts in Universities, IITs, recognized R&D laboratories, Water Resources/Irrigation Departments of central and state Governments and NGOs.

The R & D activities undertaken in the Scheme are essential for the management and development of water resources of the country. These activities are playing key role for creation and implementation of research and knowledge base for the State Governments/Union Territories institutions and other stakeholders working in the water sector.

### **The activities undertaken under this scheme are:**

#### **R&D activities in Apex Organisations at National level:**

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#### **Evaluation of R&D Activities and Consultancies:**

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<b>Name of Scheme</b>	<b>STATE/ INSTITUTE</b>	<b>Name of PI/ Institute/ Contacts</b>	<b>Duration of study</b>	<b>Cost of study in Rs.</b>
Rain water harvesting in veeranam catchment	Tamil Nadu	M. Rajendran, Annamalai University, Annamalainagar (09443426253)(raje69@yahoo.co.in)	3 years	33,39,000
Augmentation of water resources through water harvesting in hill areas	Himachal Pradesh	Dr. I.P. Sharma, Dr. Y.S. Parmar University, Solan (Dr.Sudhir Verma, Dr.Ghanshyam Agarwal)	3 years	42,51,000
Impact of Mining on Water Resources in Jaintia Hills, Meghalaya	Meghalaya	Dr. O.P. Singh Department of Environmental Studies, North-Eastern Hill University, Mawkynroh-Umshing, Shillong-793022(Meghalaya) (09436100702)(opsinghnehu@rediffmail.com)	3 years	15,67,910
Efficiency Study of Damodar Left Bank Irrigation System and Strategies for Integrated Command Area Water Management.	West Bengal	Dr. Anirban Dhar, Assistant Professor, Dept. of Civil Engineering, Indian Institute of Technology Kharagpur. (anirban@civil.iitkgp.ernet.in) (09434147950)	3 years	46,96,135
Water use efficiency studies of Mangalam Irrigation Project	Kerala	Babu Methew, Scientist-E2 (PI), Training, Education and Extension Division, CWRDM, Kunnangalam, Kozhikode (Kerala): (09656293543)(0495-2351842)	3 years	15,41,000
Investigations on System of Rice	Telangana/ Andhra	R. Mahender Kumar, (PI), Principal Scientist	3 years	49,76,000

Intensification (SRI) for water saving and yield optimization in irrigated ecosystem	Pradesh	(Agronomy), Directorate of Rice Research, Rajendranagar, Hyderabad-30 (Andhra Pradesh): (09440476493) (kumarrm213@gmail.com)		
Investigation of local scour at bridge piers under pressure flow condition	Uttar Pradesh	Dr. Ashu Jain, IIT Kanpur, 0512-2597631 0512-2597411, email: ashujain@iitk.ac.in 7607718101	3 years	13,15,000
Stepped spillway versus normal Ogee spillway as an energy dissipation arrangement	Maharashtra	Shri N. M. Methekar, MERI, Nasik, office: 02532531153, email: rohydro1@gmail.com	3 years	39,47,000
Flood Inundation Zoning for different return periods in Mahanadi river basin.	West Bengal	Dr. C. Chatterjee, IIT Kharagpur(09932584565) (cchatterjee@agfe.iitkgp.ac.in)(cchatiit@gmail.com)	3 years	36,00,000
Experimental Verification of SCS Runoff curve Numbers for Selected Soils and Land Uses	Uttarakhand	Dr. S.K.Mishra, IIT Roorkee. (09411100753) (skm61fwt@iitr.ac.in), (skm61fwt@gmail.com)	3 years	44,15,660
Chair on water sector conflicts and governance for Policy Research	Delhi	Dr.Srinivas Chokkakula, Centre for Policy Research, Dharma Marg, Chanakyapuri New Delhi Mob No. 9582562172 E-Mail: srinivas@cprindia.org	3 years	1,64,79,600

Action research on IWRM Plan for water security in identified villages of Western UP	Uttarakhand	Dr. V.C.Goyal, Scientist 'G' and Head, Research Management and Outreach Division, NIH Roorkee	3 years	8,30,00,000
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A new component- '*Research Chair on Water Sector Conflicts and Governance*' under the scheme '*R&D Programme in Water Sector*'- was also proposed for including in the scheme in period (2017-2020) *beyond 12<sup>th</sup> Plan*.

This scheme is implemented on PAN India basis with specific research Institutes all over India and not state-wise.

Contact No. of the concerned officers for more information

Sh. Anuj Kanwal, Director, Tel: 011-29583482

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## **Section - 7**

# **Standard Form of Contract**

## **SECTION 7: STANDARD FORM OF CONTRACT**

### **STANDARD FORM OF CONTRACT**

#### **Institutes/Consultants' Services**

##### **Lump-Sum**

## CONTENTS

- I. Form of Contract
  
- II. General Conditions of Contract
  - 1. General Provisions
  - 2. Commencement, Completion, Modification and Termination of Contract
  - 3. Obligations of the Consultant
  - 4. Consultants' Personnel and Sub-Consultants
  - 5. Obligations of DoWR,RD&GR
  - 6. Payments to the Consultant
  - 7. Fairness and Good Faith
  - 8. Settlement of Disputes
  - 9. Liquidated Damages
  - 10. Conflict of Interest
  - 11. Performance Security
  - 12. Confidentiality
  - 13. Taxes
  - 14. Contract Price
  - 15. Transfer the Contract
  - 16. Miscellaneous Provisions
  
- III. Appendices
  - Appendix A - Description of Services.
  - Appendix B - Reporting Requirements.
  - Appendix C – Total Cost of service.
  - Appendix D – Deliverables.
  - Appendix E - Schedule of Payment.

**CONTRACT FOR CONSULTANCY SERVICES**

**Between**

**Department Water Resources, River Development & Ganga Rejuvenation**

**and**

**[Name of the Institute/Consultant]**

**Dated: \_\_\_\_\_**

**for**

**“Name of Assignment”**

**(On Non-judicial Stamp Paper)**

**I. FORM OF CONTRACT**

This Contract is made at \_\_\_\_\_ (place) on the \_\_\_\_\_ (day of the month and year) between \_\_\_\_\_, herein after called 'consultant' which term shall include its successor and administrator of the **First Part** and Department of Water Resources, River Development & Ganga Rejuvenation (DoWR,RD&GR) having its offices at Shram Shakti Bhawan, New Delhi, 110001, hereinafter called the Client/Authority which term shall include its successor and administrator of the **Second Part**.

**WHEREAS**

- (a) The Consultant, having represented to DoWR,RD&GR that he has the required professional skills, personnel and technical resources, has offered to carry out the services in response to the Tender Notice called 'Request for Proposal' dated \_\_\_\_\_ issued by DoWR,RD&GR ;
- (b) DoWR,RD&GR has accepted the Proposal dated \_\_\_\_\_ submitted by the Consultant to provide the services on the terms and conditions set forth in this Contract.

**NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL CONVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED** between the Parties as follows:

- 1) The following Contract documents shall be deemed to form an integral part of this Contract:
  - a. DoWR,RD&GR General Conditions of Contract;
  - b. The following Appendices:
    - Appendix A - Description of Services/ Scope of Work
    - Appendix B - Reporting Requirements
    - Appendix C – Total cost of Services
    - Appendix D – Deliverables
    - Appendix E – Schedule of payment
- 2) The mutual rights and obligations of DoWR,RD&GR and the Consultant shall be as set forth in the Contract, in particular:
  - a. The SCOPE OF WORK will be as per Terms of Reference of Section 6 of RFP.
  - b. The deliverables would be as per Appendix- D.
  - c. The Consultants shall carry out and complete the Services within the time frame indicated in RFP in accordance with the provisions of the Contract;
  - d. The consideration or Contract Price shall be Rs. \_\_\_\_\_ inclusive of all taxes.
  - e. DoWR,RD&GR shall make payments to the Consultant in accordance with the provisions of the Contract.
  - f. Detailed terms and conditions of the Contract are contained in the Contract Documents mentioned in Para 1 above. The same are to be read harmoniously

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by -----

In presence of  
(Witnesses)

1. For and on behalf of [DoWR,RD&GR ]

- (i)
- (ii)

[Authorized Representative]

In presence of  
(Witnesses)  
(i)  
(ii)

2. For and on behalf of [name of Consultant]

[Authorized Representative]

## II. GENERAL CONDITIONS OF CONTRACT

1.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- i. “Applicable Law” means the laws and any other instruments having the force of law in India.
- ii. “Client” means the DoWR,RD&GR with which the selected Consultant signs the contract for the services.
- iii. “Consultancy Monitoring Committee” (CMC) means a Committee constituted to monitor the progress of the assignment may make judgment giving reasons thereafter as to which shall be recorded in writing.
- iv. “Consultant” means any entity or person that may provide or provides the Services to the DoWR,RD&GR under the Contract.
- v. “Contract” means the Contract signed by the Parties and all the Contract documents listed in its Clause 1 of the Contract.
- vi. “Data Sheet” means such part of the Instructions to Consultants used to reflect assignment conditions.
- vii. “Day” means calendar day.
- viii. “Effective Date” means the date on which this Contract comes into force.
- ix. “GCC” means these General Conditions of Contract.
- x. “Indian Currency” means Indian Rupees (INR).
- xi. “Instructions to Consultants” (Section 3 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- xii. “In writing” means communicated in written form with proof of receipt.
- xiii. “Liquidated Damages” herein- may be specified as “LD”.
- xiv. “Local Currency” means Indian Rupees (INR).
- xv. “LOI” - means the Letter of Invitation being sent by DoWR,RD&GR to the shortlisted Consultants.
- xvi. “LOA” or equivalently Work Order means the Letter of Award issued by DoWR,RD&GR conveying its acceptance of the proposal of the successful Consultant.
- xvii. “Member” means any of the entities which constitute registered joint venture/consortium/association; and “Members” means all these entities.
- xviii. “Party” means DoWR,RD&GR or the Consultant, as the case may be, and “Parties” means both of them.
- xix. “Personnel” means professionals and support staff provided by the Consultants and assigned to perform the services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the country; “Local Personnel” means such professionals and support staff who at the time of being so provided have their domicile inside the country;
- xx. “Proposal” includes both the Technical Proposal and the Financial Proposal.
- xxi. “RFP” means the Request for Proposal prepared by DoWR,RD&GR for the selection of Consultants.
- xxii. “Services” means the work to be performed by the Consultant pursuant to the Contract.
- xxiii. “Third Party” means any person or entity other than DoWR,RD&GR, or the Consultant.

### 1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between DoWR,RD&GR and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them on his behalf. The Consultant will be exclusively liable to pay remuneration and salary to his employees.

1.3 **Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

#### 1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered against acknowledgement to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to the addresses specified below.

Under Secretary  
Department of Water Resources, River  
Development & Ganga Rejuvenation  
Shram Shakti Bhawan,  
New Delhi-110 001

Consultant: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address with Communication  
details: \_\_\_\_\_

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified below.

Under Secretary  
Department of Water Resources, River  
Development & Ganga Rejuvenation  
Shram Shakti Bhawan,  
New Delhi-110 001

Consultant: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address with Communication  
details: \_\_\_\_\_

1.6 **Location:** The Services shall be performed at such locations as are specified in Terms of Reference here to and, where the locations of a particular task is not so specified, at such locations as the Department of Water Resources, River Development & Ganga Rejuvenation may notify in writing.

1.7 **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract or any amendment thereof by DoWR,RD&GR or the Consultant may be taken or executed by the officials specified below.

Under Secretary  
Department of Water Resources,  
River Development & Ganga  
Rejuvenation  
Shram Shakti Bhawan,  
New Delhi-110 001

Consultant: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address with Communication  
details: \_\_\_\_\_

The Consultant shall issue Power of Attorney in favour of its Authorised Representative.

1.8 **Taxes and Duties:** The Consultant shall be liable to pay all direct and indirect taxes, duties, fees and other impositions levied under the laws of India, applicable at the time of submission of the Proposal.

#### 1.9 Fraud and Corruption

1.9.1 **Definitions:** It is DoWR,RD&GR's policy to require that DoWR,RD&GR as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, DoWR,RD&GR defines, for the purpose of this provision, the terms set forth as follows:

- (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract;
- (iii) “collusive practices” means a scheme or arrangement between two or more Consultants, with or without the knowledge of DoWR,RD&GR, designed to establish prices at artificial, noncompetitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract.

### 1.9.2 Measures to be taken by DoWR,RD&GR

- a) DoWR,RD&GR may terminate the Contract if it comes to know at any point of time that representatives of the Consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Contract, without the Consultant having taken timely and appropriate action satisfactory to DoWR,RD&GR to remedy the situation after receipt of Notice.
- b) DoWR,RD&GR after issue of Show Cause Notice to Consultant may also sanction against the Consultant, declaring the Consultant ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if it at any point of time comes to know that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any DoWR,RD&GR -financed Contract.

### 1.9.3 Commissions and Fees

At the time of submission of its Proposal, the Consultant shall disclose any commissions or fees that may have been paid or agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 **Effectiveness of Contract:** This Contract shall come into force and effect on the date of signing of the Contract.
- 2.2 **Termination of contract for Failure to become effective:** If the Consultant does not initiate the work within 30 days after the signing of contract, the DoWR,RD&GR shall declare the Contract to be null and void, and in the event of such a declaration DoWR,RD&GR shall have claim for damage against the Consultant.
- 2.3 **Commencement of Services:** The Consultant shall begin carrying out the Services immediately but not later than ten days from the Effective Date.
- 2.4 **Completion of Contract:** Unless terminated earlier pursuant to Clause 2.9 hereof, the Consultant shall complete the entire work as per the time – period stipulated in APPENDIX-D, which may be extended at the discretion of DoWR,RD&GR.
- 2.5 **Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

### 2.6 Modifications or Variations:

- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party and cost implication thereof.
- (b) In cases of substantial modifications or variations, a supplementary Agreement between DoWR,RD&GR and Consultant is required.

## 2.7 Force Majeure

### 2.7.1 Definition

- (a) 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 not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the Contract, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

2.7.2 **No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all possible precautions, due care and all Measures, with the objective of carrying out the terms and conditions of this Contract.

### 2.7.3 Measures to be taken:

- (a) 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.
- (b) 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) days following the occurrence of such event, providing sufficient and satisfactory 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.
- (c) 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.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by DoWR,RD&GR, shall either: (i) Demobilize or (ii) continue with the Services to the extent possible, in which case DoWR,RD&GR on being satisfied shall continue to pay proportionately to the Consultant and on prorate basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8 hereunder.

2.8 **Suspension:** DoWR,RD&GR may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## 2.9 Termination

2.9.1 **By DoWR,RD&GR:** DoWR,RD&GR may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause.

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of issued by DoWR,RD&GR, within thirty (30) days of receipt of such notice or within such further period as DoWR,RD&GR may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this Contract) insolvent or goes into compulsory liquidation.
- (c) If the Consultant, in the judgment of DoWR,RD&GR, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (d) If the Consultant submits to DoWR,RD&GR a false statement which has a material effect on the rights, obligations or interests of DoWR,RD&GR.
- (e) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to DoWR,RD&GR.
- (f) If the Consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Consultant to improve the quality of the services.
- (g) 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 sixty (60) days.
- (h) If DoWR,RD&GR, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence DoWR,RD&GR shall give a not less than thirty (30) days' written advance notice before terminating the Contract of Consultants, and sixty (60) days' in case of the event referred to in (g) and hundred (100) days' in case it does not pay the Award amount as per Award against it passed by arbitration.

2.9.2 **By the Consultant:** The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to DoWR,RD&GR, in case of the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause 2.9.2.

- (a) If DoWR,RD&GR fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (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 sixty (60) days.
- (c) If DoWR,RD&GR fails to comply with any final decision reached as a result of Arbitration pursuant to Clause 8 hereof.
- (d) If DoWR,RD&GR is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by DoWR,RD&GR of the Consultant's notice specifying such breach.

2.9.3 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 thereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as

may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to pay Damages or Liquidated Damages permit inspection, copying and auditing of their accounts and records as set forth in Clause 3.6 hereof, and (iv) any right which a Party may have under the Law.

**2.9.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close and vacate the premises of DoWR,RD&GR in a prompt and orderly manner.

**2.9.5 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, DoWR,RD&GR shall make the following payments to the Consultant:

(a) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, DoWR,RD&GR may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to DoWR,RD&GR subject to recovery of its dues, as permissible. Under such circumstances, upon termination, DoWR,RD&GR may also impose liquidated damages as per the provisions of Clause 9 hereof. The Consultant will be required to pay any such liquidated damages and compensation as permissible under Contract Act to DoWR,RD&GR within Thirty (30) days of termination date.

(b) In the event of termination under 2.9.1 (g) and (h), the payment schedule as specified in this contract shall not apply and the costs of work delivered by consultant and the cost of demobilization of consultant teams will be mutually decided and paid by DoWR,RD&GR to consultant.

**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, if it chosen within forty-five (45) days after receipt of notice of termination from the other Party, may seek settlement under Clause 8 hereof.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

**3.1.1 Standard of Performance:** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to DoWR,RD&GR, and shall at all times support and safeguard DoWR,RD&GR's legitimate interests in any dealings with Third Parties.

**3.2 Conflict of Interests:** The Consultant shall hold DoWR,RD&GR's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this Contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to DoWR,RD&GR and seek its instructions for compliance.

#### **3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:**

(a) The payment of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's only payment in connection with this Contract. The Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional payment on account of commission or discount, etc.

- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the DoWR,RD&GR on the procurement of goods, works or services, the Consultant shall comply with the DoWR,RD&GR's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of DoWR,RD&GR. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit and account of DoWR,RD&GR.

**3.2.2 Consultant and Affiliates Not to Engage in Certain Activities:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

**3.2.3 Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**3.3 Confidentiality:** Except with the prior written consent of DoWR,RD&GR, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, award of Contract and its execution.

**3.4 Accounting:** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accounting principles and in such form and detail as will clearly identify all relevant time charges and costs, and (ii) if so required by DoWR,RD&GR, shall undertake to provide such information as DoWR,RD&GR may reasonably determine as necessary in relation to the services.

**3.5 Consultant's actions requiring DoWR,RD&GR's prior approval:** The Consultant shall obtain DoWR,RD&GR's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in **TECH 4 of Section 4**.
- (b) The consultant shall not assign or transfer or subcontract the contract or any part thereof.

**3.6 Deliverables:** The Consultant shall submit to DoWR,RD&GR the reports and documents specified in **Appendix D** hereto, in the form, in the numbers and within the time periods set forth in the said Section. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.7 Documents Prepared by the Consultant to be the Property of DoWR,RD&GR:** All plans, drawings, specifications, designs, reports, data including unit level data, other documents and software prepared by the Consultant for DoWR,RD&GR under this Contract shall become and remain the property of DoWR,RD&GR, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to DoWR,RD&GR, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from DoWR,RD&GR and DoWR,RD&GR reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third Parties for purposes of development of any such computer programs, the Consultant shall obtain DoWR,RD&GR's prior written approval to such agreements, and DoWR,RD&GR shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

#### **4. CONSULTANTS' PERSONNEL**

**4.1 General:** The Consultant shall employ and provide at its own cost such qualified and experienced Personnel as are required to carry out the Services.

#### 4.2 **Description of Personnel:**

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the Consultant's proposal and are described in Section 4 of RFP.
- (b) Adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Section 4 of RFP may be made by the Consultant by written notice to DoWR,RD&GR, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% (Ten Percent) or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1(b) of this Contract. Any other such adjustments shall only be made with DoWR,RD&GR's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Section 4 of RFP may be increased by agreement in writing between DoWR,RD&GR and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause 6.1 hereof, this will be explicitly mentioned in such agreement.

4.3 **Approval of Personnel:** The Key Personnel listed by title as well as by name in Section 4 of RFP are hereby approved by DoWR,RD&GR. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to DoWR,RD&GR for review and approval a copy of their Curriculum Vitae (CVs). If DoWR,RD&GR does not object in writing (stating the reasons for the objection) within fifteen (15) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by DoWR,RD&GR.

#### 4.4 **Removal and/or Replacement of Personnel:**

- (a) Except as DoWR,RD&GR may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If DoWR,RD&GR (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at DoWR,RD&GR's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to DoWR,RD&GR.

4.5 **Resident Project Manager:** The Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to DoWR,RD&GR, shall take charge of the performance of such Services at the Project.

### 5. **OBLIGATIONS OF DoWR,RD&GR**

5.1 **Assistance and Exemptions:** Unless otherwise specified, DoWR,RD&GR shall use its best efforts to ensure that it shall:

- (a) Provide the Consultant including Personnel with work permits and such other documents as shall be necessary to enable the Consultant or Personnel to perform the Services.
- (b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (c) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance to facilitate performance of the Contract.

5.2 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change of rate of levy under the existing applicable Laws of India with respect to taxes and duties, which are directly payable by the Consultant for providing the services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the

cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1. However, in case of any new or fresh tax or levy imposed after submission of the Proposal the Consultant shall be entitled to reimbursement on submission of proof of payment of such Tax or Levy.

- 5.3 **Payment:** In consideration of the Services performed by the Consultant under this Contract, DoWR,RD&GR shall make to the Consultant such payments and in such manner as is provided by Clause 6 of this Contract.
- 5.4 DoWR,RD&GR shall provide office space for the Consultant's personnel for the purpose of conducting discussions, meetings, and workshops with DoWR,RD&GR officials as and when required by the Consultant

## **6. PAYMENTS TO THE CONSULTANT**

### **6.1 Total Cost of the Services:**

- (a) The total cost of the Services payable is set forth in Appendix C as per the Consultant's proposal to DoWR,RD&GR.
- (b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-C.
- (c) Notwithstanding Clause 6.1(b) hereof, if pursuant to any of the Clauses 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 **Currency of Payment:** All payments shall be made in Indian Rupees.

6.3 **Terms of Payment:** The payments in respect of the Services shall be made as follows:

- (a) The Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved.
- (b) Once a milestone is completed, the Consultant shall submit the requisite deliverables as specified in this Contract and such invoice (in triplicate) which falls due as per **Appendix E** (schedule of payment). DoWR,RD&GR shall release the requisite payment upon acceptance of the deliverables. However, if DoWR,RD&GR fails to intimate acceptance of the deliverables or its objections thereto, within forty five (45) days of receipt of it, DoWR,RD&GR shall release the payment to the Consultant without further delay.
- (c) Final Payment: The final payment shall be made only after the final report and a final statement, identified as deliverable, shall have been submitted by the Consultant and approved as satisfactory by DoWR,RD&GR. The Services shall be deemed completed and finally accepted by DoWR,RD&GR and the final report and final statement shall be deemed approved by DoWR,RD&GR as satisfactory after sixty (60) calendar days after receipt of the final report and final statement by DoWR,RD&GR, if within such period, DoWR,RD&GR does not give written notice to the Consultant specifying in detail deficiencies in the Services specified, the final report or final statement. The Consultant shall thereupon promptly make all necessary corrections, and thereafter the foregoing process shall be repeated. Any extra amount, which DoWR,RD&GR has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to DoWR,RD&GR within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by DoWR,RD&GR for reimbursement must be made within two (2) calendar months after receipt by Consultant of a final report and a final statement approved by DoWR,RD&GR in accordance with the above.
- (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by DoWR,RD&GR after submission by the Consultant and the Consultant has

- made presentation to DoWR,RD&GR (Mention this if presentation is required) with / without modifications to be communicated in writing by DoWR,RD&GR to the Consultant.
- (e) If the deliverables submitted by the Consultant are not acceptable to DoWR,RD&GR, reasons for such non-acceptance should be recorded in writing; DoWR,RD&GR shall not release the payment due to the Consultant. This is without prejudice DoWR,RD&GR's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Consultant only after it re-submits the deliverable and which is accepted by DoWR,RD&GR.
  - (f) All payments under this Contract shall be made to the accounts of the Consultant.
  - (g) With the exception of the final payment under (c) above, payments made to Consultant do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by DoWR,RD&GR to the Consultant in writing and the Consultant has made necessary changes as per the comments / suggestions of DoWR,RD&GR communicated to the Consultant.
  - (h) In case of earlier termination of the Contract, the payment shall be made to the Consultant as mentioned here with: Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Consultant shall provide the details of persons reasonably worked during this period with supporting documents. DoWR,RD&GR shall be entitled to adjust/ recover Damages/ Compensation and Liquidated Damages due under the Contract.

## **7. FAIRNESS AND GOOD FAITH**

- 7.1 **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will make their best efforts to agree on such action as may be necessary to remove the cause or causes of such non-fairness, but no failure to agree on any action pursuant to this Clause may give rise to a dispute subject to Arbitration in accordance with Clause 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

- 8.1 **Amicable Settlement:** Performance of the Contract is governed by the terms & conditions of the Contract, in case of dispute arises between the Parties regarding any matter under the Contract, either Party of the Contract may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within Thirty (30) days after receipt. If that Party fails to respond within Thirty (30) days, or the dispute cannot be amicably settled within Sixty (60) days following the response of that Party, clause 8.2 shall become applicable.
- 8.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the Contract between DoWR,RD&GR and the Consultant, which has not been settled amicably, any Party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by DoWR,RD&GR and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the Parties which shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the Parties to reach a consensus regarding the appointment of the third arbitrator within a period of Thirty (30) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by Secretary, DoWR,RD&GR. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these Arbitration proceedings.
- 8.3 Arbitration proceedings shall be held in India at New Delhi and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both Parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by DoWR,RD&GR and the Consultant. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All Arbitration awards shall be in writing and shall state the reasons for the award.

8.5 Notwithstanding any references to arbitration, the parties shall continue to perform their respective work/ obligation under the Contract.

## **9. LIQUIDATED DAMAGES**

9.1 The Parties hereby agree that due to negligence of act of any Party, if the other Party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages for delay by Consultant under this Contract shall not exceed 10% (Ten Percent) of the total value of the Contract as specified in **Appendix C**.

9.3 The liquidated damages for delay by Consultant shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule, the Consultant shall be liable to pay 1% (One Percent) of the proportional cost of the services related to that deliverable (as per **Appendix E** – Schedule of payment) for delay of each week or part thereof subject to clause 9.2.

(b) If the deliverables are not acceptable to DoWR,RD&GR as mentioned in Clause 6.3 (e), and defects are not rectified to the satisfaction of DoWR,RD&GR within 10 (Ten) days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% (One Percent) of proportional cost of the services related to that deliverable (as per **Appendix E** – Schedule of payment) for every week or part thereof for the delay subject to clause 9.2.

(c) Notwithstanding, anything mentioned above, the consultant shall not be made liable for any delay due to non-availability of timely approval and timely review by DoWR,RD&GR or its state level counterparts or any stake holders not directly attributable to the consultant.

9.4 Notwithstanding anything to the contrary contained in this agreement but subject to the indemnifications specifically agreed to by the consultant herein, in no event shall the aggregate liability of the consultant under this agreement exceed the total cost of services paid to the consultant.

## **10. Conflict of Interest**

10.1. DoWR,RD&GR's policy requires that Consultants should provide professional, objective, and impartial advice and at all times hold DoWR,RD&GR's interests paramount; strictly avoid conflicts with other assignments or their own corporate interests.

10.2. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged by DoWR,RD&GR, under any of the circumstances set forth below:

### **10.2.1 Conflicting activities**

A firm that has been engaged by DoWR,RD&GR to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

#### 10.2.2 **Conflicting assignments**

A Consultant (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with the assignment of the Consultant or other work to be executed for the same or other of DoWR,RD&GR.

#### 10.2.3 **Conflicting relationships**

A Consultant (including its Personnel) that has a business or family relationship with a member of DoWR,RD&GR's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to DoWR,RD&GR throughout the selection process and the execution of the Contract.

10.2.4 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of DoWR,RD&GR or that may reasonably be perceived as having this effect. Failure to disclose said situations by Consultant may lead to the disqualification of the Consultant or termination of its Contract.

10.2.5 No current employees of DoWR,RD&GR shall work as Consultants to DoWR,RD&GR. Recruiting of former employees of DoWR,RD&GR or former ministries, departments or agencies is acceptable provided no conflict of interest exists.

#### 10.2.6 **Unfair Advantage**

If a short listed Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, DoWR,RD&GR shall make available to all short listed Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing.

#### 10.2.7 **Association of Sub-Consultants**

Consultant shall not assign or transfer the contract or any part thereof.

### **11. Performance security**

11.1 In lieu of Performance Bank Guarantee 10 % of each installment amount shall be retained which shall be released on satisfactory completion of the Study and fulfillment of all contractual obligations. Further details are elaborated at Para 6.5.1 of Section 6, Part A: General Terms of Reference.

11.2 It is expressly understood and agreed that the performance security is intended to secure the performance of entire Contract. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.

### **12. Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the DoWR,RD&GR's anti-fraud and corruption policy.

### **13. Taxes**

The Consultant shall include all local taxes and duties on amounts payable by the Consultant under the Contract. All taxes including Service Tax, duties and other impositions as applicable in India shall be included in the Financial Proposals.

13.1 The Financial Proposal should include all commercial prices inclusive of all the taxes, duties and levies, etc. applicable at the time of submission of Proposals.

13.2 The Tax component should be given as a separate head.

#### **14. Contract Price**

14.1 Contract price shall remain firm and fixed for the entire Contract period, except changes in the Tax Law, as covered by Clause 5.2 above.

#### **15. Transfer of Contract**

15.1 Consultant shall not assign or transfer the contract or any part thereof.

#### **16. Miscellaneous provisions:**

- (i) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify DoWR,RD&GR of any material change in its status as legal entity, in particular, where such change or winding up proceeding which would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards DoWR,RD&GR for performance of services.
- (v) The Consultant shall at all times indemnify and keep indemnified DoWR,RD&GR against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.
- (vi) The Consultant shall at all times indemnify and keep indemnified DoWR,RD&GR against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant’s) employees or agents or caused by any action, omission or operation conducted by or on behalf of the Consultant.
- (vii) The Consultant shall at all times indemnify and keep indemnified DoWR,RD&GR against any and all claims by Employees, Workman, Consultants, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of their wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any subsequent engagement, service or employment in any capacity in any office or establishment of the Government of India or DoWR,RD&GR.

### III. APPENDICES

#### APPENDIX A: DESCRIPTION OF SERVICES

Will be as per Terms of Reference given in Section 6 of RFP.

#### APPENDIX B: REPORTING REQUIREMENTS

For all the activities relating to this assignment the Consultant will contact \_\_\_\_\_, Department of Water Resources, River Development & Ganga Rejuvenation, Shram Shati Bhawan, New Delhi – 110001.

#### APPENDIX C: TOTAL COST OF SERVICES IN INDIAN RUPEES

To be finalized between DoWR, RD&GR and Consultant based on the Technical and Financial Bid submitted by the bidder before signing of the Contract.

#### APPENDIX D: DELIVERABLES

<b>Deliverable</b>	<b>Submission Date (Weeks/Days from issue of work order)</b>
Inception report	Within One <b>Week</b> of award of contract.
Draft Report	Within <b>45 days</b> of award of contract
Final Report (10 copies)	Within <b>60 days</b> of award of contract

#### APPENDIX E: SCHEDULE OF PAYMENT

<b>Payment of Consultancy Fees</b>	<b>When due</b>
20% of contract value less 10 % of the eligible installment amount to be retained in lieu of performance bank guarantee.	Inception Report with Detailed Evaluation Plan (detailed strategy/plan for conducting the evaluation, field visits, and data analysis and report submission);
40% of contract value less 10 % of the eligible installment amount to be retained in lieu of performance bank guarantee.	on submission of draft report;
40% of contract value less 10 % of the eligible installment amount to be retained in lieu of performance bank guarantee.	on submission of final report and acceptance of the report by DoWR, RD & GR.

The 10 % of each installment retained in lieu of Performance Bank Guarantee shall be released on satisfactory completion of the study and fulfillment of all contractual obligations.

**Bid Securing Declaration  
(Refer Clause 3.14)**

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, *[Name of the Institution]*, shall not be withdrawn or modified during the period of validity i.e. not less than 60(sixty) days from the proposal due date.

I, on behalf of the bidder, *[Name of the Institution]*, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us before the deadline defined in the Request for Proposal (RFP), then *[Name of the Institution]* will be suspended from participation in the tendering process for the consultancy services of Department of Water Resources, River Development and Ganga Rejuvenation, for a period of one year from the proposal due date of this services.

Authorized signature (in full and details):

Name and Title of Signatory:

Date:

Name of the Institute:

No. 66(59) PFC-II/2018-Pt  
Government of India  
Ministry of Finance  
Department of Expenditure  
\*\*\*\*

North Block, New Delhi  
22<sup>nd</sup> May, 2019

**OFFICE MEMORANDUM**

**Sub: Sample ToR of Central Sector Schemes**

Please find enclosed final Standard Terms of Reference (ToR) Template for Central Sector Schemes prepared by NITI Aayog in consultation with Department of Expenditure as communicated vide their OM No. I-19011/33/2019-DME0 dated 16.5.2019. The first part of the template outlines the structure of the report and the second part is the explanatory memorandum. With the issue of this template which is generic in nature, individual vetting of each Central Sector scheme by NITI Aayog will not be required. However, in the opinion of the Ministry/Department, if any particular scheme so demands, the Ministry/Department may like to approach NITI for specific addendum or revision in this template.

2. This issues with the approval of Secretary (Expenditure).

*Harsha Dass*  
Harsha Dass <sup>22/5/2019</sup>  
Director (PFC-II)  
Tel. No. 23092578

**Financial Advisors  
All Ministries/Departments of Government of India**

**Encl: As above**

Copy to:  
DG/DME0 w.r.t. OM Mo.I-19011/33/2019-DME0 dated 16.5.2019

Template for Evaluation of Central Sector Scheme: [Scheme Name]

Name of Department / Name of Ministry

**1 EXECUTIVE SUMMARY**

**2 OVERVIEW OF THE SCHEME**

**2.1 Background of the scheme**

- a) Brief write up on the scheme including Objectives, Implementation Mechanism, Scheme architecture / design
- b) Name of Sub-schemes / components
- c) Year of commencement of scheme
- d) Present status with coverage of scheme (operational / non-operational)
- e) Sustainable Development Goals (SDG) Served
- f) National Development Plans (NDP) Served

**2.2 Budgetary allocation and expenditure pattern of the scheme**

Sub-scheme / Component	[Year 1]			[Year 2]			[Year3]			[Year 4]			[Year 5]		
	BE	RE	Actual	BE	RE	Actual	BE	RE	Actual	BE	RE	Actual	BE	RE	Actual

**2.3 Summary of past evaluation since inception of scheme**

Year of Evaluation	Agency hired for Evaluation	Recommendations made and accepted	Recommendations made but not accepted
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**3. METHODOLOGY**

**3.1 Approach (Methodology adopted), Division of country into 6 Geographical Regions / Zones (North, South, East, West, North East and Central) as classified by NSSO.**

**3.2 Sample size and sample selection process, tools used:** field study / questionnaire, primary and secondary data.

**4. OBJECTIVE OF THE STUDY**

**4.1 Performance of the scheme based on the Output / Outcome indicators**

#### 4.2 Additional parameters

##### a) Coverage of beneficiaries

State				District			
Urban		Rural		Urban		Rural	
Male	Female	Male	Female	Male	Female	Male	Female
SC/ST	SC/ST	SC/ST	SC/ST	SC/ST	SC/ST	SC/ST	SC/ST

##### b) Implementation mechanism

##### c) Training / Capacity building of administrators / facilitators

##### d) IEC activities

##### e) Asset / Service creation & its maintenance plan

##### f) Benefits (Individual, community)

##### g) Convergence with scheme of own Ministry / Department or of other Ministry / Department.

#### 4.3 Gaps in achievement of outcomes

#### 4.4 Key Bottlenecks & Challenges

#### 4.5 Input Use Efficiency

### 5. OBSERVATIONS AND RECOMMENDATIONS

#### 5.1 Thematic Assessment

#### 5.2 Externalities

### 6. CONCLUSION

#### 6.1 Issues & challenges

#### 6.2 Vision for the future

#### 6.3 Recommendation for scheme with reasons

### 7. REFERENCES

### 8. APPENDICES

## EXPLANATORY MEMORANDUM

- 2.1(a) Latest guidelines of the scheme may also be annexed.
- 2.1(b) Sub-schemes/ components which have separate budgetary allocations either through budget line or through Detailed Demand for Grants(DDG) may also be listed along with component-wise budget allocation.
- 2.1(d) Details of number of states/districts/villages where the scheme is functional may be included.
- 2.1 (e) & (f) May be linked with objective of the scheme.
- 2.2 If DDG makes allocations for certain items which are not shown as sub schemes/components, the same may be separately indicated along with allocation in the table.
- 3.1 Complete list of states as classified by NSSO may be seen on its website.
- 4.1 Output / Outcome Indicators as proposed/ prepared by NITI Aayog may be considered. In the absence of these, indicators as spelt out in SFC/ EFC memorandum during appraisal of the scheme may be utilized.
- Output / Outcome Indicators ( numbers or percentage) must be compared with base year value at all time points (periodicity) as per monitoring mechanism framework, also defined in SFC/EFC Memorandums.
- 4.2 (a) Tabulated information up to Tehsil / Block Level and if possible, up to village level may be provided.
- 4.2 (b) Focus should be on clarity of instructions, availability of scheme or programme guidelines, clear definition of roles and responsibilities of functionaries and the number and nature of clarifications / additional instructions issued w.r.t. scheme guidelines.
- 4.2 (c) Details about training (PFMS /EAT Module, scheme's portal or any other) with number of interventions and levels at which these interventions were carried out may be included.
- 4.2 (d) Details about Stakeholders / Beneficiaries, details of campaigns, media, frequency, feedback etc. may be included.
- 4.2 (g) Details about apparatus-manpower office transport etc. may be included. If there is no convergence, NIL may be recorded.
- 4.3 These gaps could be attributed to absence of interventions/ non-performance of existing interventions.
- 4.4 Focus may be on Financial, Administrative, Project Management and any other Key Bottlenecks & Challenges.

4.5 Details of (a) requirement of funds as indicated in EFC / SFC in relation to actual allocation of funds including timelines of release (b) requirement and allotment of manpower in implementation of scheme / programme at various levels (PMU / Central / State) (c) Involvement of private players, volunteers, non-governmental organizations and local community etc. in the scheme may be provided.

5.1 Thematic assessment should focus on Accountability, Transparency, Employment generation (direct / indirect), Climate change and sustainability, Role of TSP/ SCSP, Use of IT, Behavioral change in stakeholder/beneficiary, R&D, Role, functions, involvement / support of State govts.

Cross cutting themes can be assessed both through secondary data as well as primary. While conducting meta-analysis of existing reports, the evaluator should actively review the cross-cutting themes. The primary data for cross cutting themes will be elicited through specific questions and responses during the key informant interviews and beneficiary surveys. For example, use of IT in scheme implementation, fund flow, monitoring and evaluation can be assessed from interaction with concerned ministries/departments as well as states officials. Similarly, gender mainstreaming can be assessed by introducing specific questions on changes in knowledge, attitude and practices pertaining to gender equality, attributable to the CS intervention at hand, through household surveys.

5.2 Details of best practices, innovations or scheme / projects where best practices were replicated may be provided.

6.3 It is essential to highlight the importance of recommendations made for the scheme. The evaluation agency may provide recommendation for the scheme in any of the following categories (a) Continue in existing form (b) Continue with some Modifications (suggest modifications) (c) scale up the scheme ( Financial/ Physical / both) (d) Scale down the scheme (Financial/ Physical/ both) (e) Close (f) Merge with another scheme as sub-scheme/component.

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