

# **CONTRACT**

**Transaction Advisory Services for  
Uttarakhand Water Supply Program for Peri-  
urban Areas**

NOT

USED

## **CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

**Project Name Uttarakhand Water Supply Program for Peri-urban Areas**

***[Loan No. 8805 IN]***

**Contract No. 05/2018-19**

**between**

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

**and**

**M/s Infrastructure Development Corporation (Karnataka) Limited (IDECK)**

**Dated: 31<sup>st</sup> October, 2018**

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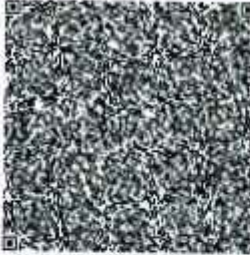


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# INDIA NON JUDICIAL Government of Uttarakhand

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Certificate No.	: IN-UK89362351765132Q
Certificate Issued Date	: 27-Oct-2018 12:56 PM
Account Reference	: NONACC (SV)/ uk1289204/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK128920480221515956685Q
Purchased by	: IDECK
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SWSM
Second Party	: IDECK
Stamp Duty Paid By	: IDECK
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



**ANJANA DEVI**  
Licence No.-215  
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Court Compound, Dehradun.

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This CONTRACT (hereinafter called the "Contract") is made the **31<sup>st</sup>** day of the month of **October, 2018**, 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 Infrastructure Development Corporation (Karnataka) Limited (IDECK)** (hereinafter called the "Consultant").

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at [www.shcilestamp.com](http://www.shcilestamp.com). Any discrepancy in the details on this Certificate and as available on the website send an e-mail to [shcilestamp@gmail.com](mailto:shcilestamp@gmail.com).
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.







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: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee- Not Applicable

Appendix E: Minutes of Pre bid meeting

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; Appendix C; Appendix D and Appendix E. 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

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- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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*

  
Uday Raj Singh, Program Director/Joint Chief Executive Officer, SWSM

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

*M/s Infrastructure Development Corporation (Karnataka) Limited (IDECK)*

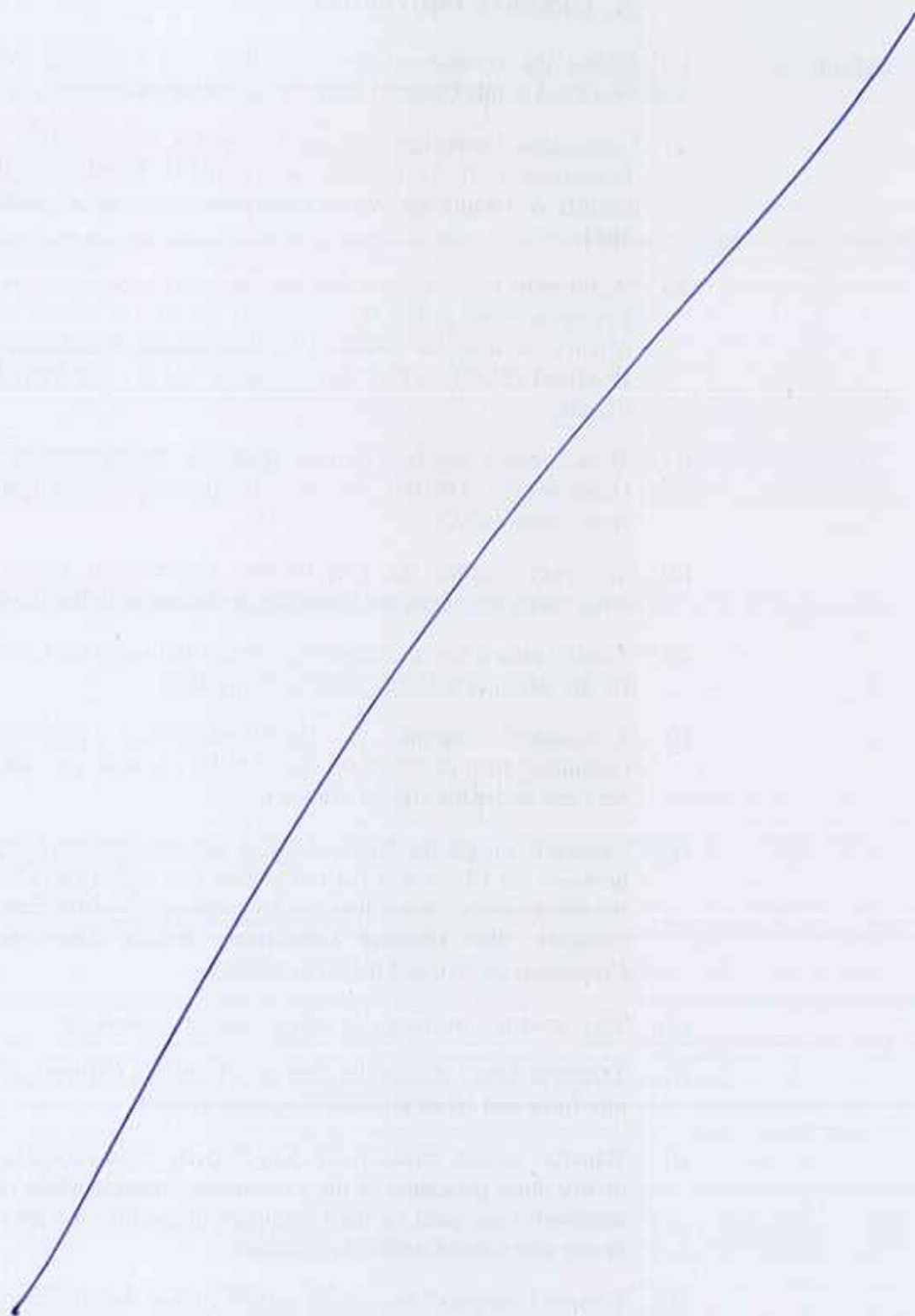


Mr. Debashis Ghosh, Executive Vice President



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## 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



- 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



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.
- 12. Termination of Contract for Failure to Become Effective** 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 twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the 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.

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.



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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.

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. Suspension

18.1. 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 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



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this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by 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 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**

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

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**Commissions,  
Discounts, etc.**

Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any 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. Liability of the Consultant**

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



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documents, data and/or software but shall not use the same for purposes 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



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person of equivalent or better qualifications and experience, and at the 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 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**.



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**36. Counterpart Personnel**

36.1 The Client shall make available to the Consultant free of charge 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 installments 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. Interest on Delayed Payments

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



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 party<sup>1</sup>;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>2</sup>;
- (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 party<sup>3</sup>;

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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 party<sup>4</sup>;

(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 procedures<sup>5</sup>, 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.

<sup>4</sup> For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

<sup>5</sup> 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.

stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>6</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

  
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<sup>6</sup> 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 &amp; Sanitation Mission, Uttarakhand, 1<sup>st</sup> Floor, The Institution of Engineers (India) Building, Opposite ISBT, Saharanpur Road, Majra, Dehradun</p> <p>Attention : Mr. Uday Raj Singh, Program Director</p> <p>Facsimile : 0135-2643381</p> <p>E-mail : swsm.uttarakhand@gmail.com</p> <p>Consultant : M/s Infrastructure Development Corporation (Karnataka) Ltd., # 9/7, K.C.N. Bhavan, Yamuna Bai Road, Madhavnagar Extension, Off Race Course Road, Bengaluru- 560001, Karnataka</p> <p>Attention : Mr. Debashis Ghosh, Executive Vice President</p> <p>Facsimile : +91-80-43448001</p> <p>E-mail : ideckinfo@idfc.com</p>
8.1	NA

  
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9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> Mr. Uday Raj Singh, Program Director, SPSU</p> <p><b>For the Consultant:</b> Mr. Debashis Ghosh, Executive Vice President, M/s IDECK</p>
11.1	NA
12.1	NA
13.1	<p><b>Commencement of Services:</b></p> <p>The number of days shall be Twenty days</p> <p>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.</p>
14.1	<p><b>Expiration of Contract:</b></p> <p>The time period shall be Thirty Two weeks till successful bidding of all packages comprising 13 Peri Urban Areas and one professional for contract interpretation issues for Thirty Six Months and the deployment schedule of the professional will be mutually agreed.</p>
21 b.	<p>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</p> <p>Yes</p>



23.1	<p><b>No additional provisions.</b></p> <p><i>[OR]</i></p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p><b>"Limitation of the Consultant's Liability towards the Client:</b></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. 1.42 Crore</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 "in accordance with the applicable law in India";</p> <p>(c) Third Party liability insurance, with a minimum coverage of "in accordance with the applicable law in India";</p>



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	<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 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.</p>																								
38.1	<b>The Contract price is: INR 1,67,74,880/- (One Crore Sixty Seven Lakh Seventy Four Thousand Eight Hundred Eighty Only ) inclusive of GST.</b>																								
41.2	<p><b>The payment schedule:</b></p> <table><tr><th>Payment No.</th><th>Outputs/deliverables</th><th>Timeline from the date of effectiveness</th><th>%</th><th>Amount in Rs.</th></tr><tr><td>#1</td><td>On submission and acceptance of Inception Report</td><td>3 Weeks</td><td>10%</td><td>16,77,488/- Inclusive of GST</td></tr><tr><td rowspan="2">#2</td><td>(a) On submission and acceptance of Clustering, Review and Updated DPR of seven peri urban areas</td><td>13 Weeks</td><td>10%</td><td>16,77,488/- Inclusive of GST</td></tr><tr><td>(b) On submission and acceptance of Clustering, Review and Updated DPR of other six peri urban areas including detailed scope of work for Independent Engineer (IE)/ Financial Expert (FE)</td><td>16 weeks</td><td>10%</td><td>16,77,488/- Inclusive of GST</td></tr><tr><td>#3</td><td>(a) On submission and acceptance of Draft</td><td>19 weeks</td><td>10%</td><td>16,77,488/- Inclusive of GST</td></tr></table>	Payment No.	Outputs/deliverables	Timeline from the date of effectiveness	%	Amount in Rs.	#1	On submission and acceptance of Inception Report	3 Weeks	10%	16,77,488/- Inclusive of GST	#2	(a) On submission and acceptance of Clustering, Review and Updated DPR of seven peri urban areas	13 Weeks	10%	16,77,488/- Inclusive of GST	(b) On submission and acceptance of Clustering, Review and Updated DPR of other six peri urban areas including detailed scope of work for Independent Engineer (IE)/ Financial Expert (FE)	16 weeks	10%	16,77,488/- Inclusive of GST	#3	(a) On submission and acceptance of Draft	19 weeks	10%	16,77,488/- Inclusive of GST
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	RFP Document of seven peri urban areas.			
	(b) On submission and acceptance of Draft RFP Document of six peri urban areas.	22 weeks	10%	16,77,488/- Inclusive of GST
#4	On submission and acceptance of Final RFP Document of all packages (13 peri urban areas)	24 weeks	10%	16,77,488/- Inclusive of GST
#5	Successful bidding of all packages comprising 13 peri urban areas.	32 weeks	10%	16,77,488/- Inclusive of GST
#6	Three year full time professional for contract interpretation issues	36 months	30%	50,32,464/- Inclusive of GST
Total				1,67,74,880
<p>The division of 13 watersupply schemes into clusters is tentative. However consultant may suggest re clustering/ new clustering based upon economic viability &amp; feasibility of water supply schemes, if required. Percentage breakup needs to be given for the schemes which means payment will release based upon activity completed for numbers of water supply schemes on pro rata basis.</p> <p>* The above payments are inclusive of GST at the present rate @18 %, if the GST rates change it will be paid accordingly.</p>				
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li>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</li> <li>2.</li> <li>3. &amp; Sanitation, Govt. of Uttarakhand</li> <li>4. Any of the dispute proceedings will be attended at the Jurisdiction of Dehradun.</li> <li>5. The decision of the Secretary, Department of Drinking Water &amp; Sanitation, Govt. of Uttarakhand shall be final and binding and shall be enforceable in any court of competent jurisdiction.</li> </ol>			

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### III. Appendices

#### APPENDIX A – TERMS OF REFERENCE

##### 1 Background

- 1.1 The Uttarakhand state has a population of 10.01 million as per the 2011 census, of which 7.30 million (70 percent) live in the rural areas, spread over the 7,657 village-level local governments called the Gram Panchayats (GPs), in 16,793 villages and 39,309 habitations. The terrain and topography of the state is largely hilly with large areas under snow cover and steep slopes. Uttarakhand is geopolitically also very sensitive state due to its international boundaries in North (Nepal & Tibet).
- 1.2 Massive Investments have been made in the rural water supply and sanitation sector during last two decades. However, providing adequate and potable drinking water on a sustainable basis to all persons living in the rural areas is a major challenge being faced by water supply managers and policy planners of our country. The Government of Uttarakhand had been equally concerned to ensure sustainable development in the delivery of Peri Urban Water Supply & Sanitation Service
- 1.3 The World Bank in-principle has agreed to finance the project for improving the delivery of Water Supply & Sanitation Service especially in peri urban areas following a Program for Results (PforR) approach.
- 1.4 Presently, the rural population is migrating from the rural areas to the developed urban centers and most of these settle in the outer periphery of the urban centers due to limited financial resources, these suburbs are called as peri-urban areas. The boundaries of peri-urban areas are porous and transitory as urban development extends into rural and industrial land. Irrespective of how the boundaries move there will always be peri-urban zones." It is most likely that habitations and villages are located near municipal areas may attain the status of urban centre in 5-20 years' time period.
- 1.5 Most of the Development activities in Peri-Urban areas are performed by Development Authorities. But for purpose of water supply and sewerage services, there are two departments- Uttarakhand Peyjal Nigam (UJN) and Uttarakhand Jal Sansthan (UJS) that deal these areas. The rate of water supply is same as in rural areas and sanitation and sewerage facilities are not available in these peri-urban areas. It is proposed to take up following activities in the proposed project.
- 1.6 To resolve the challenges in the water and sanitation in peri urban areas following is needed:
  - To increase per capita supply for peri urban areas from 100 to 135 lpcd.
  - Adopt non-conventional energy sources such as solar power for pumping and supply of water.
  - Adopt innovative financing through Public Private Partnership (PPP) for O&M of water supply schemes as the water supply schemes on stand-alone basis are not self-sustainable with present rate of water supply charges. Alternatively, water supply schemes can be developed with annuity model for private partner.
- 1.7 The objective of the proposed project is to increase access to improved water supply services in peri-urban areas in Uttarakhand

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1.8 The project is expected to be implemented by the Department of Drinking Water & Sanitation (DDWS) and its line agencies UJN and UJS following the State government procurement procedures.

## 2 Objective of the Study:

The transaction advisor (TA) should develop the Design Build Operate (DBO) documents, inter alia, with the Program for Results requirements and should advise on

- To prepare Design Build Operate (DBO) performance based contract to engage private Contractor for identified indicative peri-urban areas having 13 water supply schemes namely Package-I Raipur, Nathuwala, Natthanpur Package-II Rishikesh Dehat, Pratit nagar and Gumaniwala, Package-III Haldwani Talli, Gaujali Uttar, Package-IV Kusumkhera, Mukhani, Bothoriya No-1, Package-V Fatehpur range, Bamori Talli Bandobasti (The scheme wise detail of household, population and connections is attached as Annexure 1). This will include structuring of the performance based and incentive arrangement(s); drafting the performance based agreement and associated tender documents in line with Standard Bidding Documents (SBD), approved Performance Agreement, Water Policy and Tariff Policy of State Govt; providing the necessary support in the selection of operators; support leading up to contract signing;
- Apart from this the objective also includes one full time professional for contract interpretation issues for a period of three years from the date of effectiveness of the contract. The date of effectiveness will be determined from the date of submission of first DPR to the Transaction Advisor. However, the deployment schedule of the professional will be mutually agreed.
- Developing a financial sustainability plan for the next ten years based on detailed financial forecasts.
- If the DBO model is satisfactorily bid- out in above 5 packages, then the Transaction Advisory (TA) services may be extended on proportional basis for additional schemes on the basis of agreed cost with mutual negotiations.

## 3 Scope of the Study

The consultant is expected to review and update the DPRs prepared by UJN, UJS and prepare bid documents and evaluation criteria for implementation of the project on DBO model. The scope shall include the following:

**Task 1: Clustering, Review and Validation of Detail Project Reports (DPRs) prepared by UJN/UJS and other aspects of identified peri-urban schemes.**

The transaction advisor will be assessing the following:

- Assess the tech-commercial feasibility of clustering the identified indicative Peri-Urban areas having 13 no of Water Schemes namely Package-I Raipur, Nathuwala, Natthanpur Package-II Rishikesh Dehat , Pratit nagar and Gumaniwala, Package-III Haldwani Talli, Gaujali Uttar, Package-IV Kusumkhera, Mukhani, Bothoriya No-1, Package-V Fatehpur range, Bamori Talli Bandobasti. In these areas the estimated households and existing number of water



connections details are as 52607 and 39957 respectively as on July, 2017(Annexure 1). If in any of these identified packages/schemes it is not techno-commercial feasible to embark upon DBO model then the Transaction Advisor would suggest alternative work strategy. To put it differently, if a package is not considered feasible, the transaction advisor will submit to SWSM the actions required to make it feasible so that SWSM can assess if they would be in a position to carry out those actions. If it is not possible then the State Water & Sanitation Mission (SWSM) /State Program Support Unit (SPSU) Uttarakhand will identify/suggest new set of schemes to the Transaction Advisor for examining techno-commercial feasibility on DBO model.

- Review and update the Detail Project Report (DPRs) prepared by UJN/UJS for the identified 5 Packages covering 13 Peri-urban areas water supply schemes. It is clarified that the DPR prepared by the UJN and UJS shall contain detailed engineering designs, material quantities, pipe diameter and length, etc. Further it is reiterated that the DPRs need not to be prepared by the Transaction Advisor.
- Review, revise and consolidate the major investments proposed to be improve the system and prepare a consolidated investment plan and linking capital investment to the Key performance indicators.
- The Transaction Advisor will make financial projections under different scenarios. In this exercise, the Transaction Advisor will a) analyze the operating costs, including maintenance costs, administrative costs and the costs of billing, b) will indicate the possible efficiency gains during next 10 to 15 years, c) identify incremental costs and savings in view of existing investment plans. The transaction advisor shall prepare sensitivity analysis of water supply operations/cash flows for different scenarios of demand, tariffs, coverage rate, key performance indicators, changes in operating costs, investment; carryout an analysis of the UJN/UJS ability to support subsidy requirements of Water Supply operations.
- The transaction advisor will carry out all necessary due diligence for the project. This will include review all applicable laws, existing regulatory framework, Government of Uttarakhand (GoUK) resolutions and other aspects of the legal and statutory framework, including the responsibilities of all the stakeholders, in order to identify the opportunities, issues and constraints that could arise with the introduction of performance contracts in the operation of water supply system and delivery.

## **Task 2: Technical Assessment & Preparation of bid documents**

### **A. Bid and Project Management**

The scope of services to be provided by the selected TA shall include the following:

#### **(i) PPP Structuring**

The Transaction Advisor would prepare the concession agreement on performance based management contracts / DBO contract. The Transaction Advisor would develop a detailed action plan, including the financial impact, the time line and preferred bidding options for the



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recommended option(s). The Transaction Advisor would suggest arrangement of exit/asset transfer, project term etc.

Post finalization of the Project Structure, the Bid Process design and the choice between a single stage processes vs. a two stage process will be evaluated and a suitable design adopted.

#### (ii) Preparation of Bid Documents

- To develop bid documents for competitive bidding process for selection of private partner. This will include laying down eligibility criteria for preliminary screening of bidders, criteria for evaluation of technical bids and bid variables.
- The documents will be prepared in line with Standard Bidding Documents (SBD), approved Performance Agreement, Water Policy and Tariff Policy of the State Govt;
- Determine pre-qualification criteria, prepare Request for Qualification (RFQ)/Expression of Interest (EOI) document and assist in pre-qualification of bidders for the proposed Project. The bidding process must be according to the provisions of Uttarakhand Procurement (Rules) 2017.
- The bids will be prepared as per Uttarakhand Procurement (rules) 2017
- Prepare request for proposal (RFP) document and other supporting documents (including instructions to bidders, detailed project information to the bidders), as required, for inviting bids, including draft concession agreement, transaction structure, criteria for evaluation of bids and milestones based on project feasibility report and business models developed for the projects.

#### (iii) Marketing Support/Successful bidding

- The Project would require well-directed and intensive marketing efforts as well as extensive travel for holding discussions with potential bidders. To achieve this, the Transaction Advisor would provide active marketing support for the Project by directly approaching potential investors.
- Awareness and Consensus Building – through participation in structuring discussions with the sponsors/ private sector bidders/financiers/end users, including disseminating best practices.

#### (iv) Bid Process Management

- To develop a 'Draft Concession Agreement' (DCA) including system for monitoring of the implementation of agreement.
- Suggesting robust exit barrier and suggesting Safeguard measures to be taken by sponsoring department against unilateral exit by the PPP partner during the project life cycle.
- Finalization of institutional structures – especially any project vehicles created for a PPP-DBO process, regulatory and monitoring mechanisms proposed, etc.
- Assistance with bid process and negotiations with short listed bidders at relevant pre-bid conferences.



- Facilitate the agreement signing between implementing agency in consultation with SWSM/SPSU and the Concessionaire.
- Successful bidding of the scheme and provide necessary support to implementing agency UJN/UJS and SPSU/SWSM in resolving of post project related all issues.
- Assist in arranging pre-bid meetings and bid evaluation process and in responding to queries/comments by various bidders and modify the RFP document, as required, preparation of bid evaluation reports, contract negotiations and bid closure which are required to be undertaken for bringing the Project to a Technical Close shall be carried out as part of the assignment.
- Successful bidding includes launching of the bidding process, bids received; identification of preferred bidder, issuance of Letter of Acceptance and contract signing with the lowest evaluated responsive bidder.

(v) **Project monitoring framework**

The Transaction Advisor would prepare a Project Information Technology based monitoring framework with inbuilt time over run, messages, flashes on dashboard regarding aberrations, e. mail which could be adopted by concerned Implementing Agency through State Water and Sanitation Mission/State Program Support Unit for monitoring of the Project after selection of private partner. The Transaction Advisor would propose a plan to monitor the progress of the Project at construction stage as well as operation & maintenance stage.

- (vi) The Transaction Advisor would prepare a Communication strategy – awareness program framework/plan

**B. Deliverables & Time Frame:**

The Transaction Advisor shall adhere to the timelines given below. The effort would be to minimize the time as Government's aim is to start actual work on ground at the earliest. Time schedule for the consultancy work will be as follows:

<i>SNo.</i>	<i>Activity</i>	<i>Time from the Date of Signing of the Agreement</i>	<i>Payment Percentage excluding sub key professionals fee</i>
1.	On submission and acceptance of Inception Report	3 Weeks	10%
2.	(a) On submission and acceptance of Clustering, Review and Updated DPR of seven peri urban areas	13 Weeks	10%



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	(b) On submission and acceptance of Clustering, Review and Updated DPR of other six cluster peri urban areas including detailed scope of work for Independent Engineer (IE)/ Financial Expert (FE)	16 weeks	10%
3.	(a) On submission and acceptance of Draft RFP Document of seven peri urban areas.	19 weeks	10%
	(b) On submission and acceptance of Draft RFP Document of six peri urban areas.	22 weeks	10%
4.	On submission and acceptance of Final RFP Document of all packages (13 peri urban areas)	24 weeks	10%
5.	*Successful bidding of all packages comprising 13 peri urban areas.	32 weeks	10%
6.	Three year full time professional for contract interpretation issues	36 months	30%

Note: 1 The Consultant shall provide scheme wise percentage payment against the total percentage for each activity.

2. The payment to sub key professional will be made on monthly basis subject to satisfactory performance of assigned roles and responsibilities. The service of the professional is required in contract interpretation issues for a period of three years from the effectiveness of the contract.
3. The date of effectiveness will be determined from the date of submission of first DPR to the Transaction Advisor. However, the deployment schedule of the professional will be mutually agreed.
4. \* Successful bidding includes launching of the bidding process, bids received; identification of preferred bidder, issuance of Letter of Acceptance and contract signing with the lowest evaluated responsive bidder.

#### 4- TEAM COMPOSITION AND STAFF MONTHS

It is proposed that only the following key professionals' qualification and experience will be evaluated; it is understood that the consultant may require several other support technical and non-technical personnel to carry out this assignment for which shortlisted bidders would be required to propose CVs and cost the same in their financial proposal separately. However, CVs of such individuals will not be evaluated and assigned points as part of evaluation of the technical proposal.



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## LIST OF KEY PROFESSIONAL WHOSE QUALIFICATION AND EXPERIENCE WILL BE EVALUATED

The man month requirement of key staff shall be as follows:

Sl. No	Position or Title	No. of expert	Key qualifications	Required experience	Man Months
<b>(a) Key Professionals</b>					
1	Team Leader cum Senior Economist	01	Master in Economics or MBA (Finance) with 15years' experience especially in institution, policy and sustainable development of Water supply & Sanitation services.	He/she will be overall in charge and shall ensure that the ToR is responded with quality analysis, assessment and in a time bound manner and shall be responsible for reporting to the client and presenting the reports to the Review Committee.	6.5
2	Water Supply Contracting expert	01	BE in Civil Engineering with 10 years' experience especially in design, preparation of DPR of Water supply & Sanitation services.	1. Developing water supply operating contracts with a minimum of 10-years' experience; and 2. Practical knowledge of designing and implementing performance linked water supply DBO contracts in India, preferably recent good practices.	6.5
3	Legal Expert	01	Law Graduate with 10 years experience	Practical knowledge of legal vetting for implementing performance linked water supply DBO contracts in India, preferably recent good practices.	2
4	IT Expert	01	B. Tech (Computer Science)/MCA with 10 years experience	Practical knowledge of development and designing of IT based project monitoring framework software	4
5	Procurement Expert	01	Graduate in civil engineering or MBA with 10 years of experience in developing bidding documents for water supply	Practical knowledge of preparing bidding documents guidelines for water supply projects.	2





6	Social Development cum Communication Specialist	01	Post graduate in Social sciences/ MSW with 10 years of experience	05 years working experience in social sector projects and worked at least in one World Bank financed project and familiar with the World Bank's social safeguards requirements in projects	2
7	Environment Specialist	01	Post graduate in Environment Science/Environment Engineering with 10 years of experience	05 years working experience in environment sector projects and worked at least in one World Bank financed project and familiar with the World Bank's social safeguards requirements in projects	2
<b>Sub total of Key Professionals man months</b>					<b>28</b>
<b>(b) Sub Key Professionals</b>					
The firm will deploy one full time professional for contract interpretation issues for a period of three years from the date of effectiveness of the contract. The payment for following expert will be on monthly basis subject to satisfactory performance of assigned roles and responsibilities. The firm will provide detailed Terms of Reference.					
<b>Sub total of Sub Key Professional man months</b>					<b>36</b>
<b>Total man months</b>					<b>64</b>

**Note:** The Consultant shall maintain an office at Dehradun with bare minimum staff for day to day interactions with the client.

#### 5- REVIEW COMMITTEE AND ARRANGEMENT FOR REVIEW OF OUTPUTS

The Director, State Program Support Unit/Joint Executive Officer, State Water & Sanitation Mission or his nominee will be the chairperson of the Review Committee comprising of (i) Finance Controller, SWSM/SPSU, (ii) Superintending Engineer, SWSM/SPSU (iii) Representative of Uttarakhand Pwajal Nigam and (iv) Representative of Uttarakhand Jal Sansthan. The committee may also seek review of the deliverables by the World Bank specialists and other experts as appropriate. The Review Committee will monitor the work of the consultant on a monthly basis and as agreed upon, and depending on the progress of the work done by the consultant. The presence of the consultant in these meetings is compulsory, for incorporating suggestions given by the committee.

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## Annexure: a

S. No.	Name of Implementing agency	Cluster	Name of District	Name of Peri Urban Area
1	Uttarakhand Peyjal Nigam	1	Nainital & UdhamSingh Nagar	Haldwani Talli
2				Fatehpur Range
3				Gaujajali
4				Kusumkheda
5				Bandiya
6	Uttarakhand Peyjal Nigam	2	Haridwar	Saidpura
7				Nagla Imarti
8				Mohanpura Mohammadpur
9				Dhandera
10				Bhangedi Mehatpur
11	Uttarakhand Jal Sansthan	3	Dehradun	Mehuwala Maafi
12		4	Dehradun	Nathuwala
13				Nathanpur

Note: The above list of peri urban areas is indicative and may be change based upon economic viability & feasibility of water supply schemes, if required.



**APPENDIX B - KEY EXPERTS**

S. No.	Names	Position
1	Mr. Debashis Ghosh	Team Leader cum Senior Economist
2	Mr. Murthyunjaya. S.M.	Water Supply Contracting Expert
3	Ms. Sumita Rao	Legal Expert
4	Mr. Narsimlu Silvoji	IT Expert
5	Mr. HM Renukaiah	Procurement Expert
6	Ms. Renu Mukunda	Social Development Cum Communication Specialist
7	Mr. Santosh S	Environment Specialist

  
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## APPENDIX C – BREAKDOWN OF CONTRACT PRICE

Sl. No.	Item	Man- Months	Man- Month Rate in INR	Consultancy Fee, Amount in INR
I	A. Remuneration- Key Professionals			
1	Team Leader cum Senior Economist	6.5	4,00,000	26,00,000
2	Water Supply Contracting Expert	6.5	2,16,000	14,04,000
3	Legal Expert	2	2,50,000	5,00,000
4	IT Expert	4	2,70,000	10,80,000
5	Procurement Expert	2	2,70,000	5,40,000
6	Social Development Cum Communication Specialist	2	2,70,000	5,40,000
7	Environment Specialist	2	2,16,000	4,32,000
	B. Remuneration- Sub Key Professionals			
8	Contract Interpretation Professional	36	1,35,000	48,60,000
	Sub Total Remuneration (Sum of I)	61	-	1,19,56,000
II	Reimbursable Expenses	-		22,60,000
III	Total Cost of the Financial Proposal (I+II)	-		1,42,16,000
IV	GST @ 18%	-		25,58,880
V	Total Cost of the Financial Proposal including GST (III+ IV)	-		1,67,74,880

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

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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Subject: *Queries: RFP for "Uttarakhand Water supply program for peri-urban areas Consultancy assignment - Transaction Advisory services for the UWSP peri-urban areas."*

Dear Sir,

Please refer to your e. mail on the above subject. The responses of the queries raised by various firms are clarified as below:

BARISHAH & COMPANY		RESPONSE	CLIENT RESPONSE
1	IIB Data Sheet, 21.1 Para 1 reg. Marking Criteria	Marking Criteria (Specific experience), Completed assignments in Water Supply TA and/or DPR on DBO Model. We request for A. Considering Project Management / Project Monitoring / Independent Review assignments B. Considering ongoing projects also.	Not Accepted.
3	ITC E. Data Sheet, Cl 2.4, para 5	Apart from data / information provided by client, Consultant shall be responsible to collect all other data / information required under this assignment through field surveys and investigations. We request client to share the existing data / information / DPRs to enable bidders assess the efforts required.	The estimated costs of these schemes are attached as annexure-1.
4	Section 7 TOR & Annexure-A	We understand from RFP that it is for 13 new schemes (5 clusters) in 2 districts. As per Annexure-A; Total Households 52607; It also shows existing connections 39957. Does it mean that the water supply schemes in these areas already exist and requires extension / upgradation? Kindly confirm if it is upgradation of existing scheme (for peri-urban areas) / extension of existing main town's water supply schemes (for peri-urban areas) OR they will be dedicated new schemes from source to consumer end for each peri-urban area / cluster OR a mix of upgradation, extension and new schemes?	Yes, water supply schemes in these areas already exist however requires extension / upgradation to enhance coverage and improve the system as per standard norms / benchmarks. However, depending upon the local conditions schemes can be new schemes from source to consumer end for each peri-urban area / cluster OR a mix of upgradation, extension and new schemes.
5	Section 7 TOR & Annexure-A	What will be the source of water for these schemes? Has it already been identified OR does it involve source identification, source sustainability etc. in Consultant's Scope? If yes upto what extent?	The source of water for most of schemes will be underground water. The sources have already identified and not included in consultant's scope.
6	Section 7 TOR & Annexure-A	What will be the source of Land & Power? Has it already been identified OR does it involve land availability, power availability etc. in Consultant's Scope? If yes upto what extent?	Land availability, power availability etc. has been or shall be ensured by Client. Consultant scope of work does not include identification of land / power

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7	Section 7 TOR & Annexure-A	Have all field activities been conducted. Does consultant's scope include topographical surveys, soil & geo-technical investigations, VES, Pumping tests, demographic, household, social, willingness to pay surveys, environmental / social safeguards etc.	arrangements. Most of the field activities including surveys, investigations, assessments etc. are available and shall be shared with selected Consultants. Consultant's scope does not include topographical surveys, soil & geo-technical investigations, VES, Pumping tests, demographic, household, social, willingness to pay surveys etc. The probability of major discrepancies in the DPR's is negligible. However as per the scope of work the consultant has to review and update the DPR's prepared by implementing agencies. Consultant shall be responsible for fine-tuning of existing DPRs, if required and suggest cost cutting measures wherever feasible. This is included in Consultant's scope of work.
8		It is mentioned that DPRs need not be prepared by the selected TA. However, upon review, if major discrepancies are found in the DPRs prepared by UJN & UJS OR additional activities OR if modifications required for whatsoever reasons, will the same need to be updated and modified by selected TA or will it be done by the department / UJN & UJS or the implementing agency i.e. DDWS?	
9		Has O&M estimates, Construction schedules, O&M manuals, GCC, Payment schedules etc. been prepared and Consultant has to review it OR does consultant's scope include them?	
10	ITB Data Sheet, 2.4 Para 2	Structuring of performance based DBO Agreement and tender documents shall be done in line with SBD & State Govt's Water Policy. While Water policy for state exists and encourages private sector participation in water supply area, does state has Water Tariff Policy also or Consultant will prepare the tariff structure? What is the present tariff policy and likely water rates in these areas OR Consultant shall prepare the proposed water tariff for these projects?	Preparation of State's Water Tariff policy is not included in Scope of consultant. However as per the scope of work: "The Transaction Advisor will make financial projections under different scenarios. In this exercise, the Transaction Advisor will a) analyze the operating costs, including maintenance costs, administrative costs and the costs of billing, b) will indicate the possible efficiency gains during next 5 to 10 years, c) identify incremental costs and savings in view of existing investment plans. The transaction advisor shall prepare sensitivity analysis of water supply operations/cash flows for different scenarios of demand, tariffs, coverage rate, key performance indicators, changes in operating costs, investment; carryout an analysis of the UJN/UJS ability to support subsidy requirements of



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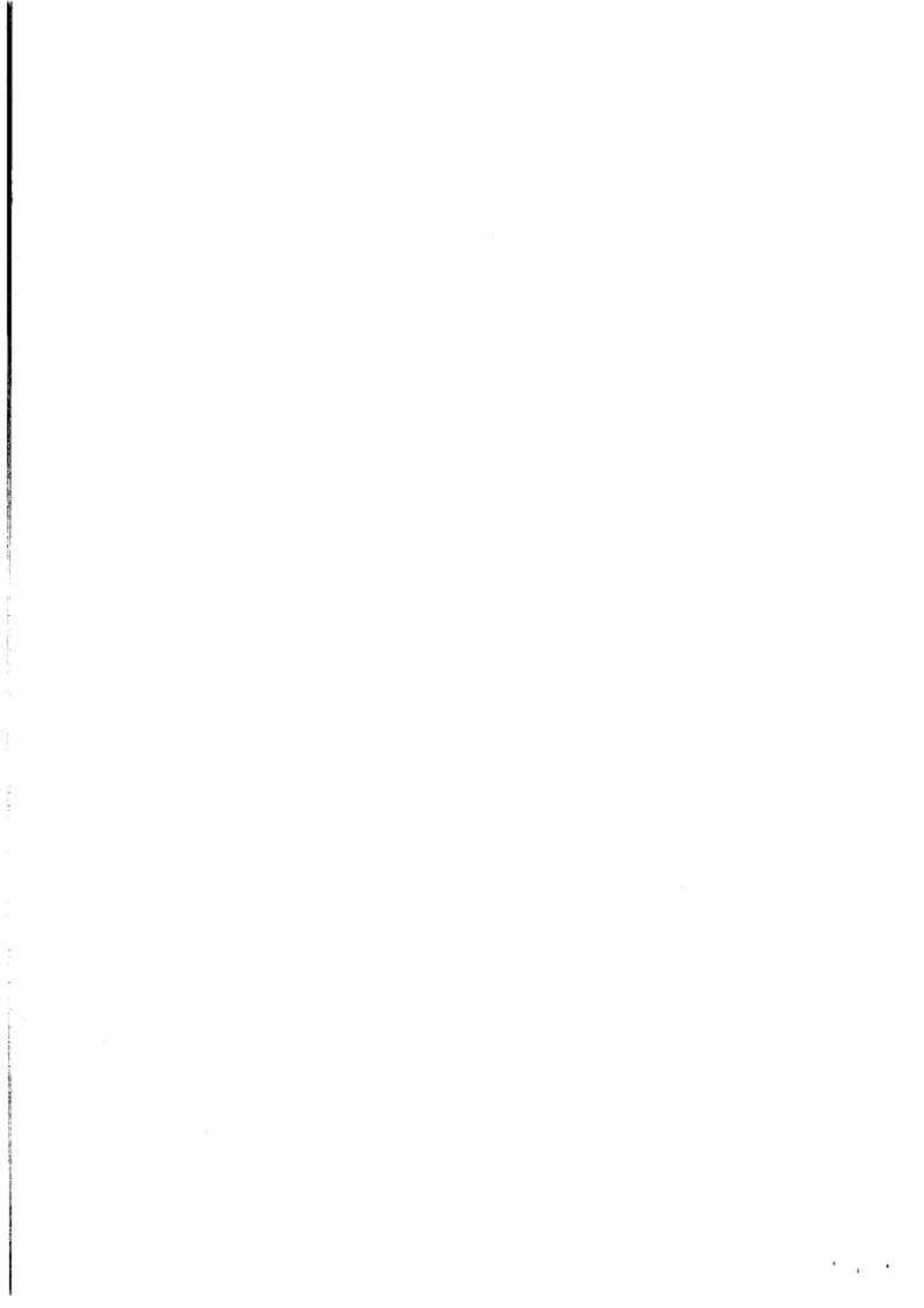


S.no.	RFP Reference	Query of the Firm	RFP Clause	Replies
11		It is mentioned that the bids will be prepared as per Standard Bidding Documents (SBD), approved performance agreement, water policy and tariff policy of the State Govt. Please clarify, whether the SBD has to be WB / IBRD approved ones or are there any SBD of State Govt.?		Water Supply operations." Consultant shall prepare tenders as per latest State Procurement Rules.
12		Again it is mentioned that the Bids shall be prepared as per Uttarakhand Procurement policy. So if WB approved SBD are to be used, there can be some discrepancies / conflicts between IBRD procurement policies and Uttarakhand Procurement Policies.		Consultant shall prepare tenders as per latest State Procurement Rules.
13		ITB Data Sheet, 2.4 Para 4, Detailed Financial Forecasting and developing Financial Sustainability Plan for 10 yrs. If 10 Yrs forecasts do not result into financial viability. Is Client / State govt open for 15 / 20 yrs?		As per RFP.
14		It is mentioned that if DBO is not feasible than TA can suggest alternate strategy. However, if any other scheme is found better than DBO, Can the consultants suggest the same while evaluating DBO and other options? Or is DBO the priority if feasible?		As per RFP.
15		Will the Project be funded by DDWS for construction as well as Operation (in form of annuity)? Or is the TA required to identify opportunities (if any) to finance the project and identify revenue streams for operations?		Yes, the project is funded by DDWS for construction as well as Operation (in form of annuity). However the consultant can identify revenue streams for operation.
16		Is the operation period defined for all packages (10 / 15 / 20 / 25 years) OR should the same as the result of financial analysis and suggested by TA?		As of now it is perceived for 2-5 years; However if required shall be resolved on case to case basis.
17		It is mentioned that the TA will review all applicable laws, regulatory framework, GoUK resolutions, and other aspects of regulatory and statutory in order to identify the opportunities, issues and constraints that could arise with the introduction of performance contracts in the operation of water supply and delivery. We request kindly issue a list of applicable laws & acts and resolutions to be studied which can affect the project, rather than leaving it open to the bidders?		As per RFP

S.no.	RFP Reference	Query of the Firm	RFP Clause	Replies
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S.no.	RFP Reference	RFP Clause	Query of the Firm	Replies
<b>Queries of M/s. Ernst and Young</b>				
1.	Data Sheet 2.4	Apart from this the objective also includes one full time professional for contract interpretation. issues for a period of three years from the date of effectiveness of the contract	We request you to provide us with the qualification requirements of the professional as per RFP requirement	The full time professional shall be Graduate or post graduate in any of the Engineering field or MBA (Finance) with 10 years of experience in PPP project contract interpretation/ management
2.	Data sheet 16.1	Expenses	We request you to clarify if the consultant has to include the mentioned expenses in the financial proposal or are they reimbursed separately by the authority.	It is a lump sum contract; complete cost should be included in financial proposal.
3.	Data Sheet 21.1	(i) Specific experience of the Consultants relevant to the assignment	We request you to clarify if there is any specific format for relevant assignments along with the proposal	World Bank format needs to be followed.
4.	Qualification of Key Professionals Team Leader	Master in Economics or MBA (Finance) with 15 years of experience especially in institution, policy and sustainable development of water supply and sanitation services	The project requires strong skills in financial analysis, project structuring, and experience in PPP projects. The team leader should have these skill sets. Hence we request you to kindly change the requirement of Team Leader as "Master in Economics or MBA with 15 years of experience in transaction advisory and financial analysis of infrastructure projects in PPP" So that it is in line with the requirements of ToR	As per RFP
5.	Qualification of Key	BE in civil Engineering with 10 years' experience	The projects requires highly qualified water specialist and	As per RFP



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		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 I .software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.	the Client.	
11.	Clause 27 Page 86	Proprietary Rights of the Client in Reports and Records	<p>We request you to add the following clause:</p> <p>The Consultant shall continue to retain all pre-existing intellectual property rights in all software, designs, utilities, tools, models, systems and other methodologies and know-how that the Consultant already owns or licenses ("Consultant Materials"), including improvements to such Consultant Materials or knowledge developed while performing the Services.</p>	As per RFP
12.	Clause 25 Page 86,	Accounting, Inspection and Auditing	<p>We request you to add the following clause:</p> <p>Such audit shall be restricted to physical files and access to Consultant's premises or IT Infrastructure</p>	As per RFP
13.	General		<p>We request you to add the following clause to the contract</p> <p>The Consultant may terminate this Agreement, or any</p>	Not Accepted



  
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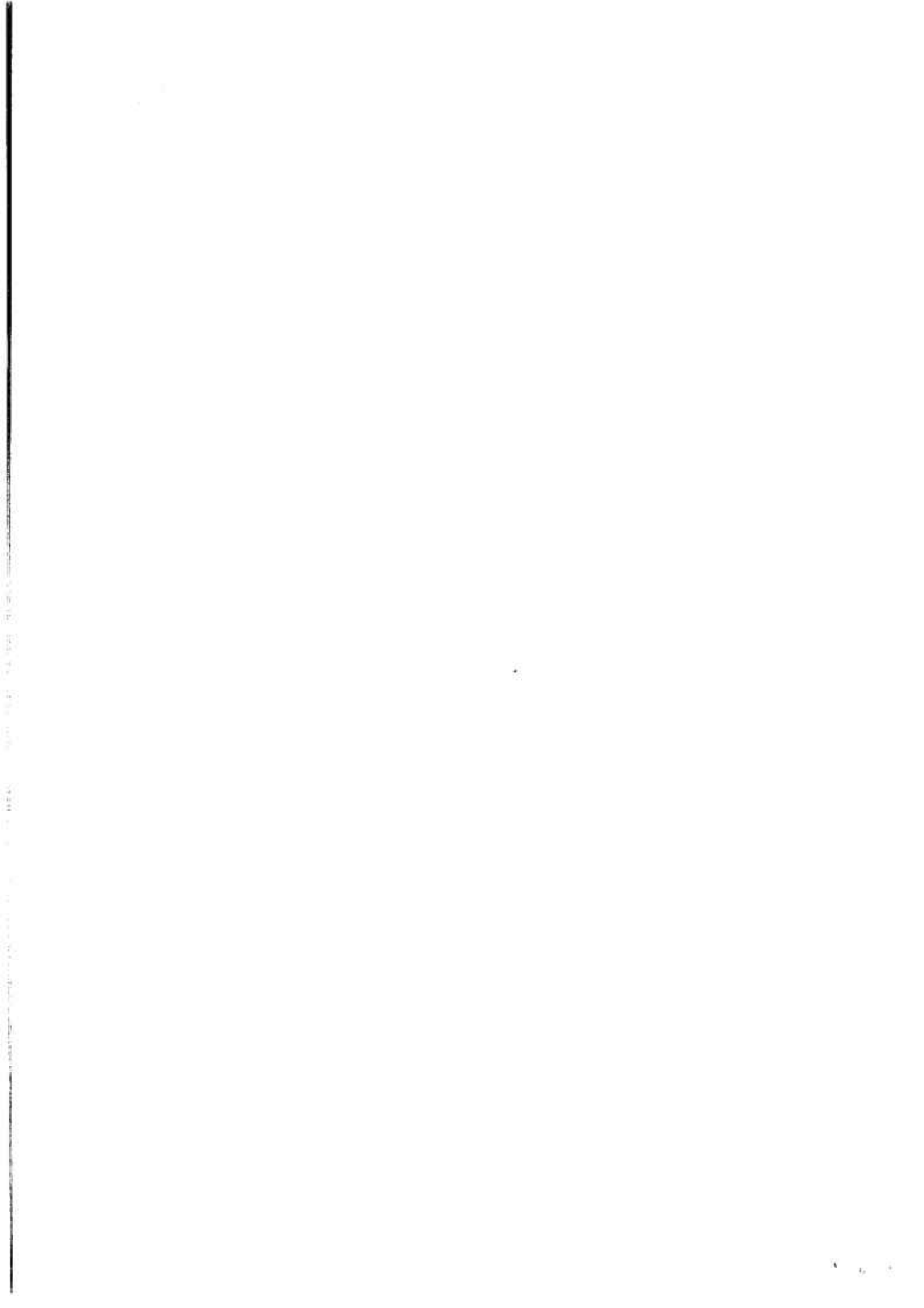
S.no.	RFP Reference	RFP Clause	Query of the Firm	Replies
				particular Services, immediately upon written notice to the Authority if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.

Clarifications Sought by iDeCK				
Sl No	Page No & Clause	RFP Terms	Query	Clarifications by Client
1.	Page No. 23 Cl. 17.7 and 17.9	The Proposals must be submitted no later than Date: 6 <sup>th</sup> June 2018 Time: 15 00 hours.	Kindly extend the proposal submission due date till 15 days from issue of pre bid clarification.	Accepted and proposal submission is extended and last date for submission of proposal is 16 June 2018 till 5:00 PM
2.	Page 20, Section 2, Data sheet- 2.4	Client Inputs	<ul style="list-style-type: none"> <li>Is Uttarakhand State has water and tariff policies?</li> </ul>	Tariff policies for urban areas are available same shall be applicable for Peri-urban areas.
3.	Page 20, Section 2, Data sheet- 2.4	Client Inputs	<ul style="list-style-type: none"> <li>Considering urban areas along with peri - urban areas for operations of the scheme may attract many operators. Hence is there any chance that both can be clubbed for better financial viability?</li> </ul>	Clubbing urban area and peri-urban area is not possible. However, Consultant may suggest/ change the Number of cluster and no of scheme in a cluster based on tech-commercial feasibility.
4.	Page 20, Section 2, Data sheet- 2.4	Client Inputs	<ul style="list-style-type: none"> <li>Shall we include the cost of Contract management specialist in the financial bid for 3 years?</li> </ul>	All costs including Man-month costs of Contract Management specialist shall be included in Financial Bid.
5.	Page 20, Section 2, Data sheet- 2.4	Client Inputs	<ul style="list-style-type: none"> <li>Correctness of data can be verified through primary/secondary data sources. However, surveys and investigations like topographical, geotechnical, household data etc.. shall not be part of this TA services. Please clarify.</li> </ul>	Surveys and investigations like topographical, geotechnical, household data etc. are not included in the scope of consultant.



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संयुक्त अधिकाधिकार अधिकारी,

PMO, 5<sup>th</sup> Floor, PMO





# Clarifications Sought by iDeCK

Clarifications Sought by iDeCK																												
RFP Terms		Query		Clarifications by Client																								
SI No	Page No & Clause																											
6.	<p><b>Scope of the Study</b> The consultant is expected to review and update the DPRs prepared by UJN, UJS and prepare bid documents and evaluation criteria for implementation of the project on DBO model.</p>	We understand that DPR for 13 towns classified in 5 packages are already prepared. Under this RFP & TOR TA consultant are required to update the DPRs before the proceeding to bid document stage. However it is expected that exact quantum of the services can be defined by the client to help consultants to submit right financial proposal.		DPRs need not to be prepared by the consultant. However as per the scope of work the consultant has to review and update the DPR's prepared by implementing agencies. Consultant shall be responsible for fine-tuning existing DPRs, if required and suggest cost cutting measures wherever feasible. The estimated cost of DPR is attached as annexure-1.																								
7.	<p>Page No. 50 Cl. 3</p> <p><b>Task1: Clustering, Review and Validation of Detail Project Reports (DPRs) prepared by UJN/UJS and other aspects of identified peri-urban schemes.</b></p>	Please let us known the availability of survey and investigation details carried out for the project. These inputs are essential to update the DPRs prepared. Kindly let us known if any fresh survey and investigation to be performed with separate cost.		TA consultants are not required to conduct any surveys and investigations. However for reviewing the viability of clustering, verification of economics, sustainability, cost effectiveness of scheme, the consultant can do field visits, if required.																								
8.	<p>Page No. 53</p> <p><b>B. Deliverables &amp; Time Frame</b> The Transaction Advisor shall adhere to the timelines given below. The effort would be to minimize the time as Government's aim is to start actual work on ground at the earliest. Time Schedule for the consultancy work will be as follows:</p>	Please alter the payment terms as per the table shown below. This will help the consultant to have positive cash flow during project execution to ensure seamless delivery.		The revised time Schedule and payment terms for the consultancy work will be as follows:																								
<table><tr><th>SI No.</th><th>Activity</th><th>Time from the Date of Signing of the Agreement</th><th>Payment Percentage excluding sub key professional fee</th></tr><tr><td>1.</td><td>On Submission and acceptance of Inception Report</td><td>3 weeks</td><td>10%</td></tr><tr><td>2.</td><td>(a) On submission and acceptance of Report</td><td>13 weeks</td><td>10%</td></tr></table>		SI No.	Activity	Time from the Date of Signing of the Agreement	Payment Percentage excluding sub key professional fee	1.	On Submission and acceptance of Inception Report	3 weeks	10%	2.	(a) On submission and acceptance of Report	13 weeks	10%	<table><tr><th>SI No.</th><th>Activity</th><th>Time from the Date of Signing of the Agreement</th><th>Payment Percentage excluding sub key professional fee</th></tr><tr><td>1.</td><td>On Submission and acceptance of Inception Report</td><td>3 weeks</td><td>10%</td></tr><tr><td>2.</td><td>(a) On submission and acceptance of</td><td>13 weeks</td><td>10%</td></tr></table>		SI No.	Activity	Time from the Date of Signing of the Agreement	Payment Percentage excluding sub key professional fee	1.	On Submission and acceptance of Inception Report	3 weeks	10%	2.	(a) On submission and acceptance of	13 weeks	10%	
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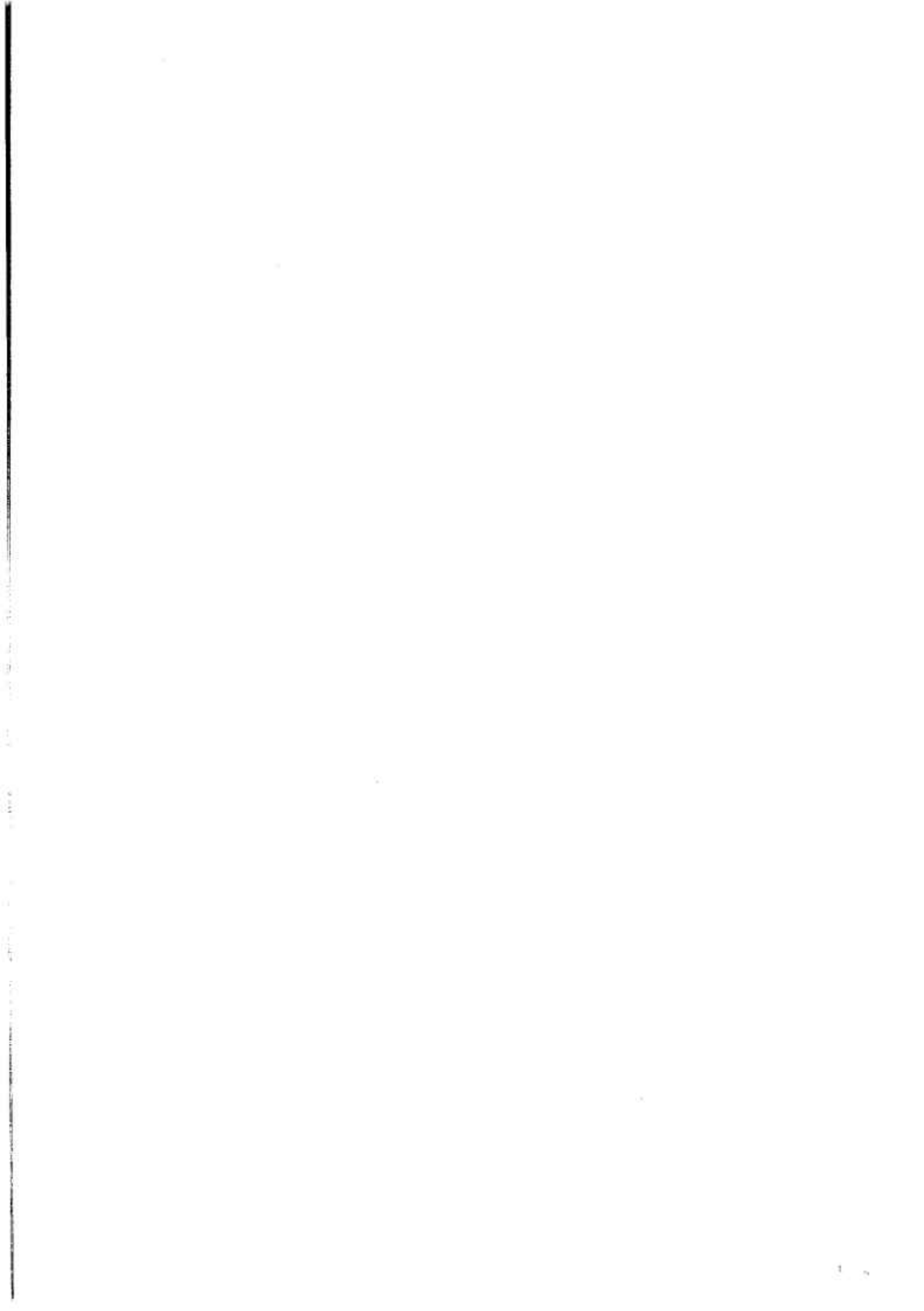




Sl No	Page No & Clause	RFP Terms			Clarifications Sought by IDeCK Query		Clarifications by Client		
		submission and acceptance of Clustering, Review and Updated DPR of two cluster peri urban areas			and acceptance of Clustering, Review and Updated DPR of two cluster peri urban areas		Clustering, Review and Updated DPR of seven peri urban areas.		
		(b) On submission and acceptance of Clustering, Review and Updated DPR of 3 cluster peri urban areas including detailed scope of work for Independent Engineer (IE)/Financial Expert (FE)	16 weeks	10%	(b) On submission and acceptance of Clustering, Review and Updated DPR of 3 cluster peri urban areas including detailed scope of work for Independent Engineer (IE)/Financial Expert (FE)	16 weeks	(b) On submission and acceptance of Clustering, Review and Updated DPR of other six peri urban areas including detailed scope of work for Independent Engineer (IE)/Financial Expert (FE)	16 weeks	10%
		3. (a) On submission and acceptance of two Draft RFP Document	19 weeks	10%	3. (a) On submission and acceptance of two Draft RFP Document	19 weeks	3. (a) On submission and acceptance of Draft RFP Document of seven peri urban areas.	19 weeks	10%
					(b) On Document	22 weeks	(b) On submission and	22 weeks	10%


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# Clarifications Sought by iDeCK

Sl No	Page No & Clause	RFP Terms			Query			Clarifications by Client		
		(b) On submission and acceptance of three Draft RFP Document	22 weeks	10%	submission and acceptance of three Draft RFP Document	24 weeks	10%	acceptance of Draft RFP Document of six peri urban areas	24 weeks	10%
		4. On submission and acceptance of Final RFP Document of all five packages (13 Schemes)	24 weeks	10%	4. On submission and acceptance of Final RFP Document of all five packages (13 Schemes)	24 weeks	10%	On submission and acceptance of Final RFP Document of all packages (13 Peri Urban Areas)	24 weeks	10%
		5. Successful bidding of all five packages comprising 13 schemes	32 weeks	10%	5. Successful bidding of all five packages comprising 13 schemes	32 weeks	10%	Successful bidding of all packages comprising 13 Peri urban areas.	32 weeks	10%
		6. Three year full time professional for contract interpretation issues	36 months	30%	6. Three year full time professional for contract interpretation issues	36 months	10%	Three year full time professional for contract interpretation issues	36 months	30%
9	Page No. 56	Note: The Consultant shall maintain an office at Dehradun with bare minimum staff for day to day interactions with the client.			Is it required to include cost towards setting up office in Dehradun, office rental, furniture and office maintains in our financial proposal. Kindly let us know the facilities given by client.			Consultants are required to include cost towards setting up office in Dehradun, rental, furniture etc in their Financial Bid.		
10	Page No. 56	(b) Sub Key Professionals The firm will deploy one full time professional for contract interpretation issues for a period of three years from the date of effectiveness of the			We may require more sub key professionals for services other than contract interpretation, as contract administration require carrying the validations of key performance indices. Kindly let			As per RFP		



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Clarifications Sought by iDeCK			
Sl No	Page No & Clause	RFP Terms	Query
		contract. The payment for following expert will be on monthly basis subject to satisfactory performance of assigned roles and responsibilities. The firm will provide detailed Terms of Reference	us know if consultants are required to consider additional home office support and account their cost in the financial proposal for the KPI validations.
11	Page No. 57	Details of Household & Number of Connections for Transaction Advisor.	We understand there are total 13 towns classified into 5 packages. Kindly let us know the implementation schedule for specific packages.
12	General	Earnest Money Deposit (EMD).	Is there any EMD to be paid along with the Techno Commercial Submission?
13	General	Tender processing fee.	Is there any Tender processing fee to be paid along with the Techno Commercial Submission?
			Consultant may change the Number of packages and number of scheme in a cluster based on technical feasibility.
			No EMD Required.
			No Tender Fee Required.

#### Clarifications sought by KPMG

Sl No	Page & Clause No.	Clause details	Query	Clarification By Client
1	Page 20, Clause No 2.4	The consultants are expected to set up their own office at Dehradun preferably, in proximity to the location of the client's office at their own cost. They may also have to set up an office in each of the other two regions as deemed necessary	Since this is a Transaction advisory assignment, requirement of separate office for consultants may not be relevant as long as the deliverables are submitted in stipulated timeline. We suggest to keep this as an optional requirement	As per RFP.
2	Page 24, Clause 21.1 [For SIP]	Key professional staff qualification and IT expert- (BTech (Computer Science) for the assignment Science)/MCA with 10 years' experience)	The graduation qualification of IT expert can also include BTech (Information Technology) The revised criteria could be: IT expert- (BTech (Computer Science/Information Technology)/MCA with 10 years' experience)	As per RFP
3	Page 54, Clause Deliverables and time frame	Note: 1 : The consultant shall provide scheme wise percentage payment against total percentage for each activity	We understand the 13 water supply schemes are divided into 5 clusters and 5 bid documents need to be prepared i.e. one for each cluster. It is unclear what percentage break up needs to be given for the schemes since the schemes are already included in respective clusters	The division of 13 water supply schemes into 5 clusters is tentative. However, the consultant may suggest re-clustering/ new clustering based upon economic viability & feasibility the of water supply schemes, if required. Percentage break up needs to be given for the schemes which means payment will release based upon



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				activity completed for number of water supply schemes on Pro rata basis.
4	Page 54, Clause Deliverables and time frame	Payment percentage excluding sub- professionals	Although the payment percentage is supposed to exclude sub-professional, SI No 6 includes 30% of the payment linked to sub-professional. We request to keep the payment related to the sub professional separate from the transaction advisory to paid on monthly basis as per Note 2. Also we will request you to modify the payment percentage of 30% against sub professional to 20% as the major inputs will be required in the transaction phase.	As Per RFP
5	Page 56, Sub key professionals man months	The firm will deploy one full time professional for contract interpretation issue for a period of three years from the date of effectiveness of the contract. The payment for following expert will be on monthly basis subject to satisfactory performance of assigned roles and responsibilities. The firm will provide detailed Terms of Reference	We request the Sub-Key professional should be from the core experts proposed for this project since this is important from knowledge and continuity perspective.	It depends upon the consultant to deploy the Sub-Key professional from the core experts or from other source.
6	Page 5, 82	Reference to "Affiliates" mentioned in the RFP	We request the term "Affiliates" to be modified to 'Affiliates in India'	As Per RFP
7	Page 82, Liability of the Consultant	Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.	We request to limit any liability as set forth in SI No 9	As per RFP SCC clause no. 23.1 of Contract Agreement
8	Page 93 Clause 23.1	"Limitation of the Consultant's Liability towards the Client:	We request to replace the limitation of liability clause as proposed in tender document, with the following clause: Consultant shall not be liable for any indirect damages arising out of this RFP. Consultant's aggregate liability for direct damages under this RFP shall be limited to one time the fees paid to them under a specific work order or statement of work.	As per RFP SCC clause no. 23.1 of Contract Agreement
9	Page 83, Clause 25	Accounting, Inspection and Auditing	We propose to add the following with reference to this clause: Any audit shall be subject to the following: (i) the audit shall be restricted to the engagement and shall be conducted with prior reasonable notice (ii) Bank or its authorized representatives shall execute a Non-Disclosure Agreement before such audit which shall govern the conduct of audit and any results thereof; (iii) the auditors or the representatives of Bank for the audit shall not be bidder's competitors; (iv) the audit shall not be conducted more than once in a calendar year and twice in entirety; and (v) any findings during the audit, shall be shared with Bank and be discussed and agreed mutually with Bank and bidder for its closure.	As Per RFP



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10	Page 98, Clause No 1a, b	Selection of Arbitrators	We request to add International Chamber of Commerce (ICC) with seat being in India as the arbitrator.	As Per RFP
11	Page 81, Clause 21, b, c and d	Consultant and Affiliates not to engage in certain activities, Prohibition of conflicting activities, Strict duty to disclose conflicting activities	We request to curtail the requirements related to these clauses to the engagement team working in this assignment	As Per RFP



UPADHYAY RAMESH SINGH

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Thanks & Regards

(Dr. Raghav Langer)  
Joint Chief Executive Officer  
State Water & Sanitation Mission, Dehradun

