

# **CONTRACT**

**Independent Third Party Construction  
Supervision Agency for Quality Assurance for  
Uttarakhand Water Supply Program for Peri  
Urban areas (Batch II)**

**CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

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

**[Loan No. 8805 IN]**

**Contract No. 14/Consultancy Services/2021-22**

**between**

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

**And**

**M/s TUV SUD South Asia Pvt. Ltd., 373-374, Udyog Vihar, Phase II, Sector-20,  
Gurgaon-122016**

**Dated: 09<sup>th</sup> December, 2021**

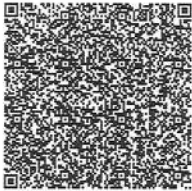


सत्यमेव जयते

# Government of Uttarakhand

## e-Stamp

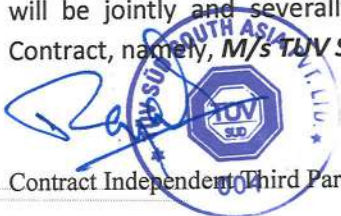
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Certificate Issued Date	: 09-Dec-2021 01:19 PM
Account Reference	: NONACC (SV)/ uk1234404/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK123440421476707620091T
Purchased by	: TUV SUD SOUTH ASIA PVT LTD
Description of Document	: Article Miscellaneous
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TUV SUD SOUTH ASIA PVT LTD
Second Party	: NA
Stamp Duty Paid By	: TUV SUD SOUTH ASIA PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



आशा (स्टाम्प विक्रेता)  
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कोर्ट कम्पाउण्ड, देहरादून

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This CONTRACT (hereinafter called the "Contract") is made the 09<sup>th</sup> day of the month of **December, 2021**, between, on the one hand, **State Program Support Unit, State Water & Sanitation Mission, Uttarakhand** (hereinafter called the "Client and, on the other hand, a entity, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, **M/s TUV SUD South Asia Pvt. Ltd.** (hereinafter called the "Consultant").



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### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shollestamp.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.



## WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

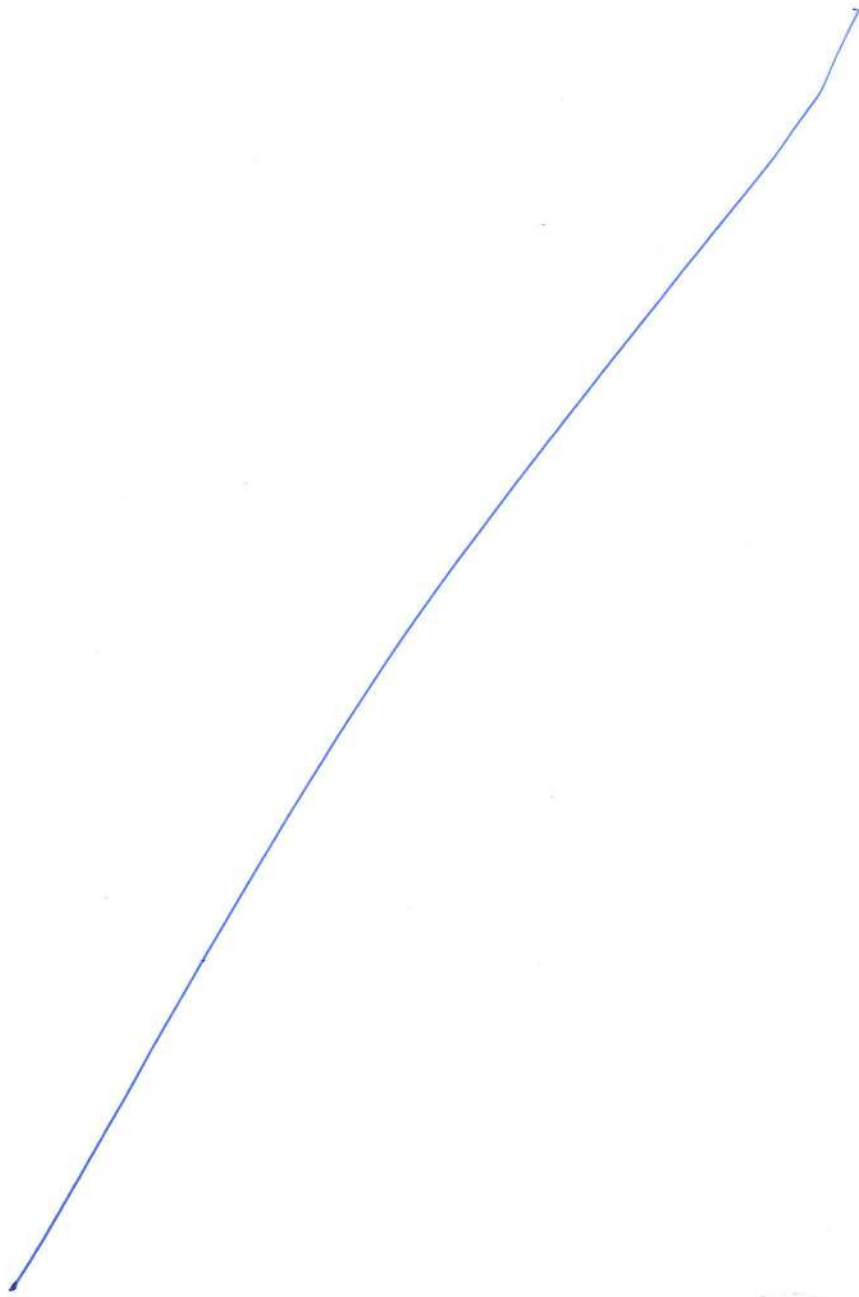
In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; and Appendix C. Any reference to this Contract shall include, where the context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

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

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

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

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

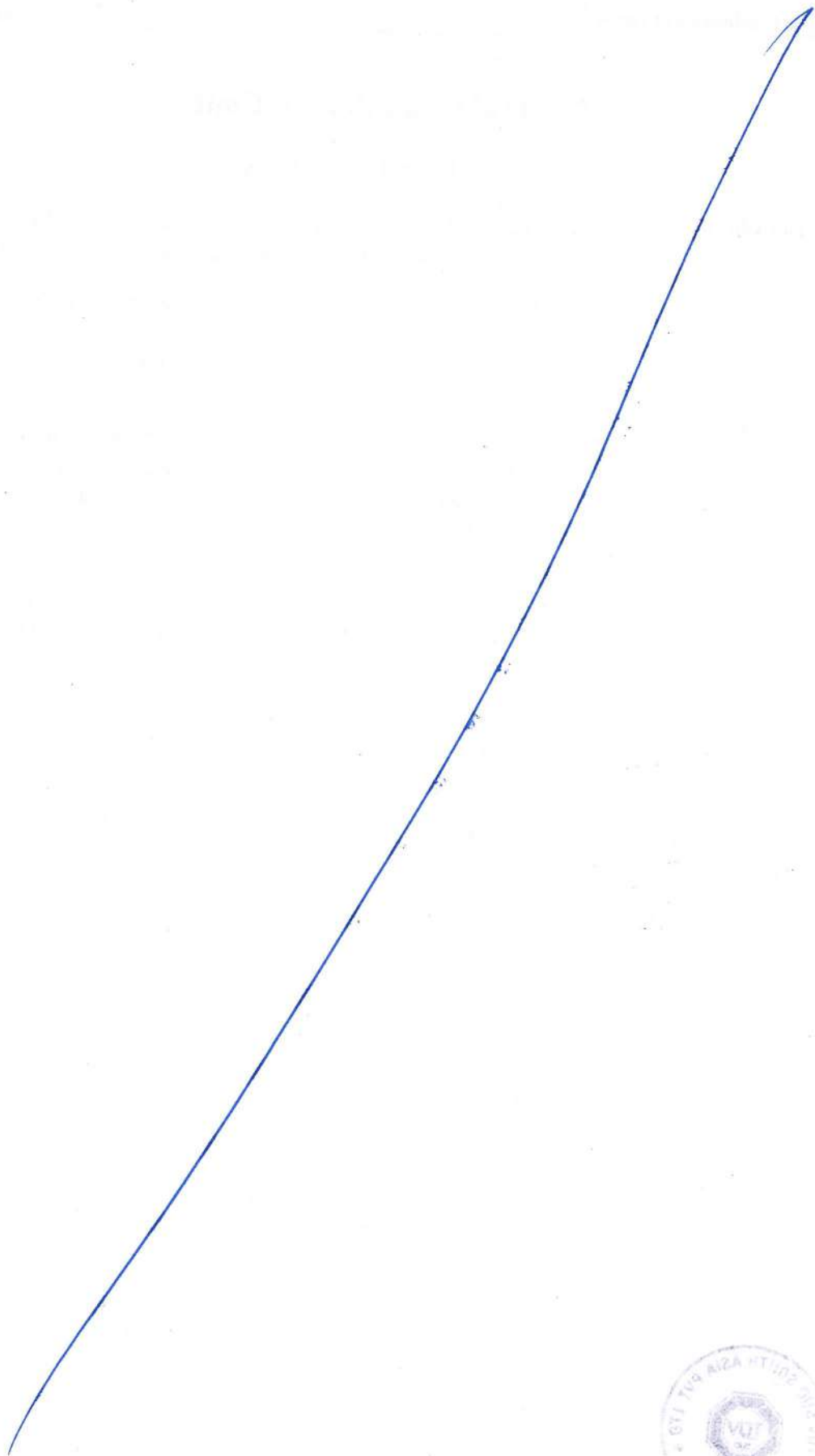
M/s TUV SUD South Asia Pvt. Ltd.



Mr. Rajat Rastogi, General Manager









of the Client's country.

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

## 2. Relationship between the Parties

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

## 3. Law Governing

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



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



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

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

### 11. Effectiveness of Contract

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

11.2. Performance security: Within ten (10) days of the receipt of notification of award from the Client, the successful Firm shall furnish the unconditional Performance Security pledged in the name of Uttarakhand Water Supply Program, SWSM, Dehradun in accordance with the L1 rates (3% of the Contract Value) acceptable to the Client. The Performance Security shall be denominated in Indian Rupees and shall be paid in the form of following payment modes in favour of:

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

11.3 The Performance Security may be forfeited:

- (a) Failure of the successful Firm to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event the Client may award the Contract to the rank 2 combined evaluated Firm, whose offer is substantially responsive and is determined by the Client to be qualified to perform the Consultancy services satisfactorily.
- (b) if a Bidder Performance of the consultant during the assignment is not satisfactory.

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

### 12. Termination of Contract for Failure to Become

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



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- Effective** event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies i.e "Pandemic, epidemics, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority".
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.



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

**b. No Breach of Contract**

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

**c. Measures to be Taken**

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

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

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

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

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



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

## 18. Penalty & Suspension

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

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

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

## 19. Termination

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

### a. By the Client

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

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





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

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

**b. By the Consultant**

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

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



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

**c. Cessation of Rights and Obligations**

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

**d. Cessation of Services**

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

**e. Payment upon Termination**

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

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

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

**a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and



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safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

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

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

**b. Law  
Applicable to  
Services**

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

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

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

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

**21. Conflict of  
Interests**

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

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

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



- Discounts, etc.** discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

- 23. Liability of the** 23.1 Subject to additional provisions, if any, set forth in the SCC, the



- Consultant** Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)
- 26. Reporting Obligations**
- 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records**
- 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes



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 as specified in SCC.

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 as specified in SCC.

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

### 29. Description of Key Experts

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

### 30. Replacement of Key Experts

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

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



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same rate of remuneration.

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

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

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

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

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

### E. OBLIGATIONS OF THE CLIENT

### 32. Assistance and Exemptions

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

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



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## Services.

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

### 33. Access to Project Site

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

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

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

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

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

### 36. Counterpart

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





**Personnel**

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

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

**37. Payment Obligation**

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

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

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

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

**39. Taxes and Duties**

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

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

**40. Currency of Payment**

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

**41. Mode of Billing and Payment**

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

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



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 party<sup>1</sup>;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>2</sup>;
- (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>3</sup>;

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

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

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



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- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>4</sup>;
- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures<sup>5</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a

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

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

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

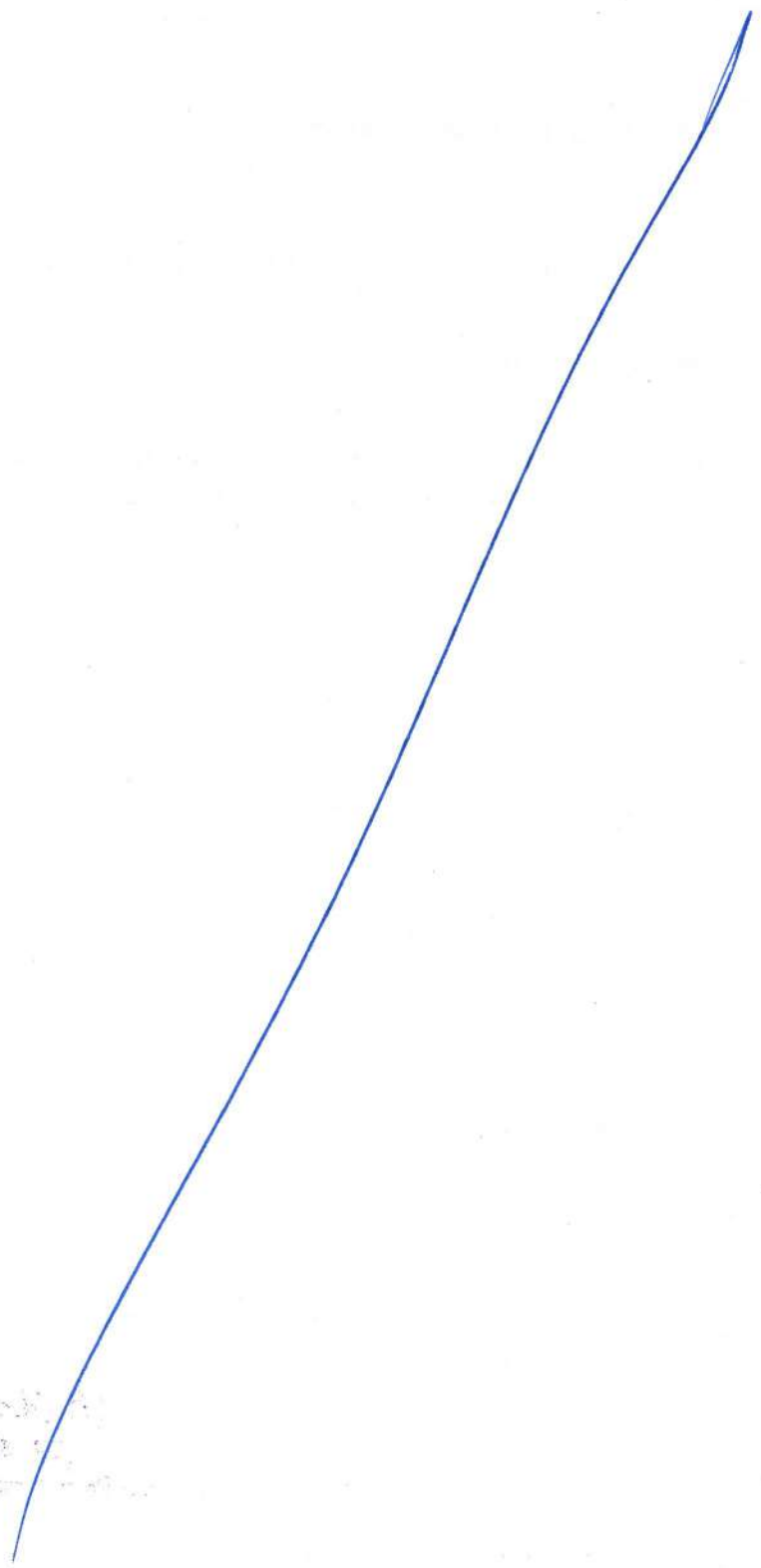
stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>6</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.



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



(Date of Birth)  
Name  
Address



## II. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English
6.1 and 6.2	<p>Client : State Program Support Unit, State Water &amp; Sanitation Mission, Uttarakhand, 75/38, Indar Road, Dalanwala, Dehradun</p> <p>Attention : Mr. Nitin Singh Bhadauria, Program Director</p> <p>E-mail : swsm.uttarakhand@gmail.com</p> <p>Consultant : M/s TUV SUD South Asia Pvt. Ltd., 373-374, Udyog Vihar, Phase II, Sector-20, Gurgaon-122016</p> <p>Attention: Mr. Rajat Rastogi, General Manager-RI</p> <p>Phone : +91- 9643300251</p> <p>E-mail : rajat.rastogi@tuvsud.com</p>
8.1	<i>Not Applicable</i>
9.1	<p>The Authorized Representatives are:</p> <p><b>For the Client:</b> Mr. Nitin Singh Bhadauria, Program Director, SPSU</p> <p><b>For the Consultant:</b> Mr. Rajat Rastogi, General Manager-RI, M/s TUV SUD South Asia Pvt. Ltd.</p>
11.1	On the date of signing of Contract, the successful Firm, has furnish the



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	<p>Performance Security of 3% <b>Rs. 2,98,440 (Two Lakh Ninety Eight Thousand Four Hundred Forty only)</b> in the name of <b>Uttarakhand Water Supply Program, SWSM, Dehradun</b> 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>
<b>12.1</b>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time period shall be: <i>30 Days.</i></p>
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p>The number of days shall be <b>Fifteen days</b></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>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p>The time period shall be <b>36 months till submission of Completion Report of the assignment which will be mutually agreed.</b></p>
<b>21 b.</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>



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23.1	<p><b>No additional provisions.</b></p> <p>[OR</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) 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) <b>This limitation of liability shall not</b></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><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) <b>Professional liability insurance, with a minimum coverage of Rs. 1.00 Crore.</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 provisions of the applicable law in the Client's country, as well as, with</b></p>



	<p>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>
28.1 and 28.2	<i>Not applicable</i>
38.1	The Contract price is: INR 99,48,000/- (Ninety Nine Lakh Forty Eight Thousand Only ) exclusive of GST.
39.1 and 39.2	<i>Not applicable</i>
41.2	<p><b>The payment schedule:</b></p> <p>The reports mentioned in para "8" 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> <ul style="list-style-type: none"> <li>• Ten percent (10%) of payment of consultancy fee will be made on submission and acceptance of Output-1: Inception Report &amp; Updated third party construction supervision and quality assurance plan</li> <li>• Sixty percent (60%) of the payment of consultancy fee will be made on submission and acceptance of visit/ monthly reports i.e. Output-2, which will be done on quarterly basis in equal instalments during the period of construction of scheme (Which will be generally 18 months to 24 months for each scheme, except for one scheme where the construction period shall be 36 months).</li> <li>• Fifteen percent (15%) payment of consultancy fee will be made upon submission and acceptance the Final Completion Report/Status Report of schemes i.e. output 3 and;</li> <li>• Rest fifteen percent (15%) payment of consultancy fee will be made upon submission and acceptance the Final Report i.e. output 4 at the end of the contract/ consultancy work.</li> </ul>



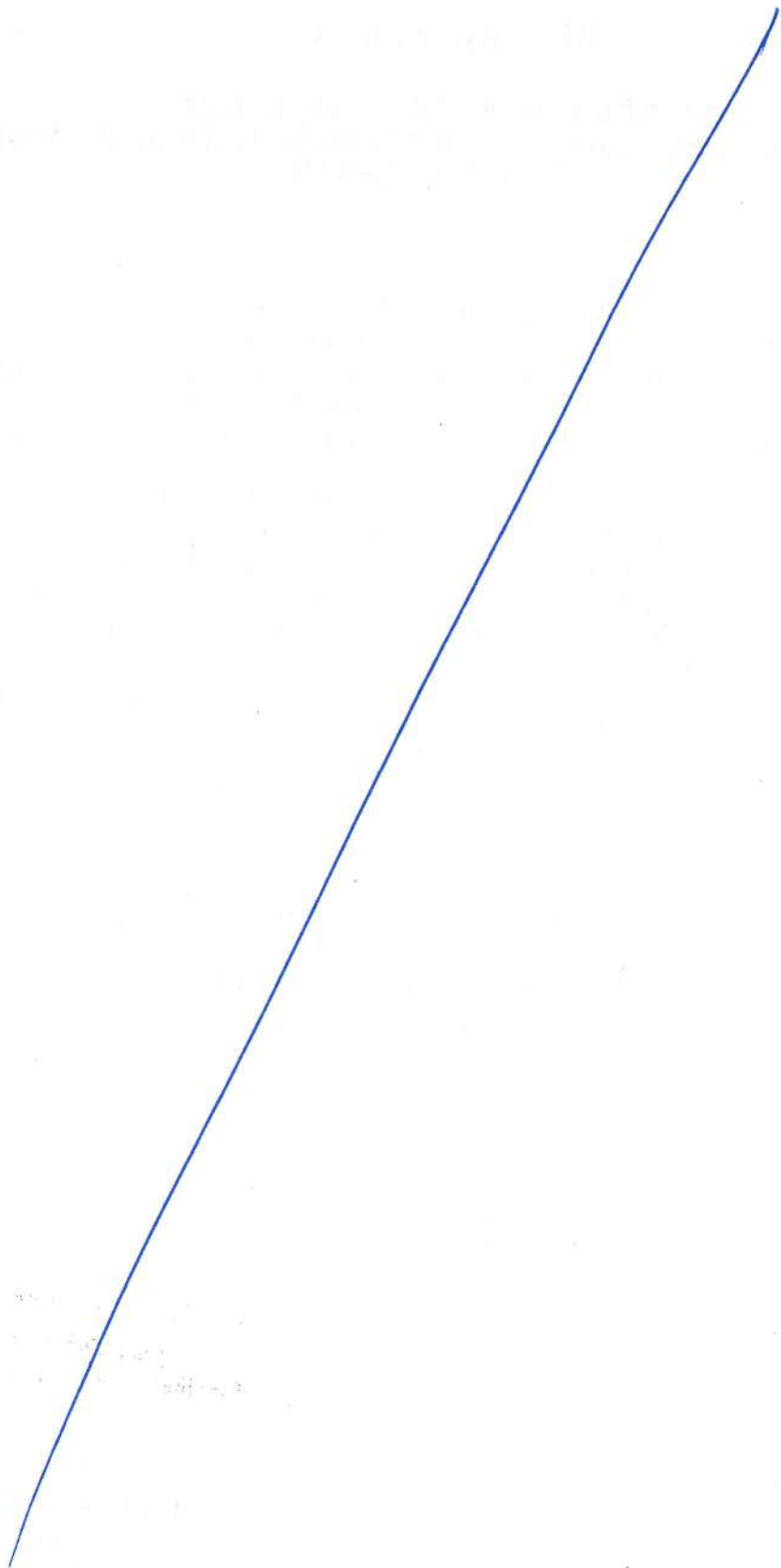
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45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"><li>1. In case of dispute or difference arising between the Client and Consultants relating to any matter arising out of or connected with the Contract, such dispute, the arbitrator shall be Secretary, Department of Drinking Water &amp; Sanitation, Govt. of Uttarakhand</li><li>2. Any of the dispute proceedings will be attended at the Jurisdiction of Dehradun.</li><li>3. The decision of the Secretary, Department of Drinking Water &amp; Sanitation, Govt. of Uttarakhand shall be final and binding and shall be enforceable in any court of competent jurisdiction.</li></ol>
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### III. Appendices

#### Appendix A –Terms of Reference (ToR) for Independent Third Party Construction Supervision Agency for Quality Assurance (ITPCSAQA) -(Batch-II)

#### 1. Introduction

- 1.1 The GoI has received Loan (Loan No. 8805-IN) from the International Bank for Reconstruction & Development (IBRD), World Bank, towards the cost of Uttarakhand Water Supply Program for Peri-Urban Areas. The GoUK is the Program Implementing Entity and intends to apply part of the proceeds for consultancy services for Independent Third Party Construction Supervision Agency for Quality Assurance.
- 1.2 The Program is designed using the new World Bank lending instrument (Program-for-Results) in which disbursements are linked to achievement of pre-agreed results (hereinafter called disbursement-linked results or DLRs) against pre agreed Disbursement Linked Indicators (or DLIs). GoUK in association with State Water & Sanitation Mission (SWSM) intends to hire a reputable company/entity/firm or consortium with expertise to work as “Independent Third Party Construction Supervision Agency for Quality Assurance (TPQA)” (referred as Consultant) and as such SWSM is responsible for procurement and administration of the contract.
- 1.3 This document should be read in conjunction with the Program Appraisal Document (PAD) and Program Operations Manual (POM) for the Program and other documents that have been prepared and finalized by the World Bank and GoUK.
- 1.4 The Department of Drinking Water (DDW) and the State Water and Sanitation Mission (SWSM)/State Program Support Unit (SPSU) are responsible for implementation and monitoring of the program. At the district level, Field Implementation Units (FIU) of Uttarakhand Peyjal Nigam (UJN) and Uttarakhand Jal Sansthan (UJS) are responsible for implementation.
- 1.5 There is a need for third party supervision of works to improve value for money and ensure transparency and probity in all construction transactions along with testing of quality of material and works, as well as evaluation of construction quality. The SWSM/SPSU is responsible for procurement and administration of the contract. This ToR is to recruit the TPQA to act as an Independent Third Party Construction Supervision for quality assurance for 10 water supply schemes.

#### 2. Program Objective

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

#### 3. Description: UWSP for Peri Urban Areas



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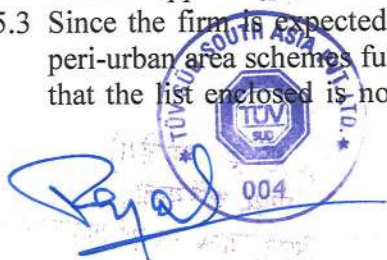
- 3.1 The proposed Program worth USD 150 million (World Bank share: USD 120 million and Govt. of Uttarakhand share: USD 30 million) will support the GoUK Water Supply Program for Peri-Urban Areas over a six year period (2018-23). This amount will not only be spent for water supply service delivery improvements but also policy formulation, enhancing planning capabilities, and M&E using the Program for Results (PforR) financing instrument, in which disbursements are linked to achievement of pre-agreed Disbursement Linked Indicators (or DLIs) under Program.
- 3.2 Thirty-five (35) peri-urban areas have been selected for the Program and third-party construction supervision will be done in 22 schemes by Independent Agency. It is also apprised that TPQA of 12 schemes is already being done by consulting firm. The list of 10 peri-urban areas which are in the scope of the Consultancy Assignment- (Batch-II) is provided in Annexure-1. The infrastructure components will be implemented by the Uttarakhand Peyjal Nigam (UJN) and Uttarakhand Jal Sansthan (UJS) and/or through private operators and other components through State Water & Sanitation Mission (SWSM)/State Program Support Unit (SPSU).

#### **4. Objective of the Assignment**

The objective of this assignment is to provide third party monitoring of the quality of construction of water supply schemes under various stages of implementation, including adequacy of quality assurance measures being practiced and add value to the construction supervision by reviewing the quality of materials, workmanship and equipment used and ensuring they are aligned with the specifications and standards.

#### **5. Scope of the Work**

- 5.1 The works will be executed by the Uttarakhand Peyjal Nigam (UJN) and Uttarakhand Jal Sansthan (UJS) on the basis of approved Detailed Engineering Report (DER). All of these schemes may be executed on Design Build Operate (DBO) Model or by engaging firm/contractor by the implementing agencies.
- 5.2 Specifications for works and material. In general, standards based on Indian standard code for material and works shall be followed. In case the standards are not available then relevant standard of Uttarakhand Peyjal Nigam/Central Public Works Department (CPWD)/ Public Works department (PWD) will be followed. The consultant is required to have all required BIS standard available with them. Jal Nigam specifications as and when required will be supplied to the firm by the IA.
- 5.3 Since the firm is expected to conduct third party supervision all the works of targeted 10 peri-urban area schemes fully the need for giving a checklist is not there. It is again clarified that the list enclosed is not exhaustive. The firm has to do monitoring and supervision of



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quality and implementation of all the works defined in the DER. The quality of works will be ensured by Implementing Agency.

- 5.4 For carrying out field tests during construction, testing equipment like slump test, cone, sieve, cube testing machine for compression etc. will be available in the site office of the respective contractor. The IA will maintain testing register at site. The consultant is expected to review the testing register of IA and carry out random sample test at site using equipments of contractor. In some cases such as pipes, pumping plants, AMR water meters etc. testing will be done at the factory and consultant is expected to make visit the contractor's factory at the time of testing along with the officials of IA.
- 5.5 The Consultant will provide a work plan and a list of engineers deployed to meet the work demand each quarter. This assignment is to cover 10 selected Bank funded peri urban area water supply schemes during 36 months contract period. The scope of work consists of carrying out the third party Supervision of the works in full compliance with the BIS Specifications/ PWD/ CPWD norms. The services to be rendered under this assignment shall include all aspects of construction and commissioning occurred until the time of visit, all aspects of construction and commissioning during the contract period, and to witness testing of critical work activities such as hydraulic testing of pipelines and performance test of pumping plants.
- 5.6 The role of Consultant includes supervision, assistance, advice, monitoring and ensuring that the works under execution are as per required quantity and quality.
- 5.7 Specific Activities:
- Report on safety and Health aspects.
  - Report and ensuring on Quality Assurance systems and Project quality- as per Checklist (provided by SPSU at the time of RFP) for Quality Control of all materials and equipments to be used as per manufacture's test certificate and through field test lab.
  - Review that all the works conform to technical specifications and examine that quality of construction is as per standards and meet technical requirements.
  - Review quality tests conducted by FIUs for GI pipes, cement , steel and water meters from reputed material testing laboratories and conduct quality checks at random or where physical check requires.
  - Review construction progress and suggest remedies to resolve if there are any technical issues.
  - Review of Structural Drawing whether they are vet from govt. recognized institution/expert.
  - Review of Soil testing report of important structures.
  - Collect strata chart and hydraulic levels and yield datas of tube well at the time of tube well development.

5.8 Infrastructure works to be Inspected/ checked by Consultant.

#### A. Inspection of Work

##### 1. Source Work

Drilling of Tube well/Intake works



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ii. Development of Tube Well

## 2. Pipeline Work

- i. Laying of rising main and distribution system.
- ii. Fixing & fitting of all types of Valves/Fittings
- iii. Customer (domestic and non-domestic) connections
- iv. Inlet and outlet pipe line for Over Head Tank (OHT)/Under Ground Reservoir UGR)/Over Ground Reservoir (OGR) and overflow pipe & wash out pipe line.

## 3. Civil Works

- i. Construction of pump house and boundary wall
- ii. Construction of OHT/ UGR/ OGR
- iii. All valve chambers
- iv. Intake well/ Infiltration well/ Tube Well/Pump house.
- v. Construction of WTP

## 4. Mechanical/Electrical Works

- i. Internal wiring for pump house
- ii. Electrical installation for pump & motor
- iii. Installation of Mechanical Equipment

## 5. Hydraulic Works

- i. Installation of pump & motor
- ii. Connection of outlet pipe of pump to rising main / Inlet (suction) pipe of pumps
- iii. All components of water treatment plant

## B. Inspection of Materials

- i. Pump & Motor, Starters, Transformers, Capacitors.
- ii. All types of valves (such as sluice valve, NR valve, Gate valves, FWV etc.)
- iii. All types of fittings for HDPE, PVC, DI, GI pipes etc.
- iv. All Types of water meter.
- v. Electrical fittings, panel board, cables, switch gears etc.

vii. Chlorination equipments

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- viii. Voltage Stabilizers, Automisation of pumping Plant/SCADA, Pressure Gauge.

## **6. Schedule of Completion:**

Total contract period shall be 36 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 SWSM/SPSU. On completion of works Consultant 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 as-built drawings, and variation statement etc. by the concerned implementing agency.

## **7. Data, Services & Facilities to be Provided by both Implementing Agency (IA)**

To ensure the efficient operation for discharge of the functions enumerated as above IA will provide the following to the consultants:

- (a) Detailed Project Report of water supply scheme containing plans of distributions network, L-section of conveyance/ pressure mains the plans will also indicate location of clear water reservoirs, Metered water connection, different valves as well as of tube well, Pressure logger, 4 to 5 pre-determined points for pressure measurement, SCADA etc. Details of all other works including standard component drawings will also be made available. Detailed cost estimates for different works are also part of the DPR.
- (b) Details of the peri urban area water supply schemes under this contract are placed at Annexure-1.
- (c) Detailed structural drawing of important infrastructure.

## **8. Outputs Required:**

8.1 The consultant shall visit each water supply scheme under construction for a minimum of two times every month and deliver the following outputs:

Frequency of visit:

1. The review shall mandatorily cover critical activities such as construction of OHT/ UGR/ OGR etc., testing of pipes and performance test of pumping plants, tube well yield at the time of tube well development.
2. Inspection visits on call for materials after arrival at site.
3. Inspection visits on call for factory testing of materials.

**Output – 1: Inception Report & Updated Quality Supervision Plan:** (a) A updated third party construction supervision and quality assurance plan and (b) inception report, within fortnight from the date of signing of the contract will be submitted to the SPSU/SWSM.

The name of the persons to be deputed under the contract, their place of postings, the area



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of operation, the official and residential address and the details of the facilities provided like telephone, fax etc. will be given. The duties and responsibilities be also clearly spelt out and it should be specifically and clearly spelt out as to with which IA who will liaison. The Inception Report should also include the methodology proposed to be adopted for efficient fulfilment of the assignment clearly spelling out the practices, procedures and responsibilities of their staff engaged.

- **Output - 2:** Visit/ Monthly Reports (covering each of the scheme visited) containing a comprehensive report on construction related quality issues; technical support provided; tests conducted by IAs and consultant; guidance issued to the site engineer and actions recommended. Each under construction scheme must be visited every month at least twice. The visit report should be supported by at least three digital photographs covering key observations. However, the consultant should note that if any major quality issue or impropriety is found and there is a need for an urgent action from IA to maintain quality, the special report should be submitted immediately to the concerned PIU and SWSM/SPSU with the action recommended. The consultant will submit the report of each visit in hard copy to the IA within two week and discussed the issues with concerned IA related to schemes. The due date for submission of report will be by the 10th of each month. In each report conclusion and suggestion remarks should also be given.
- **Output 3:** Final Completion Report/Status Report of schemes: A final completion report (in case of 100% completed works) including as-built drawings, showing works as actually executed and a variation statement from the proposed works have to be prepared and submitted in four hard copies and soft copy in pen drive. The as-built drawings and variation statement should be prepared through joint discussion and should be signed jointly by all the parties i.e. IA and consultant. Status Report is to be submitted in case of incomplete schemes penultimate month of the contract period.
- **Output 4:** Final report in four hard copies and soft copy in pen drive on the contract performance and overall comments on the quality assurance aspects of the schemes which may include lessons learned and best practices to be followed.

The consultant is also required to submit both hard copies and soft copies of above reports to the FIU/ Head offices of UJN/UJS & SWSM.

The concerned Project engineer of the consultants shall attend the meeting conducted fortnightly at IA level and will discuss the progress achieved, shortcomings if any or any other issue, with IA engineer.

## 9. Time Period:

The consultancy assignment is proposed for 36 months period.



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## 10. Payment:

10.1 The consultant will have to quote consultancy fee for each scheme (10 Schemes). The payment will be made separately for each scheme, which will be based upon the acceptance of the reports of particular scheme. Depending upon the sanction of DPR from competent authority/ start of construction, the number of schemes can decrease/increase. The payment will be made for the actual number of schemes taken up under this assignment. No financial claim will be entertained if the number of water supply schemes under this assignment reduces in number.

The reports mentioned in para "8" 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.

- Ten percent (10%) of payment of consultancy fee will be made on submission and acceptance of Output-1: Inception Report & Updated third party construction supervision and quality assurance plan
- Sixty percent (60%) of the payment of consultancy fee will be made on submission and acceptance of visit/ monthly reports i.e., Output-2, which will be done on quarterly basis in equal installments during the period of construction of scheme (Which will be generally 18 months to 24 months for each scheme, except for one scheme where the construction period shall be 36 months).
- Fifteen percent (15%) payment of consultancy fee will be made upon submission and acceptance the Final Completion Report/Status Report of schemes ie output 3 and;
- Rest fifteen percent (15%) payment of consultancy fee will be made upon submission and acceptance the Final Report i.e., output 4 at the end of the contract/ consultancy work.

10.2 The consultant is required to submit a detailed schedule of key staff for completion of the work under this contract. Any replacement in deployment of key staff should immediately be brought to the notice of the SWSM/SPSU well in time.

10.3 The Consultant shall maintain an office at Dehradun to have day to day interaction with the implementing agency and SWSM/SPSU at his own cost with necessary staff and equipment.

10.4 Material quality test for GI pipes, steel, and cement will be tested by the external agency (IIT Roorkee/Pant Nagar University etc.) or any NABL accredited laboratory and implementing agencies will pay them directly for the tests carried out by them. The consultant is required to coordinate with these short-listed testing agencies, whenever



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testing is found necessary as per the norms. The proposal submitted by the consultant should inform the set of tests that it proposes to be tested by the external agencies.

**11. Staff requirements:**

Key Personnel	Qualification	Experience	Man months
Project Manager cum Team Leader - 1 no.	B.E (Civil)	15 Years experience in Overall Project Management of Water Supply Schemes, including construction supervision and social and environmental safeguards.	10
Project Engineer - 02 nos.	B.E (Civil)	05 years experience in supervision and quality management of construction of water supply schemes..	15x2= 30
Project Engineer - 01 nos.	B.E. (Electrical/ Mechanical)	05 years experience in supervision and quality management of E&M works of construction of water supply schemes.	15x1= 15
Total			55

No replacement of key personnel (as above) will be entertained except in Force majeure conditions. Only the CVs of key professionals shall be evaluated. Apart from the above sub key professionals such as Junior Engineers, and any other required for satisfactory execution of the assignment shall be provided.

**12. Review of consultant's Work:**

12.1 Review meeting of the committee chaired by Program Director consisting of the following will be organised as and when required at the SWSM/SPSU, Dehradun in which consultant's representative will also remain present.

- i. Chief Engineer, SWSM
- ii. Finance Controller, SWSM.
- iii. Superintending Engineer, SPSU.
- iv. General Manager, PIU, (UJN/UJS).
- v. Executive Engineer, SPSU.



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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. Consultant will ensure that the suggestions made during the meeting are effectively implemented with all the promptness. In case of any difficulty the consultant will submit for consideration of the committee any proposal with proper justifications for the committee decisions and instructions, which will be final and binding of all parties concerned. On the basis of the recommendation of the committee payment against the contract will be made on quarterly basis as per schedule of payment furnished by the consultant in its financial offer.

12.2 In case because of exigencies of the work if the representative of the concerned IA could not participate in the review meeting the IA will be required to submit their report by 10th of each month.

**13. List of Attachments: -**

Annexure-1: List of Peri Urban Areas to be covered



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## Annexure-1

## List of Schemes of Batch-II for Third Party Construction Supervision

S.No.	District	Peri Urban Area	Implementing Agency	DPR Estimated Cost excluding Centage (Rs. in lakh)*
1.	Dehradun	Rishikesh Dehat	Uttarakhand Jal Sansthan	6102.08
2.	Dehradun	Jeevan Garh	Uttarakhand Jal Sansthan	4421.90
3.	Dehradun	Gumaniwala	Uttarakhand Jal Sansthan	1497.71
4.	Dehradun	Nathanpur	Uttarakhand Jal Sansthan	5017.25
5.	Nainital	Gaujajali Uttar	Uttarakhand Peyjal Nigam	2131.00
6.	Udham Singh Nagar	Moholiya	Uttarakhand Peyjal Nigam	3920.00
7.	Udham Singh Nagar	Umru Khurd	Uttarakhand Peyjal Nigam	2597.00
8.	Haridwar	Jagjeetpur	Uttarakhand Peyjal Nigam	5554.00
9.	Haridwar	Bahadrabad	Uttarakhand Peyjal Nigam	2964.00
10.	Haridwar	Dhandera	Uttarakhand Peyjal Nigam	4554.00
Total				38758.94

\* The estimated costs are indicative, which may vary upon award of contract.



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**APPENDIX B - KEY EXPERTS**

S. No.	Names	Position
1	Mr. Munna Prasad Gupta	Project Manager cum Team Leader
2	Mr. Md Sahawaz Alam	Project Engineer (Civil-1)
3	Mr. Ajay Kumar	Project Engineer (Civil-2)
4	Mr. Ritesh Kumar Singh	Project Engineer (Electrical)



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## APPENDIX C – BREAKDOWN OF CONTRACT PRICE

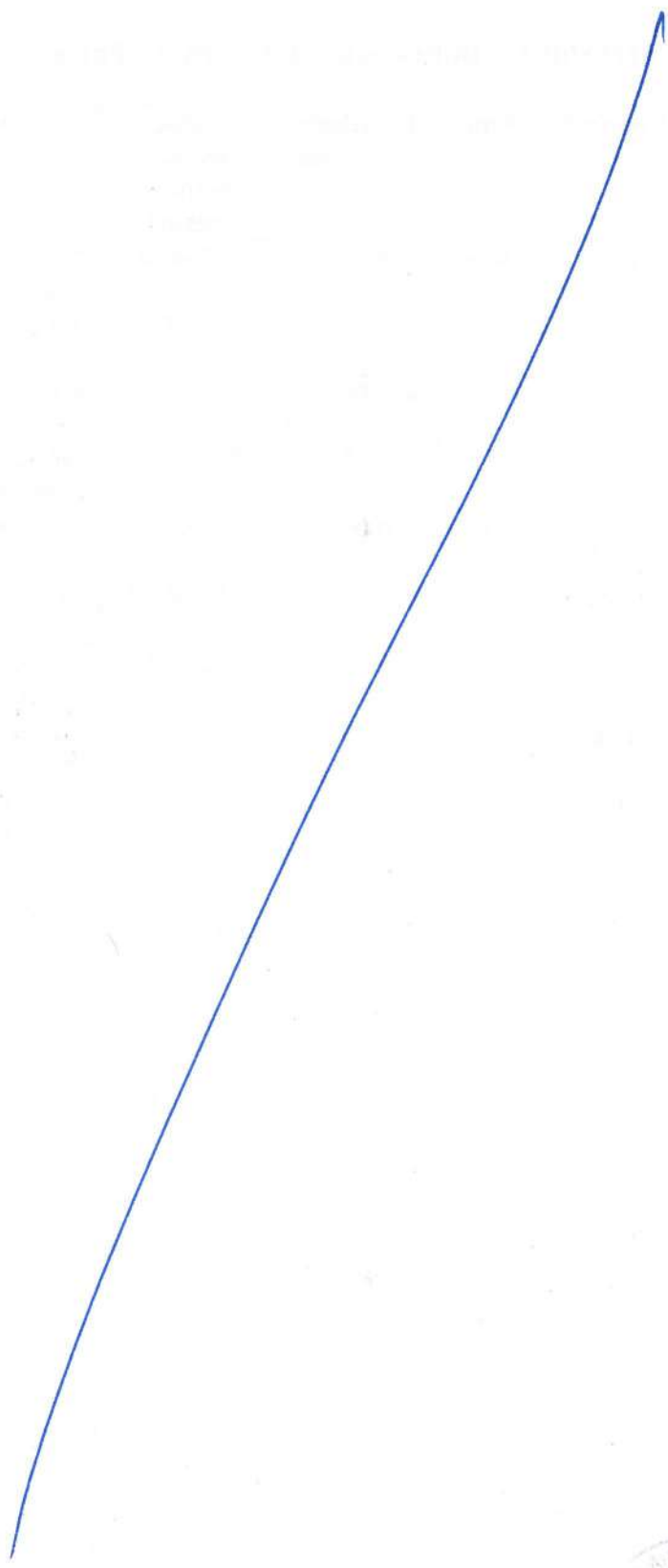
Sl. No.	Item Description	Name Of Scheme	Per Scheme Unit Price INR	Total Amount without Taxes in Rs.	Total Amount In Words
1	Independent Third Party Construction Supervision Agency for Quality Assurance (Batch II)	Rishikesh Dehat	1566000.00	1566000.00	INR Fifteen Lakh Sixty Six Thousand Only
2		Jeevan Garh	1135000.00	1135000.00	INR Eleven Lakh Thirty Five Thousand Only
3		Gumaniwala	385000.00	385000.00	INR Three Lakh Eighty Five Thousand Only
4		Nathanpur	1288000.00	1288000.00	INR Twelve Lakh Eighty Eight Thousand Only
5		Gaujajali Uttar	547000.00	547000.00	INR Five Lakh Forty Seven Thousand Only
6		Moholiya	1006000.00	1006000.00	INR Ten Lakh Six Thousand Only
7		Umru Khurd	666000.00	666000.00	INR Six lakh Sixty Six Thousand Only
8		Jagjeetpur	1425000.00	1425000.00	INR Fourteen Lakh Twenty Five Thousand Only
9		Bahadrabad	760000.00	760000.00	INR Seven Lakh Sixty Thousand Only
10		Dhandera	1170000.00	1170000.00	INR Eleven Lakh Seventy Thousand Only
	<b>Grand Total</b>		<b>9948000.00</b>	<b>9948000.00</b>	<b>INR Ninety Nine Lakh Forty Eight Thousand Only</b>

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

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



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**Negotiation Minutes of the Contract signing meeting with M/s TUV SUD South Asia Pvt. Ltd for the assignment "Independent Third Party Construction Supervision Agency for Quality Assurance under Uttarakhand Water Supply Program for Peri Urban areas Batch II."**

**Date:** 9<sup>th</sup> December, 2021

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

**Presence :-**

- |                      |  |
|----------------------|--|
| 1. Mr. B.K. Panday   | Chief Engineer, SWSM                               |
| 2. Mr. Sanjay Raj    | Superintending Engineer                            |
| 3. Mr. Vinod Khali   | Manager (Accounts), SPSU                           |
| 4. Mr. Saurabh Kumar | Procurement Specialist, SWSM                       |
| 5. Mr. Rajat Rastogi | General Manager, Authorized representative of Firm |

The meeting held on 09<sup>th</sup> December, 2021 with Mr. Rajat Rastogi, General Manager, TUV SUD South Asia Pvt. Ltd. The representative of the firm has produced the authorization letter for signing the contract on behalf of M/s TUV SUD South Asia Pvt. Ltd

During the meeting discussion was made on following points:

**(I) Performance Security:**

M/s TUV SUD South Asia Pvt. Ltd has furnished the Performance Security of Rs. 2,98,440.00 (Two Lakh Ninety Eight Thousand Four Hundred Fourty only) in the form of Demand Draft from a Nationalized/Scheduled Bank of India in favor of Uttarakhand Water Supply Program, SWSM, Dehradun with DD No. 738442.

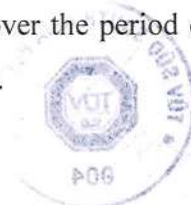
**(II) Availability of Key Staff Proposed by the Consultants:**

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 36 months starting from "22<sup>nd</sup> December, 2021 to 21<sup>st</sup> December, 2024".



- (c) **Suggestion to improve the ToR:** The consultant has agreed with the contents of the Terms of References attached with agreement is mutually agreed and is indicative and may be change based upon economic viability & feasibility of water supply schemes, if required.
- (d) **Organization & Staffing, Staffing Schedule & Work Schedule:** The consultant has agreed to provide the services of Project Manager cum Team Leader, Project Engineer-B.E-Civil (02 no.), Project Engineer- B.E. (Electrical/ Mechanical) and support staff as per requirement of the ToR.
- (e) **Logistics:** All the logistical expenses will be met by the consultants however the concerned district officials will assist in providing information to the extent possible.

(IV) **Reporting and Payments:** The payment will be made separately for each scheme, which will be based upon the acceptance of the reports of particular scheme. Depending upon the sanction of DPR from competent authority/ start of construction, the number of schemes can decrease/increase. The payment will be made for the actual number of schemes taken up under this assignment. No financial claim will be entertained if the number of water supply schemes under this assignment reduces in number.

The reports mentioned in para "8" 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.

- Ten percent (10%) of payment of consultancy fee will be made on submission and acceptance of Output-1: Inception Report & Updated third party construction supervision and quality assurance plan
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- Fifteen percent (15%) payment of consultancy fee will be made upon submission and acceptance the Final Completion Report/Status Report of schemes ie output 3 and;
- Rest fifteen percent (15%) payment of consultancy fee will be made upon submission and acceptance the Final Report i.e., output 4 at the end of the contract/ consultancy work.

(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 M/s TUV SUD South Asia Pvt. Ltd being Lowest 1 (L1) has quoted his financial proposal for this assignment at a contract price of Rs. 99,48,000/- plus GST as applicable.

**(VII) Agreement on Draft Contract:**

The draft contract has been prepared and agreed by both the parties. The assignment period will start from 22<sup>nd</sup> December, 2021.

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



(Rajat Rastogi)  
General Manager  
Authorized Signatory of M/s TUV SUD South Asia  
Pvt. Ltd.

  
09/12/2021

(Saurabh Kumar)  
Procurement Specialist

  
9/12/2021

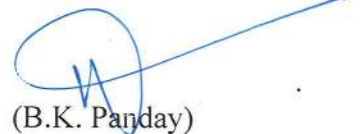
(Vinod Khali)  
Manager (Accounts)

  
09/12/21

(Sanjay Raj)  
Superintending Engineer

  
TAC

(Tanzeem Ali)  
Finance Controller

  
B.K. Panday

(B.K. Panday)  
Chief Engineer

Approved By:-

  
Nitin Singh Bhadauria,  
Program Director, SPSU



*Handwritten signature or mark*