



**राज्य जल एवं स्वच्छता मिशन**  
(पेयजल एवं स्वच्छता विभाग, उत्तराखण्ड शासन)  
प्रथम तल, दि इन्सटीट्यूट ऑफ इन्जीनियर्स बिल्डिंग  
अपोजिट आई0एस0बी0टी0, देहरादून-248171 उत्तराखण्ड

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पत्र संख्या : 188 / JJM-03/ 2020-21

दिनांक : 8 मार्च, 2021

सेवा में,

जिलाधिकारी/अध्यक्ष,  
जिला जल एवं स्वच्छता मिशन,  
जनपद-हरिद्वार, उधमसिंह नगर, देहरादून,  
नैनीताल, उत्तरकाशी, चमोली,  
रुद्रप्रयाग, चम्पावत, टिहरी एवं पौड़ी।

**विषय: जल जीवन मिशन के अन्तर्गत तृतीय पक्ष निगरानी एजेंसियों (Third Party Inspection Agencies) अनुबन्ध किये जाने के सम्बन्ध में।**

महोदय,

उपरोक्त विषयक अवगत कराना है कि इस कार्यालय द्वारा प्रेषित पत्रांक-107, 108 एवं 109/N-586/JJM-19(3)/2020-21 दिनांक 18 फरवरी, 2021 द्वारा जल जीवन मिशन के अन्तर्गत क्रियान्वित कार्यों के निरीक्षण हेतु तृतीय पक्ष निगरानी एजेंसियों को सूचीबद्ध किया गया है, जिसके क्रम में निम्नानुसार सलाहकार/फर्मों को सूची बद्ध किया गया है, जो कि क्रियान्वित किये जा रहें कार्यों का भौतिक सत्यापन/ मूल्यांकन करेंगे:-

| क्र0सं0 | जनपद का नाम  | सूचीबद्ध फर्म /सलाहकार का नाम   | अनुमोदित/ स्वीकृत दरें<br>(% for cost of work executed) |
|---------|--------------|---|---|
| 1.      | हरिद्वार     | M/s TUV SUD South Asia Pvt. Ltd., Div.                                      | 0.35  |
| 2.      | उधम सिंह नगर | RE& Infrastructure, 374, Udyog Vihar,                                       | 0.35  |
| 3.      | देहरादून     | Phase-II, Sector-20, Gurugram,  | 0.49  |
| 4.      | नैनीताल      | Haryana-122016<br>Email-arvind.verma@tuv-sud.in                             | 0.55  |
| 5.      | उत्तरकाशी    | M/s Arkitechno Consultants (India) Pvt.                                     | 0.90  |
| 6.      | चमोली        | Ltd. N-3/91, IRC Village, Nayapalli,  | 1.00  |
| 7.      | रुद्रप्रयाग  | Bhuvneshwar, Odissa.  | 1.20  |
| 8.      | चम्पावत      | Email-business@arkitechno.com   | 0.90  |
| 9.      | टिहरी        | M/S Technical Consultancy Services, 14-                                     | 0.62  |
| 10.     | पौड़ी        | C, Arawali Enclave, GMS Road,<br>Dehradun-248001<br>Email-tcsdoon@gmail.com | 0.60  |

उपरोक्त के क्रम में तीनों फर्मों के साथ औपचारिक एम0ओ0यू0 मुख्य अभियन्ता, राज्य जल एवं स्वच्छता मिशन, देहरादून द्वारा किया जा चुका है।

उपरोक्तानुसार तृतीय पक्ष निरीक्षण किये जाने हेतु सूचीबद्ध की गयी फर्मों से निम्नलिखित बिन्दुओं पर कार्यवाही की जानी अपेक्षित है:-

1. जल जीवन मिशन के अन्तर्गत क्रियान्वित किये जा रहे कार्यों का तृतीय पक्ष निरीक्षण किये जाने हेतु कार्यादेश/ अनुबन्ध किया जाना है।
- 2- जिला जल एवं स्वच्छता मिशन के स्तर से कार्यादेश/ अनुबन्ध को जारी करते हुये  
(a) Average annual turnover audit certificate for last three years (b) Consent of Key Professionals regarding their availability for the Contract period (c) Company authorisation Certificate for signing the contract का परीक्षण कर जमा करवाया जाना।

इस सम्बन्ध में ड्राफ्ट अनुबन्ध एवं पूर्व में जारी किये गये टी0ओ0आर0 जो कि जल जीवन मिशन के संचालन हेतु भारत सरकार द्वारा जारी मार्गदर्शिका के अनुसार तैयार किये गये थे की छायाप्रति संलग्न कर प्रेषित है।

अतः अनुरोध है कि उपरोक्त बिन्दुओं में की गयी अपेक्षानुसार कार्यवाही सुनिश्चित करते हुये तृतीय पक्ष निगरानी एजेन्सियों के साथ जिला जल एवं स्वच्छता मिशन के सक्षम प्राधिकारी (जो क्रियान्वयन एजेन्सियों से सम्बन्धित न हो) अनुबन्ध हस्ताक्षरित कर यथा-आवश्यक कार्यवाही अपने स्तर से करने का कष्ट करें।

संलग्नक-उपरोक्तानुसार।

भवदीय,-

(डॉ० आर० राजेश कुमार)  
मिशन निदेशक/सचिव (प्रभारी)

प्रतिलिपि-निम्नलिखित को सूचनार्थ प्रेषित-

1. सचिव, पेयजल एवं स्वच्छता विभाग, उत्तराखण्ड शासन, देहरादून।
2. मुख्य अभियन्ता, जल जीवन मिशन, देहरादून।
3. वित्त नियंत्रक, जल जीवन मिशन, देहरादून।

मिशन निदेशक/सचिव (प्रभारी)

# **CONTRACT**

**Third Party Inspection Agency for Jal Jeevan  
Mission**

**CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

**Project Name Jal Jeevan Mission**

**Contract No. ....../Consultancy Services/2020-21**

**between**

**District Water & Sanitation Mission, .....Uttarakhand**

**And**

**M/s .....**

**Dated: ....., 20....**

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This CONTRACT (hereinafter called the "Contract") is made the ..... day of the month of .....,  
20.., between, on the one hand, **District Water & Sanitation Mission, ....., Uttarakhand**  
(hereinafter called the "Client and, on the other hand, a entity , each member of which will be jointly  
and severally liable to the Client for all the Consultant's obligations under this Contract, namely, **M/s**  
..... (hereinafter called the "Consultant").

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WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Government of Uttarakhand (hereinafter called "Borrower") has received financing under the flagship program i.e. The Jal Jeevan Mission which has been launched with an aim to provide Functional House Hold Tap Connection (FHTC) to every rural household with water supply @55 litre per head per day by 2024. The Programme focuses on service delivery at household level i.e. water supply on regular basis in adequate quantity and prescribed quality.

It is envisaged under JJM that the community will play a lead role in planning, implementation, management, operation and maintenance of in village water supply infrastructure thereby leading to FHTC to every rural household. Sector institutions (UJS, UJN and SWAJAL) will plan, design, implements, operate and manage bulk water transfer, treatment and distribution network of both SVS and MVS including source development and ensure that water is transferred up to sump in village. The sector institution shall make the measurements in Measurement Book (MB) and prepare the running bills. For surface water based schemes, source sustainability measures like watershed management, water conservation, etc. must be taken up through convergence. The District Water & Sanitation Mission, Department of Drinking Water & Sanitation, GoUK, 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 "State Policy – Corrupt and Fraudulent Practices);
  - (b) The Special Conditions of Contract;
  - (c) Appendices:
    - Appendix A: Terms of Reference with minutes of Pre Bid Meeting dated 02<sup>nd</sup> December, 2020
    - Appendix B: Key Experts.
    - Appendix C: Breakdown of Contract Price.

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

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.
3. The following documents to be submitted at the time of signing of Contract Agreement:
  - (a) Average annual turnover audit certificate for last three years.
  - (b) Consent of Key Professionals regarding their availability for the Contract period  
~~(APPENDIX B)~~
  - (c) Company authorisation Certificate for signing 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 **District Water & Sanitation Mission, Uttarakhand**

\_\_\_\_\_  
....Name.....(....Designation.....)

For and on behalf of Firm M/s..... (Authorised Representative of the Firm)

\_\_\_\_\_  
....Name.....(....Designation.....)

## **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 as per State policies and guidelines.
- (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) "State" means Department of Drinking Water & Sanitation.
- (d) "Borrower" means the State Government, Government agency or other entity that receives financing from Government of India.
- (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) "GCC" means General Conditions of Contract.
- (l) "Government" means the government of the Client's State.
- (m) "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.



- (n) "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.
- (o) "Local Currency" means the currency of the Client's country.
- (p) "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.
- (q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) "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.
- (u) "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  
Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**4. Language**

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**5. Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

**6. Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

**7. Location**

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

**8. Authority of  
Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**9. Authorized  
Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

**10. Corrupt and  
Fraudulent  
Practices**

10.1. The State requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.

**a. Commissions  
and Fees**

10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the State.

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**11. Effectiveness of  
Contract**

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

11.2 **Performance security:** Within ten (10) days of the receipt of notification of award from the Client, the successful Firm shall furnish the Performance Security pledged in the name of competent authority on behalf of DWSM/ SWSM ..... in accordance with the percentage specified in the RFP document **(5% of the Contract Value)** acceptable to the Client. The Performance Security shall be denominated in Indian Rupees and shall be paid in the form of following payment modes in favour of .....

(a) Fixed Deposit.

(b) Demand Draft.

11.3 The Performance Security may be forfeited:

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

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

11.4 The Performance security will be released after successful completion of the assignment within 60 days.

**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 Client is required.

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## 17. Force Majeure

### a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies i.e. *"Pandemic, epidemics, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority"*.

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

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

### b. No Breach of Contract

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

### c. Measures to be Taken

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

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

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the

time during which such Party was unable to perform such action as a result of Force Majeure.

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

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

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 is bound to carry out necessary inspection of the water supply scheme within one week after the receipt of inspection notice given by the implementing agency i.e., Uttarakhand Peyjal Nigam/ Uttarakhand Jal Sansthan/ Swajal. A penalty of Rs. 100.00 per day (in accordance with clause no. 13 of ToR revised as per consent in Pre Bid meeting dated 02<sup>nd</sup> December, 2020) per inspection notice shall be imposed if it failed to conduct the inspection within one week. 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 carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **19. Termination**

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

### **a. By the Client**

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through

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

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

(g)

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

**b. By the Consultant**

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

- (a) If the Client fails to pay any money due to the Consultant

pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within ninety (90) 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 ninety (90) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

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

**e. Payment upon Termination**

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

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

Contract, including the cost of the return travel of the Experts.

### **C. OBLIGATIONS OF THE CONSULTANT**

#### **20. General**

**a. Standard of Performance**

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

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

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

**b. Law Applicable to Services**

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

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

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

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



customs.

## **21. Conflict of Interests**

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

**a. Consultant Not to Benefit from Commissions, 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 State Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

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

**c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**d. Strict Duty to Disclose Conflicting Activities**

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

## **22. Confidentiality**

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor

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- 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 Client and/or persons appointed by the Client 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 Client if requested by the Client. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Client 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 will not be made available to the Consultant by the Client.

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

**D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

**29. Description of Key Experts**

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

**30. Replacement of Key Experts**

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

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

**31. Removal of Experts or Sub-consultants**

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

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

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may request the Consultant to provide a replacement.

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

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

#### **E. OBLIGATIONS OF THE CLIENT**

#### **32. Assistance and Exemptions**

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

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

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- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

- 33. Access to Project Site** 33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
- 34. Change in the Applicable Law Related to Taxes and Duties** 34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1
- 35. Services, Facilities and Property of the Client** 35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 36. Counterpart 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.

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## F. PAYMENTS TO THE CONSULTANT

### 38. Contract Price

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

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

### 39. Taxes and Duties

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

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

### 40. Currency of Payment

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

### 41. Mode of Billing and Payment

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

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

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

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

promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

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

**42. Interest on Delayed Payments**

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

**G. FAIRNESS AND GOOD FAITH**

**43. Good Faith**

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

**H. SETTLEMENT OF DISPUTES**

**44. Amicable Settlement**

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

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

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**45. Dispute Resolution**

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



## II. General Conditions

### Attachment 1: State Policy - Corrupt and Fraudulent Practices

(Section VI shall not be modified)

#### "Fraud and Corruption:

1.16 It is the State policy to require that Borrowers, bidders, suppliers, contractors 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 procurement and execution of State-financed contracts.<sup>1</sup> In pursuance of this policy, the State:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>2</sup>
  - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>3</sup>
  - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>4</sup>
  - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>5</sup>
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a State 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

<sup>1</sup>In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes State govt. staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

<sup>4</sup> For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>5</sup> For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

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- (bb) acts intended to materially impede the exercise of the State Govt. inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service 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 mis procurement and cancel the portion of the grant 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 engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the State to address such practices when they occur, including by failing to inform the State in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing State's sanctions procedures,<sup>6</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a State-financed contract; and (ii) to be a nominated<sup>7</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a State Govt, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the State Government to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the State."

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<sup>6</sup> A firm or individual may be declared ineligible to be awarded a State financed contract upon: (i) completion of the State's sanctions proceedings as per its sanctions procedures, and through the application the State Govt. 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 proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>7</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

## 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 : District Program Support Unit, ....., Uttarakhand</p> <p>Attention : .....</p> <p>Phone : .....</p> <p>E-mail : .....</p> <p>Consultant : .....</p> <p>Attention: .....</p> <p>Phone : +91- .....</p> <p>E-mail : .....</p> |
| 8.1                 | <i>Not Applicable</i>   |
| 9.1                 | <p>The Authorized Representatives are:</p> <p>For the Client: Mr. ....</p> <p>For the Consultant: .....</p> <p>.....</p>  |
| 11.1                | On the date of signing of Contract, the Third party Inspection Agency, has furnished the Performance Security of 5% of the Contract value as per RFP  |

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|-------|--|
|       | <p>Document Rs. .... in the name of competent authority on behalf of DWSM / SWSM ..... 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><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time period shall be: 30 Days.</p>   |
| 13.1  | <p><b>Commencement of Services:</b></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><b>Expiration of Contract:</b></p> <p>The time period shall be 24 months till submission of Completion Report of the assignment which will be mutually agreed.</p>  |
| 21 b. | <p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>   |

|      |  |
|------|--|
| 23.1 | <p><b>No additional provisions.</b></p> <p><i>[OR</i></p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p><b>"Limitation of the Consultant's Liability towards the Client:</b></p> <p>(a) <b>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:</b></p> <p>(i) <b>for any indirect or consequential loss or damage; and</b></p> <p>(ii) <b>for any direct loss or damage that exceeds one times the total value of the Contract;</b></p> <p>(b) <b>This limitation of liability shall not</b></p> <p>(i) <b>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;</b></p> <p>(ii) <b>be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "law of land".</b></p> |
| 24.1 | <p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) <b>Professional liability insurance, with a minimum coverage as "in accordance with the applicable law in India"</b></p> <p>(b) <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";</b></p> <p>(c) <b>Third Party liability insurance, with a minimum coverage of "in accordance with the applicable law in India";</b></p> <p>(d) <b>employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant</b></p>   |

|               |   |
|---------------|---|
|               | <p>provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>  |
| 38.1          | <b>The Contract price is: INR ...../- (..... Only ) exclusive of GST.</b>   |
| 39.1 and 39.2 | <i>Not applicable</i>   |
| 41.2          | <p><b>The payment schedule:</b></p> <p>The reports mentioned in para "9" of ToR (Terms of Reference) attached as <b>Appendix "A"</b> are regarded as the key outputs. As such, the consultant's payment will be based on the submission and acceptance of above reports by the Review Committee.</p> <p><b>1. The payments to the consultant will be made as under:-</b></p> <ol style="list-style-type: none"> <li>1.) 90% payment will be made on the basis of the cost of works verified and visits/ monthly reports submitted on monthly basis by the DWSM/SWSM. DWSM shall finally recommend for payment to SWSM based on satisfactory execution of works mentioned in scope of work.</li> <li>2.) 10% remaining payment will be made on submission of the final completion/ status report of water supply scheme to DWSM &amp; DWSM shall recommend for final payment to SWSM.</li> </ol> <p>The Consultant shall maintain an office at District Head Quarter to have day to day interaction with the implementing agencies and DWSM. The consultant will have to include all the cost in their financial bid including travelling expenses of inspection team to sites, over head expenses, office establishment expenses etc.</p> |
| 45.1          | <p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <b>In case of dispute or difference arising between the Client and Consultants relating to any matter arising out of or connected with the Contract, such dispute , the arbitrator shall be</b></li> </ol>  |

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|--|---|
|  | <p>.....</p> <p>2. Any of the dispute proceedings will be attended at the Jurisdiction of .....</p> <p>3. The decision of the ..... shall be final and binding and shall be enforceable in any court of competent jurisdiction.</p> |
|--|---|

### III. Appendices

#### **Appendix A – Terms of Reference for Engagement of Third Party Inspection Agencies for Implementation of Jal Jeevan Mission (JJM) in State of Uttarakhand.**

##### **1. Background:-**

The Jal Jeevan Mission has been launched with an aim to provide Functional House Hold Tap Connection (FHTC) to every rural household with water supply @55 litre per head per day by 2024. The Programme focuses on service delivery at household level i.e. water supply on regular basis in adequate quantity and prescribed quality.

It is envisaged under JJM that the community will play a lead role in planning, implementation, management, operation and maintenance of in village water supply infrastructure thereby leading to FHTC to every rural household. Sector institutions – Uttarakhand Jal Sansthan (UJS), Uttarakhand Peyjal Nigam (UJN) and SWAJAL will plan, design, implements, operate and manage bulk water transfer, treatment and distribution network of both Single Village Scheme (SVS) and Multi Village Scheme (MVS) including source development and ensure that water is transferred up to sump in village. The sector institution shall make the measurements in Measurement Book (MB) and prepare the running bills. For surface water based schemes, source sustainability measures like watershed management, water conservation, etc. must be taken up through convergence.

##### **2. Status of Functional Households Tap Connection (FHTC) in Uttarakhand:-**

There are 13 districts in Uttarakhand namely Almora, Bageshwar, Chamoli, Champawat, Dehradun, Pauri Garhwal, Haridwar, Nainital, Pithoragarh, Rudraprayag, Tehri Garhwal, Udham Singh Nagar and Uttarkashi. District wise total households and households with FHTC are given below (as on 31-01-2020)

| S.No. | Name of District | Total Houses | House hold with FHTC<br>(01-04-2020) |
|-------|------------------|--------------|--------------------------------------|
| 1.    | Almora           | 129317       | 17059                                |
| 2.    | Bageshwar        | 52156        | 5344                                 |
| 3.    | Chamoli          | 74017        | 28429                                |
| 4.    | Champawat        | 45890        | 9071                                 |
| 5.    | Dehradun         | 120660       | 37927                                |
| 6.    | Pauri Garhwal    | 124447       | 6997                                 |



|              |                   |                |               |
|--------------|-------------------|----------------|---------------|
| 7.           | Haridwar          | 244899         | 24580         |
| 8.           | Nainital          | 109051         | 32963         |
| 9.           | Pithoragarh       | 93885          | 12354         |
| 10.          | Rudraprayag       | 55226          | 12742         |
| 11.          | Tehri Garhwal     | 130932         | 17039         |
| 12.          | Udham Singh Nagar | 205713         | 3119          |
| 13.          | Uttarkashi        | 75717          | 9496          |
| <b>Total</b> |                   | <b>1461910</b> | <b>217120</b> |

### 3. Objectives of JJM:-

Every rural household has drinking water supply in adequate quantity of prescribed quality on regular and long term basis at affordable service delivery charges leading to improvement in living standards of rural communities. The key objectives of JJM are as under:-

- ✓ to provide FHTC to every rural household.
- ✓ to prioritize provision of FHTC in quality affected areas, Sansad Adrash Gram Yogna (SAGY) villages.
- ✓ to provide Functional Tap Connection to schools, Anganwadi centres, GP buildings, Health Centres, wellness centres and community buildings.
- ✓ to monitor functionality of tap connections.
- ✓ to promote and ensure voluntary ownership among local community by way of contribution in cash, kind and or labour and shramdaan.
- ✓ to assist in ensuring sustainability of water system i.e. water source, water supply infrastructure, and funds for regular Operation and Maintenance (O&M).
- ✓ to empower and develop human resources in the sector such that the demands of construction, plumbing, electrical, water quality management, water treatment, catchment protection, O&M etc. are taken care of in short and long term and
- ✓ to bring awareness on various aspects and significance of safe drinking water and involvement of stakeholders in manner that make water everyone's business.
- ✓

4. **Objectives of the assignment:-** The purpose of this third party verification agency is to ensure that the works are executed as per the specifications and standards and meet their intended service objectives. The main objective of this assignment is to check the quality of works executed in water supply schemes by the Implementing Agencies, quality of materials used for construction and quality of machinery installed in each of the water supply schemes.

### 5. Scope of services of the third party inspection agency:

5.1 To carry out inspection of all engineering works relating to civil, mechanical and electrical components executed under in-village infrastructure covering the following aspects.

#### a. Sample checking of

- i. test report of the materials used for construction;

- ii. quality control measures adopted at the time of construction in the field;
  - iii. safety measures adopted at the time of construction in the field;
  - iv. payment for labour by the executing agency/contractor.
- b. Quantity and quality of works executed as per the bill for payment claimed.
  - c. Recommendations on the payment for the work executed.
  - d. Functioning of the in-village infrastructure during trial run.
  - e. Sampling in assignment shall be done as per standard statistical approach so that inference may be drawn for the project/project component as a whole.

**5.2** To carry out inspection of all engineering works relating to civil, mechanical and electrical components executed works executed **other than in-village infrastructure** (intake structures, treatment plants, intra and inter district distribution network, balancing/ intermediate reservoirs, pumping and electrical systems etc.,) covering the following aspects:

- a. Sample checking of
    - i. test report of the materials used for construction;
    - ii. quality control measures adopted at the time of construction in the field;
    - iii. safety measures adopted at the time of construction in the field;
    - iv. payment for labour by the executing agency.
  - b. Quantity and quality of works executed as per the bill for payment claimed
  - c. Recommendations on the payment for the work executed.
  - d. Functioning of the infrastructure during trial run
- 3.) Any other work as decided by the District Water and Sanitation Mission (DWSM)/ State Water and Sanitation Mission (SWSM) from the point of view of third party inspection.

### 5.3 Inspection of Works

- 1. Source Work
  - a. Drilling of Tube well
  - b. Development of Tube Well
  - c. Source sustainability works
  - d. Boulder Filled Gallery
  - e. Spring collecting chamber
  - f. Intake Chamber
  - g. Uttaranchal Koop
  - h. Any other work related to source augmentation
- 2. Pipeline Work

- a. Laying of rising main/gravity main and distribution system
- b. Fixing & fitting of all types of Valves
- c. Functional House Hold Tap Connections (FHTCs)
- d. Inlet and outlet pipe line for Over Head Tank (OHT)/Under Ground Reservoir (UGR)/Over Ground Reservoir (OGR)

3. Civil Works

- a. Construction of pump house and boundary wall
- b. Construction of OHT/ UGR/ OGR
- c. All valve chambers
- d. Intake well/ Infiltration well/ Tube Well
- e. Construction of Water Treatment Plant (WTP)
- f. Grey water management

4. Mechanical/Electrical Works

- a. Internal wiring for pump house
- b. Electrical installation for pump & motor
- c. Installation of Mechanical Equipment
- d. Other Accessories

5. Hydraulic Works

- a. Installation of pump & motor
- b. Connection of outlet pipe of pump to rising main
- c. All components of water treatment plant

6. Inspection of Materials

- a. Pump & Motor, Starters, Transformers, Capacitors.
- b. All types of pipes
- c. All types of valves
- d. All types of fittings for HDPE, PVC, DI, GI pipes etc.
- e. All Types of water meter.

- f. Electrical fittings, panel board, cables, switch gears etc.
- g. Chlorination equipments

#### 6. Schedule of Completion:

Total contract period shall be 24 months from the date of effectiveness of the contract. However, the deployment schedule (project engineers/ field engineers) during this period shall be as per the requirement depending upon the start of construction of the water supply schemes. Instruction in this regard will be issued by concerned DWSM. On completion of works, third party inspection agency is also required to submit the Completion Reports (CRs) along with variation statements within the two months of completion of work. The contracts shall be treated complete on receipt and acceptance of the final completion plan (as actually constructed) of works, variation statement and the report by implementing agency. The duration of the contract can be increased depending upon the requirement and the performance of the consultant on mutual agreement basis.

#### 7. Outputs Required:

The third party inspection agency is expected to provide the following outputs:

- **Frequency of visit:** The agency will undertake visits to each scheme for the scope of the services mentioned in para-6 for the entire duration of the scheme cycle. The scheme cycle will depend on the works to be executed i.e. retrofitting of existing scheme or new water supply scheme.
- **Output 1: Visit/ Monthly Reports,** covering each of the schemes visited, containing a comprehensive report on construction related quality issues. The visit report should be supported by at least **three photographs with Geo tag location** covering key observations. The due date for submission of report will be by the 10<sup>th</sup> of each month.
- **Output 2: Final Completion Report/Status Report of schemes:** A final completion report (in case of 100% completed works has to be prepared and submitted in four hard copies along with soft copy. In case the scheme is not 100% complete on the date of completion of assignment then status report of the scheme has to be submitted in four hard copies along with soft copy. Report shall contain standard formats describing details of third party quality control. Format shall be framed with mutual agreement between Third party agency & DWSM/SWSM.
- **Output 3: Work Order** shall be issued by DWSM for works being executed in different districts of Uttarakhand.

#### 8. Payment schedule: The payments to the consultant will be made as under:-

- 3.) 90% payment will be made on the basis of the cost of works verified and visits/ monthly reports submitted on quarterly basis by the DWSM/SWSM. DWSM shall finally recommend for payment to SWSM based on satisfactory execution of works mentioned in scope of work.
- 4.) 10% remaining payment will be made on submission of the final completion/ status report of water supply scheme to DWSM & DWSM shall recommend for for final payment to SWSM.

The Consultant shall maintain an office at District Head Quarter to have day to day interaction with the implementing agencies and DWSM. The consultant will have to include all the cost in their financial bid including travelling expenses of inspection team to sites, over head expenses, office establishment expenses etc.

9. **Staff requirements:** The agency shall constitute the teams comprising of one project manager cum team leader, one project engineer (Civil), one environment specialist. The no. of teams constituted shall depend on the volume of work, its urgency & time frame for completion of work. If the electrical and mechanical works are included in water supply scheme, then one project engineer (E&M) will also be part of team. Other professionals/staff may be engaged depending on volume of work in a district & technical aspects involved in the projects. The duration of the assignment will initially be for 24 months which may be extended upon satisfactorily performance of the firm and work requirement. It is also clarified that if all the works in the particular district are completed before 24 months then duration of the assignment will automatically be reduced. The essential qualification and experience of the key professional are as under:-

| Key Personnel                             | Qualification and Experience   |
|---|--|
| Project Manager cum Team Leader           | B.E (Civil) with minimum 8 Years experience in Overall Project Management of Water Supply Schemes.   |
| Project Engineer (Civil)                  | B.E (Civil) with minimum 05 years experience in execution and maintenance of Water Supply Schemes or Diploma in Civil Engineering with minimum 08 years experience in execution and maintenance of Water Supply Schemes                                    |
| Project Engineer (Electrical/ Mechanical) | B.E. (Electrical/ Mechanical) with minimum 05 years experience in execution and maintenance of Water Supply Schemes or Diploma in Electrical/ Mechanical Engineering with minimum 08 years experience in execution and maintenance of Water Supply Schemes |
| Environment Specialist                    | Post Graduation in Environmental Science<br><br>Minimum 05 years experience in execution and maintenance of Water Supply Schemes.  |

In normal conditions replacement of key personnel will be discouraged. Apart from the above sub key professionals such as Junior Engineers, IT Expert and Office staff and other

support staff may also be deputed for satisfactory execution of the assignment, but their CV will not be evaluated for award of contract. The team shall execute the assignment of third party inspection of all the components of a scheme.

10. **Estimated cost of works:-** The payment will be made for the services as per cost of executed works of water supply schemes. In case of the variation in nos. of schemes/ estimated cost, the payments will be made only on the actual services provided.
11. **Deployment Schedule:-** The deployment schedule will be provided by the District Water and Sanitation Mission/ District Implementing Agency. Based on the deployment schedule the consultant will have to deploy the additional teams/staff, of minimum required qualification, for timely inspection of the water supply scheme.
12. **Work Orders:-** On behalf of the employer i.e State Water and Sanitation Mission, the work order will be issued by authorised representative of District Water and Sanitation Mission.
13. **Penalty Clause:** The consultant is bound to carry out necessary inspection of the water supply scheme within one week after the receipt of inspection notice given by the implementing agency i.e., Uttarakhand Peyjal Nigam/ Uttarakhand Jal Sansthan/ Swajal. A penalty of Rs. 500.00 per day per inspection notice shall be imposed if it failed to conduct the inspection within one week.
14. **Review of TPI Agency's Work:**

A monthly review meeting of the designated committee of DWSM will be organised at concerned DWSM in which representative of third party inspection agency (TPIA) will also remain present. SWSM shall also review the progress of TPIA periodically based on feedbacks of DWSM.

This Committee will review the task performed by the consultant and may give suggestions for ensuring efficient and effective discharge of functions from time to time. Third party inspection agency will ensure that the suggestions made during the meeting are effectively implemented with all the promptness. In case of any difficulty consultant will submit for proposal with proper justifications before the committee for suitable decisions and instructions, which will be final and binding to all parties concerned.

**APPENDIX B – DETAILS OF KEY EXPERTS IN THE ASSIGNMENT**

| S. No. | Position                                     | Names |
|--------|--|-------|
| 1      | Project Manager cum Team Leader              |       |
| 2      | Project Engineer (Civil)                     |       |
| 3      | Project Engineer (Electrical/<br>Mechanical) |       |
| 4      | Environment Specialist                       |       |

## APPENDIX C - BREAKDOWN OF CONTRACT PRICE

| Sl. No. | Description                   | Name Of Scheme | Cost of Scheme (in Lakhs) | Consultancy Cost excluding GST (18%) (in Lakhs) | GST @ 18% | Total Amount (in Lakhs) |
|---------|-------------------------------|----------------|---------------------------|---|-----------|-------------------------|
| 1       | Third Party Inspection Agency |                |                           |   |           |                         |
| 2       |                               |                |                           |   |           |                         |
| 3       |                               |                |                           |   |           |                         |
| 4       |                               |                |                           |   |           |                         |
| 5       |                               |                |                           |   |           |                         |
| 6       |                               |                |                           |   |           |                         |
| 7       |                               |                |                           |   |           |                         |
| 8       |                               |                |                           |   |           |                         |
| 9       |                               |                |                           |   |           |                         |
| 10      |                               |                |                           |   |           |                         |
| 11      |                               |                |                           |   |           |                         |
| 12      |                               |                |                           |   |           |                         |
|         | <b>Grand Total</b>            |                |                           |   |           |                         |