

CONTRACT

Mid Term Review for Uttarakhand Water Supply Program for Peri Urban areas

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name Uttarakhand Water Supply Program for Peri-urban Areas

[Loan No. 8805 IN]

Contract No. 13A/Consultancy Services/2021-22

Between

State Program Support Unit, State Water & Sanitation Mission, Uttarakhand

And

**M/s Academy of Management Studies (AMS), 15, Laxmanpuri, Faizabad
Road, Lucknow-226016**

Dated: 01st October, 2021





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INDIA NON JUDICIAL Government of Uttarakhand

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This CONTRACT (hereinafter called the "Contract") is made the **01st** day of the month of **October, 2021**, between, on the one hand, **State Program Support Unit, State Water & Sanitation Mission, Uttarakhand** (hereinafter called the "Client and, on the other hand, a entity, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, **M/s Academy of Management Studies (AMS), 15, Laxmanpuri, Faizabad Road, Lucknow-226016** (hereinafter called the "Consultant").

Contract Mid-Term Review



Statutory

1. The authenticity of this stamp certificate should be verified at www.shoelstamp.com or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on the Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Client has received a loan from the *International Bank for Reconstruction and Development (IBRD)* toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "Bank Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference.
 - Appendix B: Key Experts.
 - Appendix C: Contract Price as per BOQ.

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; and Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

Contract Mid Term Review



(Date) 10/10/2023
Page 3 of 3
[Signature]
[Stamp]

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.

For and on behalf of *State Program Support Unit, State Water & Sanitation Mission, Uttarakhand*


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B.K. Pandey, Chief Engineer, SWSM

For and on behalf of each of the members of the Consultant:

M/s Academy of Management Studies (AMS).



Anil Singh, Sr. Field Officer (Authorised Representative)

I. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) "Applicable Guidelines" means Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) "Day" means a working day unless indicated otherwise.
- (i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (k) "Foreign Currency" means any currency other than the currency



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of the Client's country.

- (l) "GCC" means these General Conditions of Contract.
- (m) "Government" means the government of the Client's country.
- (n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (p) "Local Currency" means the currency of the Client's country.
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written,
- (t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing

3.1. This Contract, its meaning and interpretation, and the relation

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- Contract** between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. Corrupt and Fraudulent Practices** 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
- a. **Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party 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 or other party, the amount and currency, and the purpose of the commission, gratuity or



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fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

11.2. Performance security: Within ten (10) days of the receipt of notification of award from the Client, the successful Firm shall furnish the unconditional Performance Security pledged in the name of **Uttarakhand Water Supply Program, SWSM, Dehradun** in accordance with the LI rates (3% of the Contract Value) acceptable to the Client. The Performance Security shall be denominated in Indian Rupees and shall be paid in the form of following payment modes in favour of:

- (a) Fixed Deposit.
- (b) Demand Draft.
- (c) Bank Guarantee

11.3 The Performance Security may be forfeited:

(a) Failure of the successful Firm to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event the Client may award the Contract to the rank 2 combined evaluated Firm, whose offer is substantially responsive and is determined by the Client to be qualified to perform the Consultancy services satisfactorily.

(b) if a Bidder Performance of the consultant during the assignment is not satisfactory.

11.3, 11.4 The Performance Security will be released after the successful completion of the assignment.

12. Termination of Contract for Failure to Become

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the



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- Effective** event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. 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 statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. 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. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies i.e "Pandemic, epidemics, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority".
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.



17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. 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 reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.



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17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Penalty & Suspension

18.1. The Consultant shall pay penalty for delay to the Client at the rate of 0.05% for each week against deliverables subject to maximum of 5% of the Contract value. The Client may deduct penalty from payments due to the Consultant. Payment of penalty shall not affect the Consultant's liabilities.

Time is the essence of the contract and payment or deduction of penalty shall not relieve the consultant from his obligation to complete the assignment as per agreed completion schedule or from any of the Consultant's other obligations and liabilities under the contract.

18.2. The Client 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 request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their



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creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) 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) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar 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) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five



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(45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services 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



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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 a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of
Interests**

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant
Not to Benefit
from
Commissions,**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission,

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Discounts, etc.

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 Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants 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.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts 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 the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23.1 Subject to additional provisions, if any, set forth in the SCC, the



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Consultant

Consultant's liability under this Contract shall be provided by the Applicable Law.

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

26. Reporting Obligations

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes

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unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the



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same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the



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Services.

- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

36. Counterpart

36.1 The Client shall make available to the Consultant free of charge



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Personnel

such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT**38. Contract Price**

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments



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will be made according to the payment schedule stated in the SCC.

41.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the

42. Interest on Delayed Payments

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Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 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.

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.



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II. General Conditions

Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

"Fraud and Corruption

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation²;
- (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;

¹ For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

² For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

³ For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in



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- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁵, including by publicly declaring such firm or an ineligible, either indefinitely or for a

the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

⁵ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.




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stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁶ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

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II. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English
6.1 and 6.2	<p>Client : State Program Support Unit, State Water & Sanitation Mission, Uttarakhand, 75/38, Inder Road, Dalanwala, Dehradun.</p> <p>Attention : Mr. Nitin Singh Bhadauria, Program Director</p> <p>Phone : 0135-2643381</p> <p>E-mail : swsm.uttarakhand@gmail.com</p> <p>Consultant : Academy of Management Studies (AMS), 15, Laxmanpuri, Faizabad Road, Lucknow-226016</p> <p>Attention : Mr. Anil Singh, Sr. Field Officer</p> <p>Phone : +918887819526, 0522-2350825, 0522-2352492</p> <p>E-mail : ams@amsindia.org</p>
8.1	<i>Not Applicable</i>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Mr. Nitin Singh Bhadauria, Program Director, SPSU</p> <p>For the Consultant: Mr. Anil Singh, Sr. Field Officer</p>



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11.1	On the date of signing of Contract, the successful Firm, shall furnish the Performance Security of 3% Rs. 53,970.00 (Fifty Three Thousand Nine Hundred Seventy only) in the name of Uttarakhand Water Supply Program, SWSM, Dehradun in accordance with the percentage specified. Failure of the successful Firm to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event the Client may award the Contract to the next lowest evaluated Firm, whose offer is substantially responsive and is determined by the Client to be qualified to perform the Consultancy services satisfactorily
12.1	Termination of Contract for Failure to Become Effective: The time period shall be: <i>30 Days</i> .
13.1	Commencement of Services: The number of days shall be <i>Seven days</i> Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be <i>8 weeks</i> till submission of Completion Report of the assignment which will be mutually agreed.
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes
23.1	No additional provisions. <i>[OR]</i>

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	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "law of land".</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of Rs. 154.53 Lakhs.</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>"in accordance with the applicable law in India"</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>"in accordance with the applicable law in India"</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in</p>



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	whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.																	
38.1	The Contract price is: INR 17,99,000/- (Seventeen Lakh Ninety Nine Thousand Only) exclusive of GST.																	
39.1 and 39.2	Not applicable																	
41.2	<p>The payment schedule:</p> <table><tr><th rowspan="2">Benchmarks (Reports)</th><th colspan="2">Time Schedule/ Weeks</th></tr><tr><th>For each stage/ report</th><th>From date of commissioning</th></tr><tr><td>Inception report</td><td>2 weeks</td><td>2 weeks</td></tr><tr><td>Workshop with stakeholders</td><td>1 weeks</td><td>3 weeks</td></tr><tr><td>Draft Final Report</td><td>3 weeks</td><td>6 weeks</td></tr><tr><td>Final Report</td><td>2 weeks</td><td>8 weeks</td></tr></table> <ul style="list-style-type: none">• The full payment will be made after submission and acceptance of Final Report.	Benchmarks (Reports)	Time Schedule/ Weeks		For each stage/ report	From date of commissioning	Inception report	2 weeks	2 weeks	Workshop with stakeholders	1 weeks	3 weeks	Draft Final Report	3 weeks	6 weeks	Final Report	2 weeks	8 weeks
Benchmarks (Reports)	Time Schedule/ Weeks																	
	For each stage/ report	From date of commissioning																
Inception report	2 weeks	2 weeks																
Workshop with stakeholders	1 weeks	3 weeks																
Draft Final Report	3 weeks	6 weeks																
Final Report	2 weeks	8 weeks																
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none">1. In case of dispute or difference arising between the Client and Consultants relating to any matter arising out of or connected with the Contract, such dispute , the arbitrator shall be Secretary, Department of Drinking Water & Sanitation, Govt. of Uttarakhand2. Any of the dispute proceedings will be attended at the Jurisdiction of Dehradun.3. The decision of the Secretary, Department of Drinking Water & Sanitation, Govt. of Uttarakhand shall be final and binding and shall be enforceable in any court of competent jurisdiction.																	

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III. Appendices

APPENDIX A – TERMS OF REFERENCE

FOR THE MID TERM REVIEW OF THE

UTTARAKHAND WATER SUPPLY PROGRAM FOR PERI URBAN AREAS

1. Background

- 1.1 The Government of Uttarakhand (GoUK) has received funding from the World Bank to support the **Uttarakhand Water Supply Program for Peri-Urban Areas (UWSP: Program ID- P158146)**, and intends to apply part of the proceeds for consultancy services for independent verification of results under the Program. The Program is designed using the new World Bank lending instrument (Program-for-Results) in which disbursements are linked to achievement of pre-agreed results (hereinafter called disbursement-linked results or DLRs) against pre agreed Disbursement Linked Indicators (or DLIs). GoUK intends to hire a reputable company/entity/firm with expertise in performance/technical auditing for the Mid- term review of the Uttarakhand water supply program for peri urban areas
- 1.2 This document should be read in conjunction with the Program Appraisal Document (PAD) and Program Operations Manual (POM) for the Program and other documents that have been prepared and finalized by the Bank and GoUK.

2. **Objective of the Program:** The Program Development Objective (PDO) is to “increase access to improved water supply services in the peri-urban areas in Uttarakhand”.

3. Description: Uttarakhand Water Supply Program for Peri-Urban Areas

- 3.1 The proposed Program worth USD 150 million (World Bank share: USD 120 million and Govt. of Uttarakhand share: USD 30 million) will support the GoUK Water Supply Program for Peri-Urban Areas over a six year period (2018-23). This amount will not only be spent for water supply service delivery improvements but also policy formulation, enhancing planning capabilities, and M&E using the Program for Results (PforR) financing instrument, in which disbursements are linked to achievement of pre-agreed Disbursement Linked Indicators (or DLIs) under Program.
- 3.2 Twenty-two (22) peri-urban areas have been selected for the Program interventions, the list of which is provided in **Appendix-1**. The infrastructure components will be implemented by the Uttarakhand Peyjal Nigam (UJN) and Uttarakhand Jal Sansthan (UJS) and/or through private operators and other components through State Water & Sanitation Mission (SWSM)/State Program Support Unit (SPSU).



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3.3 The Program interventions would support improvements in efficiency and sustainability of water supply services through metering, volumetric tariffs, NRW reduction, and improving O&M cost recovery. Following are the key features for service delivery improvements⁷:

- A minimum 16-hour water supply meeting GoI water quality standards, supplied at a minimum pressure of 12m, for no less than 300 days in a year.
- 100 percent customer metering and volumetric tariffs.
- Sustainable water supply systems, which recover O&M costs through user charges with transparent GoUK subsidies, if any.
- NRW reduction for water distribution management along with water audits/leak detection programs to enhance efficiency and reduce operating costs (including energy use and climate change impact).
- Appropriate service delivery models, including Public Private Partnership (PPP) options, for accountable services.

4. Program Results Framework:

4.1 There are two types of result indicators in the Program: those that are linked to disbursements, referred to as 'Disbursement Linked Indicators (DLIs)', and those that are not linked to disbursements, referred to as 'other Results Indicators'. Achievement of DLIs triggers Bank disbursements to the Program. The results framework for the UWSP along with the DLIs is presented in **Appendix-2**.

4.2 There are five DLIs have been agreed by the GoUK and the Bank. Definitions of the DLIs, funding allocations and World Bank disbursements are presented in PAD.

- *DLI#1: Number of water connections providing improved water services in peri-urban Areas*
- *DLI#2: Sustainability of water supply service delivery in peri-Urban Areas*
- *DLI#3: Improved policy for water supply program in peri-urban areas*
- *DLI#4: Strengthened M&E systems for water supply program in peri-urban areas*
- *DLI#5: Number of approved master-plans for water supply in peri-urban areas*

4.3 The Project was restructured on 20th August, 2019. The rationale for restructuring includes the following:

(i) During the preparation of the Program in 2017, the cost of the schemes was estimated based on the schedule of rates of the Central Public Works Department (CPWD) issued in 2016. As CPWD revised the rates in December 2018, the UJN and UJS also adopted the new rates for estimating cost of water supply schemes for Uttarakhand. This resulted in an increase of the estimated cost by about 15% for the schemes proposed under the Program. Therefore, GoUK requested revision of the targets of number of schemes and water connections.

(ii) After restructuring the DLIs wise funding and revised physical targets are as given below:

⁷ Exceptions will be areas which are disaster affected.



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DLI# 1: Number of water connections providing improved water services in Peri-Urban Areas (USD 40.5 Mn.).

	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6
Physical Target	0	0	38909	87156	87757	87757
Financial Target (US\$ Mn)	0.0	0.0	12.65	17.86	5.08	4.91

DLI# 2: Sustainability of water supply service delivery in Peri-Urban Areas (USD 33.03 Mn.).

	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6
Targets (TSI Score)	0	0	11.10	55.50	81.40	81.40
Physical Schemes	0	0	03	12	07	
Financial Target (US\$ Mn)	0	0	1.60	7.99	11.72	11.72

DLI# 3: Improved policy for water supply program in peri-urban areas (USD 14 Mn.).

	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6
			Volumetric Tariff & W.C. policy Imp.			
Targets		Policy Adopted	-	-	-	-
Financial Target (US\$ Mn)	0.0	14.00	0.00	0.00	0.00	0.00

DLI# 4: Strengthened M&E system (USD 20 Mn.).

	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6
			M&E System Implemented in at least			
Targets	M&E Plan Prepared	M&E System Designed	10 Peri Urban Areas	20 Peri Urban Areas	30 Peri Urban Areas	Review of M&E System
Financial Target (US\$ Mn)	1.00	5.00	11.00	2.00	0.50	0.50

DLI# 5: Number of approved master plans (USD 12.17 Mn.).

	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6
Physical Target	0	02	01	0	0	0
Financial Target (US\$ Mn)	0	8.12	4.05	0	0	0

Front-End Fee

	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6
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Financial Target (US\$ Mn)	0.3	0	0	0	0	0
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5. Main Objective and major tasks of the Mid Term Review Study:-

The mid-term review will assess the implementation of the Uttarakhand Water Supply Program for Peri Urban areas during the period 08th March 2018 to 31st March, 2021. This will include implementation modalities such as coordination, partnership arrangements, institutional strengthening, environmental and social issues. It will assess whether the results of the program are on track as per the DLIs targets, capacity building and other important issues. The terms of reference for the Mid-Term Review include a review of progress in obtaining data to measure progress toward achieving the intermediate outcomes and the PDO. The main objective of the proposed study is to analyze the project implementation experience and recommend the design for the remaining period of the project.

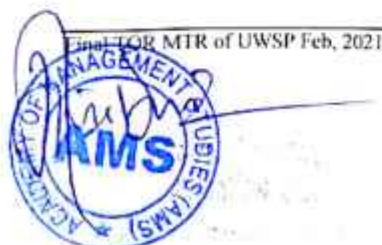
Taking into consideration the Project Appraisal Document (PAD) and the baseline situation, the proposed activity will review the project's implementation progress with respect to physical achievements, policy and institutional aspects, and provide recommendations for improvements. It will use a combination of available data with the two implementing agencies (Uttarakhand Peyjal Nigam and Uttarakhand Jal Sansthan) along household survey, for assessing the achievements so far and future direction for the project. Key stakeholders, including implementing agencies and concerned GoUK officials, communities and beneficiary households will be consulted during all stages of the analysis. This will include workshops and meetings to get feed-back from the key stakeholders. The draft reports at various stages will be presented to the GoUK and World Bank for their review.

The Mid-Term Review shall assess the following separate issues:

- The general relevance, effectiveness, efficiency and impact of UWSP including the extent to which the benefits of UWSP are likely to be sustainable in the medium and long term. In the review report, the team shall propose possible changes and revisions in the approaches, objectives, organization, management systems, activities and expected results to be implemented during the remaining time of the project and for a possible second phase.
- At least the following factors should be considered in the analysis: policy environment, financial sustainability, institutional sustainability, socio-cultural sensitivity and sustainability, participation and ownership, and gender issue.
- More specifically, the analysis should address, but not necessarily be limited to, the issues described in the following.

❖ On relevance

- Are project objectives, expected results, approach and scope still valid and relevant, or would they necessitate a revision in relation to the GoI's national policies and GoUK's development plans?
- How have the changes in the project's external and internal environment affected the relevance of the project since the approval of the Project Document and the onset of the implementation?



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- Have the work plans been adequately adapted to new situation and have decisions been taken accordingly through the proper decision making system of the project?
- How the needs and aspirations of the relevant project actors been taken into consideration in the planning and implementation of project activities?

❖ On effectiveness:

- To what extent has the project contributed to the achievement of the defined objectives? What is the progress from the beginning of UWSP towards its defined purpose and expected results? To what extent is the project likely to achieve its objectives/purpose during its life time?
- What are the factors (if any) which have facilitated or impeded the progress of the project in achieving the intended objectives, results and impacts? What are the major obstacles preventing the attainment of objectives and for what reasons, if any?
- Attitude and views of the various beneficiaries and other interest groups with regard to the progress made in the project and its up-to-date achievements?
- Any tangible results at policy or strategic or practical level towards fulfillment of project objectives?

❖ On efficiency:

- The MTR study should assess the efficiency, i.e. how cost-effectively the available financial and other means have been converted into results.
- Do the quantity and quality of the project's results justify the quantity and quality of the means, assets and resources used for their achievement?
- Have the local and external human, material and financial resources, which have been made available for the project, been appropriate in terms of quantity and quality of achievement?
- Have time and resources been allocated to the various project components and activities in a planned, balanced and justified manner?

6. Detailed Scope of Work/Specific subjects to be addressed:

The study shall be conducted in 06 peri urban areas where implementation work is in progress. The study will be conducted in 04 schemes of Uttarakhand Peyjal Nigam and 02 schemes of Uttarakhand Jal Sansthan.

The proposed activity will provide insights on the existing situation, effectiveness of project design and interventions, and future course of action. This activity will review the implementation progress of the project, specifically focusing on:

- (i) Physical Progress and Achievements. This will include an assessment of the achievements, implementation problems, areas of concern and possible solutions. The physical progress and achievements should be addressed with respect to the DLIs
- Technical Design Aspects. A sample check of about 06 selected schemes will be carried out to provide an independent assessment of the technical design aspects



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- including functionality and sustainability of schemes. The study will recommend measures that can be taken up to improve the scheme design and performance.
- (iii) Institutional Design for Service Delivery. The institutions setup will be reviewed and recommendations made for strengthening and improving these institutions.
 - (iv) Water Policy for Peri Urban Areas: The policies for capital cost contributions and O&M contributions, including their efficacy and weaknesses will be examined and recommendations made for improvements.
 - (v) Project planning, appraisal and approval processes. Existing practices will be reviewed and recommendations made on how these can be strengthened.
 - (vi) Fund Flow. The existing fund flow vs alternative arrangements will be analyzed for future directions.
 - (vii) Financial Management. Financial Management processes, including budgeting, accounting and auditing processes will be reviewed and recommendations made on how to make these more efficient.
 - (viii) Procurement: The project procurement arrangements will be reviewed to assess whether they are in line with the agreed procedures for improving transparency, competitiveness and efficiency, and recommendations made for further improvements.
 - (ix) Environmental aspects: The environmental aspects as per the Project Appraisal Document will be reviewed and recommendations made on how to improve these.
 - (x) Social Assessment: including an assessment of the stakeholders, major beneficiaries, and inclusive of stakeholders' gender related issues, to provide a better understanding of who are benefiting from improved services and whether the services are equitable.
 - (xi) Capacity Building Activities will be reviewed, including quality and effectiveness of the programs, training modules.
 - (xii) Communication strategy will be reviewed and recommendation made on how to improve IEC tools and programs.
 - (xiii) Monitoring and Evaluation: Data and M&E system will be reviewed to recommend improvements. The outputs from project interventions will be analyzed using available baseline data for all two agencies.
 - (xiv)
 - (xv) Political Economy and other constraints will be examined with recommendations for stake holder's analysis solving problems at all levels.
 - (xvi) Economic Analysis or ERR.

Overall, this study will provide a complete documentation of the implementation progress of the project, so far, and measures to be adopted to strengthen the project activities for improving effectiveness. The Consultant will analyze the general project progress, organizational, financial and institutional set up and practical project management by the stakeholders. The Consultant will address the following subjects-

- o Assess the appropriateness of the current fund flow under the program.
- o Provide with guidelines how the remaining period of the Project implementation should be redirected, if necessary, in order to meet the set objectives of the Project and / or if there is need and possibility to extend the project. As project redirection and extension would require the decision of competent authorities the recommendations and guidelines need to be justified, sound, clear and convincing.
- o Assess the GoUKs capacity to mobilize staff to project implementation.

- Assess the capacity of the GoUK to continue the implementation of the Project without external assistance.
- Assess whether the project has adequately planned and put into practice the cross cutting issues like governance, gender and social inclusion into all operational levels of the project. To put it explicitly, special attention shall be paid to gender sensitivity and inclusion of the most disadvantaged groups, community participation and good governance.
- Assess the project approach to take into consideration the challenges to the implementation caused by remoteness, accessibility and transportation in terms of personnel, investment, time and other costs.
- Assess the direction of the project approach to use of partnerships in implementation.
- Assess the impact of lock down due to Covid 19 pandemic on the entire implementation of project.

7. SCHEDULE FOR COMPLETION OF TASKS

The duration of the assignment is eight weeks, starting in February and ending in March, 2021

Feb, 2021	-	Bid Invitation announcement
Feb, 2021	-	Deadline for submission of bids and opening of bids
March, 2021	-	Notification of award decision
March, 2021	-	Signing of contract
March, 2021	-	Submission of Inception Reports
March, 2021	-	Workshop with stakeholders
April, 2021	-	Submission of draft report
April, 2021	-	Submission of final report

8. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

The SWSM, Uttarakhand through UJN/UJS would supervise the implementation and facilitate interaction and exchange of information between the Consultants and concerned GOUK department officials all relevant program documentation will also be made available to the Consultants. The UJN/UJS officials may join the Consultant team during selected field visits. The District level officials of UJN/UJS shall facilitate and monitor all process during the field visit, wherever necessary.

9. FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED OF THE CONSULTANT

The Inception Report at the start of the consultancy should include details on the processes and procedures to be adopted for the preparation of the MTR assessment, including technical and social audits to be carried out. Prior to the fieldwork, documentation review is to be undertaken by the Consultant in order to understand the essential ingredients of the project. The field work will be based on substantive in-depth interviews in project area in districts. In-depth discussions,



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observation and use of participatory methods should be utilized in the work in the project areas. The study would use both quantitative and qualitative methods.

Benchmarks (Reports)	Time Schedule/ Weeks	
	For each stage/ report	From date of commissioning
Inception report	2 weeks	2 weeks
Workshop with stakeholders	1 weeks	3 weeks
Draft Final Report	3 weeks	6 weeks
Final Report	2 weeks	8 weeks

10. Review Committee to monitor Consultant's work

The review committee consisting of following officers will review all reports and suggest any modifications/changes considered necessary within 15 days of the receipt.

- Program Director, UWSP
- Chief General Manager, UJS
- Managing Director, UJN
- Chief Engineer, SWSM
- Finance Controller, SWSM

11. PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINAL REPORTS

The Inception Report at the start of the consultancy should include details on the processes and procedures to be adopted for the preparation of the MTR assessment, including technical and social audits to be carried out. Prior to the fieldwork, documentation review is to be undertaken by the Consultant in order to understand the essential ingredients of the project.

At the end of the field work a wrap-up workshop with major stakeholders will be organized in Dehradun. A wrap-up meeting in Dehradun will be undertaken by the Team Leader after delivery of the Draft Report. The study will be carried out in close cooperation with the State Government, SWSM and UJN, UJS authorities at the State, district and local levels.

The draft report will be submitted to the SWSM, UJS & UJN for correction and comments. These organizations will give their comments and corrections within 2 weeks after receiving the draft report. Finalization of the draft MTR report should be completed within one week after receiving the comments.

The final report shall be submitted to the SWSM in twenty printed originals and one CD using latest MS-Office programs. The costs of the printing shall be paid by the consultant.

After receiving the report the SWSM will send the report to Deptt. of Drinking Water, GoUK for onward transmission to the Ministry of Jal Shakti, Deptt. of Water Supply and sanitation, Govt. of India, Ministry of Finance, Deptt. of Economic Affairs, Govt. of India, and the World Bank. They shall distribute the report to all relevant project stakeholders.



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The Consultant is expected and entitled to discuss with relevant project stakeholders, GoUK's authorities, and individuals relevant to the assignment. The Consultant is not, however, authorised to make any commitments on behalf of Governments of India, Uttarakhand and World Bank or represent him or herself as representative of the Governments of India, Uttarakhand and World Bank.

12. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED.

The evaluation team shall consist of six evaluation experts with relevant experience and background for this evaluation. Members of the evaluation team should have substantial knowledge of India, especially Uttarakhand, and its water supply and sanitation sector and ample experience of working in India. Members of the evaluation team should further more have expertise in the fields of development evaluation, education, financial tracking and public administration. The composition of the evaluation team should as far as possible reflect a balance between international and national consultants and should as far as possible be gender balanced. The Team Leader should document to proven record of successful team leading of similar evaluations.

No	Key Position	I. Area of Specific Expertise desired	Minimum Qualification and Professional Experience Desired
1	Team Leader (Institutional Expert)	Experience of institutional studies and institutional planning in water and sanitation sector	MBA/Master in Public Administration (or equivalent) with 20 years experience
2	Water Supply and Sanitation Specialist	Rural Water Supply and Sanitation Sector	Post Graduate in Civil Engineering with specialization in Public Health Engineering with 20 years experience
3	Social Scientist	Community development specialization	Post Graduate in Sociology/ Social Work/Human Resource Development with 15 years experience
4	Economist	Corporate finance/corporate planning/ financial restructuring	MA (Economics or Commerce)/CA with 10 years experience
5.	Environmental Expert	Environmental issues expert	Post Graduate degree in forestry / Environmental Engineering/ Environmental Science with 20 years experience
6.	Financial Analyst	Specialization in finance	Chartered Accountant or MBA with 10 years experience.

The Consultant will include following working days:

Team		Invoicing days				
		Total	Desk Work	Field Work	Reporting	Updation
1	Team Leader	30	5	18	5	2
2	Second Expert	23	2	18	3	0
3	Third Expert	23	2	18	3	0
4	Fourth Expert	23	2	18	3	0
5	Fifth Expert	20	2	16	2	0
6	Sixth Expert	20	2	16	2	0
Total		139	15	104	18	2

The Consultant will be assisted by requisite field and support staff for carrying out the assignment.

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Appendix-I

Detailed Description about UWSP

- 1.1 The UWSP Program worth USD 150 million (World Bank share: USD 120 million and Govt. of Uttarakhand share: USD 30 million) is supporting the GoUK Water Supply Program for Peri-Urban Areas over a six year period (2018-23). The financing amount will not only be utilized for water supply service delivery improvements but also for policy formulation, enhancing planning capabilities, and M&E using the Program for Results (PforR) financing instrument, in which disbursements are linked with the achievement of pre-agreed Disbursement Linked Indicators (or DLIs) under Program.
- 1.2 Twenty two (22) Peri-Urban Areas have been selected for the Program interventions. The list of 22 Peri-Urban areas is part of this **Appendix**. The infrastructure components are being implemented by the Uttarakhand Peyjal Nigam (UJN) and Uttarakhand Jal Sansthan (UJS) and/or through private operators and other components through State Water & Sanitation Mission (SWSM)/State Program Support Unit (SPSU).
- 1.3 The Program interventions would support improvements in efficiency and sustainability of water supply services through metering, volumetric tariffs, NRW reduction, and improving O&M cost recovery. Following are the key features for service delivery improvements:
- ✓ A minimum 16-hour water supply meeting GoI water quality standards, supplied at a minimum pressure of 12m, for no less than 300 days in a year.
 - ✓ 100 percent customer metering and volumetric tariffs.
 - ✓ Sustainable water supply systems, which recover O&M costs through user charges with transparent GoUK subsidies, if any.
 - ✓ NRW reduction for water distribution management along with water audits/leak detection programs to enhance efficiency and reduce operating costs (including energy use and climate change impact).
 - ✓ Appropriate service delivery models, including Public Private Partnership (PPP) options, for accountable services.

2. Key Project Data

- Approval Date: - 04 January 2018
- Effectiveness Date: - 08 March 2018
- Original Closing Date: -31 December 2023
- Age (yrs) : - 36 months
- Development Objective rating: - Satisfactory
- Implementation Progress rating: - Moderately Satisfactory
- Project cost (US\$ million) : 150
- IBRD / IDA / Grant Amt (US\$ million) : 120

3. Program Results Framework:

Appendix I Detailed Description about UWSP

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- There are two types of result indicators in the Program: those that are linked to disbursements, referred to as 'Disbursement Linked Indicators (DLIs)', and those that are not linked to disbursements, referred to as 'other Results Indicators'. Achievement of DLIs triggers Bank disbursements to the Program. The results framework for the UWSP along with the DLIs is presented in **Appendix-2**.
- There are five DLIs have been agreed by the GoUK and the Bank. Definitions of the DLIs, funding allocations and World Bank disbursements are presented in PAD.
 - ✓ **DLI#1: Number of water connections providing improved water services in Peri-Urban Areas (USD 40.5 Mn.). Connections : 87757**
 - ✓ **DLI#2: Sustainability of water supply service delivery in Peri-Urban Areas (USD 33.03 Mn.). Target TSI Score: 81.40**
 - ✓ **DLI#3: Improved policy for water supply program in peri-urban areas (USD 14 Mn.).**
 - ✓ **DLI#4: Strengthened M&E system (USD 20 Mn.). M&E System Implemented in 30 Peri-Urban Areas :**
 - ✓ **DLI#5: Number of approved master plans (USD 12.17 Mn.). Master Plan for 3 Corridors.**

4. Restructuring of the Project

The UWSP Program was restructured on 20th August, 2019. The rationale for restructuring includes the following:

- (iii) During the preparation of the Program in 2017, the cost of the schemes was estimated based on the schedule of rates of the Central Public Works Department (CPWD) issued in 2016. As CPWD revised the rates in December 2018, the UJN and UJS also adopted the new rates for estimating cost of water supply schemes for Uttarakhand. This resulted in an increase of the estimated cost by about 15% for the schemes proposed under the Program. Therefore, GoUK requested revision of the targets of number of schemes and water connections.

- (iv) After restructuring the DLIs wise funding and revised physical targets are as given below:

DLI# 1: Number of water connections providing improved water services in Peri-Urban Areas (USD 40.5 Mn.).

	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6
Physical Target	0	0	38909	87156	87757	87757
Financial Target (US\$ Mn)	0.0	0.0	12.65	17.86	5.08	4.91

DLI# 2: Sustainability of water supply service delivery in Peri-Urban Areas (USD 33.03 Mn.).

	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6
Targets (TSI Score)	0	0	11.10	55.50	81.40	81.40
Physical Schemes	0	0	03	12	07	
Financial Target (US\$ Mn)	0	0	1.60	7.99	11.72	11.72



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DLI# 3: Improved policy for water supply program in peri-urban areas (USD 14 Mn.).

	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6
			Volumetric Tariff & W.C. policy Imp.			
Targets		Policy Adopted	-	-	-	-
Financial Target (US\$ Mn)	0.0	14.00	0.00	0.00	0.00	0.00

DLI# 4: Strengthened M&E system (USD 20 Mn.).

	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6
			M&E System Implemented in at least			
Targets	M&E Plan Prepared	M&E System Designed	10 Peri Urban Areas	20 Peri Urban Areas	30 Peri Urban Areas	Review of M&E System
Financial Target (US\$ Mn)	1.00	5.00	11.00	2.00	0.50	0.50

DLI# 5: Number of approved master plans (USD 12.17 Mn.).

	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6
Physical Target	0	02	01	0	0	0
Financial Target (US\$ Mn)	0	8.12	4.05	0	0	0

Front-End Fee

	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6
Financial Target (US\$ Mn)	0.3	0	0	0	0	0

5. Details about Peri-Urban Areas, implementing Agency proposed water connections and completion date.

Sl No.	Name of Scheme	Mode of Contract	DPR Cost (USD million)	DPR Stage	Proposed Connections	Contract Award /Proposed date	Revised Construction Completion date
1	Pratit Nagar (UJS)	PBC	3.46	WIP	4113		
2	Nathuwala (UJS)	PBC	3.95	WIP	5000	28-06-2019	31-07-2021
3	Khadak Mafi (UJS)	PBC	2.06	WIP	1862	03-07-2019	31-07-2021
4	Kusumkheda (UJN)	PBC	3.18	WIP	2348	28-06-2019	30-04-2021
5	Mehar Damafi (UJN)	DBO	25.23	WIP	20841	17-06-2019	31-03-2021
						25-07-2019	31-05-2022



Detailed description about UWSP

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Lump-Sum

6	Dhalwala (UJN)	DBO	4.75	WIP	3602	24-12-2019	31-12-2021
7	Saidpura (UJN)	DBO	1.58	WIP	1025	20-04-2019	31-12-2021
8	Mohanpur Mohammadpur (UJN)	DBO	4.73	WIP	3301	20-12-2019	31-12-2021
9	Nagla Imarti (UJN)	DBO	2.14	WIP	1164	04-12-2019	31-12-2021
10	Bhangedi Mehbatpur (UJN)	DBO	2.91	WIP	1937	04-12-2019	31-12-2021
11	Haldwani Talli (UJN)	DBO	2.88	WIP	2041	18-02-2020	31-05-2022
12	Bandiya (UJN)	DBO	2.50	WIP	1895	04-11-2019	30-11-2021
	SUB Total				49129		
13	Nathanpur (UJS)	DBO	8.42	PIP	4783	28-02-2021	30-06-2022
14	Rishikesh Dehat (UJS)	DBO	10.35	PIP	6955	28-02-2021	30-06-2022
15	Jeewangarh (UJS)	DBO	7.53	PIP	4750	28-02-2021	30-06-2022
16	Gumaniwala (UJS)	DBO	2.54	PIP	1360	28-02-2021	31-12-2021
17	Gaujajali Uttar (UJN)	DBO	3.88	PIP	2423	31-03-2021	31-12-2022
18	Jagjeetpur (UJN)	DBO	9.49	PIP	5802	31-03-2021	31-12-2022
19	Dhandera (UJN)	DBO	7.80	PIP	6404	31-03-2021	31-12-2022
20	Maholia (UJN)	DBO	6.6	PIP	3268	31-03-2021	31-12-2022
21	Umar Khurd (UJN)	DBO	4.39	PIP	4656	31-03-2021	31-12-2022
22	Bahadrapad (UJN)	DBO	6.29	PIP	2975	31-03-2021	31-12-2022
	Sub Total				43376		
	Total		126.66		92505		

Legends *****



UJS	=	Uttarakhand Jal Sansthan
UJN	=	Uttarakhand Jal Nigam
PBCC	=	Performance Based Construction Contracts
DBO	=	Design, Build & Operate
WIP	=	Work in Progress
PIP	=	Procurement in Progress

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Detailed Description about UWSP

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Appendix 2:-Disbursement linked Indicator Matrix

DLI	Total Financing allocated to DLI (USD M)	As % of Total Financing Amount	Indicative timeline for DLI achievement						
			DLI Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
DLI#1: Number of Water Connections Providing Improved Water Supply Services in peri-urban areas (cumulative)	48	40%	Ya ^a 0 Yb ^a 0	0	10,324 0	51,622 10,324	92,920 61,946	103,244 154,866	103,244 258,110
Allocated amount for DLI#1 (USD million)				0.00	3.36,	14.02	16.32	8.54	5.76
Revised Ya			0	0	0	38,909	87,156	87,757	87,757
Revised Yb	USD 40.50 million	33.75%	0	0	0	0	38,909	126,065	213,822
Revised Allocated for DLI#1 (USD million)			0	0	0	12.65	17.86	5.08	4.91
DLI#2: Sustainability of water supply service delivery in peri-urban areas	39	33%	0	7.40	25.90	55.50	96.20	96.20	96.20
Allocated amount for DLI#2 (USD million)				0.76	2.68	5.74	9.94	9.94	9.94
Revised TSI Score				0	0	11.10	55.50	81.40	81.40
Revised Allocation (@ USD 1.44 lakh)	USD 33.03 million	27.53%		0	0	1.60	7.99	11.72	11.72
DLI#3: Improved policy for water supply program in peri-urban areas	10	8%	No specific WSS policy for peri-urban areas	Policy adopted by GoUK	Water connections policy implemented in at least 5 targeted peri-urban areas	Volumetric tariffs and water connections policies implemented in at least 5 targeted peri-urban areas	Volumetric tariffs and water connections policies implemented in at least 10 targeted peri-urban areas	Volumetric tariffs and water connections policies implemented in at least 15 targeted peri-urban areas	Volumetric tariffs and water connections policies implemented in all targeted peri-urban areas



Incidence of new connections providing improved water services
Incidence of connections continuing to provide improved water services.
APPENDIX 2 Disbursement linked Indicator Matrix

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III. Special Conditions of Contract

Lump-Sum

DLI	Total Financing allocated to DLI (USD M)	As % of Total Financing Amount	Indicative timeline for DLI achievement						
			DLI Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
								areas	
Allocated amount for DLI#3 (USD million)				2.00	3.00	2.00	1.00	1.00	1.00
Revised					Policy adopted state-wide by GoUK-				
Revised Allocation	USD 14 million	11.66%		0	14.00	0.00	0.00	0.00	0.00
DLI#4: Strengthened M&E systems for water supply program in peri-urban areas	13	11%	Existing M&E systems limited in scope and do not cover peri-urban areas	Define M&E needs and prepare implementation plan	Design of the M&E system	M&E system implemented in at least 10 peri-urban areas	M&E system implemented in at least 20 peri-urban areas	M&E system implemented in at least 30 peri-urban areas	Review implementation of the M&E systems and identify required changes and future needs
Allocated amount for DLI#4 (USD million)				1.00	5.00	4.00	1.00	1.00	1.00
Revised				Define M&E needs and prepare implementation plan	Design of the M&E system	M&E system implemented in at least 10 peri-urban areas	M&E system implemented in at least 20 peri-urban areas	M&E system implemented in at least 30 peri-urban areas	Review implementation of the M&E systems and identify required changes and future needs
Revised Allocation	USD 20 million	16.67%		1.00	5.00	11.00	2.00	0.50	0.50
DLI#5: Number of Approved Master-plans for Water	9.7	8%	0	0	1	2	3	3	3



Disbursement linked Indicator Matrix

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III. Special Conditions of Contract

Lump-Sum

DLI	Total Financing allocated to DLI (USD M)	As % of Total Financing Amount	Indicative timeline for DLI achievement						
			DLI Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Supply in peri-urban areas									
Allocated amount for DLI#5 (USD million)				0.00	3.23	3.23	3.24	0.00	0.00
Revised				0	2	3	3	3	3
Revised Allocation	USD 12.17 million	10.14%		0	8.12	4.05	-	-	-
Front-end Fee	0.3	0.25%	-	0.3	-	-	-	-	-
TOTAL Financing Allocated (USD million)	120	100%		4.06	17.27	28.98	31.50	20.49	17.70
Revised Allocation	120	100%		1.30	27.12	29.29	27.85	17.30	17.14

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¹Incidences of new connections providing improved water services

²Incidences of connections continuing to provide improved water services.



Disbursement linked Indicator Matrix

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Appendix 3: Program Action Plan

1). The Program Action Plan is given below to address the key environmental, social and fiduciary

Risks based on identified program risks and gaps.

Action Description	Due Date	Implementation Period	Responsible Party	Completion Measurement
I. Safeguards				
(a) Develop and implement environment and social risk screening mechanisms for assessing impact of program investments	Within three months of Program effectiveness	Implement entire program period	SWSM/SPSU	<ul style="list-style-type: none"> Environment and social screening system developed and operationalised
II. Fiduciary				
(a) Develop and institute robust grievance redressal mechanism	Within one year of Program effectiveness	Implement entire program period	SWSM/SPSU	<ul style="list-style-type: none"> GRM established
b) Develop and implement vigilance system at all levels of Implementing	Within one year of Program effectiveness	Implement entire program period	SWSM/SPSU	<ul style="list-style-type: none"> Vigilance system established
(c) Develop and implement Integrated Program MIS (procurement, finance and contract management system)	Within one year of Program effectiveness	Implement entire program period	SWSM/SPSU	<ul style="list-style-type: none"> Integrated Program MIS established
(d) Implement computerized accounting systems and accounting reforms in UJN and UJS in all divisions	Within one year of Program effectiveness	Implement entire program period	UJN, UJS and SWSM/SPSU	<ul style="list-style-type: none"> Manuals adopted by UJN and UJS in year 1 Computerised accounting system established in year 2 All entity accounts generated from computerized accounting system in year 3 Accounts submitted on a timely basis and audit



				completed within six months from end of the financial year, from year 4
(e) Develop and operationalise MTEF for the sector	Within one year of Program effectiveness	Implement entire program period	SWSM/SPSU	<ul style="list-style-type: none"> • MTEF developed in year 1 • MTEF used for budget preparation from year 2
III. Timely Reporting				
Timely Reporting on progress and achievements of DLIs	By end October each year	Implement entire program period	SWSM/SPSU	<ul style="list-style-type: none"> • Annual Reports on progress and achievement of the DLIs



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APPENDIX B - KEY EXPERTS

S. No.	Names	Position
1	A.K. Dwivedi	Team Leader (Institutional Expert)
2	Satish Chandra Gupta	Water Supply and Sanitation Specialist
3	Devraj Bhatt	Social Scientist
4	Dr. Swati Raman	Economist
5	Dr. Ravindra Kumar Pacholi	Environmental Expert
6	Balkeshwar Maurya	Financial Analyst



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APPENDIX C – BREAKDOWN OF CONTRACT PRICE

S.No.	Name of Assignment	Total Cost (Excluding GST)
1	Mid Term Review for Uttarakhand Water supply Program for Peri Urban areas	17,99,000
Amount in Words: Seventeen Lakh Ninety Nine Thousand Only		

"The agreed remuneration rates shall be stated in the attached Model Form 2 of BOQ.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.



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जल जीवन मिशन / राज्य जल एवं स्वच्छता मिशन

Negotiation Minutes of the Contract signing meeting with M/s Academy of Management Studies (AMS) for the assignment "Mid Term Review under Uttarakhand Water Supply Program for Peri-urban Areas"

Date: 01st October, 2021

Venue: Office of SPSU, SWSM, 75/38, Inder Road, Dalanwala, Dehradun

Presence :-

- | | |
|----------------------|--|
| 1. Mr. B.K. Panday | Chief Engineer, SWSM |
| 2. Mr. M. Mustafa | Superintending Engineer, SPSU |
| 3. Mr. Vinod Khali | Manager (Accounts), SPSU |
| 4. Mr. Saurabh Kumar | Procurement Specialist, SWSM |
| 5. Mr. Anil Singh | Sr. Field Officer, Authorized representative of Firm |

The meeting held on 01st October, 2021 with Mr. Anil Singh, Sr. Field Officer, Academy of Management Studies (AMS). The representative of the firm has produced the authorization letter for signing the contract on behalf of M/s Academy of Management Studies (AMS).

During the meeting discussion was made on following points:

(I) Performance Security:

M/s Academy of Management Studies (AMS) has furnished the Performance Security of Rs. 53,970.00 (Fifty Three Thousand Nine Hundred Seventy only) in the form of FDR of Indian Bank from a Nationalized/Scheduled Bank of India in favor of Uttarakhand Water Supply Program, SWSM, Dehradun with FDR No. 0480421 with validity till 30th September, 2022 which is valid for a period of 12 months from date of signing of the Contract.

(II) Availability of Key Staff Proposed by the Consultants:

The consultant has assured that key staff proposed for the assignment will be actually available for the assignment. The consultant has submitted the written confirmation from the individual key staff.

(III) Discussion on Technical Proposal:

(a) Proposed Technical Approach and Methodology: The technical approach & methodology to complete the assignment would be as per the proposal given in ToR except for the period 08th March, 2018 to 31st March, 2021 which should be read as "08th March, 2018 to 30th September, 2021".

(b) Work Plan: The consultant has agreed to provide the consultants over the period of 08 weeks starting from 05th October, 2021 to 30th November, 2021.

(c) Suggestion to improve the ToR: The consultant has agreed with the contents of the Terms of Reference attached with agreement is mutually agreed.

(d) Organization & Staffing, Staffing Schedule & Work Schedule: The consultant has agreed to provide the services of Consultants as per requirement of the ToR.

(IV) Reporting Requirements, Deliverables and Timelines: The Consultant will report to Program Director and submit the following reports within the timelines stipulated below:

Benchmarks (Reports)	Time Schedule/ Weeks	
	For each stage/ report	From date of commissioning
Inception report	2 weeks	2 weeks
Workshop with stakeholders	1 weeks	3 weeks

Anil Singh

Draft Final Report	3 weeks	6 weeks
Final Report	2 weeks	8 weeks

- The full payment will be made after submission and acceptance of Final Report.
- The Consultant was apprised that the World Bank is very keen to get the Draft Final Report by 20th October, 2021. The Firm representative expressed that it will be very difficult to the revised schedule for submission of the Draft Final Report by 20th October, 2021. However, the representative of the firm has assured that it will mobilize all its resources and deliver the contents as per the ToR as early as possible.

(V) Input & Facilities required from the SWSM/ SPSU Cell: Necessary support as mentioned in ToR will be provided to the consultants such as Project Appraisal Document (PAD), First restructuring paper (August, 2019), Aide Memoires of World Bank, Physical & Financial Progress up to 30th September, 2021 in soft copy and any other relevant document if needed, will also be made available to the firm.

(VI) Financial Proposal: The Consultant M/s Academy of Management Studies being Lowest 1 (L1) has quoted his financial proposal for this assignment at a contract price of Rs. 17,99,000/- plus GST as applicable

(VII) Agreement on Draft Contract:

The draft contract has been prepared and agreed by both the parties. The assignment period will start from 05th October, 2021.

The above minutes, technical and financial proposal will be construed an integral part of Contract. It was agreed that the above agreement would be effective on confirmation of competent authority.




Sr. Field Officer,
Authorized Signatory of M/s Academy of
Management Studies.


(Saurabh Kumar)
Procurement Specialist

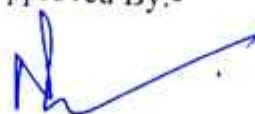

(Vinod Khali)
Manager (Accounts)


(M. Mustafa)
Superintending Engineer


(Manmohan Mainali)
Finance Controller


(B.K. Panday)
Chief Engineer

Approved By:-


Nitin Singh Bhadauria,
Program Director, SPSU