

**CONTRACT**

**Citizen Engagement and Program  
Implementation Support for Uttarakhand  
Water Supply Program for Peri Urban areas**

**CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

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

**[Loan No. 8805 IN]**

**Contract No. 08/Consultancy Services/2019-20**

**between**

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

**And**

**M/s Dev Rishi Educational Society, 32/22, Circular Road, Dhalanwala,  
Dehradun, Uttarakhand**

**Dated: 26<sup>th</sup> August, 2019**

## INDIA NON JUDICIAL



सत्यमेव जयते

## Government of Uttarakhand

## e-Stamp

Certificate No.	: IN-UK32011502170942R
Certificate Issued Date	: 26-Aug-2019 09:37 AM
Account Reference	: NONACC (SV)/ uk1203304/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK120330466203554913622R
Purchased by	: DEV RISHI ADUCATIONAL SOCIETY
Description of Document	: Article Miscellaneous
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DEV RISHI ADUCATIONAL SOCIETY
Second Party	: NA
Stamp Duty Paid By	: DEV RISHI ADUCATIONAL SOCIETY
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.

This CONTRACT (hereinafter called the "Contract") is made the 26<sup>th</sup> day of the month of August, 2019, 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 Dev Rishi Educational Society** (hereinafter called the "Consultant").

UDAY RAJ SINGH  
Program Director  
Uttarakhand Water Supply Program

For Dev Rishi Educational Society

Contract Citizen Engagement and Program Implementation Support

Authorized Signatory

## Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shulestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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This CONTRACT (hereinafter called the "Contract") is made the 26<sup>th</sup> day of the month of **August, 2019**, 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 Dev Rishi Educational Society** (hereinafter called the "Consultant").

Contract Citizen Engagement and Program Implementation Support

## 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.


  
UDAY RAJ SINGH  
Program Director  
Uttarakhand Water Supply Program

Contract Citizen Engagement and Program Implementation Support

  
For Dev Rishi Educational Society  
Authorized Signatory


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

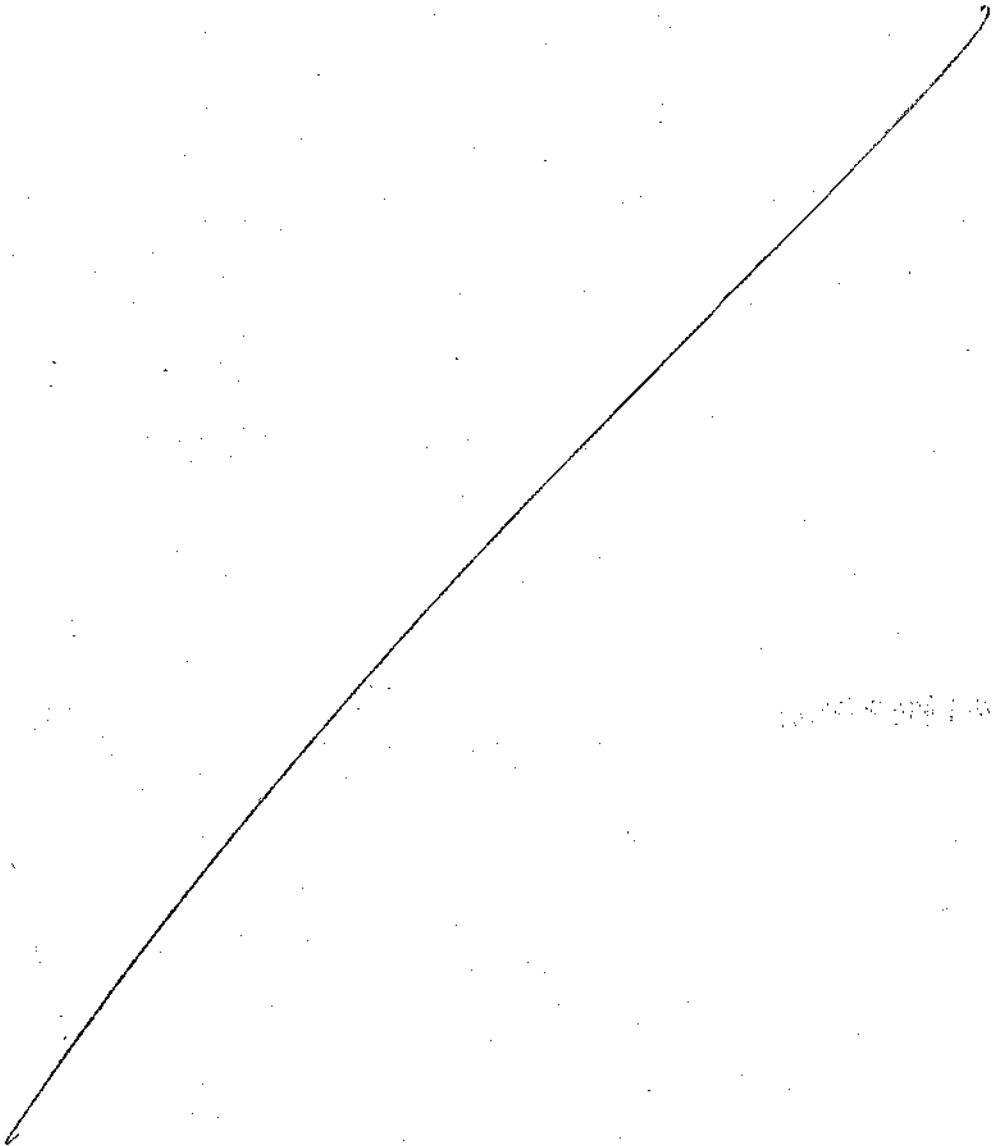
For and on behalf of **State Program Support Unit, State Water & Sanitation Mission, Uttarakhand**

  
UDAY RAJ SINGH  
Program Director  
Uttarakhand Water Supply Program  
Uday Raj Singh, Program Director/Joint Executive Officer, SPSU/SWSM

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


For Dey Rishi Educational Trust Society  
Mys Development Society

  
Authorized Signatory  
Mr. Sharad Sundriyal, Chief Executive Officer



For Dev Rishi Educational Society

Authorized Signatory

  
**M. Mustafa**  
Superintending Engineer  
SPSU/SWSM, Dehradun


## I. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

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

  
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Superintending Engineer  
SPSU/SWSM, Dehradun

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of the Client's country.

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

## 2. Relationship between the Parties

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

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

**M. Mustafa** Law Governing

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

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

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

### 11. Effectiveness of Contract

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

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

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### 13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

### 14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

### 15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

### 16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

### 17. Force Majeure

#### a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its

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

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

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

**b. No Breach of Contract**

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

**c. Measures to be Taken**

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

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

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

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

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

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

## 18. Penalty & Suspension

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

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


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

## 19. Termination

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

### a. By the Client

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

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


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

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

**b. By the  
Consultant**

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

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

  
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to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

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


**d. Cessation of Services**

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

**e. Payment upon Termination**

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

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of

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

### C. OBLIGATIONS OF THE CONSULTANT

#### 20. General

##### a. Standard of Performance

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

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


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

##### b. Law Applicable to Services

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

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

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

  
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person, or entity in that country.

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

## 21. Conflict of Interests

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

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

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

c. **Prohibition of Conflicting Activities**

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

d. **Strict Duty to Disclose**

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

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Superintending Engineer  
SPSU/SWSM, Dehradun

**Conflicting Activities**

disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**22. Confidentiality**

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**23. Liability of the Consultant**

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.


**24. Insurance to be Taken out by the Consultant**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting, Inspection and Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

  
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**26. Reporting Obligations**

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

**27. Proprietary Rights of the Client in Reports and Records**


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


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

**28. Equipment, Vehicles and Materials**

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

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

  
M. Mustafa  
Superintending Engineer  
SPSU/SWSM, Dehradun

  
For Dev Rishi Educational Society  
Authorized Signatory

**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 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

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 M. Mustafa  
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perform the Services.

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

### 33. Access to Project Site

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

  
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- 34. Change in the Applicable Law Related to Taxes and Duties**
- 34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1
- 35. Services, Facilities and Property of the Client**
- 35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 36. Counterpart Personnel**
- 36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 37. Payment Obligation**
- 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

## F. PAYMENTS TO THE CONSULTANT

- 38. Contract Price**
- 38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 39. Taxes and Duties**
- 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.

  
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stated otherwise in the SCC.

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

**40. Currency of Payment**

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

**41. Mode of Billing and Payment**


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

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

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

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

41.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final

  
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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.

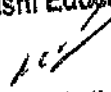
44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days 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

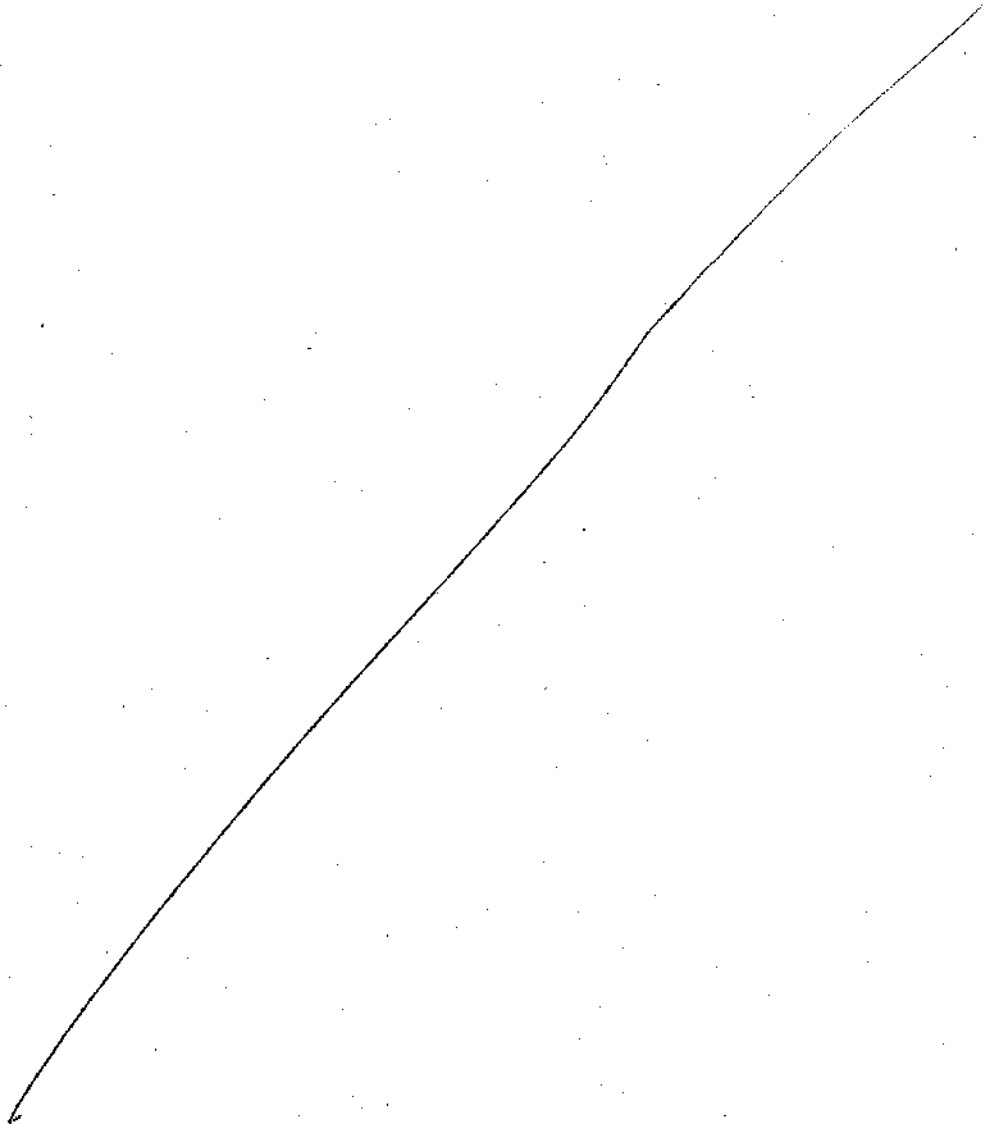
45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.



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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.


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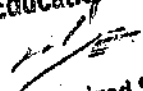
stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>6</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

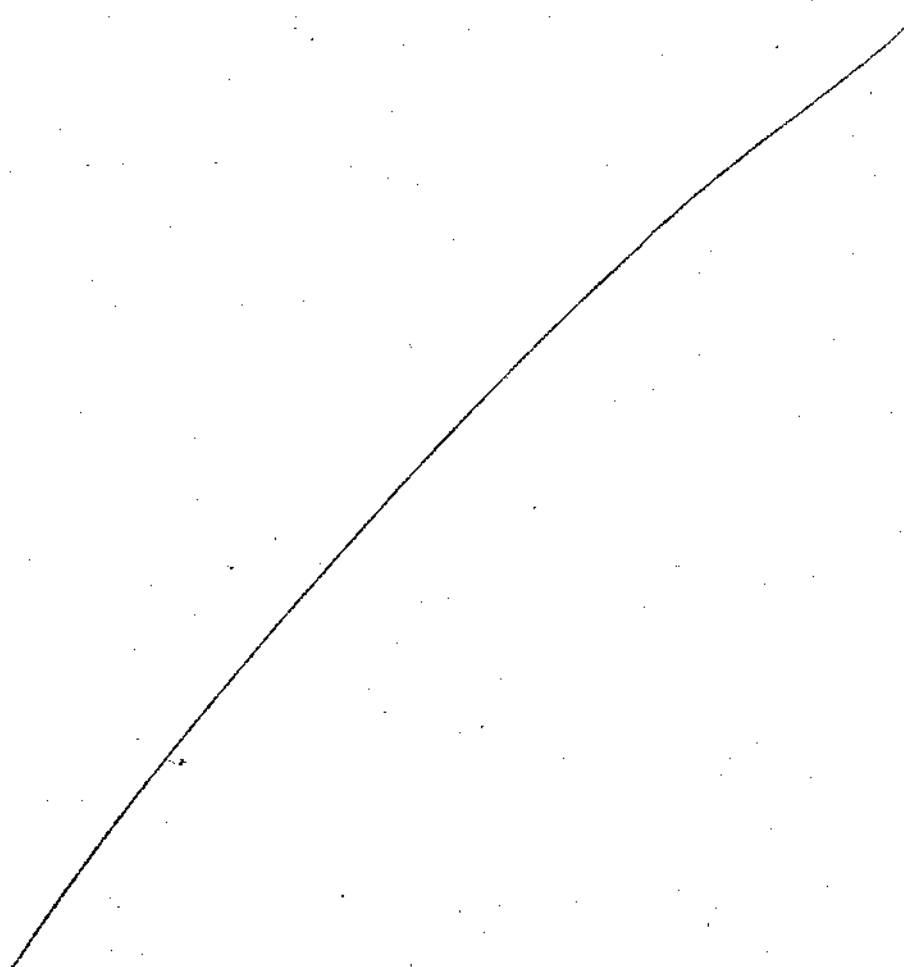
<sup>6</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular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

  
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
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## II. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English
6.1 and 6.2	<p>Client : State Program Support Unit, State Water &amp; Sanitation Mission, Uttarakhand, 1<sup>st</sup> Floor, The Institution of Engineers (India) Building, Opposite ISBT, Saharanpur Road, Majra, Dehradun</p> <p>Attention : Mr. Uday Raj Singh, Program Director</p> <p>Phone : 0135-2643381</p> <p>E-mail : swsm.uttarakhand@gmail.com</p> <p>Consultant : M/s Dev Rishi Educational Society, 32/22, Circular Road, Dhalanwala, Dehradun, Uttarakhand</p> <p>Attention : Mr. Sharad Sundriyal, Chief Executive Officer</p> <p>Phone : +91-9412058735</p> <p>E-mail : sharadsundriyal2010@gmail.com</p>
8.1	<i>Not Applicable</i>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> Mr. Uday Raj Singh, Program Director, SPSU</p> <p><b>For the Consultant:</b> Mr. Sharad Sundriyal, Chief Executive Officer, M/s Dev Rishi Educational Society</p>

  
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<p>11.1</p>	<p>On the date of signing of Contract, the successful Firm, shall furnish the Performance Security of 5% <b>Rs. 4,59,650/- (Four Lakh Fifty Nine Thousand Six Hundred Fifty 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>
<p>12.1</p>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time period shall be: <i>30 Days.</i></p>
<p>13.1</p>	<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>
<p>14.1</p>	<p><b>Expiration of Contract:</b></p> <p>The time period shall be <b>24 months</b> till submission of <b>Completion Report</b> of the assignment which will be mutually agreed.</p>
<p>21 b.</p>	<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><i>[OR</i></p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p><b>"Limitation of the Consultant's Liability towards the Client:</b></p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "law of land".</p>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) Professional liability insurance, with a minimum coverage of Rs. 91.93 Lakhs.</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of "in accordance with the applicable law in India";</p> <p>(c) Third Party liability insurance, with a minimum coverage of "in accordance with the applicable law in India";</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with</p>

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	<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>																															
38.1	The Contract price is: <b>INR 9193000/- (Ninety One lakh Ninety Three Thousand Only )</b> exclusive of GST.																															
39.1 and 39.2	Not applicable																															
41.2	<p>The payment schedule:</p> <table border="1"> <thead> <tr> <th>No</th> <th>Deliverable</th> <th>Deadlines</th> <th>Remarks on the Deliverable</th> <th>Percentage of contract amount against deliverable</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>Inception report</td> <td>Within 30 days of signing the contract</td> <td>Specify methodology of implementing the consultancy</td> <td>10% of agreement cost</td> </tr> <tr> <td>#2</td> <td>First Quarterly Progress Report</td> <td>4 months from signing of agreement</td> <td rowspan="6">The report shall capture outputs and achievements against the ToR, approved Inception report and detailed plan of activities agreed with the SPSU</td> <td>10% of agreement cost</td> </tr> <tr> <td>#3</td> <td>Second Quarterly Progress Report</td> <td>7 months from signing of agreement</td> <td>10% of agreement cost</td> </tr> <tr> <td>#4</td> <td>Third Quarterly Progress Report</td> <td>10 months from signing of agreement</td> <td>10% of agreement cost</td> </tr> <tr> <td>#5</td> <td>Fourth Quarterly Progress Report</td> <td>13 months from signing of agreement</td> <td>10% of agreement cost</td> </tr> <tr> <td>#6</td> <td>Fifth Quarterly Progress</td> <td>16 months from signing of agreement</td> <td>10% of agreement cost</td> </tr> </tbody> </table>	No	Deliverable	Deadlines	Remarks on the Deliverable	Percentage of contract amount against deliverable	#1	Inception report	Within 30 days of signing the contract	Specify methodology of implementing the consultancy	10% of agreement cost	#2	First Quarterly Progress Report	4 months from signing of agreement	The report shall capture outputs and achievements against the ToR, approved Inception report and detailed plan of activities agreed with the SPSU	10% of agreement cost	#3	Second Quarterly Progress Report	7 months from signing of agreement	10% of agreement cost	#4	Third Quarterly Progress Report	10 months from signing of agreement	10% of agreement cost	#5	Fourth Quarterly Progress Report	13 months from signing of agreement	10% of agreement cost	#6	Fifth Quarterly Progress	16 months from signing of agreement	10% of agreement cost
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		Report		
	#7	Sixth Quarterly Progress Report	19 months from signing of agreement	10% of agreement cost
	#8	Seventh Quarterly Progress Report	22 months from signing of agreement	10% of agreement cost
	#9	Draft Completion Report:	23 months from signing of agreement	-
	#10	Completion Report	24 months from signing of agreement	20% of agreement cost
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. 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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 Superintending Engineer  
 SPSU/SWSM, Dehradun

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For Dev <sup>Rishi</sup> Educational Society

Authorized Signatory



M. Mustafa  
Superintending Engineer  
SPSU/SWSM, Dehradun

### III. Appendices

#### APPENDIX A – TERMS OF REFERENCE

#### PROGRAM BACKGROUND AND DESCRIPTION:

##### 1. Introduction

- 1.1 The Government of Uttarakhand (GoUK) has received funding from the World Bank to support the **Uttarakhand Water Supply Program for Peri-Urban Areas (the 'Program')**, and intends to apply part of the proceeds for consultancy services for Citizen Engagement (CE) under the Program.
- 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).
- 1.3 The GoUK intends to hire a reputed Non Governmental Organization (NGO) or consortium with expertise in Citizen Engagement/community mobilization for achievement of targets for the Program.

##### 2- Objective of the Assignment:

*The objective of the assignment is to plan and implement citizen engagement activities so as to achieve program targets.*

##### 3- Program Description:

- 3.1 **Objective:** The program objective is to increase access to improved water supply services in peri-urban areas in Uttarakhand
- 3.2 **Implementing Agencies:** The Uttarakhand Jal Sansthan and Uttarakhand Peyjal Nigam are the implementing agencies for UWSP. At the State level, the UJN/UJS has set up dedicated Program Implementation Units (PIUs) and Field Implementing Units (FIUs) at district/division level. Each agency is responsible for design, implementation and management of schemes in specific geographic areas.
- 3.3 **Project Area:** There are 26 peri-urban areas identified under UWSP. The agency wise identified peri-urban areas are as below:
  - 3.3.1 Uttarakhand Jal Sansthan (UJS): District Dehradun- 1- Jeevangarh; 2- Central Hope Town; 3- Nathanpur 4- Nathuwawala; 5- RishikeshDehat 6- Gumaniwala; 7- Pratitnagar; 8- KharkMafi;
  - 3.3.2 Uttarakhand Peyjal Nigam (UJN): District Tehri-Dhalwala; District Dehradun-MehuwalaMafi; District Nainital: 1- Fatehpur Range; 2- HaldwaniTalli 3-Kusumkheda; 4-Gaujajali Uttar; District Haridwar: 1- Saidpura; 2- Bhangeri mehatpur; 3- NaglaImrati 4- Dhandera; 5- Mohanpur Mohammadpur; 6- Bahadrabad; 7- Jagjeetpur; District Udham Singh Nagar- 1- Umraukhurd, 2- Maholiya, 3- Bandiya 4- Nagla; and District Pauri Garhwal: 1- Kashirampur.

**Note:** The assignment has to be carried out in 22 peri-urban areas out of 26\* peri-urban areas as mentioned in above clause 3.3. The tentative list of 22 peri urban areas is below:

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- a. **Uttarakhand Jal Sansthan (UJS): District Dehradun-** 1- Jeevangarh; 2- Central Hope Town; 3- Nathapur 4- Nathuwawala; 5- Rishikesh Dehat 6- Pratitnagar; 7- KharkMafi;
- b. **Uttarakhand Peyjal Nigam (UJN): District Tehri-Dhalwala; District Dehradun-MehuwalaMafi; District Nainital:** 1- HaldwaniTalli 2-Kusumkheda; 3-Gaujajali Uttar; **District Haridwar:** 1- Saidpura; 2- Bhangeri mehatpur; 3- NaglaImrati 4- Dhandera; 5- Mohanpur Mohammadpur; 6- Bahadabad; 7- Jagjeetpur; **District Udham Singh Nagar-** 1- UmrauKhurd, 2- Maholiya, 3- Bandiya.

**\*The Peri Urban areas in the scope of Consultant can be changed.**

#### 4. Outcome of the program

The Program interventions would support improvements in efficiency and sustainability of water supply services through metering, volumetric tariffs, NRW reduction, and improving O&M cost recovery. Following are the key outcomes of the program

- ✓ Total 5.17 lakh population will be benefitted.
- ✓ 103244 metered connections will be provided to the targeted areas community.
- ✓ A minimum 16-hour water supply meeting GoI water quality standards, supplied at a minimum pressure of 12m, for no less than 300 days in a year.
- ✓ 100 percent customer metering and volumetric tariffs.
- ✓ Sustainable water supply systems, which recover O&M costs through user charges with transparent GoUK subsidies, if any.
- ✓ Non Revenue Water (NRW) reduction from 40 to 50 percent to 30 percent for water distribution management along with water audits/leak detection programs to enhance efficiency and reduce operating costs (including energy use and climate change impact).

**5- Scope of the Assignment:** The scope of the assignment includes communicating the benefits of the program, benefits of taking piped water supply scheme, benefits of taking household connection, benefits of metering, volumetric tariff and address citizen concerns if any, including citizen feedback mechanism through IEC/BCC activities, awareness building, facilitate public disclosure/ dissemination of information, and mobilize households, GPs and ICI (Industrial, Commercial and Institutional) units to join and support the UWSP. The consultant will carry out program activities through an inclusive and participatory process that involves active citizen engagement with stakeholders and community based organizations comprising of Resident Welfare Association (RWAs), Self Help Group (SHGs) etc. This would be done through regular meetings and capacity building activities. During implementation of the Program it will be ensured that there will be focused consultation with the marginalized communities and disadvantaged groups and specific focus on citizen feedback on the program activities. The consultant has to support the following tasks.

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**6- Specific Task:**

- (i) Awareness Generation and IEC activities:** Facilitate project activities in the field, plan and implement awareness generation events to support UWSP under the program for results (PforR) approach. Public disclosure and information dissemination shall cover social & environment issues, testing report of water quality, gender sensitization, labour camps, health and hygiene, use of piped water supply scheme, conservation of water and its management, installation and benefits of water metering. The consultant will have to prepare, produce IEC material and facilitate the activities in the field in such a way, so as to portray positive image of the project and facilitate its social acceptance and marketing. The consultant need to keep Field Implementation Unit (FIU)/Program Implementation Unit (PIU) and SPSU/SWSM in the information loop, take permission as required before disclosing any information among multi-stakeholders to avoid any conflict and wrong information flows to the community/ stakeholders.
- (ii) Capacity Building of stakeholders:** The Consultant shall plan, prepare and implement capacity building / training events as per training requirements warranted by UWSP. Capacity building activities will also include trainings, workshops field level disclosure meetings and exposures.
- (iii) Citizen Engagement:** The Consultant shall undertake such activities under Citizen Engagement so as to conduct key informant interviews, baseline surveys, organize public hearings to inform community on UWSP as a 'PforR' approach. It shall undertake door to door campaigns, organize and conduct community consultation workshops in respective project/scheme areas regarding the benefits of the Program address citizen concerns, organize Round Table Discussions, FGDs, World Caf e discussions etc to promote and market the project among stakeholders. The Consultant shall also organize meetings of Citizen panels and study circles/ community task forces etc to promote the project. The consultant may use social media, mid and mass media for community mobilization and orientation.
- (iv) Community Mobilization:** The Consultant shall mobilize households and ICI in the scheme/ project area so as to enhance the number of metered household piped water supply connections and draw water as per eligibility, norms and pay water tariff on a regular basis. Focused efforts shall be made to influence community decision making in favour of household piped water supply connection, water supply regulated by metering and volumetric tariff. The objective of community mobilization is to support sustainability of water supply schemes through accountable behaviour both from the consumer and Utility perspectives. It shall pay focused attention to mobilize vulnerable sections of the community and address gender related issues while discharging its duties.
- (v) Grievance Redressal Mechanism:** The Consultant shall help establish the GRM and support the Utilities in implementing the GRM.
- (vi) Reporting:** The consultant shall prepare periodic progress reports, identify success stories and document them. It shall organize and undertake consumer satisfaction survey.

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**7- Reporting Requirements and payment schedule:** The consultant will submit the following reports and documents in soft as well as hard forms as specified below:

No	Deliverable	Deadlines	Remarks on the Deliverable	Percentage of contract amount against deliverable
#1	Inception report	Within 30 days of signing the contract	Specify methodology of implementing the consultancy	10% of agreement cost
#2	First Quarterly Progress Report	4 months from signing of agreement	The report shall capture outputs and achievements against the ToR, approved Inception report and detailed plan of activities agreed with the SPSU	10% of agreement cost
#3	Second Quarterly Progress Report	7 months from signing of agreement		10% of agreement cost
#4	Third Quarterly Progress Report	10 months from signing of agreement		10% of agreement cost
#5	Fourth Quarterly Progress Report	13 months from signing of agreement		10% of agreement cost
#6	Fifth Quarterly Progress Report	16 months from signing of agreement		10% of agreement cost
#7	Sixth Quarterly Progress Report	19 months from signing of agreement		10% of agreement cost
#8	Seventh Quarterly Progress Report	22 months from signing of agreement		10% of agreement cost
#9	Draft Completion Report:	23 months from signing of agreement		-
#10	Completion Report	24 months from signing of agreement		20% of agreement cost

**8- Period of Assignment:** The period of assignment will be for a period of 2 year on a renewable basis.

### **9- ELIGIBILITY/ EXPERIENCE OF CONSULTANT**

Minimum 10 years of experience in execution of water & sanitation sector projects/rural development projects of which 05 years must be in Himalayan region. Experience of working in atleast 02 Externally Aided Projects. The consultant should have expertise in the following areas:

- ✓ Water & Sanitation Sector preferably urban water supply.
- ✓ Assisted in implementation of atleast one water supply project with external assistance.
- ✓ Gender Equality & Women Empowerment.
- ✓ Capacity Building and Communication.
- ✓ Good Rapport/Networking with Local Administration, Line Agencies, Local Self Government Institutions (Panchayats and ULBs), Community and Private Institutions and Banks/financial institutions

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SPSU/SWSM, Dehradun

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- ✓ Clarity on Safeguard Policies of World Bank will be an added advantage.
- ✓ Facilitating Infrastructure Projects in Urban & Rural areas will be an added advantage.

The details of education and experience desired for each position, terms of reference of each Expert and indicative man months desired are as follows:

**10- Key Expert:**

1. **Team Leader:** Post graduate degree in Social Sciences, with preferably 15 years of overall experience in community development out of which preferably 05 years shall be as Team Leader in State & National level NGOs or Externally Aided Projects for community development and water and sanitation Programs. Good writing & communication skills with command over English and Hindi Languages. Proficient in MS Office, particularly in MS Word and Excel. Experience of working in water & Sanitation/Urban/rural development with knowledge of Social and Environmental Safeguard will be an added advantage while shortlisting of technical proposal.
2. **IEC Expert:** Post graduate degree in Journalism and Mass Communication with preferably 10 years of experience in IEC activities (both print and electronic media, article and story writing skills) with leading NGOs/ Govt. organization or Externally Aided Projects. Good writing and communication skills with command over English and Hindi Languages. Proficient in MS Office, particularly in MS Word and Excel. Experience of working in water & Sanitation/Urban/rural development projects will be an added advantage while shortlisting of technical proposal
3. **Community Development Specialist:** Post Graduate in Social Science with preferably 05 years of Experience working with leading NGOs/Externally Aided projects for community development, water & sanitation, awareness generation, training and capacity building programs in water & Sanitation. Good writing and communication skills with command over English and Hindi Languages. Proficient in MS Office, particularly in MS Word and Excel. Experience in mainstreaming gender, implementation of Social and Environment Safeguards in infrastructure projects will be an added advantage while shortlisting of technical proposals.

**11- Non- Key personnel:**

1. **Community Organizer:** Graduate in Social Sciences with preferably 03 years of experience working on community participation, awareness generation, institutional building, information dissemination, Water & sanitation in community based organizations. Should be well versed in data collection & analysis. Proficient in MS Office, particularly in MS Word and Excel. Experience of working in water & sanitation sector, knowledge of local languages with good communication and community mobilization skills. Candidates belonging to respective subproject areas.
2. **Assistant Account:** B.Com with 3 Years' Experience. Working knowledge of MS Office, Tally/Accounting Software.

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3. **Office Assistant/DEO:** Intermediate with 2 years' experience in office procedures and working. Knowledge of MS Office and good English & Hindi typing skills.

**12- List of key professionals whose CV & experience will be evaluated**

An experienced professional shall lead the consultant team. The Team Leader shall take full responsibility for the entire study. The Team Leader should have considerable experience and skills with professional expertise in the area of capacity development of peri urban and rural area in the water supply and sanitation sector. The man month requirement of key staff shall be as follows:

Sl. No.	Designation of key professional	Minimum Qualification	Minimum Experience	Number	Man months
1.	Team Leader	Post graduate degree in Social Sciences	15 years	1	24
2.	IEC Expert:	P.G degree in Journalism and Mass Communication/ Social sciences	10 years	1	24
3.	Community Development Specialist	Post Graduate in Social Science	05 years	3	72
Total					120

The total key staff man months are 120. Only the CVs of key professionals shall be evaluated.

**Note:** Numbers and Inputs for the personnel shall be scheduled by the NGO (consultant) as per the required scope of works and deliverables and should be indicated in the Technical Proposal at RFP stage.

**13-Data, Services & Facilities for the assignment**

The SPSU will supervise the assignment, facilitate interactive exchange of information between the consultants, - Jal Nigam/ Jal Sansthan and Panchayati Raj Institutions.

**14- Payment:** In consideration of the services performed by the Consultant (NGO) the client shall make to the consultant such payments and in such manner as will be specified in the RFP.

**15- Review Committee to Monitor Consultants work:**

The Program Director, SPSU/JEO, SWSM or his nominee will be the chairperson of the Review Committee comprising of (i) Chief Engineer, SWSM, (ii) Finance Controller, SWSM (iii) Superintending Engineer, SPSU (iv) Representative of Uttarakhand Peyjal Nigam and (v)


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Superintending Engineer  
SPSU/SWSM, Dehradun

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Representative of Uttarakhand Jal Sansthan. The committee may also seek comments and inputs on the consultants work from other experts as appropriate. The review committee will monitor the work of the consultant fortnightly, or as agreed upon, and depending on the progress of the work done by the consultant. The presence of the consultant/firm/NGO in these meetings is compulsory, for incorporating suggestions given by the committee.


  
**M. Mustafa**  
Superintending Engineer  
SPSU/SWSM, Dehradun

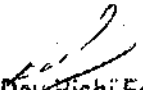
  
For Dev Rishi Educational Society

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**APPENDIX B - KEY EXPERTS**

S. No.	Names	Position
1	Mr. Devraj Bhat	Team Leader
2	Mr. Jay Prakash Panwar	IEC Expert
3	Ms. Deepika Nautiyal	Community Development Specialist
4	Mr. Surendra Datt Semwal	Community Development Specialist
5	Mr. Ziyaul Haque	Community Development Specialist

  
**M. Mustafa**  
 Superintending Engineer  
 SPM, Dehradun

  
 For Dev Rishi Educational Society

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**APPENDIX C – BREAKDOWN OF CONTRACT PRICE**

Sl. No.	Item Description	No. Of Schemes	Units	Per Scheme Unit Price INR	Total Amount without Taxes in Rs.	Total Amount In Words
1	Citizen Engagement and Program Implementation Support activities in 22 water supply schemes under Uttarakhand Water Supply Program for Peri Urban Areas.	22	Numbers	4,17,863.64	91,93,000	Ninety One Lakh Ninety Three Thousand only.

"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.

For Dev Right Educational Center

*[Signature]*  
Authorized Signatory

*[Signature]*  
M. Mustafa  
Superintending Engineer  
SPSU/SWSM, Dehradun

**Item Rate BoQ**

Tender Inviting Authority: Program Director, State Program Support Unit/SWSM, First Floor, The Institution of Engineers (India) Building, Opposite ISBT, Dehradun -248002

Name of Assignment: Citizen Engagement and Program Implementation Support

Reference No: 03/Consultancy Services/2019-20

Name of the Bidder/ Bidding Firm /

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

2. The consultant/ firm shall quote consultancy fee for 22 schemes inclusive of all expenses (excluding GST). The Payment schedule mentioned in RFP Section 7 ToR point no. 07 will be applicable.

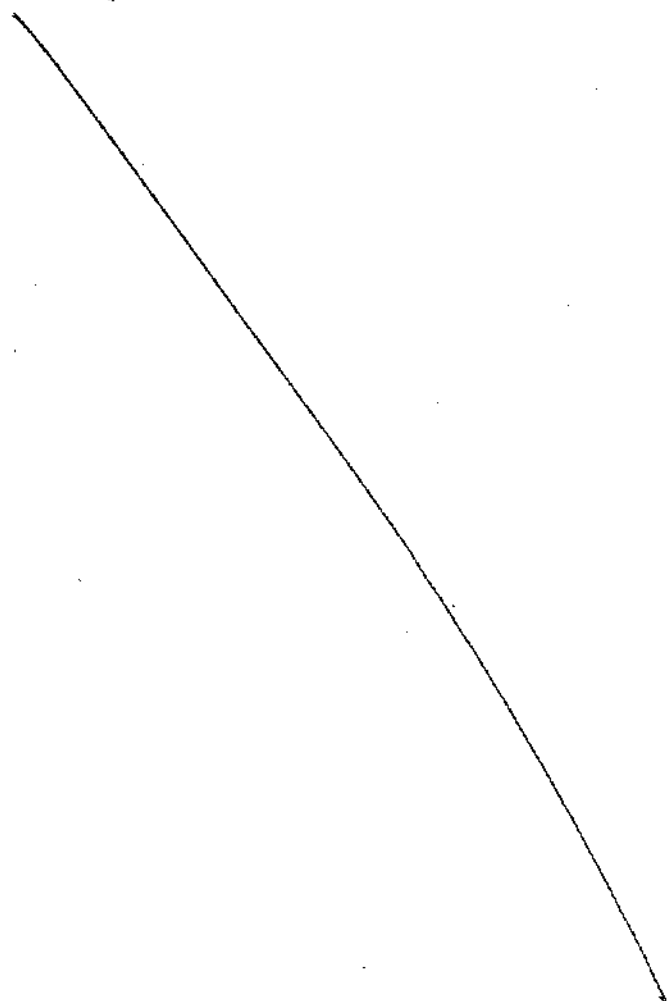
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description (Name of WS Scheme)	No. of Schemes	Units	Per Scheme Unit Price INR	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT in Words	
1	2	3	4	5	6	7	
1	Citizen Engagement and Program Implementation Support activities in 22 water supply scheme of peri Urban Areas	22	Nos	417863.64	9193000.08	INR Ninety One Lakh Ninety Three Thousand and Paise Eight Only	
<b>Total in Figures</b>				<b>417863.64</b>	<b>9193000.08</b>	INR Ninety One Lakh Ninety Three Thousand and Paise Eight Only	
<b>Quoted Rate in Words</b>		<b>INR Ninety One Lakh Ninety Three Thousand and Paise Eight Only</b>					

For Dev Rishi Educational Society

Authorized Signatory

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 Superintending Engineer  
 SPSU/SWSM, Dehradun

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**Minutes of the Negotiation meeting with M/s Devrishi Educational Society (DRES) for the assignment "Citizen Engagement and Program Implementation Support for Uttarakhand Water Supply Program for Peri-urban Areas"**

**Date:** 26<sup>th</sup> August, 2019

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

**Presence :-**

- |    |                      |                                     |
|----|----------------------|-------------------------------------|
| 1. | Mr. Uday Raj Singh   | Program Director, SPSU/ SWSM        |
| 2. | Mr. P.K. Joshi       | Finance Controller, SWSM            |
| 3. | Mr. M. Mustafa       | Superintending Engineer, SPSU/ SWSM |
| 4. | Mr. V. K. Sinha      | Program Advisor, SPSU/ SWSM         |
| 5. | Mr. Sunil Tiwari     | Executive Engineer, SPSU/ SWSM      |
| 6. | Mr. Anil Purohit     | Finance management Specialist, SWSM |
| 7. | Mr. Saurabh Kumar    | Procurement Specialist, SWSM        |
| 8. | Mr. Sharad Sundriyal | Representative of M/s DRES.         |
| 9. | Mr. Devraj Bhatt     | Representative of M/s DRES          |

The meeting is held on 26<sup>th</sup> August, 2019 with Mr. Sharad Sundriyal, Representative of M/s DRES. The representatives of the firms have produced the authorization letter for negotiation on behalf of M/s Dev Rishi Educational Society.

During the negotiation meeting discussion was made on following points:

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

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

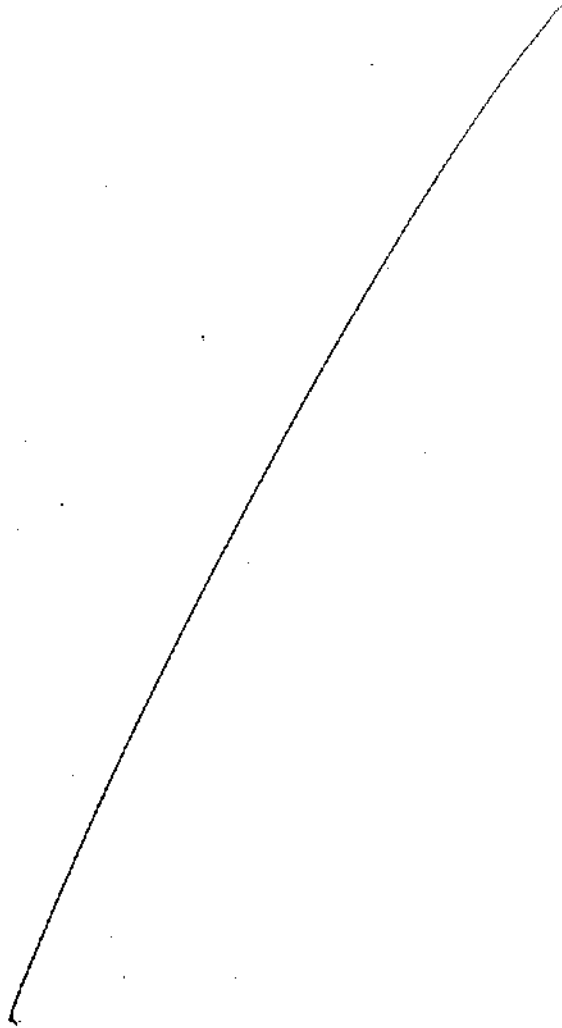
**(II) Discussion on Technical Proposal:**

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

**(b) Work Plan:** The consultant has agreed to complete the work over the period of two years starting from 05<sup>th</sup> September, 2019 to 04<sup>th</sup> September, 2021 .

**(c) Suggestion to improve the ToR:** The consultant has agreed with the contents of the Terms of References attached with agreement is mutually agreed and is indicative and may be change based upon economic viability & feasibility of water supply schemes, if required.

*Dr*  
*For Dev Rishi Educational Society*  
*Authorized Signatory*  
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(d) **Organization & Staffing, Staffing Schedule & Work Schedule:** The consultant has agreed to provide the services of Team Leader, Community Development Specialist (03 no.), IEC Expert 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.

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

No	Deliverable	Deadlines	Remarks on the Deliverable	Percentage of contract amount against deliverable
#1	Inception report	Within 30 days of signing the contract	Specify methodology of implementing the consultancy	10%
#2	First Quarterly Progress Report	4 months from signing of agreement	The report shall capture outputs and achievements against the ToR, approved Inception report and detailed plan of activities agreed with the SPSU	10% of agreement cost
#3	Second Quarterly Progress Report	7 months from signing of agreement		10% of agreement cost
#4	Third Quarterly Progress Report	10 months from signing of agreement		10% of agreement cost
#5	Fourth Quarterly Progress Report	13 months from signing of agreement		10% of agreement cost
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#7	Sixth Quarterly Progress Report	19 months from signing of agreement		10% of agreement cost
#8	Seventh Quarterly Progress Report	22 months from signing of agreement		10% of agreement cost
#9	Draft Completion Report:	23 months from signing of agreement		-
#10	Completion Report	24 months from signing of agreement		20% of agreement cost

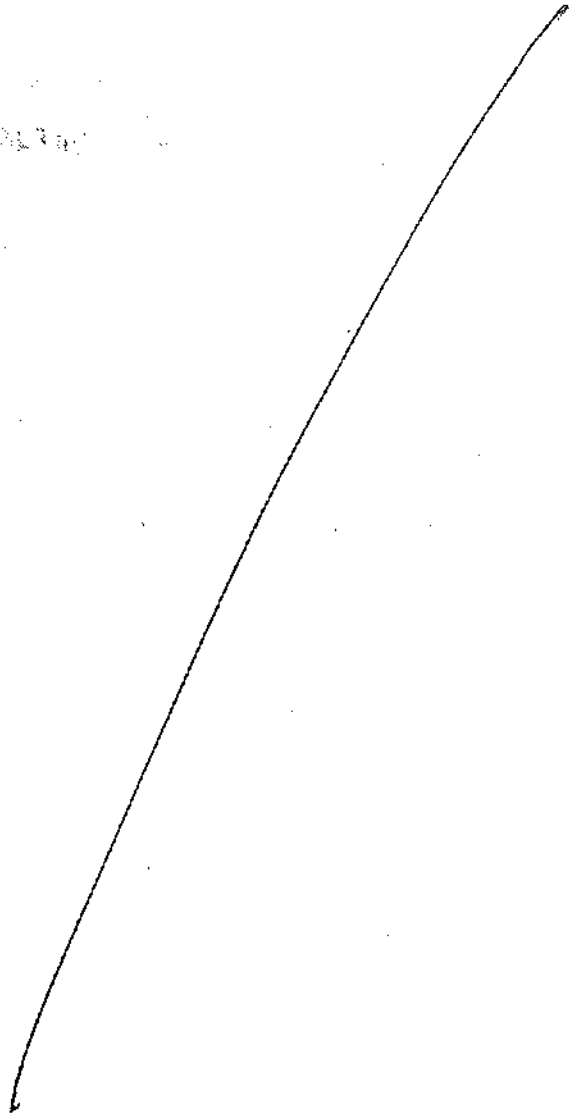
(i) **Input & Facilities required from the SWSM Cell:** Necessary support as mentioned in ToR will be provided to the consultants.

(III) **Financial Proposal:** The financial proposal of the consultant has been found reasonable. The financial proposal of consultants is for Rs. 91,93,000/- (Rupees Ninety One Lakh Ninety Three Thousand only) plus GST as applicable.

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

For Dev Rishi Educational Society

Authorized Signatory



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

The draft contract has been prepared and agreed by both the parties. The assignment period will start from 05<sup>th</sup> September, 2019.

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

**For Dev Rishi Educational Society**



**Authorized Signatory**

(Mr. Sharad Sundriyal)

Authorized Signatory of M/s Dev Rishi Educational Society



(Saurabh Kumar)  
Procurement  
Specialist



(Anil Purohit)  
FMS



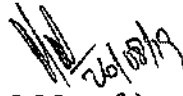
(Ramesh Panwar)  
Accountant



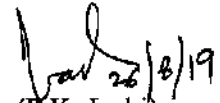
(Sunil Tiwari)  
Executive Engineer



(V.K. Sinha)  
Program Advisor



(M. Mustafa)  
Superintending Engineer



(P.K. Joshi)  
Finance Controller

Approved By:-



Uday Raj Singh,  
Program Director, SPSU

