

CONTRACT

Preparation of Master Plan for Water Supply, Sanitation and SLWM for Uttarakhand Water Supply Program for Peri-urban Areas



CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name Uttarakhand Water Supply Program for Peri-urban Areas
[Loan No. 8805 IN]

Contract No. 04/2018-19

between

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

and

M/s Studio Galli Ingegneria India Pvt. Ltd. in association with M/s Arshiya Consulting Engineers Pvt. Ltd

Dated: 07th June 2018





महाराष्ट्र MAHARASHTRA

2017

29 MAY 2018

AG 866987

17757 दि. 29.5.2018

वस्तुचा प्रकार Agreement

वरत नोंदणी करणार आहेत का? होय/नाही.

विक्रयकर्त्याचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव

वसा

इसच्या पक्षकाराचे नांव

हस्तो व्यवस्थीचे नांव व परत

मह

मुद्रांक विकत घेणाऱ्याची सही

क्या कारणामाती ज्यांनी मुद्रांक खरेदी केला, त्यांनी व्यवसाय करणाऱ्यांनी मुद्रांक

खरेदी करणाऱ्यातून ६ महिन्यात वापरणे बंधनकारक आहे.



28 MAY 2018

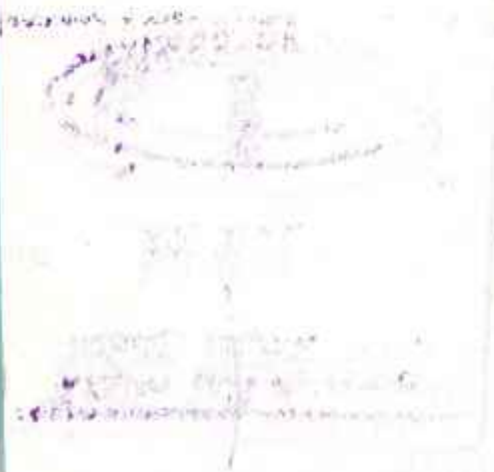
प्रथम मुद्रांक लिपिक
जबाबदार पुरो करील

महाराष्ट्र न्यायिक अधिकारी
महाराष्ट्र न्यायिक अधिकारी
महाराष्ट्र न्यायिक अधिकारी

This CONTRACT (hereinafter called the "Contract") is made the 7th day of the month of June, 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 Joint Venture consisting of the following entities, 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 Studio Galli Ingegneria India Pvt. Ltd.** and **M/s Arshiya Consulting Engineers Pvt. Ltd.** (hereinafter called the "Consultant").]



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WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "Bank Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

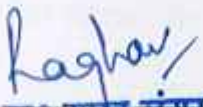
In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context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

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

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*


Dr. Raghav Langer, Program Director/Joint Chief Executive Officer, SWSM
संयुक्त अधिशासी अधिकारी,
एस0 डब्लू0 एस0 एम0

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

M/s Studio Galli Ingegneria India Pvt. Ltd.


Mr. Sagar Shah, Chief Executive Officer

& M/s Arshiya Consulting Engineers Pvt. Ltd


Mr. Deepak Sharma, Technical Director

I. General Conditions of Contract

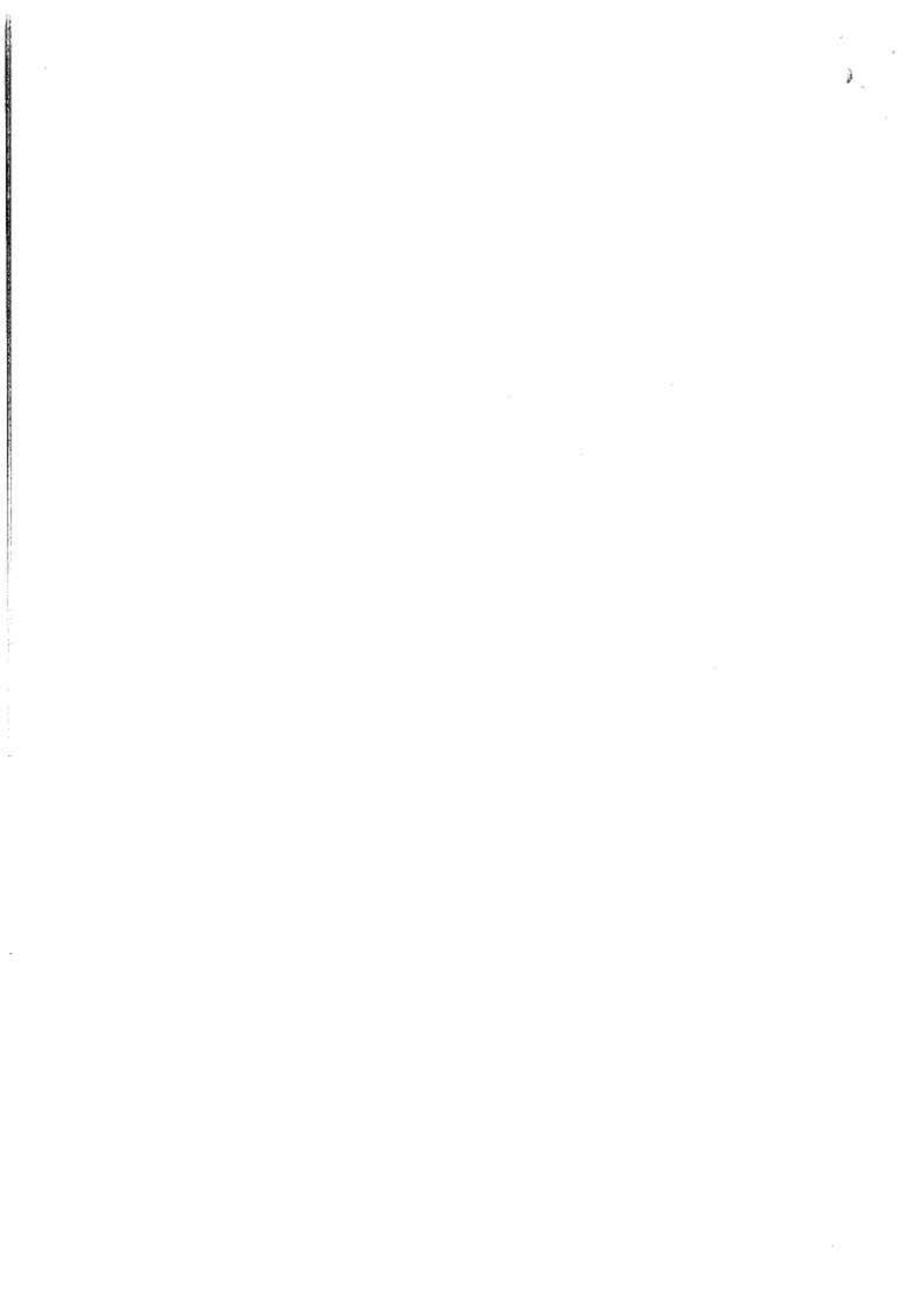
A. GENERAL PROVISIONS

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 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.



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3. **Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation 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.

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;

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- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (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

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approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

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

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

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

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

**21. Conflict of
Interests**

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, 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 GCC25.2 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 All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes 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.

**28. Equipment,
Vehicles and
Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance



with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

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

30. Replacement of Key Experts

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

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

33. Access to Project Site

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



them.

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

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

**35. Services, Facilities
and Property of the
Client**

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

**36. Counterpart
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.

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

41.2.1 Deleted

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 I 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. 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 Deleted

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.



II. General Conditions

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

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

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

"Fraud and Corruption"

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

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

- (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation²;
- (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
- (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;

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

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

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



- (v) "obstructive practice" is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures⁵, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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

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

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



II. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed 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>The addresses are:</p> <p>Client : State Program Support Unit, State Water & Sanitation Mission, Uttarakhand, 1st Floor, The Institution of Engineers (India) Building, Opposite ISBT, Saharanpur Road, Majra, Dehradun</p> <p>Attention : Dr. Raghav Langer, Program Director Facsimile : 0135-2643381 E-mail : swsm.uttarakhand@gmail.com</p> <p>Consultant : M/s Studio Galli Ingegneria India Pvt. Ltd., Panama House, 6th Floor, Sl. No. 204-206, Viman Nagar, Pune-411014 in association with M/s Arshiya Consulting Engineers Pvt. Ltd.</p> <p>Attention : Sh. Sagar Chandrakant Shah, Chief Operation Officer Facsimile : _____ E-mail : sparadkar@sgi-india.com</p> |
| 8.1 | The Lead Member on behalf of the JV is Sh. Sagar Chandrakant Shah, Chief Operation Officer, Studio Galli Ingegneria India Pvt. Ltd., Panama House, 6 th Floor, Sl. No. 204-206, Viman Nagar, Pune-411014 |
| 9.1 | <p>The Authorized Representatives are:</p> <p>For the Client: Dr. Raghav Langer, Program Director</p> <p>For the Consultant: Sh. Sagar Chandrakant Shah, Chief Operation Officer.</p> |
| 11.1 | NA |
| 12.1 | NA |



| | |
|-------|--|
| 13.1 | <p>Commencement of Services:</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>Expiration of Contract:</p> <p>The time period shall be Four months</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>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, 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 <i>law of India</i>.</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. 52.88 lakh</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of "<i>in accordance with the applicable law in India</i>";</p> <p>(c) Third Party liability insurance, with a minimum coverage of "<i>in accordance with the applicable law in India</i>";</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and</p> |

| | (iii) any documents prepared by the Consultant in the performance of the Services. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------|---|---|----------------------|---|---|---------------|----|---|---------|-----|-----------------------------------|----|--|---------|-----|------------------------------------|----|---|----------|-----|------------------------------------|----|---|----------|-----|------------------------------------|-------|--|--|------|------------------------------------|
| 38.1 | The Contract price is: INR 52,88,000/- (Fifty two lakh eighty eight thousand only) plus GST as applicable. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 41.2 | The payment schedule: <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>Submission & Acceptance of Inception report</td><td>3 weeks</td><td>10%</td><td>5,28,800/- plus GST as applicable</td></tr><tr><td>#2</td><td>Submission & Acceptance of Draft report on analysis of existing situation of water supply and sanitation as per ToR Task 2</td><td>7 weeks</td><td>30%</td><td>15,86,400/- plus GST as applicable</td></tr><tr><td>#3</td><td>Submission & Acceptance of Preparation and submission of Master Plan for water supply, sewerage and SLWM for all regions (Draft report)</td><td>12 weeks</td><td>40%</td><td>21,15,200/- plus GST as applicable</td></tr><tr><td>#4</td><td>Submission & Acceptance of Final copy of report of master Plan for water supply, sewerage and SLWM.</td><td>16 weeks</td><td>20%</td><td>10,57,600/- plus GST as applicable</td></tr><tr><td colspan="3">Total</td><td>100%</td><td>52,88,000/- plus GST as applicable</td></tr></table> | Payment No. | Outputs/deliverables | Timeline from the date of effectiveness | % | Amount in Rs. | #1 | Submission & Acceptance of Inception report | 3 weeks | 10% | 5,28,800/- plus GST as applicable | #2 | Submission & Acceptance of Draft report on analysis of existing situation of water supply and sanitation as per ToR Task 2 | 7 weeks | 30% | 15,86,400/- plus GST as applicable | #3 | Submission & Acceptance of Preparation and submission of Master Plan for water supply, sewerage and SLWM for all regions (Draft report) | 12 weeks | 40% | 21,15,200/- plus GST as applicable | #4 | Submission & Acceptance of Final copy of report of master Plan for water supply, sewerage and SLWM. | 16 weeks | 20% | 10,57,600/- plus GST as applicable | Total | | | 100% | 52,88,000/- plus GST as applicable |
| Payment No. | Outputs/deliverables | Timeline from the date of effectiveness | % | Amount in Rs. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| #1 | Submission & Acceptance of Inception report | 3 weeks | 10% | 5,28,800/- plus GST as applicable | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| #2 | Submission & Acceptance of Draft report on analysis of existing situation of water supply and sanitation as per ToR Task 2 | 7 weeks | 30% | 15,86,400/- plus GST as applicable | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| #3 | Submission & Acceptance of Preparation and submission of Master Plan for water supply, sewerage and SLWM for all regions (Draft report) | 12 weeks | 40% | 21,15,200/- plus GST as applicable | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| #4 | Submission & Acceptance of Final copy of report of master Plan for water supply, sewerage and SLWM. | 16 weeks | 20% | 10,57,600/- plus GST as applicable | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | | | 100% | 52,88,000/- plus GST as applicable | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 45.1 | Disputes shall be settled by arbitration in accordance with the following provisions: 1. In case of dispute or difference arising between the Client and Consultants relating to any matter arising out of or connected with the Contract, such dispute, the arbitrator shall be Secretary, Department of Drinking Water & Sanitation, Govt. of Uttarakhand 2. <u>Any of the dispute proceedings will be attended at the Jurisdiction of Dehradun.</u> 3. The decision of the Secretary, Department of Drinking Water & Sanitation, Govt. of Uttarakhand shall be final and binding and shall be enforceable in any court of competent jurisdiction. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



APPENDIX A – TERMS OF REFERENCE

Terms of Reference

1- BACKGROUND

The Government of Uttarakhand (GoUK) has requested Department of Economic Affairs (DEA), Ministry of Finance, Government of India (GoI) for World Bank assistance in addressing the WSS requirements of the peri-urban areas, following a Program for Results (PforR) approach. The proposed project will focus on improving water supply services in peri-urban areas. The World Bank has commenced discussions with the GoUK to prepare a project proposal for approval by the World Bank Board.

The proposed project is to be implemented by the Department of Drinking Water & Sanitation (DDWS) and its line agencies (Uttarakhand Peyjal Nigam (UJN), Uttarakhand Jal Sansthan (UJS), and the State Program Support Unit (SPSU)-Swajal) following the state government procurement procedures.

The GoUK has defined *peri-urban areas* under the proposed project as settlements with the following characteristics: (i) a population density of at least 200 persons per square km; (ii) located within 10km aerial distance from the existing limits of a statutory town/municipality or urban local body; and (iii) not upgraded or merged into statutory town as on date of negotiations. Population of these Peri –urban areas is growing rapidly because of: (i) migration of surrounding population from rural areas to nearby urban areas commonly known as 'Peri-urban areas' and (ii) due to high cost of land in the urban centers the migrated population is settling in the periphery of the existing towns. The peri-urban area has both rural and urban features and composed of highly heterogeneous and rapidly changing socio-economic groups. The traditional distinction between urban and rural areas is becoming increasingly blurred and insufficient to capture the reality of a large number of dwellers that lie between those areas. To address the water and sanitation issues of these areas a proper planning coupled with corresponding investment is imminent.

The challenge before the government is to guide the process of urbanization in the peri urban areas and ensure that basic services are available to the residents. Presently, Peri urban areas are visibly deficient in the quality of services provided, even to the existing population. So the demand of growing population needs to be fulfilled. The major challenges in the peri-urban areas are as below:

- **Water Supply:** (i) Coverage of water supply by private connections is about 45% only; (ii) Per Capita supply of water varies between 10 LPCD to 70 LPCD; (iii) Extent of Non-Revenue Water is quite high; (iv) No water metering either at consumer end or at production centre or in the distribution system; (v) The availability of water varies between two to four hours per day.
- **Sanitation:** There is no sewerage system built for peri urban areas though there may be some instances of limited extensions of city sewerage in adjoining areas. Residents use onsite sanitation facilities with no safe disposal of human excreta.



2- OBJECTIVE OF THE ASSIGNMENT

The objective of this assignment is to prepare a strategic Master Plan for water supply, sanitation and solid and liquid waste management (SLWM) in the project areas comprising three growth corridors of the state. The assignment shall be performed separately for each growth corridor, namely, (a) Dehradun - Rishikesh, (b) Haridwar - Roorkee, and (c) Haldwani- Kathgodam, as defined in **Enclosure-1**.

3- SCOPE OF WORKS

In order to achieve the above objectives, the consultants shall (1) study the regional planning aspects of the growth corridors based on ecological, social, economic and institutional characteristics and in particular reference to water supply and sanitation services, and SLWM aspects, (2) critically analyse the existing water supply and sanitation service delivery and solid and liquid waste management, taking into account the related governance, institutional and financial aspects, (3) prepare strategic Master Plan for sustainable water supply, sanitation and SLWM addressing the issues in an integrated manner and taking into account vulnerabilities, economic activities and demand as foreseen for the planning horizon of 30 years, and recommend progressive improvement/ upgradation of service level and the nature of service provision and delivery over the horizon and any modification to the existing institution to enhance developmental impact for implementation under the proposed Uttarakhand Water Supply Project for Peri-urban areas.

The scope of works is divided in three principal tasks as described below. However, there may be sub-tasks, which are not covered below, but required to achieve high quality outputs, which are sound from the regional and services planning points of view; from managerial and policy perspectives; and for establishing sustainable services. This is where the client is looking forward to the experience and ability of the consultants.

Task 1: Regional planning for water supply and sanitation services

The consultants shall study the spatial growth prospects of each of the growth corridors of Dehradun-Rishikesh, Haldwani-Kathgodam, Haridwar-Roorkee based on the ecological, social, economic and institutional characteristics and taking account of the plans available for future development (economic, industrial, and so on), and identify the areas prone to high rate of growth, medium rate of growth and low rate of growth and match them with the planning area for the preparation of regional plans for water supply and sanitation, and identify the areas of the Regions to be given high priority for planning development of water supply, sanitation and SLWM activities in an integrated manner or independently. All the areas falling in above growth corridors which fulfil the GoUK definition of peri-urban areas will be taken up for regional planning for water supply and sanitation.

The population growth in the planning area is almost entirely influenced by migration into the peri-urban areas. A demographic model shall be prepared by the consultants to forecast population for the peri-urban area of each region and breaking it into smaller segments as



justifiable, using modern tools and provide forecast for every five years of the planning horizon.

Careful consideration shall be given to recommend progressive improvement/ upgradation of service level and the nature of service provision and delivery over the horizon and any modification to the existing institution to enhance developmental impact.

Water supply and sanitation involves a wide range of stakeholders, each with their own backgrounds and priorities. It is important for the Strategic Planning initiative to be as inclusive as possible, involving all those likely to be involved in securing real improvements to water and sanitation services and practices. Therefore, consultation with the stakeholders shall be held through a structured program, designed to ensure that the key stakeholders are engaged and feel ownership of its outcomes, during the stages of development of the Plan.

Task 2: Analysis of existing water supply, sanitation and SLWM services

The consultants shall conduct detailed study of the existing level of water supply, sanitation and SLWM service delivery in the growth corridors, and document economic activities, area, population, population trends, recent interventions in water supply and sanitation services (if any), number of households, socio-economic profile (including BPL households), primary occupation of male/ female headed family, settlement types (including notified and non – notified areas), number of wards/ mohalla etc. Information would also be provided on topography and climatic profile of the Peri-urban areas, and the following specific information on water supply and sanitation services and SLWM.

The consultants shall prepare a preliminary survey of the identified growth corridors of Dehradun-Rishikesh, Haldwani-Kathgodam, Haridwar-Roorkee, and prepare maps showing the existing inventory of networked services for water supply and sewerage system with all pertinent features of the systems and study status of service delivery and bring out with due surveys and investigations the current status of service delivery. The consultants shall document the following among other necessary information:

Water Supply: With preparation of base map, the state of existing systems using field data, records, diagrams, provide quantification of the potential of the currently used water sources, quality of raw water, current production (all sources), water demand and treatment, transmission, storage, distribution network, nearby water quality testing infrastructure and water conservation etc. and determine if any form of rehabilitation of existing water supply systems is required or not.

Condition assessment of the existing infrastructure, such as intake tubewells, treatment (including disinfection), transmission pipelines, storage and about 10% of distribution network that will be representative of the character of the network and conduct water & energy audit of the pumping machinery and identify by providing techno-economic justification what is to be discarded and what can be rehabilitated.



Information on capital works (underway or planned) for expansion or rehabilitation of water system in the peri-urban area.

Current operation and maintenance (O&M). Details of direct manpower associated with particular water supply scheme and their qualifications (this is needed for capacity building program), reliance and extent of the use of instrumentation and the institutional mandates. Detail of income and expenditure of the particular scheme (if there are more than one scheme, data should be compiled for all the schemes).

Service delivery. Coverage (including break up by type of access e.g. individual water connections, public stand posts, and water supply by tanker), type of connection (residential, commercial, institutional, industrial) and number of connections under each type; supply duration across service areas, system pressure, water quality at consumer end and other service delivery aspects such as complaint redressal, water tariffs, connection, policies (including pro-poor subsidies, if any), billing collection; the study shall elaborate on other sources of water accessed by households e.g. private borewells, open wells, hand-pumps, private tankers.

Study of service levels and operations as above, shall also be carried out separately accounting for seasonal variation in availability of water resources and its impact and constraint on water supply.

The study shall provide historical statistical information about water borne diseases (last two years) and their variations over time and identify the impact and the relation, if any.

Sanitation, Sewerage and SLWM. Together with the data/information mentioned above for water supply, the consultants shall also obtain field information regarding access to toilets, septage management, wastewater and storm water collection systems, sullage collection and disposal, infrastructure for transport and treatment of wastewater, point of disposal of treated (or untreated) waste water, and infrastructure to dispose storm water, and carry out critical analysis as in the case of water supply stated in the preceding paragraphs

In order to provide elaboration on specific requirement with respect to sanitation, the consultants are required to document the existing situation such as household sanitation arrangement with reference to (i) access (individual household, community toilet and open defecation), (ii) type of latrine/sanitation unit commonly used, (iii) location of latrine within the residential premises vis a vis the public road, (iv) general toilet behaviour of the populace, and (v) observations on toilet hygiene and current disposal arrangements to facilitate development of a system which may be acceptable to the people, the practices followed by industries and institutions.

Based on the above and taking into governance, institution, finance, the consultants shall provide a critical analysis of the existing water supply, sanitation and SLWM by analysing the performance, assessing the implications of no intervention in the peri-urban area, and identifying the issues and the specific areas which are to be studied in greater detail to design

interventions for rehabilitation, modifications and expansions of the water supply, sanitation and SLWM in the peri-urban area and to establish sustainable services.

Task 3: Master Plan for sustainable water supply, sanitation and SLWM

From data gathered through the regional planning (Task 1) exercise and the existing service delivery (Task 2), the consultants shall clearly identify the baseline, determine the demand for water supply, sanitation and SLWM services, extent of service level improvement desired by the people, rough cost of providing the services, willingness-to-pay by the users/beneficiaries and willingness-to-charge by the Government/owner/utility, and assess shortfalls and constraints in installing sustainable water supply, sanitation and SLWM services, establish key areas of focus for the physical aspects of master plan, and identify the interventions.

The consultants shall prepare strategic plan for water supply, sanitation services and SLWM keeping pace with demand over the planning horizon of 30 years, for example, per capita rate of water supply, onsite (twin pits, septic tank) to offsite sanitation (sewerage and sewage treatment) through intermediate solution like septage management. The plan shall ensure that WSS services respond to the demand, are appropriate, cost-effective, utilizes resources optimally, and shall ensure sustainable improvements to service coverage and standards.

The draft growth corridors-regional plan, which shall *inter alia* include (a) development propriety assignment, (b) service standards linked to the growth pattern, (c) outline physical plan, (d) investment needed and phasing, (e) user charges and financial operation, (f) governance structures, (g) institutional arrangements for operation and maintenance including the use of PPP, be presented, discussed and evaluated with the stakeholders of each region and taken forward as a major input for defining the plans. The draft Final Plan shall be presented to the State level stakeholders and their input taken for giving it a final shape. The draft Final Plan shall bring out the reforms needed in the areas of governance, institution and finance in water and sanitation sector, especially for installing and providing sustainable services in the peri-urban areas, citing the benefits that may be accrued by the proposed reforms.

4- DURATION OF THE ASSIGNMENT

The duration of this Consulting assignment is 4 months from the commencement of the contract.

5- OUTPUTS / DELIVERABLES

The Consultant shall submit the following outputs/deliverables:

- (i) *Inception report*
- (ii) *Report on regional perspective plan for peri urban areas fulfilling the requirements of Task 1 of ToR.*



- (iii) *Report on existing water supply, sanitation and Solid Liquid Waste Management (SLWM) situation of each region in project area with reference to Task 2 of ToR.*
- (iv) *Master plan for water supply, sanitation and Solid Liquid Waste Management (SLWM) with reference to Task 3 of ToR*

The consultants shall submit draft report for the Outputs/ Deliverables at serial (i) to (iv) above and these shall be finalized within a week from receipt of comments from the Review Committee and any other. The draft reports shall be prepared as required to respond to the ToR for Final Reports and shall contain tentative conclusions arrived at by the consultants. The Final Reports shall be prepared taking due cognizance of the comments received on the Draft Report.

The consultants shall prepare reports presenting the data, the assumptions and their justification, the analysis, and the conclusions and recommendations. The reports shall include a table of contents and an executive summary.

The reports shall be prepared in four parts – main report and report on each of the three growth corridors, namely, (i) Dehradun-Rishikesh (ii) Haridwar - Roorkee and (iii) Haldwani-Kathgodam. The main body of the text shall be organized in sections and concentrating on the findings and recommendations and their justification. Supporting data and analysis shall be contained in the Annex which will be referenced as appropriate in the body of the text. All paragraphs in the executive summary, the text, and the Annex, shall be numbered to facilitate communication across the contents of reports.

All reports shall be accompanied with a MS-Word and PDF soft copy on a CD (One Master and 3 additional copies shall be included), five number of hard copies and a Power Point presentation.

In addition to the above, the Consultant will be expected to submit the following deliverables:

- (i) *Inception Report: This shall provide confirmation regarding mobilization and local arrangements made by the Consultants to carry out the assignment, availability of all key staff as per proposal (amended during contract negotiation) and include the detailed work plan, the final detailed time task schedule listing all the tasks, estimate by task of both the staff time input by Consultants and the time requirement for task completion in bar chart and also include supporting text describing the basis for the schedule;*
- (ii) *Presentations to the Client and/or the World Bank team members on outputs/deliverables mentioned earlier as and when required.*

Shortlisted firm shall be required to indicate the above outputs as part of their proposed work plan to be submitted as part of their technical proposal

6- DATA, SERVICES AND FACILITIES TO BE PROVIDED TO THE CONSULTANTS

The State Water & Sanitation Mission/State Program Support Unit (SPSU) will facilitate the study, specifically with regard to obtaining past reports and surveys from state level department such as Drinking Water & Sanitation, Health, Rural Development, Panchayati Raj and Finance & State level agencies such as SPSU-Swajal Project, Uttarakhand Peyjal Nigam /Uttarakhand Jal Sansthan etc. if requested by the consultants and coordinating field visits. All other relevant project documentation and other sector related documentation



available with the SWSM would also be made available to the consultants. The district officials shall facilitate all process during the field visit, wherever necessary.

The Consultant shall verify the correctness and validity of the data/information before these are used. Apart from data/information provided by the client, the Consultants are responsible to collect all other data/information required under this assignment through field surveys and investigations.

The Consultants are expected to set up a dedicated office at Dehradun, preferably, in proximity to the location of the clients Office at their own cost. They may also have to set up an office in each of the other two regions as deemed necessary.

Any equipment and material purchased by the consultants wholly or partly with funds provided by the client, shall be the property of the client and shall be marked accordingly and returned to the client.

7- 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 successfully for which shortlisted bidders will be required to propose CVs and cost the same in their financial proposal separately. It is estimated that 14.5 person-months of key experts will be required to deliver a quality product.

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 |
|--------|-------------------------------------|---------------|---|---|------------|
| 1 | Team Leader cum water supply expert | 01 | BE in Civil Engineering with about 15 years 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. | 4 |
| 2 | Regional Planner | 01 | Post Graduate Degree in Regional Planning with 10 years' experience | He/She will lead the preparation of perspective plan and work in close collaboration with the team | 4 |

| | | | | | |
|--------------|--|----|--|--|-------------|
| | | | <i>in preparation of regional plans</i> | <i>members under the guidance of the Team Leader to produce the perspective plan for peri-urban areas and Master Plan for water supply, sanitation and SLWM.</i> | |
| 3 | Urban Planner | 01 | Post Graduate Degree in Urban Planning with 10 years' experience in preparation of urban plans | 07 years experience in preparation of perspective plan to produce the perspective plan for peri-urban areas and Master Plan for water supply, sanitation and SLWM. | 02 |
| 4 | Social Development Specialist | 01 | Post graduate in Social sciences/ MSW/ | 10 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 | 1.5 |
| 5 | Environmental Specialist | 01 | Post graduate in Environmental Science | 10 years working experience in environmental sector projects and worked at least in one World Bank financed project and familiar with the World Bank's environment safeguards requirements in projects | 1.5 |
| 6 | Sanitary cum Solid Liquid Waste Management (SLWM) Specialist | 01 | B.E. (Civil)/ Environment Engineering | Experience in planning, implementation of SLWM and Sewerage Projects with 05 years experience and have worked atleast in one externally aided project. | 1.5 |
| <i>Total</i> | | | | | <i>14.5</i> |

TEAM LEADER AND WATER SUPPLY EXPERT: IN ADDITION TO ABOVE HE/SHE SHOULD HAVE SERVED AS THE TEAM LEADER OR DEPUTY TEAM LEADER IN A MINIMUM OF TWO PROJECTS OF SIMILAR SCOPE AND COMPLEXITY. HE/SHE WILL BE RESPONSIBLE FOR OVERALL DELIVERY OF THIS ASSIGNMENT AND MANAGEMENT OF THE TEAM. HE/SHE WILL PROVIDE GUIDANCE TO THE TEAM TO DELIVER THE SERVICES IN AN EFFECTIVE MANNER, COORDINATION WITH THE CLIENT, REVIEW THE RELEVANT DATA, REPORTS PREPARATION AND PRESENTATION OF THE DELIVERABLES/REPORTS UNDER THE STUDY, EXECUTION OF WORK PLAN TO DELIVER THE PROJECT ON TIME AND TO THE SATISFACTION OF CLIENT.

Regional Planner: He/She will lead the preparation of perspective plan and work in close collaboration with the engineering team members under the guidance of the Team Leader and



Deputy Team Leader to produce the perspective plan for peri-urban areas and Master Plan for water supply, sanitation and SLWM.

Urban Planner: Total 07 years experience in preparation of perspective plan to produce the perspective plan for peri-urban areas and Master Plan for water supply, sanitation and SLWM.

Social Development Specialist: He/She should demonstrate experience of undertaking social assessment of at least one World Bank financed infrastructure project and demonstrate familiarly with the World Bank's social safeguards requirements in the projects.. He/She will ensure that the subproject planning, design and development targets the poor and other vulnerable sections of the society in an equitable fashion including targeting inclusive tariff setting. He/She will also ensure that subproject planning and designs are in line with the environment and social management framework (ESMF) among other tasks as assigned by the Team Leader.

Environmental Specialist: He/She should demonstrate experience of undertaking environmental assessment of at least one World Bank financed infrastructure project and demonstrate familiarly with the World Bank's environmental safeguards requirements in the projects. He/She will ensure that the subproject planning, design and development targets the poor and other vulnerable sections of the society in an equitable fashion including targeting inclusive tariff setting. He/She will also ensure that subproject planning, designs are in line with the environment and social management framework (ESMF) among other tasks as assigned by the Team Leader.

Sanitary cum Solid Liquid Waste Management (SLWM) Specialist: Experience in planning, implementation of SLWM and Sewerage Projects with 05 years experience and have worked at least in one externally aided project. He/She will assist the Team Leader in proper planning, designing of Solid Liquid Waste Management (SLWM) and Sewerage systems and are in line with the environment and social management framework (ESMF).

Key staff's inputs of 14.5 man months are estimated for the study.

8- REVIEW COMMITTEE AND ARRANGEMENT FOR REVIEW OF OUTPUTS

The Director, SPSU/Joint Executive Officer, State Water & Sanitation Mission or his nominee will be the chairperson of the Review Committee comprising of (i) Chief Engineer, SWSM, (ii) Finance Controller, SWSM/SPSU (iii) Unit Coordinator (Engineering), SPSU (iv) Representative of Uttarakhand Peyjal Nigam and (v) 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.



Enclosure-1

**List of Peri Urban Areas (Census Towns) for the study PREPARATION OF MASTER PLAN
FOR WATER SUPPLY, SANITATION AND SLWM FOR PERI-URBAN AREAS**

Part I: Growth Corridor: Dehradun-Rishikesh

| S.N. | Name of Peri Urban Area (Census Towns) (as per Census 2011) | Name of district |
|--------------------------------|---|------------------|
| 1 | Dhalwala | Tehri |
| 2 | Jiwangarh | Dehradun |
| 3 | Central Hope Town | Dehradun |
| 4 | Raipur | Dehradun |
| 5 | Natthan Pur | Dehradun |
| 6 | Mehu Wala Mafi | Dehradun |
| 7 | Natthuwa Wala | Dehradun |
| 8 | Rishikesh Dehat | Dehradun |
| 9 | Gumaniwala | Dehradun |
| 10 | Pratitnagar | Dehradun |
| 11 | Haripur Kalan | Dehradun |
| Stand alone Census Town | | |
| 12 | Kharak Mafi - Rishikesh | Dehradun |

Part II. Growth Corridor: Haridwar- Roorkee

| S.N. | Name of Peri Urban Areas (Census Towns) (as per Census 2011) | Name of district |
|------|--|------------------|
| 1 | Saidpura | Haridwar |
| 2 | Bangherimahabatpur | Haridwar |
| 3 | Nagala Imarti | Haridwar |
| 4 | Dhandera | Haridwar |
| 5 | Maohanpur Mohammadpur | Haridwar |
| 6 | Rawali Mahdood | Haridwar |
| 7 | Bahadarabad | Haridwar |
| 8 | Jagjeetpur | Haridwar |

Part III: Growth Corridor: Haldwani-Kathgodam

| S.N. | Name of Peri Urban Areas (Census Towns) (as per Census 2011) | Name of district |
|------|--|------------------|
| 1 | Fatehpur Range | Nainital |
| 2 | Mukhani | Nainital |
| 3 | Haldwani Talli | Nainital |
| 4 | Bithoriya No. 1 | Nainital |
| 5 | Kusumkhera | Nainital |
| 6 | Bamori Talli Bandobasti | Nainital |
| 7 | Gaujajali Uttar | Nainital |

APPENDIX B - KEY EXPERTS

| Sl. No | Position or Title | Name | Key qualifications | Man months |
|--------|--|--------------------------|---|------------|
| 1 | Team Leader cum water supply expert | Deepak Kr. Sharma | BE in Civil Engineering with about 15 years experience especially in institution, policy and sustainable development of Water supply & Sanitation services. | 4 |
| 2 | Regional Planner | Suhas Ramchandra Gokhale | Post Graduate Degree in Regional Planning with 10 years' experience in preparation of regional plans | 4 |
| 3 | Urban Planner | Santosh Chowdhary | Post Graduate Degree in Urban Planning with 10 years' experience in preparation of urban plans | 2 |
| 4 | Social Development Specialist | Vineet Pandey | Post graduate in Social sciences/ MSW/ | 1.5 |
| 5 | Environmental Specialist | Mayank Kumar | Post graduate in Environmental Science | 1.5 |
| 6 | Sanitary cum Solid Liquid Waste Management (SLWM) Specialist | Gyan Sagar | B.E. (Civil)/ Environment Engineering | 1.5 |



APPENDIX C – BREAKDOWN OF CONTRACT PRICE

| Sl No. | Particulars | Man months/ Nos. | Unit Rate (INR) | Amount (INR) |
|--|---|---------------------|-----------------|------------------|
| Remuneration | | | | |
| 1 | Deepak Kr. Sharma-Team Leader / Water Supply Expert | 4 | 3,30,000 | 13,20,000 |
| 2 | Suhas Ramchandra Gokhale-Regional Planner | 4 | 2,40,000 | 9,60,000 |
| 3 | Santosh Chowdhary-Urban Planner | 2 | 2,40,000 | 4,80,000 |
| 4 | Vineet Pandey- Social Development Specialist | 1.5 | 2,40,000 | 3,60,000 |
| 5 | Mayank Kumar- Environmental Specialist | 1.5 | 3,00,000 | 4,50,000 |
| 6 | Gyan Sagar- Sanitary cum Solid Liquid Waste Management Specialist | 1.5 | 1,20,000 | 1,80,000 |
| Sub Total- Key Staff Remuneration | | | | 37,50,000 |
| 7 | Chandan Kumar- Support Engineer | 4 | 72,000 | 2,88,000 |
| 8 | Rohit Rawat- Support Engineer | 4 | 60,000 | 2,40,000 |
| 9 | Neha Sharma- Financial Analyst | 1 | 60,000 | 60,000 |
| 10 | Nishant Kumar- Support Engineer | 4 | 30,000 | 1,20,000 |
| Sub Total- Support Staff Remuneration | | | | 7,08,000 |
| Total- Key & Support Staff Remuneration | | | | 44,58,000 |
| 11 | Out of Pocket Expenses | | | 7,70,000 |
| 12 | Drafting & other Expenses | | | 60,000 |
| Total- Other Expenses | | | | 8,30,000 |
| Total Remuneration and Other Expenses | | | | 52,88,000 |
| Plus GST as Applicable | | | | |

Minutes of the Negotiation meeting with M/s Studio Galli Ingegneria India Pvt. Ltd. in association with M/s Arshiya Consulting Engineers Pvt. Ltd for the assignment "Preparation of Master Plan for Water Supply, Sanitation and SLWM for Uttarakhand Water Supply Program for Peri-urban Areas"

Date: 7th June, 2018

Venue: Office of SPSU, SWSM Cell, 1st Floor, The Institution of Engineers (India) Building, Opposite ISBT, Saharanpur Road, Majra, Dehradun

Presence :-

- | | | |
|----|---------------------|---|
| 1. | Mr. P K Joshi | Finance Controller, SPSU, SWSM |
| 2. | Mr. M. Mustafa | Superintending Engineer, SPSU, SWSM |
| 3. | Mr. Munendra Badoni | Office Manager, SPSU, SWSM |
| 4. | Mr. Ramesh Panwar | Accountant, SPSU, SWSM |
| 5. | Mr. Anil Purohit | Financial Management Specialist, SPSU, SWSM |
| 6. | Mr. Saurabh Kumar | Procurement Specialist, SPSU, SWSM |
| 7. | Mr. Sagar Shah | Representative of M/s Studio Galli Ingegneria India Pvt. Ltd. |
| 8. | Mr. Deepak Sharma | Representative of M/s Arshiya Consulting Engineers Pvt. Ltd. |

The meeting is held on 7th June, 2018 with Mr. Sagar Shah, Representative of M/s Studio Galli Ingegneria India Pvt. Ltd. and Mr. Deepak Sharma representative of M/s Arshiya Consulting Engineers Pvt. Ltd. The representatives of both the firms have produced the authorization letter for negotiation and signing the contract on behalf of respective companies.

During the negotiation meeting discussion was made on following points:

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

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

(II) Discussion on Technical Proposal:

(a) Proposed Technical Approach and Methodology: The technical approach & methodology to complete the assignment would be as per the proposal given in ToR.

(b) Work Plan: The consultant has agreed to complete the work in four months.

(c) Suggestion to improve the ToR: The consultant has agreed with the contents of the Terms of References.

(d) Organization & Staffing, Staffing Schedule & Work Schedule: The consultant has agreed to provide the services of Team Leader, Regional Planner, Urban Planner, Social Development Specialist, Environmental Specialist and Sanitary cum Solid Liquid Waste Management Specialist as per requirement of the ToR.

(e) Logistics: All the logistical expenses will be met by the consultants however the concerned district officials will assist in the procurement of logistical services to the extent possible.

(h) **Reporting:** It has been agreed that the consultant will provide following reports:

| Activity | Time |
|--|--|
| <i>Inception report</i> | 2 weeks from the start date of contract |
| <i>Report on regional perspective plan for peri urban areas fulfilling the requirements of Task 1 of ToR.</i> | 10 weeks from the start date of contract |
| <i>Report on existing water supply, sanitation and Solid Liquid Waste Management (SLWM) situation of each region in project area with reference to Task 2 of ToR</i> | 14 weeks from the start date of contract |
| <i>Master plan for water supply, sanitation and Solid Liquid Waste Management (SLWM) with reference to Task 3 of ToR</i> | 16 weeks from the start date of contract |

(i) **Input & Facilities required from the SWSM Cell:** Necessary support as mentioned in Para 6 of ToR will be provided to the consultants.

(III) **Financial Proposal:** The financial proposal of the consultant has been found reasonable. The financial proposal of consultants is for Rs. 52,88,000/- (Rupees Fifty two lakh eighty eight thousand only) plus GST as applicable, This cost includes all the taxes but excludes GST. The client will deduct TDS as per Income Tax Act.

The payment will be made as follows:

| Payment No. | Outputs/deliverables | Timeline from the date of effectiveness | % | Amount in Rs. |
|--------------|--|---|-------------|---|
| #1 | <i>Submission & Acceptance of Inception report</i> | <i>3 weeks</i> | <i>10%</i> | <i>5,28,800/- plus GST as applicable</i> |
| #2 | <i>Submission & Acceptance of Draft report on analysis of existing situation of water supply and sanitation as per ToR Task 2</i> | <i>7 weeks</i> | <i>30%</i> | <i>15,86,400/- plus GST as applicable</i> |
| #3 | <i>Submission & Acceptance of Preparation and submission of Master Plan for water supply, sewerage and SLWM for all regions (Draft report)</i> | <i>12 weeks</i> | <i>40%</i> | <i>21,15,200/- plus GST as applicable</i> |
| #4 | <i>Submission & Acceptance of Final copy of report of master Plan for water supply, sewerage and SLWM.</i> | <i>16 weeks</i> | <i>20%</i> | <i>10,57,600/- plus GST as applicable</i> |
| <i>Total</i> | | | <i>100%</i> | <i>52,88,000/- plus GST as applicable</i> |

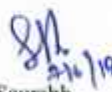
The consultants will raise the bill after submission of above reports.

(IV) Agreement on Draft Contract:

The draft contract has been prepared and agreed by both the parties. The assignment period will start from 08th June, 2018 and conclude on 7th October, 2018.

The above minutes and financial proposal will be construed an integral part of Contract.

It was agreed that the above agreement would be effective on confirmation of competent authority.


(Saurabh
Kumar)
Procurement
Specialist


(Anil
Purohit)
FMS


(Ramesh Purohit)
Accountant


(Munendra
Badoni)
Office Manager


(M. Mustafa)
Superintending Engineer


(P K Joshi)
Finance Controller


Authorized Signatory of
M/s Studio Galia
Ingegnoria India Pvt. Ltd.


Authorized Signatory of
M/s Arshiya Consulting
Engineers Pvt. Ltd.

