

CONTRACT

Project Management Consultancy 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. 10/Consultancy Services/2020-21

Between

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

And

M/s SAMAN India E&C Pvt. Ltd. , 616, OCUS QUANTUM, Sector- 51, Gurgaon, Haryana- 122018 in JV with ARKITECHNO Consultants (India) Pvt. Ltd., N-3/91, IRC Village, Nayapalli, Bhubaneshwar, Odisha

Dated: 15th October, 2020

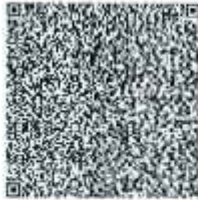


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Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL84178702664778S
Certificate Issued Date	: 24-Sep-2020 12:26 PM
Account Reference	: IMPACC (IV)/dl717803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL71780375506592443986S
Purchased by	: ARKITECHNO CONSULTANTS INDIA PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ARKITECHNO CONSULTANTS INDIA PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: ARKITECHNO CONSULTANTS INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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This CONTRACT (hereinafter called the "Contract") is made the 15th day of the month of **October, 2020**, between, on the one hand, **State Program Support Unit, State Water & Sanitation Mission, Uttarakhand** (hereinafter called the "Client and, on the other hand, a entity, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this

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Statutory Alert

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

Contract, namely, *M/s SAMAN India E&C Pvt. Ltd. In JV with ARKITECHNO Consultants (India) Pvt. Ltd.* (hereinafter called the "Consultant").

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line.

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

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

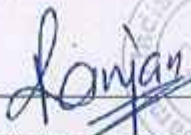
For and on behalf of *State Program Support Unit, State Water & Sanitation Mission, Uttarakhand*



Uday Raj Singh, Program Director, SPSU

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

M/s SAMAN India E&C Pvt. Ltd.



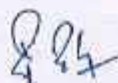
Mr. Ranjan Verma, General Manager (Authorised Representative)

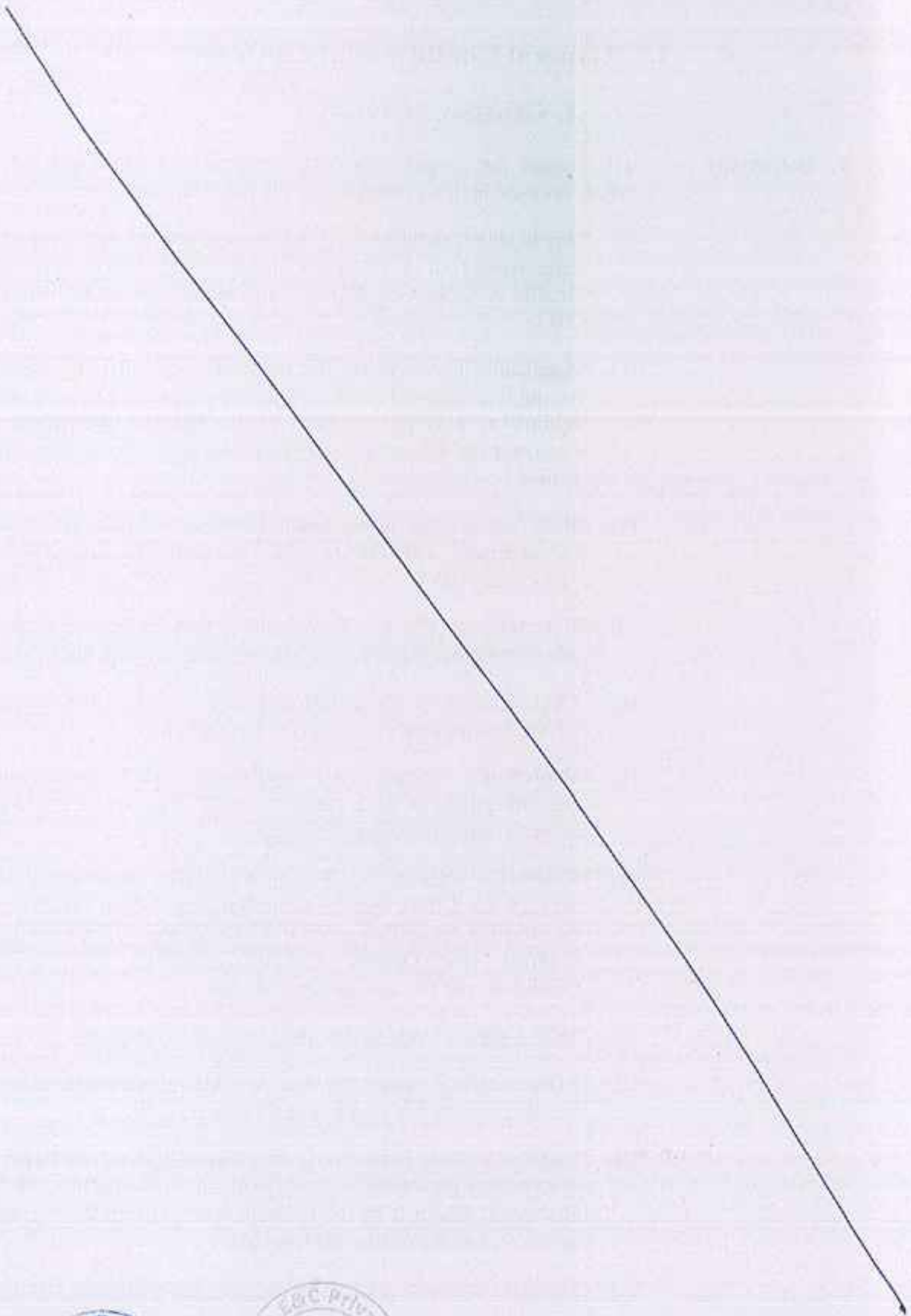
ARKITECHNO Consultants (India) Pvt. Ltd.



Mr. Rajesh Roy Choudhary, Managing Director (Authorised Representative)

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I. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

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



of the Client's country.

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

2. Relationship between the Parties

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

3. Law Governing

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

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

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 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 thirty (30) 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

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obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

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

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

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

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

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

18. Penalty & Suspension

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

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

18.2. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

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

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least

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Signature

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thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant

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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

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Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

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

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

b. Law Applicable to Services

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

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

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

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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**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to

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- Conflicting Activities** disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)



26. Reporting Obligations

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

27. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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

28. Equipment, Vehicles and Materials

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

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

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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 Unless otherwise specified in the SCC, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to

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perform the Services.

- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

33. Access to Project Site

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

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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 unless it is

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stated otherwise in the SCC.

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

40. Currency of Payment

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

41. Mode of Billing and Payment

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

41.2 The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the SCC.

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

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

41.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report 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. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

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

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

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

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

45. Dispute Resolution

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






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II. General Conditions

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

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

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

"Fraud and Corruption

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

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

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

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

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

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



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

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

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

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



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

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

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II. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English
6.1 and 6.2	<p>Client : State Program Support Unit, State Water & Sanitation Mission, Uttarakhand, 1st Floor, The Institution of Engineers (India) Building, Opposite ISBT, Saharanpur Road, Majra, Dehradun</p> <p>Attention : Mr. Uday Raj Singh, Program Director</p> <p>Phone : 0135-2643381</p> <p>E-mail : swsm.uttarakhand@gmail.com</p> <p>Consultant : M/s SAMAN India E&C Pvt. Ltd. , 616, OCUS QUANTUM, Sector- 51, Gurgaon, Haryana- 122018 in JV with ARKITECHNO Consultants (India) Pvt. Ltd., N-3/91, IRC Village, Nayapalli, Bhubaneshwar, Odisha</p> <p>Attention : 1. Mr. Rajesh Roy Choudhury, Managing Director 2. Mr. Ranjan Verma, General Manager</p> <p>Phone : 9437011012, 9313906018, +91-011-41612820</p> <p>E-mail : business@arkitechno.com, delhi@arkitechno.com, overseas@samaneng.com</p>
8.1	Not Applicable
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Mr. Uday Raj Singh, Program Director, SPSU</p>



	<p>For the Consultant: Mr. Ranjan Verma, General Manager</p> <p>M/s SAMAN India E&C Pvt. Ltd</p> <p>Mr. Rajesh Roy Choudhury, Managing Director,</p> <p>M/s ARKITECHNO Consultants (India) Pvt. Ltd.</p>
11.1	<p>On the date of signing of Contract, the successful Firm, shall furnish the Performance Security of 5% Rs. 7,72,650 (Seven Lakh Seventy Two Thousand Six Hundred Fifty only) in the name of Uttarakhand Water Supply Program, SWSM, Dehradun in accordance with the percentage specified. Failure of the successful Firm to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event the Client may award the Contract to the next lowest evaluated Firm, whose offer is substantially responsive and is determined by the Client to be qualified to perform the Consultancy services satisfactorily</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be: 30 Days.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be Fifteen 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 11 months till submission of Completion Report of the assignment which will be mutually agreed.</p>



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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>No additional provisions. <i>/OR</i> The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "law of land".</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of Rs. 154.53 Lakhs.</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of "in accordance with the applicable law in India";</p> <p>(c) Third Party liability insurance, with a minimum coverage of "in</p>

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	<p>accordance with the applicable law in India”);</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 (iii) any documents prepared by the Consultant in the performance of the Services.</p>																		
38.1	The Contract price is: INR 1,54,52,910/- (One Crore Fifty Four Lakh Fifty Two Thousand Nine Hundred Ten Only) exclusive of GST.																		
39.1 and 39.2	Not applicable																		
41.2	<p>The payment schedule:</p> <table><tr><th>S. No.</th><th>Indicative Reporting Requirement*</th><th>Timeline**</th></tr><tr><td>1.</td><td>Action Plan Report with agency-wise wise Implementation schedule of the project</td><td>T0 + 30 days</td></tr><tr><td>2.</td><td>Monthly Report on the activities carried out by Key Staff</td><td>Ongoing Submission: Last Friday of every month</td></tr><tr><td>3.</td><td>Agency-wise/scheme-wise Quarterly Progress Report</td><td>Ongoing</td></tr><tr><td>4.</td><td>Annual Progress Report</td><td>Ongoing</td></tr><tr><td>5.</td><td>Completion Report</td><td>One month before the contract completion period</td></tr></table> <p>**T₀ is the date of signing of the contract.</p> <p>The payment should be made to the firm on acceptance of monthly report and submission of monthly Bill.</p>	S. No.	Indicative Reporting Requirement*	Timeline**	1.	Action Plan Report with agency-wise wise Implementation schedule of the project	T0 + 30 days	2.	Monthly Report on the activities carried out by Key Staff	Ongoing Submission: Last Friday of every month	3.	Agency-wise/scheme-wise Quarterly Progress Report	Ongoing	4.	Annual Progress Report	Ongoing	5.	Completion Report	One month before the contract completion period
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4.	Annual Progress Report	Ongoing																	
5.	Completion Report	One month before the contract completion period																	
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. In case of dispute or difference arising between the Client and Consultants relating to any matter arising out of or connected</p>																		



	<p>with the Contract, such dispute , the arbitrator shall be Secretary, Department of Drinking Water & Sanitation, Govt. of Uttarakhand</p> <p>2. Any of the dispute proceedings will be attended at the Jurisdiction of Dehradun.</p> <p>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.</p>
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III. Appendices

APPENDIX A – TERMS OF REFERENCE

Section 7.

Terms of Reference For Engaging Project Management Consultancy (PMC)- [Firm]

Background

The Government of Uttarakhand (GoUK) has received funding from the World Bank to support the Uttarakhand Water Supply Program for Peri-Urban Areas (the 'Program'), and intends to apply part of the proceeds for Project Management Consultancy services under the Program.

The Program is designed using the World Bank's lending instrument (Program-for-Results) in which disbursements are linked to achievement of pre-agreed results (hereinafter called disbursement-linked results or DLRs) against pre agreed Disbursement Linked Indicators (or DLIs).

The Program cost is US \$ 150 million (World Bank share: USD 120 million and Govt. of Uttarakhand share: USD 30 million). The Program will support the GoUK Water Supply Program for Peri-Urban Areas over a six year period (2018-23). Twenty two peri-urban areas in Five Districts of Uttarakhand have been selected for the Program. The infrastructure components are being implemented by the Uttarakhand Peyjal Nigam (UJN) and Uttarakhand Jal Sansthan (UJS) and/or through private operators and other components through State Water & Sanitation Mission (SWSM)/State Program Support Unit (SPSU).

The Program Appraisal Document giving information about the project is available at : http://swajal.uk.gov.in/files/pdf/PAD_UWSP_For_Peri_Urban_Areas.pdf

Objectives of the Assignment

The selected Consultant will be selected using Government of Uttarakhand Procurement Rules, 2017 and will provide expert support in *inter alia* technical, fiduciary, managerial, community development, contract management and monitoring functions of SWSM foreffective project implementation and management to facilitate successful delivery of outcomes under the Uttarakhand Water Supply Program (UWSP) for peri urban areas. The key objectives of the assignment are as follows:

1. Take initiative under the overall guidance of SWSM/SPSU/UJN/UJS and proactively provide support for strengthening project management capacity and capability at the state level and



within SWSM at the state and district levels for effective planning, implementing, monitoring and management of various schemes under the Program.

2. Provide proactive operational assistance to SWSM/SPSU/UJN/UJS in overall coordination, design and construction supervision, procurement, environment aspects/issues, community development, capacity building and knowledge management, Management Information System, review and performance monitoring through the manual reports/online reports/M&E portal, suggest improvements in the monitoring systems, and provide advice for program management and coordination so as to maximize efficiency of Implementation of the UWSP.

Duration of the Assignment

The expected duration of the assignment is 11 months with a further extension of 22months depending on need and performance.




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Detailed Scope of Services

The support would encompass assistance in Program Management Support, Technical Support, Environmental Management Support, Procurement Management Support, Management Information System and Community Development, IEC, capacity building support, etc. The tasks for providing the above support include, but are not limited to the following :

A. Programme Management Support

1. Undertake all project management related activities at the state level including planning, management of the UWSP and monitoring the progress and implementation of the Program
2. Assist SWSM/SPSU/UJN/UJS in ensure the Program for results (PforR) framework is implemented effectively across all schemes and to ensure timely completion of activities in line with the World Bank requirements
3. Assist SWSM in institutional coordination, with UJS, UJN,IVA and other agencies involved in the implementation of UWSP
4. Carry out SWOT analysis and apply other project management tools to identify weakness and threats as experienced in UWSP.
5. Provide advisory support to SWSM/SPSU/UJN/UJS on overall planning, design, procurement, monitoring etc. to be followed by both the implementing agencies for all the schemes
6. Assist SWSM/SPSU/UJN/UJS in ensuring that all the contractual obligations laid out by the World Bank are being followed across each of the Disbursement Linked Indicators laid out by WB under PforR framework.
7. Facilitate development of scheme specific implementation plans and track progress, assist in reporting progress to the World Bank and establish effective mechanisms for tracking fund disbursements.
8. Advise the various implementing agencies for programmanagement and coordination so as to maximize efficiency of Implementation
9. SupportSWSM/SPSU/UJN/UJS in looking after legal and financial aspect of tendering system, agreement and arbitration process.
10. Assist/ Monitor the MIS modules being developed under the WB funded M&E portal sanctioned under the peri urban water supply programme and track progress in terms of physical, financial targets and against overall monitoring parameters.
11. Also shall look after the IT systems developed or to be developed by the department.
12. Suggest improvements in system requirements, undertake change request, assist in requirement gathering and updates in M&E portal from time to time.
13. Report on progress of the Programme (reforms, financial disbursements and other relevant indicators) and flag issues to the SWSM/SPSU/UJN/UJS. Technical assistance for analysis of the M&E systems , for tracking and reporting progress of the ongoing Water Supply Schemes through the M&E system and provide inputs for



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strengthening the systems, undertake data-gap analysis and support developing of strategies to bridge data gaps.

14. Assist SWSM/SPSU/UJN/UJS in finalizing of the ToRs, RFPs for appointment of various agencies under UWSP
15. Supervise and monitor the projects and contracts awarded and assist SWSM/SPSU/UJN/UJS in reporting to WB
16. Any other job, which arises in due course of execution of the job assignment.

B. Technical Support

1. Technical support will be in the areas of monitoring and guiding setting up water supply assets, O&M, Contract Management and formulate the strategies for the timely achievements of the targets of Disbursement linked Indicators as per the Program Appraisal Document.
2. Provide technical inputs for the techno-economically viable designing, planning and implementation of the schemes to suit the requirements of the drinking water sector of Peri-Urban areas in accordance with the strategy of the Uttarakhand Government as per the Uttarakhand Water Supply Program for Peri-Urban Areas.
3. Guide the implementing agencies to prepare proposals for (a) replacing and rehabilitating the existing water supply infrastructure, (b) construction of new systems, (c) O&M of commissioned schemes by building capacities of stakeholders.
4. Support in monitoring and review of the progress in terms of physical and financial targets and against overall monitoring parameters
5. Shall assist in organizing various meetings of under the program.
6. To assist in Quality assurance and quality control of the various water supply schemes implemented by the implementing agencies.
7. Review the Detailed Project reports submitted by the implementing agencies based upon the baseline data. Review and guide PIUs & FIUs staff in reviewing proposals with regard to technology components.
8. Assist the FIU engineers to carry out engineering survey and in preparation of DPRs during implementation Phase. Ensure that proposals framed follow the technical guidelines and specifications agreed with the World Bank.
9. Provide advice to Engineers and community during construction of work in completing the works of good quality and as per specifications.
10. Assist SPSU/SWSM in the performance of their tasks in capacity building of FIU and PIU, studies, or other assigned activities.
11. Any other job, which arises in due course of execution of the job assignment.

C. Environment and Water Quality Support

1. Support SWSM/SPSU/UJN/UJS to implement program actions identified through the Environment and Social Systems Analysis (ESSA) of the project.
2. Ensure overall implementation of existing environmental management procedures under the Uttarakhand Peri-Urban Water Supply Program



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3. Incorporate appropriate environmental safeguards while developing master plans, and ensure its compliance to environmental legislations
4. Identify, where required, additional environment safeguards and their implementation actions for project level, while developing master plan, that might not already be a part of existing environmental codes of practice for the programme and ESSA
5. Prepare, as required, additional guidance for environmental management under the Programme
6. Coordinate with relevant state level agencies to support implementation and integration of environmental needs identified as a part of program/project needs, the ESSA, and as a part of master plan development and M&E actions under the project
7. Identify schedule for M&E actions for environment safeguards and develop formats for identified M&E actions.
8. Monitor implementation of identified actions of project Environmental Due Diligence Plans (EDDPs), and as identified in the ESSA
9. Identify any concerns that might arise from M&E reports and develop appropriate corrective actions, and implementation plan for actions
10. Identify required capacity building requirements and training modules to ensure adequate capacity for implementation of environmental safeguards
11. Identify and coordinate with relevant institutes to for provision of required training activities
12. Identify required training and capacity building schedules for staff under the Program
13. Monitor implementation of training program and schedules.
14. Overall the Environmental Support is responsibility for quality control of the environmental management components of the program.
15. Any other job, which arises in due course of execution of the job assignment.

D. Community Development Support

1. Orientation of implementing partners on the 'guiding principles' covering issues of inclusion, gender, participation, transparency, and accountability and on the roles and responsibilities of the implementing partners;
2. To disseminate about the features of the program to the community and inform about the pros of the program
3. To motivate the community to take individual water supply connections from the new schemes and inform the community about the service levels/ benefits of the new water supply schemes.
4. To assist implementing agencies the issues/ grievances of the community during implementation phase.
5. Rapport building and awareness generation through communication program;
6. Social mobilization to strengthen community engagement;
7. Social mobilization of women to facilitate prioritization of their needs in the Program interventions;
8. Establishing grievance redressal mechanism and creating awareness about it among the communities;



9. Capacity building of stakeholders including community based organizations comprising, Self Help Groups (SHGs), Non-Government Organisations (NGOs) and Resident Welfare Associations (RWAs).
10. Provide inputs for enhancement of existing grievance management and citizen feedback systems, analyze data and recommend actions for grievance redressal, strengthening the capacity building and communication program design.
11. Any other job, which arises in due course of execution of the job assignment.

E. Procurement Support

1. Assist in all tasks involved in public procurement under the Program following Uttarakhand Procurement Rules 2017 as updated from time to time, as needed and as directed by the UJN/ UJS.
2. Support in contract management for the contracts awarded by the UJN/UJS under the program.
3. Prepare procurement performance and contract management reports as required for all the progress reports.
4. Prepare procurement plan for the program to be followed by UJN/UJS.
5. Assist organize procurement trainings for the key staff in UJN/UJS.
6. Obtain clearance on procurement related matters for the State Government and the World Bank as required.
7. Handle procurement related complaints in accordance with the agreed protocol.
8. Any other job, which arises in due course of execution of the job assignment.

F. Financial Support

1. Review financial progress of the program and provide comments/ suggestions/ remarks etc.
2. Assist UJN/ UJS in financial reporting and in coordination with various FIUs on the financial issues.
3. Assist to Finance Director UJN/ UJS in planning and grant calculations.
4. Review annual audit reports and provide observations and comments.
5. Identify capacity building needs and help in organizing necessary trainings.
6. Assist the Management in financial management issues raised by the donor agencies.
7. Assist the Management in appointment of statutory and internal auditor.
8. Coordinate the work of auditors and implementing agencies.
9. Monitor the financial report submitted by the implementing agencies.
10. Provide corrective measures or advice/ suggestions to Implementing Agencies.
11. Assist the implementing agencies to ensure effective financial management and accounting functions.
12. Assess the training needs of all the Institutions involved in Rural Water Supply & Sanitation.
13. Prepare monthly Financial Management Reports on the basis of report furnished by the Implementing Agencies.



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14. Prepare quarterly Financial Management Reports and Reimbursement Claims to the World Bank on the basis of report and claims furnished by the Implementing Agencies.

G. Management Information System Support

1. Contribute in design and implementation of M&E System as per the program guidelines.
2. Support in development of M&E Systems including IT platforms and APPLICATIONS.
3. Support in development of P-IMIS and website of SWSM in consultation of NIC team.
4. Develop and implement Capacity building program for the State and District teams in M&E.
5. Monitor and report project progress including the fiscal and financial targets, and against overall monitoring parameters.
6. Support the development and monitoring of annual work plans and budgets including annual milestones.
7. Facilitate state and district staff in proving accurate and timely data in the M&E System.
8. Prepare consolidated progress reports for project management including identification of problems, causes of bottle necks in the project implementation and providing specific recommendations.
9. Provide inputs for enhancement of existing grievance management and citizen feedback systems, analyze data and recommend actions for grievance redressal, strengthening the capacity building and communication program design.
10. Any other job, which arises in due course of execution of the job assignment.

Team Composition, Minimum Qualifications and Experience

SWSM will assess the demonstrated experience and capacity of interested consulting firms applying for this assignment.

The Consultant will be expected to deploy sufficient amount of manpower required to successfully deliver the tasks to ensure credible verification. An indicative manpower requirement for the assignment of entire 11 months' duration must include Key Experts of suitable qualifications and experience for the key positions tabulated below :

Key Position	Position Title	Minimum Qualification And Desired Qualification	Number of Positions	Indicative Person Months per Position	Total Indicative Person Months
K-1	Team Leader	B. Tech/BE in Civil Engineering and M. Tech Environmental Engineering with minimum 10	01 (For SPSU/SWSM)	11	11



		<p>years professional experience in water supply projects in planning, design, implementation, procurement, supervision, quality control with proven record of project management and latest engineering practices in the field of construction & maintenance of water supply sector with Good presentation/ communication skills in English & Hindi.</p> <p>Should have experience in leading a multi-disciplinary team of professionals.</p> <p>Strong leadership, administration, analytical, communications, interpersonal and project management skills.</p> <p>Should be less than 60 years of age.</p> <p>At least 02 year Experience of working on externally aided projects.</p>			
K-2	Consultant (Engineering)	<p>Bachelor of Engineering in Civil or equivalent.</p> <p>At least 05 years professional experience in drinking water supply sector.</p> <p>Experience of at least 01 year working on State Government/ Central Government/ Public sector projects.</p> <p>Should be willing to travel as part of the duty for at least 50% of the time.</p> <p>Should be less than 60 years of age.</p> <p>Strong communications, interpersonal skills.</p> <p>Knowledge of MS office and Internet is essential.</p>	01 (For SPSU/SWSM)	11	11
K-3	Consultant (Environment)	<p>Masters of Science/M.Tech. Environment.</p> <p>At least 05 years' professional</p>	05 (2 for PIU, 2 for FIU UJN and 1 for FIU)	11	55




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		<p>experience after completion of Post-Graduation.</p> <p>Experience of at least 01 year working on externally aided projects.</p> <p>Knowledge of MS office and Internet is essential.</p> <p>Previous experience in similar projects is desirable.</p>	UJS)		
K-4	Consultant (Community Development & IEC)	<p>Post-Graduation in Sociology or Masters of Social Work or Social Science. At least 10 years social work experience after completion of Post-Graduation.</p> <p>Experience of at least one year working on externally aided projects.</p> <p>Strong communications, interpersonal skills.</p> <p>Knowledge of Hindi & English typing, MS office and Internet is essential.</p>	06 (1 for SPSU, 2 for PIU, 2 for FIU UJN and 1 for FIU UJS)	11	66
K-5	Consultant (Procurement)	<p>B. Tech/B.E. (Civil Eng.) with minimum 08 years post qualification professional experience in Procurement and Contract management in public sector.</p> <p>Experience of at least 01 year working on externally aided projects.</p> <p>Strong communications, interpersonal skills.</p> <p>Experience of working in externally aided projects is preferred.</p>	02 (01 for PIU UJN & 01 for PIU UJS)	11	22
K-6	Consultant (MIS)	<p>Master of Computer Application or B. Tech (Computer Engineering) with at least 05 years professional experience in development of M&E System.</p> <p>Experience of at least 01 year working on externally aided</p>	1 for SPSU	11	11



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		projects. Strong communications, interpersonal skills. The expert should also have knowledge and experience in monitoring and evaluating programs including indicator development, study design and data analysis.			
K-7	Consultant (Finance)	M.com or CA (Inter) with 10 years professional experience in Externally Aided Project/Govt. projects. Should be well versed with working on Tally and Knowledge of MS office and Internet is essential. Knowledge of written and spoken English and Hindi languages.	1 for SPSU/UJN/UJS	11	11
	Total		17		187

While evaluating Technical proposals, CVs of the Key Experts proposed by the Consultant will be evaluated with respect to the indicative qualification and experience specified for each position in the above table.

The key experts deployed after completion of the selection process may not be relocated/transferred/substituted by firm without the prior permission of the SPSU/SWSM, so as to ensure smooth work flow and continuity.

Reporting Requirements, Deliverables and Timelines

The Project Management Consultant will report to Program Director and submit the following reports within the timelines stipulated below.

- [i] Within 30 days of starting the assignment, the selected firm will prepare a detail Action Plan report. The report shall include
- A detailed work plan and implementation schedule for the Program at State and District Level;
 - Priority action points to start an effective implementation of the Program with output/outcomes with proposed timelines;



[ii] The selected firm will be required to prepare and submit scheme-wise quarterly and annual progress reports to SSPU/SWSM. The quarterly progress reports shall be submitted in the first week of the month starting the next quarter and the annual report in the first fortnight of the month starting next financial year. The reports shall be able to cover the following issues to the extent possible:

- Summary of main issues and obstacles, including recommended corrective action;
- Summary of project progress, key accomplishments, including financial snapshots and progress against results framework;
- Progress and activities of the vendors including details of work;
- List of invoices issued by vendors and the status;
- Progress of systems development and other deliverables;
- Planned activities for the next reporting period;
- Changes in the scope of the Project and scope of services, including the list of issued change orders, if any;
- Annexes (plans, schedules, progress photographs)

[iii] In case further information is sought from SSPU/SWSM on the submitted report, the selected Project Management Consultant shall reply within 1 week of such requirement received from the Ministry of Food Processing Industries.

[iv] A final completion report outlining the objectives and goals of the Program, and the contribution of the PMC with regard to tasks outlined in this document, issues faced, how they were overcome and overall contribution in achievement of Program results and outcomes.

[v] The indicative timelines for the reports are given in Table below:

S. No.	Indicative Reporting Requirement*	Timeline**
1.	Action Plan Report with agency-wise/scheme-wise Implementation schedule of the project	T0 + 30 days
2.	Monthly Report on the activities carried out by Key Staff	Ongoing Submission: Last Friday of every month
3.	Agency-wise/scheme-wise Quarterly Progress Report	Ongoing
4.	Annual Progress Report	Ongoing
5.	Completion Report	One month before the contract completion period

****T₀ is the date of signing of the contract.**

Data, Services and Facilities to be provided by the client

[i] SSPU/SWSM/UJN/UJS shall provide access to all available relevant previous studies, reports, documents and contracts related to the Program on request basis. The consultant shall in turn, verify the relevance and correctness of the data/information provided by



the Client and satisfy themselves about the accuracy of data/information/material before these are used by them. Data/information /material /documents provided to the consultant shall remain the property of the originating agency and shall be provided solely for the purpose of the work to be done under this contract. All such borrowed material shall be returned to SPSU/ SWSM/UJN/UJS upon completion of the assignment. Apart from data/information /documents provided by the SPSU/ SWSM/UJN/UJS, and that which the consultant could procure from other agencies, the consultant is responsible to collect any other/ information required for the assignment, through field survey and investigations.

- [ii] Assistance with arranging meetings with local Government official and other Government authorities as necessary during the course of the consultant's work.
- [iii] Seating space for the Consultant/Expert.
- [iv] The Computer/laptop shall be provided.
- [v] Internet ports for laptop/Computer will be provided.

Composition of review committee and review procedure to monitor Consultants Work

Payments

The client shall pay to the Consultant (i) remuneration that shall be determined on the basis of the actual time spent by each expert in the performance of the services after the commencing of services or such other date as the parties agree in writing, and (ii) reimbursable expense that are actually and reasonably incurred by the consultant in the performance of the services of which the prior approval is obtained from client.

Review of Performance

The performance of the Consultant under the assignment shall be subject to periodical review and shall be adjudged on the basis of work assigned and completed as per the scope of services. The consultant shall maintain a diary (hand written or computerized) wherein the details of work done/outputs given shall be entered on a daily basis. The diary shall have to be put up on fortnightly basis before the officer who is administering the contract. This diary will be property of SPSU/SWSM and which will be deposited in the office. The performance report will be given by the officer, who is administering the contract, reviewed by the SWSM/SPSU/UJN/UJS and accepted by the Program Director, SPSU, SWSM.




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APPENDIX B - KEY EXPERTS

S. No.	Names	Position
1	Mr. Kamal Mehandi Ratta	Team Leader
2	Mr. Rahul Ghodeshwar	Consultant (Engineering)
3	Dr. Pradeep Kumar Sharma	Consultant (Environment) - 1
4	Shailendra Bhandari	Consultant (Environment) - 2
5	Rajesh Kumar	Consultant (Environment) - 3
6	Dr. Shradha Panwar	Consultant (Environment) - 4
7	Rakesh Kumar Satapathy	Consultant (Environment) - 5
8	Hrushikesh Patra	Consultant (Community Development & IEC)-1
9	Manish kumar Tripathi	Consultant (Community Development & IEC)-2
10	Pallavi Joshi	Consultant (Community Development & IEC)-3
11	Raghubir Singh	Consultant (Community Development & IEC)-4
12	Rakesh Kumar Bhatt	Consultant (Community Development & IEC)-5
13	Dr. Yogesh Mahor	Consultant (Community Development & IEC)-6
14	Ankur Nanda	Consultant (Procurement) -1
15	Panchal Viral Tribhovandas	Consultant (Procurement) -2
16	Deepak Kumar Mishra	Consultant (MIS)
17	C.A. R. Shreekumar	Consultant (Finance)



APPENDIX C – BREAKDOWN OF CONTRACT PRICE

Sl. No.	Item Description	No. Of Positions	Person Months per position	Unit Price INR	Total Amount without Taxes in Rs.
1	Team Leader	1	11	241000.00	2651000.00
2	Consultant (Engineering)	1	11	85000.00	935000.00
3	Consultant (Environment)	5	11	64000.00	3520000.00
4	Consultant (Community Development & IEC)-6	6	11	64000.00	4224000.00
5	Consultant (Procurement)	2	11	100000.00	2200000.00
6	Consultant (MIS)	1	11	65000.00	715000.00
7	Consultant (Finance)	1	11	109810.00	1207910.00
Total					15452910.00
Quoted Rates in Words: One Crore Fifty Four Lakh Fifty Two Thousand Nine Hundred Ten Only exclusive of GST					

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

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




Finance Controller
State Water & Sanitation Mission
Dehradun



Sanjay



[Signature]
Finance Controller
State Water Supply & Sewerage Board
Dehradun
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Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: Program Director, State Program Support Unit/SWSM, First Floor, The Institution of Engineers (India) Building, Opposite ISBT, Dehradun -249002

Name of Work: Project Management Consultancy under UWSF for Peri Urban Areas

Contract No: 10/Consultancy Services/2019-20 (Tender ID: 2019_SPSU_21708_1)

Name of the Bidder/ Bidding Firm / Company :	M/s. SAMAN India E&C Pvt. Ltd. in JV with M/s. ARKITECHNO Consultants (India) Pvt. Ltd
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PRICE SCHEDULE

1. This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.

2. The consultant/ firm shall quote consultancy fee for each Consultant separately inclusive of all expenses. The Payment schedule mentioned in RFP Section 7 ToR will be applicable.

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	UNIT PRICE INR	NUMBER #	TOTAL AMOUNT	TEXT #
Sl. No.	Item Description	Quantity	Units	Person Months per Position	Rs. P	Without Taxes In	Rs. P	In Words	
1	2	4	5	6	13	53			55
1	Team Composition under Project Management Consultancy mentioned below								
1.01	Team Leader	1	Nos	11	241000.00	2651000.00		INR Twenty Six Lakh Fifty One Thousand Only	Only
1.02	Consultant (Engineering)	1	Nos	11	85000.00	935000.00		INR Nine Lakh Thirty Five Thousand Only	Only
1.03	Consultant (Environment)	5	Nos	11	64000.00	3520000.00		INR Thirty Five Lakh Twenty Thousand Only	Only
1.04	Consultant (Community Development and IEC)	6	Nos	11	64000.00	4224000.00		INR Forty Two Lakh Twenty Four Thousand Only	Only
1.05	Consultant (Procurement)	2	Nos	11	100000.00	2200000.00		INR Twenty Two Lakh Only	Only
1.06	Consultant (MIS)	1	Nos	11	65000.00	715000.00		INR Seven Lakh Fifteen Thousand Only	Only
1.07	Consultant (Finance)	1	Nos	11	109810.00	1207910.00		INR Twelve Lakh Seven Thousand Nine Hundred & Ten Only	Only
Total in Figures						15452910.00		INR One Crore Fifty Four Lakh Fifty Two Thousand Nine Hundred & Ten Only	

Quoted Rate In Words

INR One Crore Fifty Four Lakh Fifty Two Thousand Nine Hundred & Ten Only

Saman - Arkitechno Joint Venture

Authorised Signatory

Finance Controller
State Water & Sanitation Mission
Dehradun

STUDY UNIT ON THE HISTORY OF THE

WORLD OF THE

Minutes of the Contract signing meeting with M/s SAMAN India E&C Pvt. Ltd. in JV with ARKITECHNO Consultants (India) Pvt. Ltd. for the assignment "Project Management Consultancy under Uttarakhand Water Supply Program for Peri-urban Areas"

Date: 15th October, 2020

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

Presence :-

- | | |
|-----------------------------|--|
| 1. Mr. Uday Raj Singh | Program Director, SPSU/ SWSM |
| 2. Mr. Manmohan Mainali | Finance Controller, SPSU/ SWSM |
| 3. Mr. M. Mustafa | Superintending Engineer, SPSU |
| 4. Mr. Sunil Tiwari | Executive Engineer, SPSU |
| 5. Mr. Vinod Khali | Manager (Accounts), SPSU |
| 4. Mr. Saurabh Kumar | Procurement Specialist, SWSM |
| 5. Mr. Rajesh Roy Choudhary | Managing Director, representative of M/s SAMAN India E&C Pvt. Ltd. in JV with ARKITECHNO Consultants (India) Pvt. Ltd. |
| 6. Mr. Ranjan Verma | General Manager, representative of M/s SAMAN India E&C Pvt. Ltd. in JV with ARKITECHNO Consultants (India) Pvt. Ltd. |

The meeting is held on 15th October, 2020 with Mr. Rajesh Roy Choudhary, Managing Director and Mr. Ranjan Verma, General Manager, representatives of M/s SAMAN India E&C Pvt. Ltd. in JV with ARKITECHNO Consultants (India) Pvt. Ltd. The representative of the firm has produced the authorization letter for signing the contract on behalf of M/s SAMAN India E&C Pvt. Ltd. in JV with ARKITECHNO Consultants (India) Pvt. Ltd.

During the meeting discussion was made on following points:

(I) Performance Security:

M/s SAMAN India E&C Pvt. Ltd. in JV with ARKITECHNO Consultants (India) Pvt. Ltd. has furnish the Performance Security of Rs. 7,72,645=00 (Seven Lakh Seventy Two Thousand Six Hundred Forty Fifty only) in the form of unconditional Bank Guarantee of State Bank of India from a Nationalized/Scheduled Bank of India in favor of Uttarakhand Water Supply Program, SWSM, Dehradun with Bank Guarantee No. 1157320BG0000028 with validity till 31/10/2021 which is valid for a period of 12 months from date of signing of the Contract.

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

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

(III) Discussion on Technical Proposal:

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

(b) **Work Plan:** The consultant has agreed to provide the consultants over the period of 11 months starting from 01st November, 2020 to 30th September, 2021.

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



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Handwritten signature.

Handwritten signature.

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

(e) **Logistics:** The Consultants has agreed as per ToR.

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

[i] Within 30 days of starting the assignment, the selected firm will prepare a detail Action Plan report.

The report shall include

- A detailed work plan and implementation schedule for the Program at State and District Level;
- Priority action points to start an effective implementation of the Program with output/outcomes with proposed timelines;

[ii] The selected firm will be required to prepare and submit scheme-wise quarterly and annual progress reports to SPSU/SWSM. The quarterly progress reports shall be submitted in the first week of the month starting the next quarter and the annual report in the first fortnight of the month starting next financial year. The reports shall be able to cover the following issues to the extent possible:

- Summary of main issues and obstacles, including recommended corrective action;
- Summary of project progress, key accomplishments, including financial snapshots and progress against results framework;
- Progress and activities of the vendors including details of work;
- List of invoices issued by vendors and the status;
- Progress of systems development and other deliverables;
- Planned activities for the next reporting period;
- Changes in the scope of the Project and scope of services, including the list of issued change orders, if any;
- Annexes (plans, schedules, progress photographs)

[iii] In case further information is sought from SPSU/SWSM on the submitted report, the selected Project Management Consultant shall reply within 1 week of such requirement received.

[iv] A final completion report outlining the objectives and goals of the Program, and the contribution of the PMC with regard to tasks outlined in this document, issues faced how they were overcome and overall contribution in achievement of Program results and outcomes.

[v] The indicative timelines for the reports are given in Table below:

S. No.	Indicative Reporting Requirement*	Timeline**
1.	Action Plan Report with agency-wise/scheme-wise Implementation schedule of the project	T0 + 30 days
2.	Monthly Report on the activities carried out by Key Staff	Ongoing Submission; Last Friday of every month
3.	Agency-wise/scheme-wise Quarterly Progress Report	Ongoing
4.	Annual Progress Report	Ongoing
5.	Completion Report	One month before the contract completion period

**T₀ is the date of signing of the contract.

The Payment should be made to the firm on acceptance of monthly report and submission of monthly bill.



(V) Input & Facilities required from the SWSM/ SPSU Cell: Necessary support as mentioned in ToR will be provided to the consultants.

(VI) Financial Proposal: The Consultant has agreed to reduce its financial proposal by 1 % in the Financial Negotiation Meeting. On this the client requested the Consultant to confirm its offer through email. The Consultant has sent the revised financial proposal vide email dated 10th July, 2020 after negotiation the contract price will be **Rs. 1,54,52,910/- (One Crore Fifty Four Lakh Fifty Two Thousand Nine Hundred Ten Only) plus GST as applicable.** In this context, Consultant has also submitted the revised BOQ in the meeting.

(VII) Agreement on Draft Contract:

The draft contract has been prepared and agreed by both the parties. The assignment period will start from 01st November, 2020.

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


(Ranjan Verma)
General Manager


Authorized Signatory of M/s SAMAN India
E&C Pvt. Ltd.


(Rajesh Roy Choudhary)
Managing Director
Authorized Signatory of ARKTECHNO
Consultants (India) Pvt. Ltd.


(Saurabh Kumar)
Procurement Specialist


(Anil Purohit)
FMS


(Vinod Khali)
Manager (Accounts)


(Sunil Tiwari)
Executive Engineer


(M. Mustafa)
Superintending
Engineer


(Manmohan Mainali)
Finance Controller

Approved By:-


Uday Raj Singh,
Program Director, SPSU

