

PART I



OFFICE OF HEAD
DEPARTMENT OF WATER SUPPLY & SANITATION
Water Works Complex, Phase-2, Sahibzada Ajit Singh Nagar-160055
E-Mail: eecoordination.dwss@gmail.com

Section 1. Letter of Invitation

No. - 293

Dated 14.11.2024

Dear M/s.:

1. The Head, Department of Water Supply and Sanitation on the behalf of Govt. of Punjab for which this Request for Proposals is issued. Payments will be made by *Government of Punjab*, and will be subject, in all respects, to the terms and conditions.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): **Statutory Audit of Head Department of Water Supply and Sanitation and 52 Water Supply and Sanitation Divisions for the F.Y 2023-24 & 2024-25.** More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) are invited from CAG Empanelled CA firms.
4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under Least Cost Selection Method (LCS) procedures, in accordance with Punjab Transparency in Public Procurement Rules 2022 and act 2019.
6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal
 - Section 4 - Financial Proposal
 - Section 5 - ~~Eligible Countries~~
 - Section 6 - Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract Lump-Sum
7. Please inform us within a week of receipt of this invitation in writing at EE Coordination Office of CE (PD&QA), Department of Water Supply & Sanitation, SCO 44-45, Phase 2, Mohali by E-mail eecoordination.dwss@gmail.com

(a) That you have received the Letter of Invitation; and

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8. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,


EE Coordination

C/o Head, Department of Water Supply & Sanitation,
Department of Water Supply & Sanitation,
Water Works, Phase-2, Sector – 54, Mohali – 160055
Tele:- 0172-2270101, 4330301, 4330316,
Fax:- 0172-4330316
E-mail: eecoordination.dwss@gmail.com,

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP

Selection of Consulting Services for: Statutory Audit of Head Department of Water Supply and Sanitation and 52 Water Supply and Sanitation Divisions for the F.Y 2023-24 & 2024-25

Client: Head, Department of Water Supply & Sanitation, Punjab

Country: India

Project: Jal Jeevan Mission

Issued on: 14.11.2024

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Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions	<ul style="list-style-type: none">(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.(b) “Applicable Guidelines” means the policies governing the selection and Contract award process as set forth in this RFP.(c) “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 Data Sheet, as they may be issued and in force from time to time.(d) Deleted(e) Deleted(f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.(g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.(h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).(i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific
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Country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

- (j) “Day” means a calendar day.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “Government” means the government of the Client’s country.
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) Deleted
- (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (q) Deleted
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants.
- (t) Deleted

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- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
 - (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
 - (w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **DataSheet**.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
 - 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant
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or the termination of its Contract.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting relationships

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any

unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The DWSS requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the DWSS to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the DWSS.

6. Eligibility

6.1 The Govt. of Punjab permits consultants (individuals and firms, including Joint Ventures and their individual members) from eligible and C&AG empanelled Chartered Accountant Firms to offer consulting services for JJM projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the DWSS in the Applicable Guidelines.

6.3 Deleted

a. Sanctions

6.3.1 Deleted.

b. Prohibitions

6.3.2 Deleted

(a) Deleted

(b) Deleted

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

d. Restrictions for public employees

6.3.4 Government officials and civil servants of the Government of India/ Government of Punjab or any other State Government or Union territory are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of India regulations/State Government/ Union Territory , and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Government of India/ State Government/ Union Territory Government whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal

submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 Deleted

12.8 Deleted.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

**13. Clarification and
Amendment of
RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must

be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub- consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non- shortlisted firms in the form of a joint venture or a sub- consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 Deleted

14.1.3 Deleted

14.1.4 Deleted

15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Deleted</p> <p>15.2 Deleted</p>
16. Financial Proposal	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP.</p>
a. Price Adjustment	<p>16.2 Deleted</p>
b. Taxes	<p>16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet.</p>
c. Currency of Proposal	<p>16.4 The Consultant may express the price for its Services in the INR (Indian National Rupees) only as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost</p>

shall be stated in the national currency.

d. Currency of Payment 16.5 Payment under the Contract shall be made in INR.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**."

17.6 Similarly, the original Financial Proposal (if required for the applicable election method) shall be placed inside of a

sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]”.

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing DWSS’s sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the DWSS on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the

shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DWSS issues its "no objection", if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals 22.1 Deleted
for QBS 22.2 Deleted

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed and the DWSS has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the DWSS.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

**a. Time-Based
Contracts**

24.1.1 Deleted

b. Lump-Sum Contracts 24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency 26.1 Deleted

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS) 27.1 Deleted

b. Fixed-Budget Selection (FBS) 27.2 Deleted.

27.3 Deleted.

c. Least-Cost Selection

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 Deleted.

28.4 Deleted.

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the

evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained approval from the Authority, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations the Client shall obtain the approval of negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **DataSheet**.

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	<i>Punjab, India</i>
2.1	Name of the Client: Head, Department of Water Supply & Sanitation, Punjab Method of selection: <i>Least Cost Selection Method (LCS)</i> . Applicable Guidelines: Punjab Transparency in Public Procurement Rules 2022 along with its amendments
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignments: Statutory Audit of Head, Department of Water Supply and Sanitation and 52Water Supply and Sanitation Divisions under JJM
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: 21.11.2024 Time: 03:00 PM Address: EE Coordination, DWSS O/o CE PDQA, Department of Water Supply & Sanitation, SCO 44-45,2nd floor Phase 2, Mohali. E-mail: eecoordination.dwss@gmail.com,
2.4	The Client will provide the following inputs, project data, reports, etc.to _____ Facilitate the preparation of the Proposals: acquaint the agency about the purpose of consultancy services and will provide copy of technical, procurement & Financial Manual.
4.1	_____ Evaluation of technical proposals will be done by different evaluators to offset any bias in the evaluation.

6.3.1	Deleted
B. Preparation of Proposals	
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
10.1	The Proposal shall comprise the following:

	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: Power of Attorney to sign the Proposal</p> <p>TECH-1</p> <p>TECH-2 (B)</p> <p>AND</p> <p>2d Inner Envelope with the Financial Proposal (if applicable):</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p>
10.2	<p>Statement of Undertaking is required to observe the laws against fraud and corruption, including bribery, in force in the country of the Client is required: Yes</p>
11.1	<p>Deleted</p>
12.1	<p>Proposals must remain valid for 90 calendar days from the date of submission.</p>
13.1	<p>Clarifications may be requested no later than 7 days prior to the submission deadline.</p>

	<p>The contact information for requesting clarifications is: EE Coordination, DWSS O/o CE PDQA, Department of Water Supply & Sanitation, SCO 44-45,1st floor Phase 2, Mohali. E-mail: eecoordination.dwss@gmail.com,</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s):No</p> <p>Or</p> <p>(b) other shortlisted Consultants: No</p>
14.1.2 (do not use for Fixed Budget method)	<p>Deleted</p> <p style="text-align: center;">[REDACTED]</p> <p style="text-align: center;">[REDACTED]</p>
14.1.3 for time-based contracts only	<p>Deleted</p> <p style="text-align: center;">[REDACTED]</p>
14.1.4 and 27.2 use for Fixed Budget method	<p>Deleted</p>
15.2	<p>The format of the Technical Proposal to be submitted is:</p>

	<p>FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p>The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP.</p>
16.2	<p>Delete</p>
16.3	<p>"Information on the Consultant's tax obligations in the Client's country can be found as per the provision of income tax Act 1961, GST Act 2017 and other relevant Acts made applicable from time to time."</p>

16.4	<p>The Financial Proposal shall be stated in the following currencies: INR</p> <hr style="border-top: 1px dashed black;"/> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): Yes</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants have the option of submitting their Proposals electronically: No
17.4	<p>The Consultant must submit: (a) Technical Proposal: one (1) original and 2 copies; (b) <i>Financial Proposal: one (1) Original.</i> The financial proposal shall be opened in publicly. The date and time of financial opening meeting shall be informed and authorized representative of firm may also visit office at address below: EE Coordination, DWSS O/o CE PDQA, Department of Water Supply & Sanitation, SCO 44-45,1st floor Phase 2, Mohali. E-mail: eecoordination.dwss@gmail.com,</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than: Date: 29.11.2024 Time: 1:00 PM The Proposal submission address is: EE Coordination, DWSS O/o CE PDQA, Department of Water Supply & Sanitation, SCO 44-45,1st floor Phase 2, Mohali. E-mail: eecoordination.dwss@gmail.com,</p>

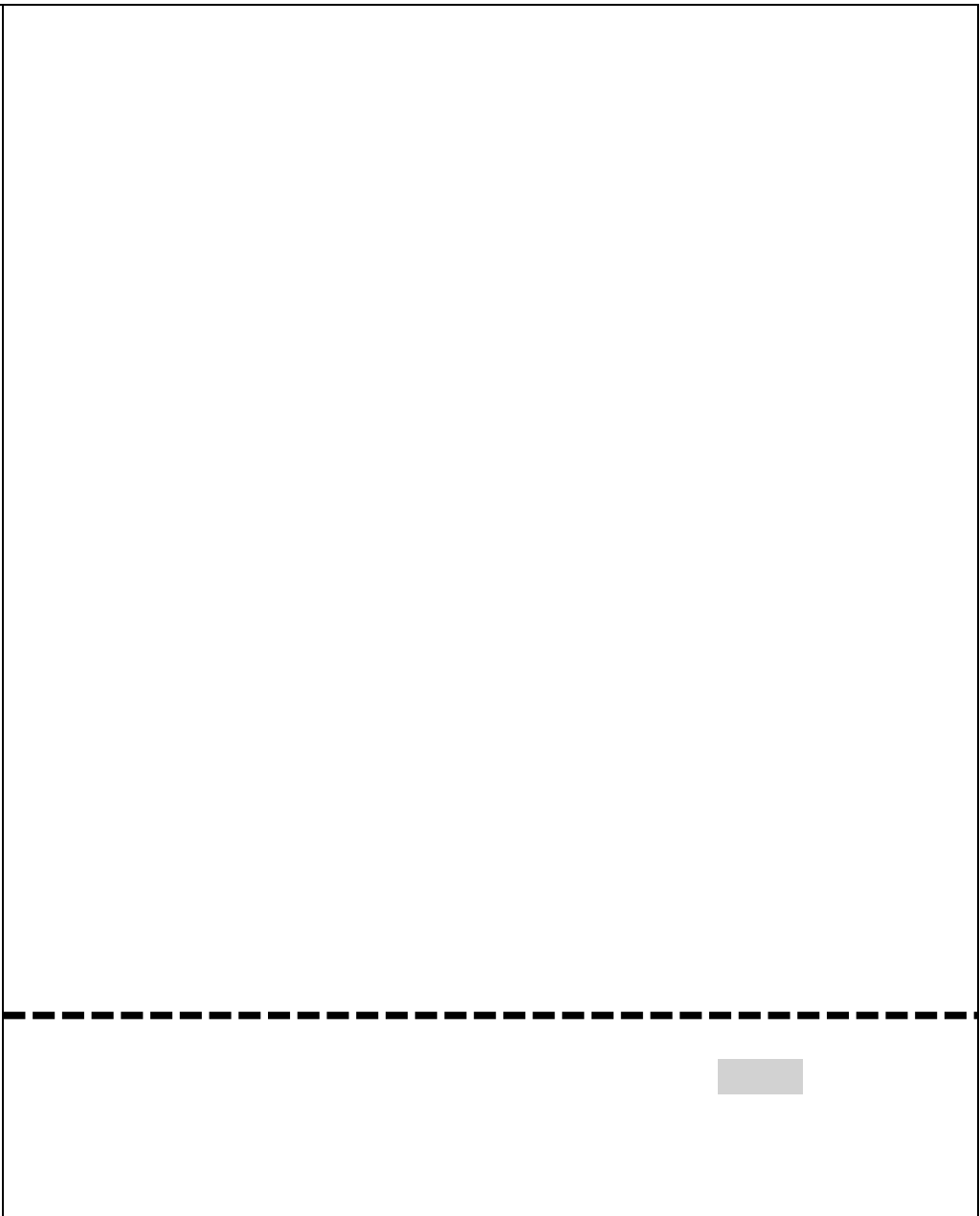
19.1	<p>The online opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: same as the Proposal submission address</p> <p>Date: same as the submission deadline indicated in 17.7.</p> <p>Time: 3:00 PM</p>
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19.2	<p>In addition, the following information will be read aloud at the opening of <u>the Technical Proposals NA</u></p>
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21.1 (for FTP)	<p><u>Eligibility/Short listing criteria are as under:</u></p> <p>Technical:</p> <ul style="list-style-type: none"> (a) The consultant must have executed at least one assignment (funded by World Bank/ Multi-lateral funding agency/Central Govt./ State Govt.) relevant to the assignment during last 5 years from date of last submission of proposal. (b) The firm must be empaneled with C&AG for the period 2024-25 (<i>Evidence Required: provide empanelment certificate with proposal</i>) (c) The assignments of subsequent years will be given on production of C&AG empanelment certificate of that particular year. (d) The firm or any of its partners should not be blacklisted by any PSU or Govt. department or any other organization in respect of any assignment or behavior. (<i>Evidence Required: Self attested affidavit on Rs.100 Stamp paper/ e-stamp is to be given in this regard by the authorized person of the firm</i>) <p>Financial</p> <ul style="list-style-type: none"> (a) The average annual turnover of the three financial years in last five years must not be less than Rs 25.0 lacs. (<i>Evidence Required: Consolidated Average Annual Certificate duly certified by Chartered Accountant</i>) <p>Full particulars of the constitution, ownership, organizational structure, and main activities performed by prospective CA firm should be provided with proposal, including details such as:</p>
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Sr. No.	Description	Details	Enclosures (Yes/No)	Annexure No.
1	Name of the firm/ organization and its registered office			
2	Correspondence address of the firm, Phone, e-mail			

3	a) Status/ Constitution of organization, b) Date of constitution of the Firm									
4	Firm's Registration No. with ICAI									
5	Empanelment No. with C&AG									
6	PAN No. of the Firm									
7	GST No. of the Firm									
8	Empanelment Certificate for the year 2024-25 with CAG empanelment certificate for the year 2024-25									
9	Not Blacklisting Certificate/ undertaking									
10	Bank Details: Name, Branch A/C No: IFSC Code:	Copy of Bank Pass book/cancelled cheque.								
<p><i>(Note: The Technical Proposal which fulfill the eligibility criteria shall be evaluated further for selection criteria)</i></p> <p><u>Selection Criteria, Sub Criteria & Point System for the Evaluation of the full technical proposal:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">1.</th> <th style="width: 70%;">Description</th> <th style="width: 25%;">Marks</th> </tr> </thead> <tbody> <tr> <td></td> <td>CA should be CA&G Empanelled.</td> <td>Total Marks:100</td> </tr> </tbody> </table> <p>Minimum required marks in Technical Bid = 70</p>					1.	Description	Marks		CA should be CA&G Empanelled.	Total Marks:100
1.	Description	Marks								
	CA should be CA&G Empanelled.	Total Marks:100								

	
21.1 [for STP]	Not Applicable

	<hr style="border-top: 1px dashed black;"/> <div style="text-align: center; margin-top: 20px;">  </div>
23.1	An opening of the Financial Proposals is offered: Yes
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	Deleted
27.1 (QCBS)	Deleted

only)	
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: Date: ----- Address: EE Coordination, Office CE PDQA, Department of Water Supply & Sanitation, Phase-2, Mohali</p>
30.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: https://dwss.punjab.gov.in The publication will be done within 15days after the contract signing.</p>
30.2	<p>Expected date for the commencement of the Services: Within 5 days from date of award of contract. Date: _____ [insert month and year] at: _____ [insert location]</p>

Section 3. Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	<i>Page Limit</i>
TECH-1	Technical Proposal Submission Form.	
TECH-2B	B. Consultant's Experience	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Head, Department of Water Supply and Sanitation,
Water Works Complex, Phase-II, Sector-54, Mohali
Phone: 0172-2270101, 4330300, 4330301, Facsimile: 0172-4330316
E-mail: eecoordination.dwss@gmail.com, hoddwss@gmail.com,

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Statutory Audit of Head Department of Water Supply and Sanitation and 52 Water Supply and Sanitation Divisions for the **F.Y 2023-24 & 2024-25. Punjab** Rural Water and Sanitation Sector Improvement Project in accordance with your Request for Proposals dated _____ and our Proposal. Based on Least Cost Based Selection procedure (LCS), We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Govt. of Punjab.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Govt. of Punjab's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the Govt. Of Punjab or a debarment imposed by the in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Govt. of Punjab.;
- (f) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]*
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services

related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.
We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): {For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner.

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 5 years.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client	Approx. Contract value (in INR Amount paid to your firm)	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, }		{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : }	{e.g., municipality of....., }		{e.g., sole Consultant }

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Head, Department of Water Supply and Sanitation
Water Works Complex,
Sector-54, Phase-2
Mohali - 160055

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Statutory Audit of Head Department of Water Supply and Sanitation and Fifty Two Water Supply and Sanitation Divisions for the year **F.Y 2023-24 & 2024-25** Punjab Rural Water and Sanitation Sector Improvement Project in accordance with your Request for Proposals dated _____ and our Proposal. Based on Least Cost Based Selection procedure (LCS).

Our attached Financial Proposal is for the amount of **Rs._____ (Rs._____per Audit per Year)**, *excluding and other applicable Taxes or Cess in accordance with Clause 25.1 in the Data Sheet*. The estimated amount of *GST and other applicable Taxes or Cess* is {Insert currency} {Insert amount in words and figures}. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount Purpose of Commission (In INR	or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet ; delete columns which are not used}			
	{In INR} <i>Local Currency, if used and/or required (16.4 Data Sheet)</i>			
Cost of the Financial Proposal				
<u>Total Cost of the Financial Proposal per year:</u> {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) SGST				
(ii) CGST				
(iii) Applicable Taxes/Cess				
<u>Total Tax:</u>				
<u>Total (including taxes)</u>				

Footnote: Payments will be made in the INR

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest payslips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Section 6. Corrupt and Fraudulent Practices

“Fraud and Corruption

1. All the personnel of the Bidders (proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and the personnel of Procuring Entities need to observe the highest standard of ethics during the procurement process, selection and contract execution, and refrain from Fraud and Corruption.
 2. The various terms are defined as under:
 - a. **“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;
 - b. **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - c. **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - d. **“obstructive practice”** is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede 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;
 3. The approving competent authority of Procuring Entity shall reject a proposal for award if it determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 4. In addition to the provisions of Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988), pursuant to the Section 26 of the Act, may blacklist a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded contract; (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a contract; and (iii) to participate further in the implementation of any project;
 5. The Procuring Entity and all officers or employees of the Procuring Entity, whether involved in the procurement process or otherwise, or Bidders or Consultants and their representatives or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.
 6. All personnel of Procuring Entity and Bidders and/or Consultants and their representatives concerned with the entire procurement process and execution of subsequent contract entered into with the successful Bidder may refer to Section 7 and Chapter XII of ‘The Punjab Transparency in Public Procurement Act, 2019’ and Rule 20 of ‘The Punjab Transparency in Public Procurement Rules, 2020’ in this regard. Any breach of code of integrity shall attract provisions of the Act and the Rules.
-

Section 7 TERMS OF REFERENCE (TOR)

JAL JEEVAN MISSION (JJM)

STATUTORY AUDIT OF ACCOUNTS OF HEAD DWSS AND 52 WATER SUPPLY & SANITATION DIVISIONS

1. **Background:**

The Central Government assistance to States for rural water supply began in 1972 with the launch of Accelerated Rural Water Supply Programme (ARWSP). It was renamed as National Rural Drinking Water Programme (NRDWP) in 2009, which is a centrally sponsored scheme with fund sharing between the Centre and the States. Under NRDWP, one of the objectives was to “enable all households to have access to and use safe & adequate drinking water within premises to the extent possible”. It was proposed to achieve the goal by 2030, coinciding with the United Nation’s Sustainable Development Goals. But now, it has been planned to achieve the goal by 2024 through Jal Jeevan Mission (JJM). At present, only 67.98% of rural households i.e., 3.07 Crore out of the total 19.23 Crore rural households in the country, have piped water connection.

Government of India has restructured and subsumed the ongoing National Rural Drinking Water Programme (NRDWP) into Jal Jeevan Mission (JJM) to provide Functional Household Tap Connection (FHTC) to every rural household i.e. Har Ghar Jal by 2024.

Rural water supply scenario in Punjab

The DWSS in PUNJAB has undertaken various works related to Augmentation/Bifurcation/Retrofitting/Improvement of various rural water supply schemes under National Rural Drinking Water Programme, World Bank Assisted PRWSS/PRWSSIP and Nabard assisted RIDF programme with major emphasis on ensuring sustainability of water availability in terms of potability, adequacy, convenience, affordability and equity, on a sustainable basis, while also adopting decentralized approach involving PRIs and GPWSCs in operation and management of Rural water supply schemes.

Under Jal Jeevan Mission Punjab, it is a mandate to provide potable drinking water within the premises of every rural household with minimum 70 lpcd. Out of 34,25,723 nos. of rural households in the state, 16,78,558 nos. (49.00%) of households had already been provided with FHTC as on 15/08/2019. At present, all 34,25,723 nos. of rural households have been provided with FHTC and all 11,900 villages are Har Ghar Jal certified. Presently, there are various completed and ongoing schemes under the erstwhile NRDWP programme which have now been taken up under Jal Jeevan Mission and many new schemes approved under JJM since the launch of programme.

Jal Jeevan Mission

Jal Jeevan Mission aims to provide Functional House Tap Connection (FHTC) to every rural household with a minimum water supply service standard of 55 LPCD. The broad objectives of the Mission are:

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

The following categories of schemes are taken up under Jal Jeevan Mission

- i.** Retrofitting of ongoing schemes taken up under erstwhile NRDWP for the last mile connectivity;
- ii.** Retrofitting of completed rural water supply schemes to make it JJM compliant;
- iii.** Single Village Scheme (SVS) in villages having adequate groundwater/spring water/local or surface water source of prescribed quality;
- iv.** Single Village Scheme (SVS) in villages having adequate groundwater that needs treatment;
- v.** Multi Village Scheme (MVS) with water grids/regional water supply scheme; and
- vi.** Mini solar power-based piped water supply in isolated/ tribal hamlets.

2. Objective:

The objective is to hire an experienced Chartered Accountant (CA) Firm empaneled with CAG for carrying out Statutory Audit of Accounts of Head office, DWSS and 52 Divisions of DWSS Punjab at various locations under Jal Jeevan Mission.

3. Scope of Work:

The empaneled CA Firms should carry out their work for the followings:-

- a)** Jal Jeevan Mission State Nodal Accounts.
- b)** Jal Jeevan Mission Divisional Accounts.
- c)** GST Return for JJM State and Division Accounts.

- d) IT Return for JJM State and Division Accounts.
- e) Compilation of statutory Audit report.

The Audit of Accounts should be done as prescribed by the Ministry of Jal Shakti, Department of Drinking Water and Sanitation, Govt of India.

(https://jalshakti-ddws.gov.in/sites/default/files/JJM_Operational_Guidelines.pdf)

Zone wise details of the Offices covered for auditing are given as under:

- (i) **South Zone:** Chandigarh, Patiala, Sangrur, Ludhiana Circles having 17 Division offices including HO Office each year.
- (ii) **North Zone:** Jalandhar, Hoshiarpur, Gurdaspur and Amritsar Circles having 20 Division offices of each year.
- (iii) **Central Zone:** Bathinda, Faridkot, Muktsar, Ferozepur having 15 Division offices each year.

The scope of work for the empaneled CA firm shall be as per the following:-

- a) Audit of all accounts of 52 Division offices, preparation of audited statements/audit report at Division and District level for JJM and submit its report to Head, DWSS
- b) Audit of accounts of HoD office, Preparation of audited statements/audit report at Mission Director level for JJM Account and Compilation of the Divisional accounts.
- c) To collect UCs from various divisions and submit authenticated UCs (with stamp) in the Finance Wing of DWSS.
- d) Verification of DWSS Account statements/interest accrued etc. as per programme guidelines and reporting of the same in audit reports.
- e) Reconciliation of JJM/SWSM DWSS account with book of accounts maintained at Division/SWSM level for JJM programmes.
- f) Reconciliation of the IMIS financial entry with book of accounts maintained at Divisional /SWSM level for JJM programme.
- g) Reconciliation of the programme wise receipts/expenditure amongst District/SWSM level for JJM programme.
- h) Any other accounting/audit work entrusted by Mission Director Jal Jeevan Mission, as per exigencies during the audit on mutually agreed terms and conditions.

Note : *Audited statements will include receipts and expenditure statement/balance sheet/Fund-Flow statement and any other*

statement prescribed by GoI/GoP/CAG/JJM as per programme requirements.3

The programme guidelines are to be collected from the website of Jal Jeevan Mission, Ministry of Jal Shakti, Department of Drinking Water and Sanitation (<https://jalshakti-ddws.gov.in/en>)

The Rates quoted should be lump sum for audit of NRDWP/JJM accounts and Consolidated Financial Statements for **F.Y 2023-24 & 2024-25**. Payment will be made **annually** after submission of Audit Reports and Consolidated Financial Statements for **F.Y 2023-24 & 2024-25** **respectively** on acceptance of the same by Mission Director, Department of Water Supply and Sanitation. Rates should be quoted per year on Lump sum basis. The proposal should include per year rates quoted (in Indian Rupees only) inclusive of all applicable taxes/Cess and any other statutory levies, for the entire scope of work with no escalation provision for whatever reason valid till the complete execution of the assignment as per the Audit guidelines issued by

4. **Coverage of the Statutory Audit**

The Statutory Audit would cover the entire Program activities in the state i.e., covering all sources and application of funds for the Program. The auditor would audit Water Supply and Sanitation Divisions Offices of the programme and Head Office in a manner that each Division and Head Office is covered within three (3) months. The audit will include such tests and controls, as the consultant considers necessary under the circumstances to perform the following tasks:

- The Firm should finalize all the Reports of the all the (52) Divisional offices, HoD office, Mohali and Consolidated Financial Statement within 60 Days and submit the same to Head Department of Water Supply and Sanitation.

5. **Consultancy Duration:**

The Statutory Audit would be carried out by the Auditors/Consultants for the **financial years F.Y 2023-24 & 2024-25** after closing of financial year. Statutory Audit Reports will be submitted by the Consultant **within 60 days from the date of request letter for conducting audit**. The consultancy duration may be increased/ decreased with mutual consents of both the parties on same terms and conditions of Contract Agreement.

6. **Reports/Output to be submitted:**

- 6.1 The Consultant shall submit the report containing consultant's activities, staff deployed, findings and recommendations of activities mentioned in the scope of work. The contents of these reports shall be agreed with the DWSS on the commencement of the services. The Consultant shall ensure timely submission of Statutory Audit Reports. The reports should be accurate, objective and backed-up by evidence and a clear rationale. The Consultant will be required to make presentations as needed and clarify in a timely manner, and issues and questions raised by DWSS
- 6.2 The Report shall contain the records verified, deviations, if any, the adequacy of internal controls and the adherence to General Financial Rules and Government orders of the Govt. of Punjab and DWSS, Ministry of Jal Shakti. The report should be discussed and agreed with the Executive Engineers of Water Supply and Sanitation Divisions and Head Department of Water Supply and Sanitation and should be structured in a manner giving the observations, the implications of the observations, the suggested recommendation, and the management comments/agreed actions. The Consultant shall submit the following reports through hard as well as soft copy to Head, DWSS and concerned Divisions.
- 6.3 Head Office/WSS Divisions shall provide access to all vouchers, supporting, books of accounts, previous audit statements and all relevant documents. The auditor will also be provided with the Audit Reports submitted by the Concurrent Auditors on the audit of accounts of Gram Panchayat Water Supply & Sanitation Committees. If required, Head Office will arrange meeting between the Statutory Auditor & Concurrent Auditors/ internal Auditors who have already been appointed to conduct the audit of accounts of Gram Panchayat Water Supply & Sanitation Committees. Both the auditors should share their respective reports and exchange the observations made during the audit.
- 6.4 The consultant shall submit the Audit Report as per Annex III of JJM Operational Guidelines (Annex -D) (Consolidated Audit Report for JJM/ Support & WQM&S)
- 6.5 The consultants are required to submit all the documents in original & countersigned by Competent Authority of SWSM with official stamp.
- 6.6 Audit reports for NRDWP/Jal Jeevan Mission (JJM) and Support/WQM&S fund to be submitted separately) Containing following points:-

- (i) Auditor's Report
- (ii) Receipt & Payment Account.
- (iii) Income & Expenditure Account
- (iv) Balance sheet
- (v) Notes Forming Part of Accounts (Reporting about physical output)
- (vi) Auditor's observations as 'Annex' (in case of any observation, reply countersigned by Chartered Accountant is required)

6.7 Format for Audit Report as per Annex III of JJM Operational Guidelines

6.7.1 Auditor's Report

To

The State Water and Sanitation

Mission Address:

1. We have audited the attached Balance Sheet of State Water and Sanitation Mission ('the Grantee') "Account-erstwhile National Rural Drinking Water Programme (NRDWP) and Jal Jeevan Mission (as the case may be)" as at March 31, 20..and also the Income and Expenditure Account and Receipts and Payment Account for the year ended on that date annexed thereto . These financial statements are the responsibility of the Grantee's management. Our responsibility is to express an opinion on these financial statements based on our audit.
2. We conducted our audit in accordance with auditing standards generally accepted in India. Those Standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.
3. Further to our comments in the Annexure referred to above, we report that:
 - i. We have obtained all the information and explanations, which to the best of our knowledge and belief we re necessary for the purposes of our audit;
 - ii. In our opinion, proper books of account as required have been kept by the Grantee so far as appears from our examination of those books;
 - iii. The balance sheet, income and expenditure account and receipts and payment account dealt with by this report are in agreement with the books of account;
 - iv. In our opinion, and to the best of our knowledge and according to the explanations given to us and subject to our observations annexed herewith we report that:
 - a. The Balance Sheet, gives a true and correct view of the state and affairs of the Grantee "Account-on-erstwhile National Rural Drinking Water Programme (NRDWP)/Jal Jeevan Mission- JJM (As the case may be)" as on 31.3.20..
 - b. The Income and Expenditure Account gives a true and correct view of excess of income over expenditure for the period ended 31.03.20.

- c. The receipts and Payment Account gives a true and correct view of the transactions under the programme/scheme for the period ended on 31.03.20.
- v. Expenditure reported in the Income and Expenditure account is properly reflected in the Utilization Certificate(s) for the same period.

Signature of Chartered Accountant with Seal)

Name in full.....

.....
Membership No. _____

CAG Empanelment No. & Year/ Contact No.

6.7.2 Receipt and payment account

State Water and Sanitation Mission ___ _

Receipt & Payment Accounts for the period

1st April, 20....to 1st March, 20....

Name of the scheme-JalJeevanMission(Erstwhile NRDWP)

(Rs. in lakhs)

Rec eipt	Amo unt	Pay ment	Amo unt
1. OpeningBalance i) Cash inHand ii) Cash atDWSS iii) Deposits at Division/Districtsetc.		1. Advances givento i) ImplementingAgencies ii) Any other agenciesetc.	
2. Receipt ofGrants i) CentralGovernment ii) StateGovernment iii) OtherAgencies		2. Expenditure incurred for the purpose of approved work undertaken under National Rural Drinking Water Programme and/ or JJM ;	
3. Interest received from DWSSs			
4. Refund of Advance/ Grant/ Grantfrom i) ImplementingAgencies ii) Any other agenciesetc.		NRDWP and/ or JJM (Normal component) NWQSM JE-AES	
		3. Audit Fees	
5. Miscellaneous			
		4. Closing Balance	

Signature of Competent

Office seal

Authority Name in full

Contact No.

(Signature of Chartered Accountant with Seal)

Name in full _____ Membership No. _____ CAG Empanelment No. & Year

Contact No.

6.7.3 Income and expenditure account

State Water and Sanitation Mission _____ -

Income & Expenditure Accounts for the period

1st April, 20..to 31st March, 20..

Name of the scheme- JalJeevan Mission (Erstwhile NRDWP)

(Rs. in lakhs)

Expend iture	Amo unt	Inco me	Amo unt
<p>1. Expenditure incurred for the purpose of approved work undertaken under National Rural Drinking Water Programme;</p> <p>NRDWP and/ or JJM (Normal component) NWQSM JE-AES</p> <p>2. Audit Fees</p> <p>3. Excess of Income over Expenditure carried over to Balance sheet.</p> <p>i) Cash in Hand ii) Cash at DWSS iii) Deposits at Division/District etc.</p> <p>2. Receipt of Grants</p> <p>i) Central Government ii) State Government iii) Other Agencies</p> <p>3. Interest received from DWSSs</p> <p>4. Refund of Advance/ Grant/ Grant from</p> <p>i) Implementing Agencies ii) Any other agencies etc.</p> <p>5. Miscellaneous</p>		<p>1. Grants-in-Aid/ Subsidy received from</p> <p>(a) Central Govt. (b) State Govt. (c) Other Agencies</p> <p>2. Interest received during the year from the DWSS Accounts Received during the year Add: Accrued during the year Less: Related to previous year</p> <p>3. Refund of unspent grants by the Implementing Agencies</p> <p>4. Miscellaneous Receipts</p> <p>5. Excess Expenditure carried over to Balance Sheet.</p>	

Signature of Competent

Authority Name in full

Office seal

Contact No.

(Signature of Chartered Accountant with Seal)

Name in full _____

Membership No. _____

CAG Empanelment No. & Year

6.7.4 Balance sheet

State Water and Sanitation Mission__

—

Balance Sheet as on 31st March,20..

Name of the scheme- JalJeevan Mission (Erstwhile NRDWP)

Rs. in lakhs)

Capital fund requirement	Previous Year Amount	Current Year Amount
Accumulated Fund Opening Balance Add/Deduct Balance Transferred From Income & Expenditure Account		
Current Liabilities i.) Outstanding Expenses/Payables ii.) Any other Liability		
Total		
Assets		
Fixed Assets (i) Vehicles (ii) Furniture & fixtures (iii) Office Equipment (iv) Computers & Peripherals (v) Others etc.		
Current Assets & advances (i) Stock (ii) Temporary Transfer of Funds to other schemes recoverable (iii) Closing Balance (a) Cash in Hand (b) Cash at DWSS (c) Account Receivables and Advances recoverable (i) Implementing Agencies		

(ii) Other Agencies (iii) Staff (iv) Suppliers etc.		
Total		

Signature of Competent

Authority Name in full

Office seal

Contact No.

(Signature of Chartered Accountant with

his Seal)

Name in full _____

Membership No. _____

CAG Empanelment No. & Year

6.7.4.1 Statement of Component wise break up of Receipts

State Water and Sanitation Mission_ _

This is to certify that following are the component wise breakup details of the funds received under NRDWP and/ or JJM for the year.

	Opening Balance	Grants	DWSS Interest	Expenditure	Closing balance
Normal Component (Coverage of FHTC)					
NWQSM					
JE-AES					
Total					

Signature of Competent

Authority Name in full

Office seal

Contact No.

(Signature of Chartered Accountant with Seal)

Name in full _____

Membership No. _____

CAG Empanelment No. & Year

Contact No.

6.8 Notes Forming part of the Accounts

State Water and Sanitation Mission__ _

Physical Output Jal Jeevan Mission (Erstwhile NRDWP) for the utilized funds as reported in the Income and Expenditure Account :

Components of National Rural Drinking Water

Physical Output (in verifiable term)

Coverage of FHTC :

- i. Hand pumps
- ii. Single village Piped Water Supply schemes
 - Surfacesources
 - Ground Water Sources
- iii. Multi village Piped Water Supply schemes
 - Surfacesources
 - Ground WaterSources
- iv. Others (dugwell, sanitarywell)
- v. Sustainability structureswithcategor yetc.
- vi. JE-AES
- vii. NWQSM
- viii. Others (ifany)

Signature of Competent

(Signature of Chartered Accountant with Seal)

Authority Name in full

Name in full_____

Office seal

Membership No._____

Contact No.

CAG Empanelment No.& Year

Contact No.

6.9 Auditor's Observations

State Water and Sanitation Mission

Name of the organization receiving grants:

Sr. No.	Issues	Observation of the Auditor
1	Opening Balance & Closing Balance of the Receipts and Payments account tallies with that of Cash Book.	
2	Opening Balance adopted tallies with Closing Balance of the last year	
3	Whether grantee or other implementing agencies have diverted/ intertransferred funds from one scheme to another Central Scheme or State funded Scheme during the period in contravention to the existing guidelines? If so details thereof.	
4	Are there any mis-utilisation/ unrelated expenditure and misappropriation of funds by the grantee or other implementing agencies during the year? If so details thereof.	
5	There is only prescribed number of DWSS accounts for the scheme	
6	There does not exist any minus balance at any stage during the year.	
7	Where the Sanction Order of the Ministry specifies certain conditions at the time of release of funds, whether the same has been fulfilled.	
8	Scheme funds are being kept only in savings account	
9	Interest earned has been added to the scheme fund	
10	Whether interest money is being utilized strictly for the programme purposes as laid down in the existing guidelines	
11	State share, as per programme guidelines, for the year has been received during the year	
12	All receipts/ refunds have been correctly accounted for and remitted in to the DWSS account of the scheme	
13	Scheme funds are not being kept in the State Treasury	
14	DWSS Reconciliation is being done regularly	
15	Name and address of the previous Auditor.	

Signature of Competent

Office seal ContactNo.

Authority Name in full

(Signature of Chartered

Membership No. _____

d Accountant with Seal

CAG Empanelment No. & Year

)

Contact No.

Name in full _____

7. **Methodology (Expected):**

- Regular audit methodology;
- Review of all documents of Divisions and Head office
- Compliance to Operational guidelines for implementation of JJM
- Physical verification of assets created out of JJM funds and other Schemes
- Discussions as required to validate findings and discuss suggestions.
- Recommendations of the Consultant for improvement, if required
- **Visit of all Divisions/Head DWSS office for audit.**

8. **Terms of Payments:**

Sr. No.	Deliverables	Payment
1.	Annual Audit Report	<ul style="list-style-type: none">• Payment will be made after submission and acceptance of consolidated Annual Audit Report and utilization certificate of State by Head, DWSS• Final Audit Report and Utilization Certificate should be furnished within period of 60 days from the date of allotment of work.• The payment will be made year wise after submission of report of respective year.

9. **Eligibility/Short listing criteria are as under:**

Technical:

- (a) The consultant must have executed at least one assignment (funded by World Bank/ Multi-lateral funding agency/Central Govt./ State Govt.) relevant to the assignment during last 5 years from date of last submission of proposal.
- (b) **The firm must be empaneled with C&AG for the period 2024-25 (Evidence Required: provide empanelment certificate with proposal).**
- (c) The firm The assignments of subsequent years will be given on production of C&AG empanelment certificate of that particular year.
- (d) or any of its partner should not be blacklisted by any PSU or Govt. department or any other organization in respect of any assignment or behavior. (Evidence Required: Self attested affidavit on Rs.100 Stamp paper/ e-stamp is to be given in this regard by the authorized person of the firm)

Financial

- (a) The average annual turnover of the three financial years in last five years must not be less than Rs 25.0 lacs. (Evidence Required: Consolidated Average Annual Certificate duly certified by Chartered Accountant)

Full particulars of the constitution, ownership, organizational structure, and main activities performed by prospective CA firm should be provided with proposal, including details such as:

Sr. No.	Description	Details	Enclosures (Yes/No)	Annexure No.
1	Name of the firm/ organization and its registered office			
2	Correspondence address of the firm, Phone, e-mail			
3	a)Status/ Constitution of organization, b)Date of constitution of the Firm			
4	Firm's Registration No with ICAI			
5	Empanelment No with C&AG			
6	PAN No of the Firm			
7	GST No of the Firm			
8	Empanelment Certificate for the years 2024-25 with CAG/ provisional empanelment certificate for the year 2024-25			
9	Not Blacklisting Certificate/ undertaking			
10	Bank Details: Name,Branch,A/C No: IFSC Code:	Copy of Bank Pass book/cancelled cheque.		

(Note: The Technical Proposal which fulfill the eligibility criteria shall be evaluated further for selection criteria)

Selection Criteria, Sub Criteria & Point System for the Evaluation of the technical proposal:

1.	Description	Marks
----	-------------	-------

	CA should be CA&G Empanelled.	Total Marks:100
--	--	------------------------

Minimum required marks in Technical Bid = 70

10. Ownership:

The consultancy is funded by GoP/JJM and therefore DWSS is the owner of the consultancy output. The consultant will have no right or claim to the consultancy after its completion. The Consultant shall not use the outputs of consultancy without prior consent of GOP.

HEAD

DEPARTMENT OF WATER SUPPLY AND SANITATION

Water Works Complex, Phase-2, SAS Nagar Mohali

Tel/Fax: 0172-2270101, 4330301, 433017,

E-mail ID: hod.dwss@gmail.com

PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

1. Part II includes two types of standard Contract forms for Consulting Services (a Lump-Sum Contract) that are based on the contract forms included in the harmonized Standard Request for Proposals.
2. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

Contents

Preface
I. Form of Contract.....
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A. General Provisions
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2. Relationship Between the Parties.....
3. Law Governing Contract
4. Language
5. Headings
6. Communications .....	.....
7. Location .....	.....
8. Authority of Member in Charge .....	.....
9. Authorized Representatives .....	.....
10. Corrupt and Fraudulent Practices.....	.....
B. Commencement, Completion, Modification and Termination of Contract .....	.....
11. Effectiveness of Contract .....	.....
12. Termination of Contract for Failure to Become Effective .....	.....
13. Commencement of Services .....	.....
14. Expiration of Contract
15. Entire Agreement
16. Modifications or Variations
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C. Obligations of the Consultant
20. General
21. Conflict of Interests.....
22. Confidentiality
23. Liability of the Consultant .....	.....
24. Insurance to be Taken out by the Consultant.....	.....
25. Accounting, Inspection and Auditing.....	.....
26. Reporting Obligations .....	.....
27. Proprietary Rights of the Client in Reports and Records .....	.....
28. Equipment, Vehicles and Materials .....	.....
D. Consultant's Experts and Sub-Consultants .....	.....
29. Description of Key Experts .....	.....
30. Replacement of Key Experts .....	.....

31. Removal of Experts or Sub-consultants

E. Obligations of the Client

32. Assistance and Exemptions

33. Access to Project Site

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

35. Services, Facilities and Property of the Client

36. Counterpart Personnel

37. Payment Obligation

F. Payments to the Consultant

38. Contract Price

39. Taxes and Duties

40. Currency of Payment

41. Mode of Billing and Payment

42. Interest on Delayed Payments

G. Fairness and Good Faith

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H. Settlement of Disputes

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45. Dispute Resolution

Attachment 1: Corrupt and Fraudulent Practices

III. Special Conditions of Contract

IV. Appendices

Appendix A – Terms of Reference

Appendix B - Key Experts

Appendix C – Breakdown of Contract Price

Appendix E - Form of Advance Payments Guarantee

Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Govt.'s Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

**CONTRACT FOR CONSULTANT'S SERVICES
Lump-Sum**

Project Name:

Selection of Consulting Services for: Statutory Audit of Head Department of Water Supply and Sanitation and 52 Water Supply and Sanitation Divisions for **F.Y 2023-24 & 2024-25**

Under

JJM

between

Head, Department of Water Supply & Sanitation

and

[Name of the Consultant]

Dated: _____

Form of Contract LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a grant from Govt. of India toward the cost of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood that (i) payments by the Govt. of Punjab will be made only at the request of the Client and upon approval by the Govt. of Punjab; (ii) such payments will be subject, in all respects, to the terms and conditions of the grant agreement, including prohibitions of withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Govt. of Punjab is prohibited by the decision and (iii) no party other than the Client shall derive any rights from the grant agreement or have any claim to the grant proceeds;

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 “Govt. of Punjab’s Policy” – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: CA&G Empanelment
 - Appendix C: Contract Price with Taxes

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including

Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

For and on behalf of *Head, DWSS*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

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 means Guidelines for Selection and Employment of Consultants under Punjab Transparency in Public Procurement Rules 2022.
 - (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) Deleted
 - (d) “Borrower” means the Government of Punjab, Government agency or other entity that signs the financing agreement.
 - (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 GCC11.
 - (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
-

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

2. Relationship between the Parties

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

-
- 3. Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. Corrupt and Fraudulent Practices** 10.1. The DWSS 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 or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
-

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm commencement 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 DWSS is required.
- 17. Force Majeure**

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- 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
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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**
- 17.5A 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 ForceMajeure.
- 17.6A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any casenot 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 aspossible.
- 17.7Any 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 ForceMajeure.
- 17.8During 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 reasonablyand
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necessarily incurred, and, if required by the Client, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

18. Suspension

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

19. Termination

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

a. By the Client

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

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC18;
 - (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
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- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC13.

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 Clauses GCC 49.1 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 49.1.
- (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 GCC28.

e. Payment upon Termination

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

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be 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 Deleted

(a) Deleted

(b) Deleted

20.6 Deleted

**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 41 through 46) 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 DWSS's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the

exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality**
- 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant**
- 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under 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.
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**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 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 DWSS and/or persons appointed by the DWSS 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 DWSS if requested by the DWSS. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the DWSS'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 DWSS's prevailing sanctions procedures.)

**26. Reporting
Obligations**

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

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

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

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

**28. Equipment,
Vehicles and
Materials**

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

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts 29.1 Deleted

30. Replacement of Key Experts 30.1 Deleted
30.2 Deleted

31. Removal of Experts or Sub-Consultant 31.1 Deleted
31.2 Deleted
31.3 Deleted
31.4 Deleted

E. OBLIGATIONS OF THE CLIENT**32. Assistance and Exemptions**

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform theServices.
- (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 theContract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligibledependents.
- (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'scountry.
- (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 theServices.
- (f) Provide to the Consultant any such other assistance as may be specified in theSCC.

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 anyproperty

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 GCC38.1

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**.
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- 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 GCC38.1.

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

41.2.1 *Advance payment*: Deleted

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

41.2.3 *The Final Payment*. The final payment under this Clause shall be made only after the final report 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 here under.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond ninety (90) 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 49.1 shall apply.

45. Dispute Resolution

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

II. General Conditions

Code of Integrity and Corrupt & Fraudulent Practices

“Fraud and Corruption

1. All the personnel of the Bidders (proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and the personnel of Procuring Entities need to observe the highest standard of ethics during the procurement process, selection and contract execution, and refrain from Fraud and Corruption.
2. The various terms are defined as under:
 - a)
 - I. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹⁷;
 - 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 obligation¹⁸;
 - 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 party¹⁹;
 - 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 party²⁰;
 - 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 DWSS 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 DWSS’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 Grant allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Grant 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

II. General Conditions of Contract

having taken timely and appropriate action satisfactory to the DWSS to address such practices when they occur, including by failing to inform the DWSS in a timely manner they knew of the practices;

- d) will sanction a firm or an individual at any time, in accordance with prevailing DWSS's sanctions procedures, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a DWSS-financed contract, and ii) to be a nominated sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a DWSS-financed contract.
 - e) will require that a clause be included in the RFP and in contracts financed by a DWSS grant requiring consultants, and their agents, personnel, sub-consultants, sub-contractors, service providers, or suppliers, to permit the DWSS to inspect all accounts, records, and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the DWSS; and
 - f) the DWSS retains the right to require the Borrower to invoke remedies such as suspension or termination however DWSS will not finance the related expenditures and will apply other remedies as appropriate.
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III. Special Conditions of Contract


[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Name of the Client: HEAD, DWSS Department Of Water Supply & Sanitation, Water Works Complex, Phase-2, Sahibzada Ajit Singh Nagar-160055, Fax no.0172-4330317, 4330316 Email: hoddwss@gmail.com</p> <p>Consultant : _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (where permitted): _____</p>
8.1	<p>The Lead Member on behalf of the JV is _____</p> <p style="text-align: right;"><i>[insert name of the member]</i></p>

9.1	The Authorized Representatives are: For the Client: For the Client: EE Coordination C/o Head, DWSSHE For the Consultant: <i>[name, title]</i> _____
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11.1	The effectiveness conditions are the following: <i>Signing of Contract</i>
12.1	Termination of Contract for Failure to Become Effective: The time period shall be 60 (Sixty) days
13.1	Commencement of Services: The number of days shall be 5 (Five) days
14.1	Expiration of Contract: The time period shall be 3 months from the signing of the Contract
21 b.	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 Yes

23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>“Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none">(i) for any indirect or consequential loss or damage; and(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none">(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;(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”
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24.1	As per GCC 24.1 

27.1	<i>As per GCC</i>
27.2	The Consultant shall not use the <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.
32.1 (a) through (e)	<i>As per GCC</i>
32.1(f)	<i>Deleted</i>
38.1	The Contract price is: _____ [insert amount in Rs] exclusive of GST, applicable taxes & cess. Taxes /cess amount : _____ [insert amount in Rs] Total amount : _____ [insert amount in Rs]

39.1 and 39.2	As per GCC

<p>41.2</p>	<p>The payment schedule: <i>As per Appendix A.</i> <u>Terms of Payments:</u></p> <table border="1" data-bbox="500 1159 1429 1361"> <thead> <tr> <th data-bbox="500 1159 571 1223">Sr. No.</th> <th data-bbox="571 1159 820 1223">Deliverables</th> <th data-bbox="820 1159 1429 1223">Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="500 1223 571 1361">1.</td> <td data-bbox="571 1223 820 1361">Statutory Audit Report</td> <td data-bbox="820 1223 1429 1361"> <ul style="list-style-type: none"> • Submission and acceptance of agreed Statutory Audit Reports by Head DWSS. • Within 60 Days after acceptance of agreed Statutory Audit Reports. </td> </tr> </tbody> </table>	Sr. No.	Deliverables	Payment	1.	Statutory Audit Report	<ul style="list-style-type: none"> • Submission and acceptance of agreed Statutory Audit Reports by Head DWSS. • Within 60 Days after acceptance of agreed Statutory Audit Reports.
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<p>41.2.1</p>	<p><i>Deleted</i></p>						

41.2.4	The accounts are: for local currency: <i>[insert account]</i> .
42.1	The interest rate is: <i>Nil</i>
45.1	As per GCC

	
	<ol style="list-style-type: none"><li data-bbox="508 1236 1424 1342">2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with Arbitration and Conciliation Act 1996 as in force on the date of thisContract.<li data-bbox="508 1385 1424 1491">3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.

	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding here under:</p> <ul style="list-style-type: none">(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>Punjab</i>(b) the <i>English</i> language shall be the official language for all purposes;and(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

APPENDIX C – REMUNERATION COST ESTIMATES

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price.]

The table shall be based on Form FIN-2 in the consultant's proposal.
