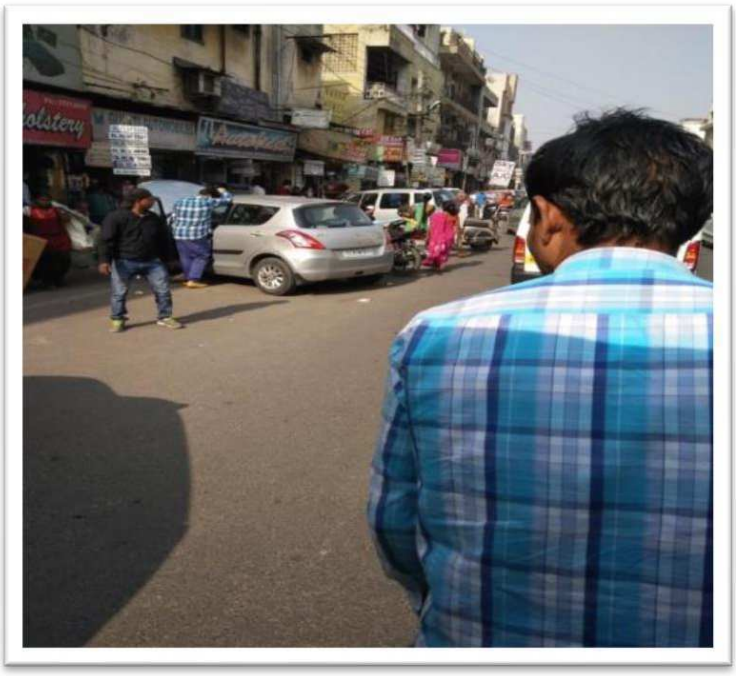
Annexure 13:TransectWalk Details

Transect Walk Documentation

Sl. No	Subproject Component and Location	IR Impacts	Photograph
1	CD PARK to UGR	The road is 16 feet wide, there is parking on the road, this location is likely to have access disruptions during construction, in case the Contractor does not have a proper plan for construction. It is expected that with proper mitigation plan in place and scheduling of works in mostly night shifts when construction would be carried out in congested zones, all temporary impacts as anticipated earlier may be avoided.	

Sl. No	Subproject Component and Location	IR Impacts	Photograph
2	ChaddhaBhojnalay to SBI	This section the road is 32 feet. There are shops on either side. The section has about 5 dhabas; 40 car and bike repairing shops; 20 general stores; 3 banks; 5 sweet shops; and 40 other shops. All impacts may be easily avoided as there is sufficient ROW. Temporary access disruption is only anticipated in this stretch.	 

Sl. No	Subproject Component and Location	IR Impacts	Photograph
3	GTB Nagar Metro station to Transport office	This section has a road width of 38 feet. There are about 40 mobile vendors; 16 general stores; and 40 other shops located here. This section will need a traffic management plan along with a construction work plan to avoid all impacts	

Sl. No	Subproject Component and Location	IR Impacts	Photograph
4	Jahangirpuri H Block TO B Block (Mangal Bazar)	This is about 17 feet wide road. The activities identified include 7-10 car and bike repairing shops;2-3 dhabas;15-20 mobile vendors; 10-12 general stores; 15-20 cigarette shops; and 20-22 other shops. The mobile vendors would be assisted to shift temporarily to nearby location; any access disruption would be mitigated by placing planks at intervals and proper dissemination of information would be completed as regards the construction schedule to all concerned.	

Sl. No	Subproject Component and Location	IR Impacts	Photograph
5	Near DTC terminal To SBI lalbagh	This is a wide 38 feet road. There are about 100 mobile vendors identified along the stretch; 6 general stores; and 50 other stores. Enough ROW available.	

Sl. No	Subproject Component and Location	IR Impacts	Photograph
6	Sewage pumping station to GT Road	This is a 30 feet road. There are 17 general stores; 10 bike and car repair shops; and 40 other shops. This is no longer in scope of works	

Sl. No	Subproject Component and Location	IR Impacts	Photograph
7	Signature APT to Sarvodaya Vidyalaya	This road is 33 feet wide. There are 10-15 educational institutions; 10-12 general stores; 8 dhabas; 15-20 book stores; and 3 banks. Sufficient ROW available. With proper traffic management plan, all impacts can be avoided successfully.	

Sl. No	Subproject Component and Location	IR Impacts	Photograph
8	Slum towards Gopalpur	14 feet wide. Though this section is narrow, there is very little commercial activity ongoing. There are 4 general stores; 3 meat shops; and 3 other shops. Only access disruption is expected. With proper sensitization of contractor and night shifts work schedule, all hinderances may be avoided.	

Sl. No	Subproject Component and Location	IR Impacts	Photograph
9	TB. Hospital To Parmanand Chowk	This road is 28 feet in width. This section has over 600 shops and 200 vendors located. Enough ROW to accommodate pipeline. Work may be undertaken in stretches (18-20 mtrs) to avoid inconvenience to public and traffic in general. It was explained that the project and the contractor will ensure that movement is not hampered during construction. - The construction will be done in sections so as not to hamper movement. TB hospital is a government hospital and besides the main gate , it was explored that there are 2 other alternative gates of same dimension which can be used for patients and others who would approach hospital.	

Sl. No	Subproject Component and Location	IR Impacts	Photograph
		Finally, DJB would intimate and request hospital authority for operation of other alternative gates as and when necessary during execution.	

Annexure 14:Template for R&R Information Disclosure

GOVERNMENT OF NCT of DELHI

DELHI JAL BOARD

DELHI WATER SUPPLY IMPROVEMENT INVESTMENT PROGRAM

PROJECT INFORMATION BROCHURE

RESETTLEMENT & REHABILITATION

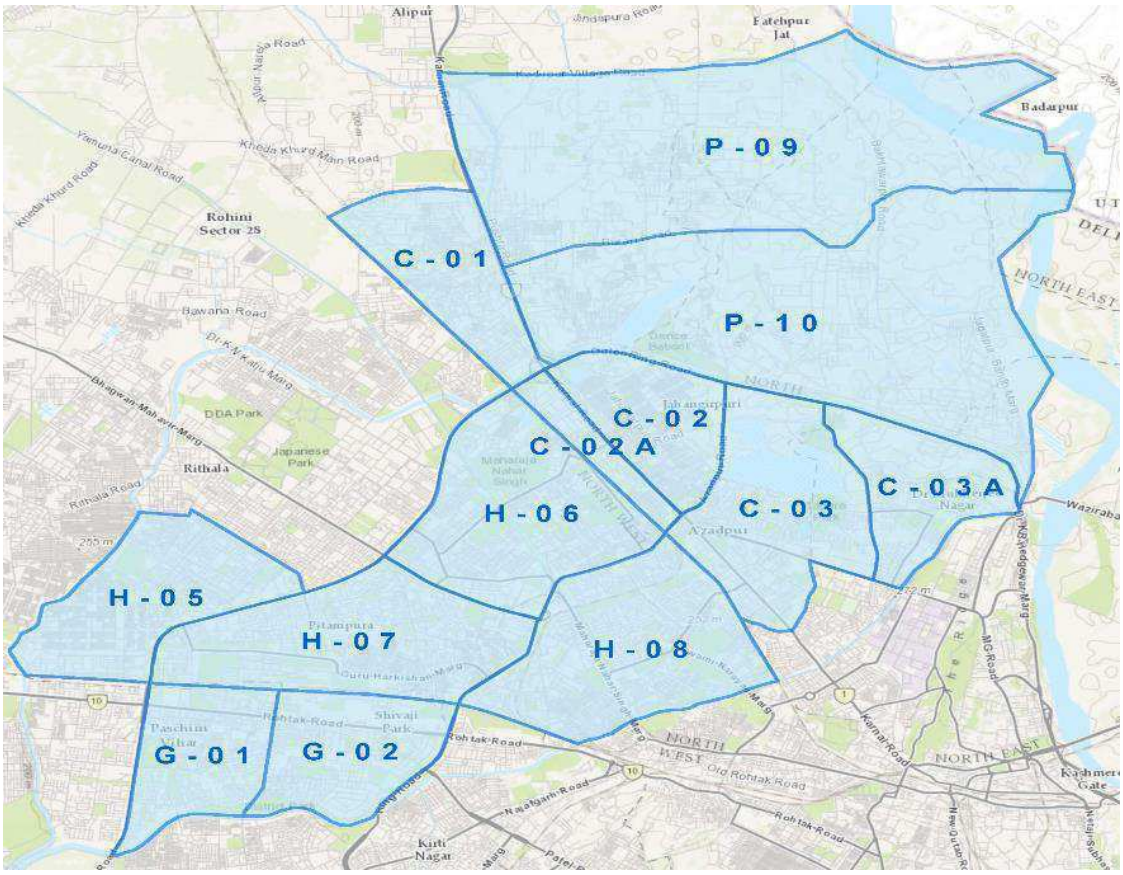
THIS IS ONLY A TEMPLATE.

THIS WILL HAVETO BE TRANSLATED IN HINDI

A. Overview of the Investment Program

1. The Delhi Water Supply Improvement Investment Program (DWSIIP) will be implemented over an eight -year period and will improve the infrastructure, management and performance of the water supply services in the proposed Wazirabad Water Treatment Plant (WTP) command area located in North Delhi and having a 2051 design population of 2.64 million (approximately 10 % of Delhi's projected population by that time). The DWSIIP will help achieve the National Capital Territory of Delhi Water Supply Master Plan[1]objectives of reduced non-revenue water and equitable access to water supply services. The investment program will include the rehabilitation, upgrading and/or replacement of key water supply infrastructure, improvements in the management of the infrastructure and improved customer related services within the Wazirabad WTP command area. The DWSIIP will be implemented as a multi-tranche financing facility (MFF) having two projects. The Wazirabad WTP command area location is presented in **Figure A5**.

Figure A5: Location Map of the Wazirabad WTP Command Area



2. The impact of the DWSIIP will be improved water supply services in the Wazirabad WTP Command Area. The outcome will be improved access to reliable, continuous and sustainable water supply services in the Wazirabad WTP command area.

3. The DWSIIP will have three outputs.

4. **Output 1: Distribution network improved in the Wazirabad WTP Command Area.** This will include (i) establishment and commissioning of DMAs for NRW reduction; (ii)

[1] Study on Improvement of Water Supply System in Delhi in the Republic of India; Japan International Cooperation Agency September 2011.

provision of house service connections to residents, especially the poor and female-headed households; (iii) provision of 24-hour water supply; and (iv) improvement of water supply efficiency by reducing NRW and energy losses of electromechanical machinery.

5. Output 1 will support smart water management in the Wazirabad WTP command area to a prospective population of 2.41 million by year 2025.[2] The key activities of constructing new water supply pipelines, establishing and commissioning DMAs, and providing metered house service connections will benefit the residents through continuous pressurized water supply and reduction of NRW to less than 15%. Appropriate long-term (at least 10 years) operation and maintenance (O&M)-embedded performance-based contracts will be put in place to ensure operational sustainability.

6. **Output 2: Water treatment and transmission systems improved in the Wazirabad WTP command area.** This will include (i) rehabilitation and upgrading of the existing 120 million gallons per day (MGD) WTP; (ii) rehabilitation and construction of clear water pumping stations, underground reservoirs (UGRs) and booster stations; and (iii) rehabilitation and construction of new transmission mains.

7. Output 2 will support increasing energy efficiency in clear water pumping, reduction of clear water transmission losses, rehabilitation or construction of the WTP, as appropriate, and avoidance of shut down of the WTP to consistently meet the drinking water quality standards. Old pumping system in the clear water pump stations shall be upgraded with energy efficient pumps and the transmission pipelines shall be replaced. With use of instrumentation and automation through supervisory control and data acquisition (SCADA) at treatment, transmission, storage, and supply, operational efficiency is expected to be improved.

8. **Output 3: Institutional capacity, DMA management and program management strengthened.** This will include (i) implementation of capacity development plans including training on gender and establishment of a training center or institute; (ii) organizational restructuring for effective and sustainable DMA management; (iii) establishment of PDF to prepare future projects; (iv) preparation and implementation of an effective community mobilization plan and gender equity and social inclusion (GESI) action plan; (v) preparation and implementation of asset management plan through use of geographic information system (GIS), hydraulic modelling and SCADA system; (vi) implementation of O&M-embedded performance-based contracts; (vii) establishment and operationalization of water quality monitoring system; and (viii) strengthening of program management capacities.

9. Output 3 will focus promotion of a customer-focused culture within the DJB that includes measures to improve customer satisfaction, accurate and regular meter reading, billing, revenue collection, and an effective customer complaints mechanism. A comprehensive public outreach campaign under the community mobilization component will be the driver under the DWSIIP to mobilize community and enable consumers' involvement in the provision of services by the DJB.

10. Capacity development under Output 3 will help improve organizational efficiencies through data collection and assessment, review and updating of the master plan, network modelling, asset condition assessments, updating the existing GIS, conducting a comprehensive NRW survey, developing a SCADA system for the WTP, transmission main

[2] The NCTD's current population, estimated to be 17.81 million, is expected to grow to 27 million by 2051 as per Water Policy for Delhi (footnote 25).

and distribution system, preparing recommendations for institutional development and DMA-based organizational restructuring.

11. Project 1 of the DWSIIP will include (i) a project management consultant (PMC); (ii) a civil works package (DWSIIP/01) for improvement of distribution network, UGR, clear water pumping station, DMA feeder mains and distribution pipes, bulk flow meters and house service connections for UGR command areas C-02 (Chitranjan Das Park Jahangirpuri) and C-03 (Model Town); (iii) a civil works package (DWSIIP/02) for improvement of distribution network, UGR, clear water pumping station, DMA feeder mains and distribution pipes, bulk flow meters and house service connections for UGR command areas G-02 (Punjabi Bagh), H-07 (Shakur Basti) and H-08 (Lawrence Road); and (iv) a civil works package (DWSIIP/04) for transmission mains and clear water pumping stations, and instrumentation and automation (SCADA).

12. Project 2 of the DWSIIP will include (i) a civil works package (DWSIIP/03) for rehabilitation or construction of the Wazirabad WTP; (ii) a civil works package (DWSIIP/05) for improvement of distribution network, UGR, clear water pumping station, DMA feeder mains and distribution pipes, bulk flow meters and house service connections for UGR command areas G-01 (Piragarhi), H-05 (Avantika), H-06 (Pitampura); and (iii) a civil works package (DWSIIP/06) for improvement of distribution network, UGR, clear water pumping station, DMA feeder mains and distribution pipes, bulk flow meters and house service connections for UGR command areas C-01 (Sanjay Gandhi Transport Nagar), P-09 (Burari-A) and P-10 (Burari Transport Planning Authority).

Table A5.1: Summary of Works Packages Table

	Package	Project	Description
1	DWSIIP /01	1	Distribution Network Improvement in UGR Command Areas C-02 and C-03 Targeting Continuous Pressurized Water Supply and DMA-Based NRW Reduction and Providing House Service Connections.
2	DWSIIP /02	1	Distribution Network Improvement in UGR Command Areas G-02, H-06 and H-08 Targeting Continuous Pressurized Water Supply and DMA-Based NRW Reduction and Providing House Service Connections.
3	DWSIIP /03	2	Augmentation of water supply–Modernization and Operational Improvements of Wazirabad Water Treatment Plant SCADA System in 11 UGR Command Areas.
4	DWSIIP /04	1	Transmission System Improvements-Providing, Laying and Maintaining New Ductile Iron Transmission Pipelines from Wazirabad WTP to various UGRs and , and Automation and Instrumentation: Providing, Installing and Maintaining.
5	DWSIIP /05	2	Distribution Network Improvement in UGR Command Areas G-01, H-05 and H-07 Targeting Continuous Pressurized Water Supply and DMA-Based NRW Reduction and Providing House Service Connections.
6	DWSIIP /06	2	Distribution Network Improvement in UGR Command Areas C-01, P-09 and P-10 Targeting Continuous Pressurized Water Supply and DMA-Based NRW Reduction and Providing House Service Connections.

B. Specific Project Components

13. Specific component of the subproject for this section, will have to be included here after finalizing the detailed design.

C. Legal Framework

14. Any impact to land, assets and livelihood by the project activities will be compensated by the project based on the resettlement framework.

15. The resettlement framework has been prepared based on ADB's Safeguard Policy Statement 2009, ADBs Operational Manual Section D 14/BP on Multitranche Financing Facility [3], ADBs Operation Manual Section F1/BP [4] on SPS, and The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act (RFCTLARRA) 2013. Any component included in the investment program shall comply with the requirements as outlined in this framework. All resettlement planning documents will be endorsed and approved by DJB and ADB.

D. Entitlement Matrix

16. All displaced persons of the investment program will be assisted based on the compensation and assistance provided under the various categories mentioned in the entitlement matrix. This matrix is a part of the resettlement framework.

Table A5.1: Entitlement Matrix

Type of Loss	Identification of DPs	Details
H.	**Additional Support to Vulnerable Groups**	
H.1. Further assistance to all vulnerable groups	Households categorized as vulnerable.[5]	1. Additional one-time assistance of INR18,000[6] per vulnerable household will be paid. This will be over and above the other assistance given in this framework. 2. Vulnerable households will be given priority for potential employment in the project construction activities.
I.	**Temporary Impacts**	
I.3.Temporary loss of livelihood	Business owners, tenants, leaseholders, employees, hawkers/vendors	1. During work plan submission, it will be ensured all precautions are taken in the design, execution and actual implementation of works to ensure that access to business premises and residences, schools and other community assets are maintained at all times. 2. For shops or businesses experiencing full closure of commercial activity due to project construction activities, one-time cash assistance equal to the loss of net income during period of disruption will be provided.
J.	**Other Unanticipated Impacts**	
J.1.Temporary impacts during construction	All DPs	1. The provisions in this entitlement matrix will be followed for any impact on structures or land due to movement of machinery etc. during construction or the establishment of construction plant. 2. Compensation for standing crops and trees as per

[3] Issued on 1st February 2014.
[4] Issued on 1st October 2013.
[5] Vulnerable are those households that are BPL, the elderly-above 60 years of age, female headed households, physically handicapped and scheduled castes.
[6] Calculated on 50% of the subsistence allowance.

Type of Loss	Identification of DPs	Details
		the market rate. 3. Time bound restoration of land to its previous or better quality. 4. The project will maintain access to all properties and businesses at all times.
J.2.Any unanticipated impacts due to project intervention		1. Any unanticipated impacts of the project will be documented and mitigated based on the spirit of the principles agreed upon in this resettlement framework and the RFCTLARRA 2013.

E. Grievance Redress Procedure

17. For registering grievances related to resettlement, rehabilitation, payment of compensation, the following process is to be followed. Any costs related with filing grievances will be borne by the PIU.

(i) Grievance register is available at the office of the PIU;
(ii) Fill up the form;
(iii) Ensure you get a receipt, with date of complaint registration or an identification number for follow up;
(iv) Resolution to the problem has to be provided within 7 days, by the site engineer/contractor/PMC;
(v) If not resolved after 7 days, the grievance has to be forwarded to the PIU. The PIU has 14 days to address the problem;
(vi) At any point the displaced person can approach the Preceding Officer of the Land Acquisition Rehabilitation and Resettlement Authority; and
(vii) If not resolved, the complainant can go to court of law and/or use ADBs Accountability Mechanism,[7] as a last option.

Disclosure

All social safeguard documents for the investment program will be posted on the program website and the ADB website www.adb.org

CONTACT FOR GRIEVANCE

OFFICE OF THE EXECUTIVE ENGINEER (DWARKA WTP)
DELHI JAL BOARD
ASHOK VIHAR,
NEW DELHI - 110052

CONTACT NO: 011-27301179

[7]The ADB Accountability Mechanism provides an independent forum for people adversely affected by ADB-assisted projects. It allows project-affected people to voice their concerns and seek solutions to their problems. They can also request compliance review of alleged noncompliance by ADB with its operational policies and procedures. ADB, through its project design and implementation procedures, makes every effort to prevent problems and ensure compliance from the outset. The Accountability Mechanism is a last resort.

Annexure 15:Sample Grievance Form

GRIEVANCE FORM

(To be available in Hindi)

The Delhi Water Supply Improvement Investment Program welcomes complaints, suggestions, queries, and comments regarding programimplementation. We encourage persons with a grievance to provide their name and contact information to enable us to get in touch with you for clarification and feedback.

In case you want to include your personal details but want information to remain confidential, please type CONFIDENTIAL above your name.

Date	**Place of Registration**	
Contact Information /Personal Details		
Name:	**Gender:** Male Female	**Age:**
Home Address		
Village/Town		
District		
Phone no.		
E-mail		
Complaint/Suggestion/Comment/Question Please provide the details (who, what, where and how) of your		
How do you want us to reach you for feedback on your comment/ grievance?		

FOROFFICIALUSE ONLY

Registered by:(Name of Official registering grievance)			
Verified through:	Note/Letter	E-mail	Verbal/Telephonic
Reviewed by:(Names/ Position of Official(s) reviewing grievance)			
Action Taken:			
Whether Action Taken Disclosed:	Yes	No	
Means of Disclosure:			

Annexure 16: Terms of Reference for Community Mobilization and the Resettlement Consultant

A Overview of Investment Program

1. The Delhi Water Supply Improvement Investment Program (DWSIIP) will be implemented over an eight-year period and will improve the infrastructure, management and performance of the water supply services in the proposed Wazirabad Water Treatment Plant (WTP) command area located in North Delhi and having a 2051 design population of 2.64 million (approximately 10% of Delhi's projected population by that time). The DWSIIP will help achieve the National Capital Territory of Master Plan for Water Supply, 2021 objectives of reduced non-revenue water and equitable access to water supply services. The investment program will include the rehabilitation, upgrading and/or replacement of key water supply infrastructure, improvements in the management of the infrastructure and improved customer related services within the Wazirabad WTP command area. The DWSIIP will be implemented as a multi-tranche financing facility (MFF) having two tranches and with each tranche constituting a project loan.

2. The MFF targets a complete improvement to water treatment, transmission and distribution network improvements to Wazirabad Water Treatment Plant Command area to ensure the objective of improved water supply services.[14] The MFF targets benefits to 2.64 million population in terms of 24x7 and quality supply of water. Overall the target includes strengthening 120 MGD water treatment plant, improvements to 54 kms of transmission and associated pumping arrangements, and distribution network improvements through 350 (District Metering Area (DMAs) spread over 11 underground reservoirs (UGR) Commands laying of 1556 kms of distribution network. The institutional development actions to support sustainable service delivery includes: (i) implementation of capacity development plans including training on gender and establishment of a training center or institute; (ii) organizational restructuring for effective and sustainable DMA management; (iii) establishment of project development facility to prepare future projects; (iv) preparation and implementation of an effective community mobilization plan and Gender equity and social inclusion (GESI) action plan; (v) preparation and implementation of asset management plan through use of geographic information system (GIS), hydraulic modelling and supervisory control and data acquisition (SCADA) system; (vi) implementation of operations and maintenance (O&M) embedded performance-based contracts; (vii) establishment and operationalization of water quality monitoring system; and (viii) strengthening of program management capacities. Community mobilization and outreach program will be a key feature of this MFF.

[14] ADB, October 2013. *Country Partnership Strategy (2013-2017).*

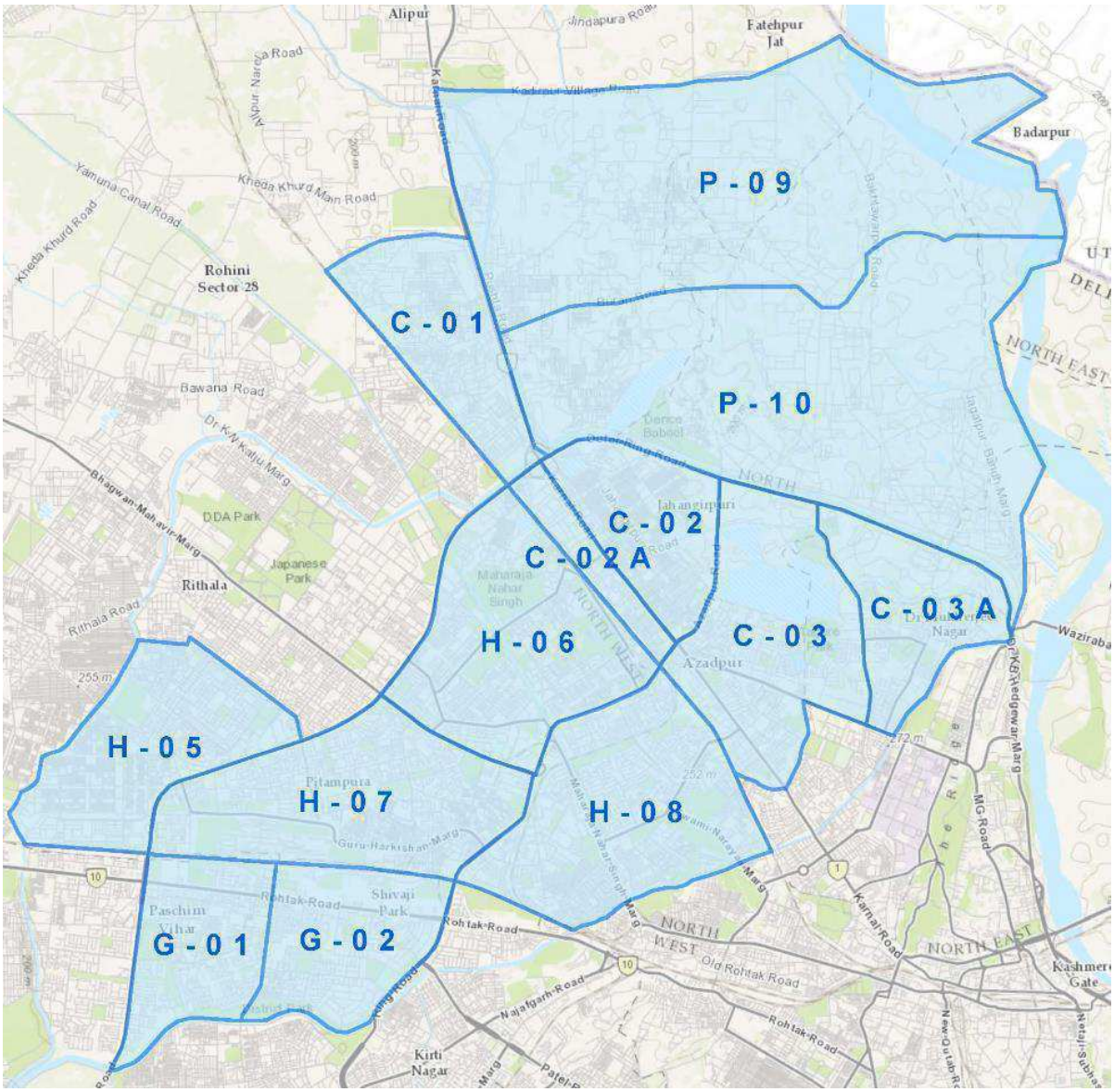


Figure 2: UGR Command Areas

3. Project 1 of the DWSIIP will include (i) a project management consultant (PMC); (ii) a civil works package (DWSIIP/01) for distribution network improvement, including UGR, clear water pumping station, DMA feeder mains and distribution pipes, bulk flow meters and house service connections for UGR command areas C-02 (Chitranjan Das Park Jahangirpuri) and C-03 (Model Town including Azadpur Fruit market); (iii) a civil works package (DWSIIP/02) for distribution network improvement, including UGR, clear water pumping station, DMA feeder mains and distribution pipes, bulk flow meters and house service connections for UGR command areas G-02 (Punjabi Bagh), H-07 (Shakur Basti) and H-08 (Lawrence Road); and (iii) a civil works package (DWSIIP/04) for transmission mains and clear water pumping stations, and instrumentation and automation (SCADA).

4. Project 2 of the DWSIIP will include (i) a civil works package (DWSIIP/03) for rehabilitation or construction of the Wazirabad WTP; (ii) a civil works package (DWSIIP/05) for distribution network improvement, including UGR, clear water pumping station, DMA feeder mains and distribution pipes, bulk flow meters and house service connections for

UGR command areas G-01 (Piragarhi), H-05 (Avantika), H-06 (Pitampura); (iii) a civil works package (DWSIIP/06) for distribution network improvement, including UGR, clear water pumping station, DMA feeder mains and distribution pipes, bulk flow meters and house service connections for UGR command areas C-01 (Sanjay Gandhi Transport Nagar), P-09 (Burari-A) and P-10 (Burari Transport Planning Authority).

5. Project 2 will also support a project development facility (PDF) to enhance readiness of future investment projects by taking advance actions to prepare the projects. Specifically, the facility can be used for: (i) feasibility studies including techno economic assessments; (ii) surveys and investigations; (iii) engineering design of projects; (iv) preparation of bidding documents; (v) support for policy, regulatory, and governance reforms; and (vi) capacity building support to the government agencies.

Summary of Works Packages

S.No	Package No.	Description	Tranche
1	DWSIIP /01	Distribution Network Improvement in UGR Command Areas C-02 and C-03 Targeting Continuous Pressurized Water Supply and DMA Based NRW Reduction and Providing House Service Connections.	1
2	DWSIIP /02	Distribution Network Improvement in UGR Command Areas G-02, H-07 and H-08 Targeting Continuous Pressurized Water Supply and DMA Based NRW Reduction and Providing House Service Connections.	1
3	DWSIIP /03	Augmentation of water supply – Modernization and Operational Improvements of Wazirabad Water Treatment Plant, :	2
4	DWSIIP /04	Transmission System Improvements - Providing, Laying and Maintaining New DI Transmission Pipelines from Wazirabad WTP to Various UGRs and Providing, Installing and Maintaining SCADA System in 11 UGR Command Areas.	1
5	DWSIIP /05	Distribution Network Improvement in UGR Command Areas G-01, H-05 and H-06 Targeting Continuous Pressurized Water Supply and DMA Based NRW Reduction and Providing House Service Connections.	2
6	DWSIIP /06	Distribution Network Improvement in UGR Command Areas C-01, P-09 and P-10 Targeting Continuous Pressurized Water Supply and DMA Based NRW Reduction and Providing House Service Connections.	2

B. Objectives of the Assignment

6. The objective of Community Mobilization and Resettlement (CMRC) consultant is to support DWSIIP in: (i) community mobilization; (ii) public relations and awareness; (iii) implementation of the resettlement plan, and (iv) ensure gender equity and social inclusion (GESI) and its monitoring.

7. The consultant would be required to work/interact with city-level non-governmental organizations (NGO), civil society organizations, resident welfare associations and other stakeholders. The CMRC consultant will coordinate with the project management consultant (PMC) to mobilize the community, bring about awareness as per the Community and Participation (CPP) of this project (Attachment 1) and support PIU in project implementation and various process support to enhance access to metered connections.

8. The selection of CMRC will be primarily for the distribution packages of the project. (DWSIIP/01, DWSIIP/02, DWSIIP/05 and DWSIIP/06). The public outreach activities under DWSIIP/01 area will be the primary responsibility of the contractor (by engaging a social consultant team) who will be undertaking the physical work. The role of CMRC will be monitoring the activities carried out by the social consultant engaged by the contractor and carrying out those activities which are otherwise specifically mentioned in Section C: Scope of services, tasks (Components) and expected deliverables in this document.

C. Scope of services, tasks (Components) and expected deliverables

9. CMRC will work for design and implementation of all community mobilization and participation activities (**CMP CCP Attachment 1**), implementation of gender equality and social inclusion (**GESI Attachment 2**) action plan, capacity building of DJB/DWSIIP and other stakeholders (for all packages, otherwise specifically mentioned) as detailed below:

For all packages excluding DWSIIP/01:

i. conduct baseline surveys for the service delivery, socio economic status, needs, vulnerability, consumer connections, urban service level;
ii. design and implement Community Awareness and Public Participation activities on DWSIIP works;
iii. create awareness on the project and urban management issues like water conservation and water metering, solid waste management, waste water management etc.
iv. coordinate with Elected Representatives, NGOs and community to facilitate project implementation and sustainability;
v. design and implementation of extensive media-based awareness programs as per needs of the project;
vi. conduct special campaign for 100% metering and NRW reduction;
vii. training programs and community based programs including poverty alleviation plans as required for the target communities;
viii. conduct Health and Hygiene Education program;
ix. conduct awareness and publicity program of DWSIIP works; and
x. involve the community, ward committees, educational institutes, community based organizations (CBOs) and other relevant organizations in awareness campaign;
xi. conduct project awareness program

Overall[15]:

[15] Activities under DWSIIP/01 which may require community level activities will be carried out with support from Social Consultant engaged by the contractor under the guidance and monitoring of CMRC.

xii. review the work plan, guide and monitor the progress of activities by the Social Consultants engaged by the Contractors
xiii. motivate and facilitate the end users in accessing connections, metering and to pay the user charges applicable;
xiv. implement gender equality and social inclusion action plan as per approved GESI; training on GESI activities;
xv. support the project in preparation and implementation of resettlement plans for affected persons.
xvi. develop “exit strategy” to enable DJB take over community mobilization and gender related activities;

10. Besides the needs of the project, the design and implementation of CMRC will be based on:

i. A review of ongoing efforts of DJB in mobilizing community, customer relations and media;
ii. Approaches adopted by Chandrawal project and private operators managing similar water projects in Delhi; and
iii. Possible convergence of various ongoing initiatives of DJB and project specific approaches and possible scaling up of the initiatives;
iv. Replication of best practices (in terms of community mobilization) from similar projects from other Indian states

11. Specific tasks include:

12. Baseline Information Collection/ Survey:

i. Collect and compiled segregated information on socio economic status, vulnerability, geographical areas with concentration of marginalized and poor, available social capital and organizations working among communities in the communities scattered, prepare a community profile for the command area;
ii. Conduct census survey for resettlement plan (RP) updating and preparation, in coordination with the PMC’s social safeguards specialist, PMU’s and PIU’s safeguards officers;
iii. Identify the key issues to be addressed through community mobilization;
iv. Conduct consultation on project’s resettlement plans and framework with identified APs;
v. Baseline information collection/ survey will include sex disaggregated community profile
vi. Survey of female-headed households; and
vii. Linking of these surveys and other surveys for achievement of DMF requirements of providing BPL households and female-headed households with individual water supply and sewer connections.

13. Implement Community Awareness and Participation plan and Health and Hygiene Education:

i. Prepare an implementation plan with clear-cut activities, targets and timelines based on the Consultation and Participation Plan of the Project
ii. Map stakeholders and organize stakeholder meetings;

iii. Conduct community outreach and awareness building on water supply and sanitation in poor and non-poor communities;
iv. Community campaign for women on awareness on Health and Hygiene Education at ward/community level in the command area;
v. Conduct project awareness program during Pre-construction, construction and post construction (Limited O&M that would be carried out during the project, specifically in terms of customer response management);
vi. prepare a Health and Hygiene Education (HHE) that includes water and sanitation inter alia focusing on conservation, reuse of water, public health awareness campaign and activities at various levels (mass level, community, and schools) at all stages of project implementation. Involve the community, ward committees, CBOs and other relevant organizations in the public health education and campaigns;
vii. Prepare records (Digital & audio visual) of every consultation/ discussions, take actions on recommendations arising from each of the consultations; prepare and disseminate action-taken reports in subsequent meetings;
viii. Plan and implement various Information, Education and Communication {IEC} strategies such as use of electronic and print mass media; distribution of leaflets, posters, banners, locally relevant user-friendly audio-visual material and broadcast/telecast on local radio/cable, etc.;
ix. Train and facilitate ward based health and sanitation groups, particularly in the poor areas with the objective of improving personal health and hygiene, household cleanliness, keeping drinking water safe and clean, use of toilets, washing hands, etc.
x. Organize water connection camp and motivate / support the consumers for 100% connectivity.
xi. Design and use mass media and city level meetings with the DJB, local authorities and stakeholders to inform potential beneficiaries of the Project, especially women, community leaders, political leaders and NGOs;
xii. Develop a sense of community "ownership" of local infrastructure and services, as well as a community cognizance of the importance of maintenance, and the necessity of paying sufficient fees to cover operations and maintenance costs. Help develop management skills, community awareness and operation and maintenance responsibility for the schemes, especially for the slum area improvements;
xiii. Promote education for attitude change and awareness in the target communities on solid waste disposal, environmental protection and water conservation;
xiv. Introduce participatory community-based approaches to the communities in implementation of the project, and further educate them on their roles and responsibilities under such an approach; and
xv. Promote taking of connections to the water systems.

14. Implement Gender Equality and Social Inclusion (GESI) Action Plan:

i. Implement all actions identified in the GESI Action Plan for the project;
ii. In consultation with PMC prepare a gender strategy and its implementation including setting up of a Social Unit in DJB:
iii. In coordination with the PMC, plan and monitor alt the project activities including construction for ensuring gender sensitivity and social inclusion as per project designs;
iv. Assist the PIU in ensuring participation of women and disadvantaged group members of the relevant committees of any user groups if formed in important stakeholder meetings and decisions during the project implementation;
v. Orient and sensitize the community and the relevant institutions including other stakeholders on gender and social inclusion with respect to the project design, implementation and operation and maintenance services etc.;
vi. Mainstream gender oriented training in all programs of DJB; and
vii. Support BPL, female headed families to take individual water and sewerage connections.

15. Design and implementation of training programs:

i. Design training programs as required, for the target communities, DJB staff/ local SHG group/ local CBOs/ NGOs/ Enumerators/ community workers. Such activities will be thoroughly documented (Hard, digitized copy and audio visual), and a thorough assessment of outcomes to be made.
ii. Implement trainings programs & seminars/ Workshop to NGOs, community leaders, DJB staff, Enumerators/ community workers, political leaders, PMU, PIU and contractor's staff (including laborers) on Gender Policy, Safety, Sanitation, Health hygiene, Construction Management System (CMS), O&M of developed infrastructure, Safeguard policy, GESI Action Plan and any specific aspects of all important development activities. Design and implement specific sub- projects training program which meet the needs of local communities.

16. Design and implementation of extensive media-based programs:

The CMRC will be responsible to inform and educate policy makers, stakeholders and the general public about the proper and effective use of environmental services (water supply, sanitation, solid waste disposal, etc.) and the need to pay for the costs of providing such services. In addition to the tasks described above, tasks will include

i. Within the approved framework, design a series of centrally administered programs designed to foster community awareness and commitment, taking full advantage of appropriate media;
ii. Design and implement an extensive, long-term, media-based program, suitable for city-wide replication, to inform and educate government officials, policy makers and the general public about the need to establish appropriate charges and an enhanced willingness to pay on the part of the consumers for improved level and quality environmental services, particularly for water supply, sanitation and solid waste management;
iii. In conjunction with the preceding activity, design and implement an extensive, long-term, media-based program, suitable for Delhi-wide replication, to encourage and promote attitudinal changes. Design and implement periodic "consumer surveys" to assess the impacts of the above programs on the knowledge and attitudes of the government officials, policy makers and general public, and to help identify any changes in programming that may be required to attain the desired objectives The Media Strategy could possibly cover the following along with the adherence to Delhi Jal Board Advertisement Policy 2015:

Electronic Media:

- **Television & Radio:**

i. **Documentary films:** Production of Documentary films on DWSIIP initiatives in general and in particular on water conservation and reuse of treated waste water initiatives undertaken by CMRC, technical achievements and quality control measures undertaken by DWSIIP. Films could be telecast through regional channel/ Local cable network.
ii. **Message Spots:** ad spots on issues related to disposal of waste, save water, payment for the improved facilities, operation and maintenance of improved facilities. Medium of production selected should be such which could be displayed on cinema halls during intervals and before starting of commercial films as well as through TV channels;
iii. **Audio Visual Jingles:** Prepare audio-visual Jingle which clearly displays the mission,

vision and activities of DWSIIP and develop animated videos for awareness generation;

iv. **Quiz programs:** Organize live quiz competitions among government and private school children about works of DWSIIP and proper disposal of solid and liquid waste;
v. **Video Documentation of major events and use in publicity-:** Video documentation and telecast of major events organized by DWSIIP;
vi. **Dramas through Radio:** Broadcast dramas on DWSIIP themes;
vii. **News coverage of major initiatives:** Periodic media briefings; and
viii. **Songs with drama:** Produce Audio albums to be broadcasted through all mediums of Radio.

Social media:

i. **Social Networks:** Develop and disseminate information on social network sites such as ***Facebook***.

Mobile Communication:

i. **Bulk SMS:** on DWSIIP works (Disruption in services), project outcomes, awareness messages.
ii. **WhatsApp:**

Media

i. **Print Media** Newspaper, Magazines, Booklets, Brochures, Leaflets, Pamphlets Appeals, Posters, **Stickers**, Calendar and advertisements etc.
ii. **Unconventional Media:** Postal Stationary, Events like fairs and festival, Cinema vans, Shop Fronts, Media Vehicle, Stickers putting on tree guards etc.
iii. **Traditional Media:** Street Plays, Puppet Shows, Dramas, Dance, Storytelling, Song, Music, Painting, Motifs and Symbols etc.

17. **Developing an Appropriate "Exit Strategy" for the CMRC:** During the course of the project, CMRC will develop an appropriate exit strategy to help ensure that the initiatives can be taken over and carried on by DJB on completion. Tasks will include:

(i) Identify appropriate unit within DJB to carry on with the programs that have been developed on Project completion, possibly the proposed social unit;
(ii) Develop and maintain a comprehensive resource library of all relevant documents, media materials and training manuals, etc., and hand these over to the PMU or to other agencies as may be otherwise agreed by the PMU and
(iii) Institutionalize CMRC related tasks.

18. Consultant will submit their assessment of alternative ways and means of helping ensure the long term benefits of the initiatives taken up under the CMRC, along with a proposed "exit strategy" to the PMU six months prior to completion of the Services. Following approval of the PMU, the consultant will actively engage the selected agency(s) in the implementation of the program to transfer skills and knowledge, and finalize details of handover arrangements.

D. Scope of Services Resettlement Planning

19. The CMRC will be required to mobilize appropriate specialists, as and when required, to assist the PIU in preparing and implementing the RPs and performing consultation activities as necessary. Key tasks include the identification and survey of all displaced persons (DPs) and the implementation of measures to address temporary impacts resulting from program construction activities.

20. If required, the RPs will be prepared by the Resettlement Specialist of the PMC, with survey and implementation support from the CMRC. The CMRC will therefore be required to work in close association with the PMC Resettlement Specialist to ensure smooth implementation of the program.

21. The specific scope of activities include:

(i) Organize and execute stakeholder consultation and feedback sessions regarding:
- The investment program, its components and the anticipated benefits and impacts on the community;
- The anticipated extent of resettlement, if any, and the level of temporary impacts;
- The resettlement and rehabilitation policy and the entitlements;
- Mechanisms and arrangements to assist DPs; and
- The role of the CMRC in assisting them in availing their entitlements, assistance in proper utilization of the same as well as mechanisms to voice their grievances and concerns.

(ii) Assist in providing assistance to the DPs during the resettlement and rehabilitation process and to ensure all entitlements are made in a timely manner prior to displacement;

(iii) Work in close association with the affected community and disseminate information to ensure correct and complete information is available to affected households;

(iv) Take the lead responsibility in planning and implementing the livelihood activities identified under the RPs;

(v) Ensure gender equality and safeguard the interests of the poor and marginalized;

(vi) Issue Identity Cards and Entitlement Cards;

(vii) Conduct revalidation surveys of the DPs (titled and non-titled) experiencing land acquisition and resettlement impacts;

(viii) Verify and update the inventory of loss;

(ix) Record details of the extent of land available in the resettlement area (in the cases where resettlement is to be done) for resettling and for allotment of land to the affected households;

(x) Estimate the monthly earnings of each household and assess the extent of possession of immovable properties;

(xi) Prepare a list of persons who have lost or are likely to lose their employment or livelihood or who have been or likely to be alienated wholly or substantially from their main sources of trade, business, occupation or vocation consequent to the acquisition of land or the project or involuntary displacement due to any other cause;

(xii) Ensure that each of the eligible DPs are contacted and consulted, either individually or in groups. It is imperative to carry out consultations with the vulnerable groups which include the following:
- Those who are BPL
- Those who belong to the Scheduled Castes
- Those who belong to the Scheduled Tribes
- Women headed households (WHH)

- Elderly
- Disabled persons

(xiii) Facilitate the process of disbursement of compensation to the DPs, coordinating with the revenue department/ DJB, informing the DPs of the compensation disbursement process and timeline;
(xiv) Assist DPs in opening bank accounts explaining the implications, the rules and the obligations of a joint account and how she/he can access the resources she/he is entitled to;
(xv) In close consultation with the DPs, the CMRC shall inform the Land Acquisition Officer about the shifting dates agreed with the DPs in writing and the arrangements desired by the DPs with respect to their entitlements;
(xvi) Assist the PIU in ensuring transition (during the part or full relocation of the DPs), helping the DPs to take salvaged materials and shift;
(xvii) Organize training programs for income restoration;
(xviii) Assist the PIU in establishing the grievance redress mechanism;
(xix) Participate in the grievance redressal process;
(xx) Assist the PIU in keeping detailed records of progress and establish monitoring and reporting systems regarding resettlement;
(xxi) Maintaining a computerized database of DPs;
(xxii) Assist the DPs to access and participate in the grievance redress process and also in availing their entitlements and proper utilization of the same;
(xxiii) Tracking and recording the disbursement of assistances;
(xxiv) Act as the information source center for community interaction with the investment program and maintain liaison between the community, contractors and project management and implementing units during the execution of the works; and
(xxv) Assist the PIU in carrying out the asset acquisition process and disbursement of entitlements;
(xxvi) Support PMC/PIU in preparing monitoring reports; and
(xxvii) Assist the PIU in the implementation of the provisions of the resettlement framework (RF) relating to temporary impacts.

22. The CMRC will assist the PIU in the following tasks:

(i) carry out the asset acquisition process through identification and verification of the eligible (displaced persons) DP's;
(ii) inform the community about the investment program, of any changes in the technical design, Resettlement &Rehabilitation policy, entitlements, progress of the RP implementation etc.;
(iii) disburse the assistance due to the affected households;
(iv) maintain a database of all the transactions related to the disbursements of entitlements and the progress of the same;
(v) carry out consultations with the affected community especially the vulnerable section of the affected community; and
(vi) Provide with suggestions and other supportive services to the PIU as and when required.

E. Staffing Requirements

23. Team Composition & Qualification Requirements for the Key Experts and any other requirements which will be used for evaluating the Key Experts. The personnel requirements are estimated in Table-1. The basic requirements are shown in Table-2.

Table 1: Personnel requirements for CMRC

Sl. No.	Position	Person	Person Months
1	Team Leader cum Community Development Expert	1	26
2	Deputy Team Leader/Social Development Specialist	1	15
3	Communication Expert	1	25
4	Community Development and Resettlement Specialist	2	33
5	Gender Specialist	1	17
6	Training Specialist	1	12
7	Resettlement Coordinator	1	20
8	Monitoring & Evaluation Specialist	1	25
9	Social Development Expert cum Gender executive	2	58
10	Community Relation Executive	3	58
	Total	**14**	288

Table 2: Qualification Requirements for the Key experts

S. No.	Position	Qualification Requirement	Responsibility
1.	Team Leader cum Community Development Expert	• Graduate degree with Post Graduate degree in social science or equivalent • Good experience as a Team Leader or at senior position. • 15 years of total experience in community development activities • Experience in design and implementation of community based programs in water supply and sewerage projects.	i. Overall Project Management and Administration of Community awareness and participation plan (CAPP) - CMRC Activities; ii. Overall supervision for mobilization of CMRC team personnel in terms of agreed manpower in required time frame; iii. Co-ordination with Project Management Unit (PMU), Project Implementation Units (PIU), PMC and line agencies; iv. Design of CAPP CMRC programs and community-level programs; v. Selection and supervision activities of local NGOs as required vi. Supervision for the CAPP of CMRC activities; and vii. Prepare and submit post facto analysis of implemented CAPP CMRC activities/ safeguard activities.
2	Deputy Team Leader Team Leader/Social Development Specialist	▪ A post-graduate qualification in sociology or a related field, with at least 10 years' experience in Resettlement planning and implementation development projects and programs ▪ Conversant with the India land administration system and land acquisition laws; ▪ Report writing capability and ability to demonstrate personal and accountable work environment ▪ Handling externally funded projects will be an added advantage	i. Coordinate and provide assistance in the implementation of the resettlement plans. She/he will take the lead responsibility in handling all resettlement related issues including safeguards. She/he will also coordinate and assist in conducting of validation surveys during resettlement plan implementation; ii. Coordination and networking with all the stakeholders in the various sub-projects and providing guidance to all team members; iii. She/he, along with the sector specialists, will be responsible for: managing a detailed analytical framework capturing the direct and indirect impact on economic and social indicators related to program investments; iv. Identification of displaced person (DPs) within the program target groups; (iii) assist in implementation of safeguard measures for identified target groups; v. Design and implementation of the strategy relating to the resettlement plan, rapport development with the affected community members; vi. Assist and guide in implementation of the Gender Equality and Social Inclusion Action Plan; vii. Continuously monitor the progress of the activities as per the prepared resettlement plan and take appropriate corrective actions;

			viii. Submission of all reports and prepare the detailed work plan based on action to be taken; and at the field level and monitor the progress of the activities undertaken, attend client meetings and workshops as and when required and assist with the determination of all program requirements from time to time.
3	Communication Expert	• Graduate degree in Public Relations, Communications, Media Management or related disciplines. Post graduate degree would be an advantage • Diploma in design and production of mass media will be preferred • 10 years' experience in media/ communication/ education work. • Experience in production of mass media in both Hindi and English. • Experience design of in Information education and communication (IEC).	i. General management and administration of team activities; ii. Liaison with PMU and PIU. Preparation of all reports iii. Preparation of advertisements/ media campaign/ leaflets for community awareness; iv. Preparation of video clippings and documentaries for community awareness/ audio visual and print media advertisement; v. Conceptualization, Drafting, Framing workshops/ Rallies/ Nukkar Natak/ Talk Shows etc., for public awareness; vi. Conceptualization, Drafting, Framing of community-level programs; and vii. Preparation of IEC material gender mainstreaming and equality.
4	Community Development and Resettlement Specialist	A post-graduate qualification in sociology or a related field with at least 8 years' experience in: ▪ Public participation and community development techniques; ▪ Community mobilization, especially on social and environment safeguards, sanitation, gender, HIV/AIDS etc.; ▪ Livelihood and social development work, especially in the field of infrastructure; ▪ Working on programs for the poor and disadvantages groups, especially in externally funded projects; ▪ Implementation of resettlement and rehabilitation plans in	i. Develop and strengthen social networks and use them as agents of change on issues related to resettlement plan implementation; ii. Needs analysis for specific communities for DWSIIP iii. Lead capacity building workshops/activities focused on participatory action planning; iv. Assist in the implementation of the resettlement plans at community level; v. Conduct frequent site visits and interact with community members; vi. Assist in updating the resettlement plans in close coordination with the PIU and PMC; vii. Distribute identification cards to DPs; viii. Conduct consultations with the stakeholders and DPs and provide inputs from these consultations to the PIU and PMC for incorporating changes (if any) in the Resettlement Plans; ix. Ensure compensation, rehabilitation, and income restoration measures, are done prior to construction in relevant sections and as per the RPs;

		urban infrastructure projects; ▪ Conducting training and capacity building programs; ▪ Fluency in Hindi and good writing skill in English is desirable.	x. Facilitate the PIU in responding to any public grievances and assist the PIU in maintaining a database of the grievances; xi. Submit monthly reports on RP implementation; xii. Assist in conducting validation surveys; xiii. Assist in the implementation of Gender Equality and Social Inclusion Action Plan; xiv. Liaison with local NGOs; xv. Establish baseline and maintain a consumer database xvi. Analysis of baseline survey, house hold survey for community-based future planning for optimum utilization of infrastructure facilities; xvii. Prepare & Assist in Establishment of baseline and maintain a consumer database disaggregated by sex, ethnicity, poverty and vulnerability levels; and xviii. Collection of information relative to needs of Monitoring and Evaluation system.
5	Gender Specialist	• Graduate degree in social science • Post Graduate degree in social science and gender focus diploma will be preferred • 8 years of experience in community mobilization and Social development works • Experience in implementation of Gender Action Plan.	i. Draft Gender Policy for DJB and support formulation of Gender unit in DJB; ii. implementation of gender action plan and monitoring and evaluation Gender equality capturing results; iii. Conceptualization, Drafting, Framing and Conduct training program for women ward councilors and staff to include: relevant aspects of project preparation, appraisal, financing, supervision, monitoring and evaluation to develop effective and gender-inclusive management of water supply and sanitation schemes; iv. Conduct training workshops on gender-responsive urban management for all officials and elected representative and Gender awareness training workshops; and, v. Ensure that health and welfare schemes targeting BPL/ women headed households benefit the intended beneficiaries.
6	Training Specialist	• Graduate degree in MBA HRD or Masters in Social Sciences • 8 years' experience in health and hygiene education and community development work; • Experience in design	i. Prepare training manuals and modules and monitoring of the training programs and their Effectiveness; ii. Conceptualization, Drafting, Framing and Conduct training needs analysis for Community Liaison Officers and Identify training requirements & develop a comprehensive training plan to meet identified needs;

		and implementation of trainings programs & seminars/ workshops for capacity building of urban local bodies. • Experience in linking of public with health and social welfare schemes	iii. Conceptualization, Drafting, Framing and implementation of competency-based / Gender -based, training programs, seminars workshops & Community Awareness & Participation Program trainings for NGOs, community, leaders, elected representatives, PMU, PIU & PMC staff and contractor staff; iv. Assist Gender specialist in conducting training workshops on gender-responsive urban management for all officials and elected representative; and v. Conducting effective hygiene education campaigns in the target communities and conduct a range of community orientation seminars on project-related issues such as procedures for water and sewerage connections, and tariffs;
7	Resettlement Coordinator	A post-graduate qualification in sociology or a related field with around 5 years' experience in: ▪ Public participation and community development techniques; ▪ Community mobilization, especially on social and environment safeguards, sanitation, gender, HIV/AIDS etc.; ▪ Livelihood and social development work, especially in the field of infrastructure; ▪ Working on programs for the poor and disadvantaged groups, especially in externally funded projects; ▪ Handling of emergencies through a networking approach ▪ Implementation of resettlement and rehabilitation plans in urban infrastructure projects; ▪ Conducting training and capacity building	i. The Coordinator will be hired from local population and will assist the Team Leader and Community Development and Participation Specialist in the implementation and coordination of activities including: ii. assessment of DPs or property; iii. collection of primary and secondary information; iv. regular coordination with the PIU and PMC officials and experts, district administration for technical support and guidance required at field level; v. keep track of the day to day progress and provide overall support to the project team; vi. ensuring that the standards are met during resettlement plan implementation; vii. coordinate with community workers for the timely completion of the assigned tasks within the stipulated time frame; and VIII. preparation of regular progress reports and take appropriate corrective action.

		programs; • Fluency in Hindi and good writing skill in English is desirable.	
8	Monitoring & Evaluation Specialist	• Graduate degree in social science • 8 years of experience • experience in surveys, making indicators, evaluation of benefits	i. Feedback surveys relating to awareness activities/ Training program/ GESI action plan, CAPP and its monitoring & evaluation; ii. Ensure achievement of targets of the project and prepare work plans accordingly; iii. Develop performance milestones for community-based programs; iv. Organize surveys for data collection and analysis of investigation results; v. Aggregate, analyze data elicited from city-based programs and assess efficacy of programs; vi. Train appropriate staff in collection, analysis and utilization of Monitoring information; vii. Design and implement computer-based monitoring and evaluation system to assess quality and outcomes of city-based programs; viii. Familiarize community leadership with monitoring and evaluation system; and ix. Prepare monitoring and evaluation reports for submission to PMU.
9	Social Development Expert cum Gender Specialist	• Graduate Degree in social sciences or related field • 8 year experiences in design and implementation of community based programs • experience in implementation of gender action Plan	i. Responsible for implementation of community program in field; ii. Conduct training programs; iii. Public Consultation and effective participation of women councilors local bodies; iv. Support in implementation of RPs, meetings with Aps; v. Support in establishing grievance redressal mechanism at city level; vi. Awareness and health and welfare schemes targeting BPL/ Women headed households with specific focus on women/children; vii. Utilize strategies to create a women-friendly work environment and increase the proportion of women in PMU/PIU and contractor offices; viii. Conduct training programs, seminars workshops & Community Awareness & Participation Program; ix. Awareness campaign in water supply and sewerage connections, NRW reduction, contract works, O&M services at city level; x. Conduct a community orientation seminars / workshops/ consultation on project-related issues such as procedures for water and sewerage connections, and tariffs; public meetings and women-only FGDs with

			women leaders, RWAs, women's SHGs and other community-based groups on issues such as: water, sanitation and health, personal/female hygiene, social safety, women's access to property rights; and xi. Prepare the Monthly & Periodic progress report.
0	Community Relation Executive	▪ A Graduate in social science with around 5 years' experience in ▪ Organizing community level meetings, ▪ Social mobilization on health and hygiene, environment and sanitation, gender, and HIV/AIDS; ▪ Understanding of health hygiene and gender issues; ▪ Implementation of development projects/programs for the community in urban localities; ▪ Conducting census surveys for development projects; ▪ Fluency in Hindi is desirable and a working knowledge of English will be an added advantage.	i. Organizing community level meetings/consultations and ensure their participation and cooperation in resettlement plan implementation and community empowerment; ii. social mobilization on water, health and hygiene etc.; iii. environment and sanitation, gender issues, HIV/AIDS; iv. maintain appropriate rapport with community and local authorities to steer the social mobilization; v. encourage the participation of women as per the Gender Equality and Social Inclusion Action Plan; vi. assist the community and the PIU in addressing grievance and redress related issues; and vii. ensure that the genuinely DPs get the timely compensation due under the resettlement plans.

F. Time Frame

24. Consultancy contract will initially be made for five years i.e. 60 months, which can be extended further on mutual acceptance at the same terms and conditions if required.

G. Reporting Requirements and Time Schedule for Deliverables

25. As a minimum, following are the deliverables:

a. Inception Report in 30 days' time of mobilization of consultant containing approach, methodology, work plan and staffing schedule for the project activities and schedule for deliverables etc. in hard and one soft copies. This would be in consultation with the PMC and PMU/PIU;

b. The initial consumer survey will be conducted within three months of inception of the Services to establish a baseline of consumer knowledge and attitudes, and subsequent surveys will be conducted at the approximately six month intervals to assess any changes which have taken place;

c. Monthly, quarterly progress reports; semiannual/biannual environmental and RP implementation reports in hard and soft copies and

d. any other reports as required by DWSIIP.

H. Client's Input and Counterpart Personnel

(a) Services, facilities and property to be made available to the Consultant by the Client: None

(b) Professional and support counterpart personnel may be assigned by the Client to the Consultant's team: Client will not provide any staff from DWSIIP to work as part of CAPP CMRC team. However, counterpart staff will be available in PMU and PIU to interact and support their activities.

(c) Client will provide the following inputs, project data and reports to facilitate preparation of the Proposals:

- Data, reports etc. as available with the Government
- Due Diligence report prepared by PPTA consultant engaged by ADB

Attachment 1: CONSULTATION AND PARTICIPATION PLAN

A. Introduction

The Delhi Water Supply Improvement Investment Program (DWSIIP) will be implemented over an eight-year period and will improve the infrastructure, management and performance of the water supply services in the proposed Wazirabad Water Treatment Plant (WTP) command area located in North Delhi and having a 2051 design population of 2.64 million (approximately 10% of Delhi's projected population by that time). The DWSIIP will help achieve the National Capital Territory of Delhi (NCTD) Master Plan for Water Supply, 2021[16]objectives of reduced non-revenue water (NRW) and equitable access to water supply services. The investment program will include the rehabilitation, upgrading and/or replacement of key water supply infrastructure, improvements in the management of the infrastructure and improved customer related services within the Wazirabad WTP command area. The DWSIIP will be implemented as a multi-tranche financing facility (MFF) having two tranches and with each tranche constituting a project loan.

The MFF targets a complete improvement to water treatment, transmission and distribution network improvements to Wazirabad Water Treatment Plant Command area to ensure the objective of improved water supply services.[17] The MFF targets benefits to 2.64 million population in terms of 24x7 and quality supply of water. Overall the target includes strengthening 120 MGD water treatment plant, improvements to 54 kms of transmission and associated pumping arrangements, and distribution network improvements through 350 DMAs spread over 11 UGR Commands laying of 1556 kms of distribution network. The institutional development actions to support sustainable service delivery includes: (i) implementation of capacity development plans including training on gender and establishment of a training center or institute; (ii) organizational restructuring for effective and sustainable DMA management; (iii) establishment of project development facility to prepare future projects; (iv) preparation and implementation of an effective community mobilization plan and GESI action plan; (v) preparation and implementation of asset management plan through use of geographic information system (GIS), hydraulic modelling and supervisory control and data acquisition (SCADA) system; (vi) implementation of O&M embedded performance-based contracts; (vii) establishment and operationalization of water quality monitoring system; and (viii) strengthening of program management capacities. Commonalty mobilization and out reach program will be a key feature of this MFF.

[16] Study on Improvement of Water Supply System in Delhi in the Republic of India; Japan International Cooperation Agency September 2011

[17] ADB, October 2013. *Country Partnership Strategy (2013-2017).*

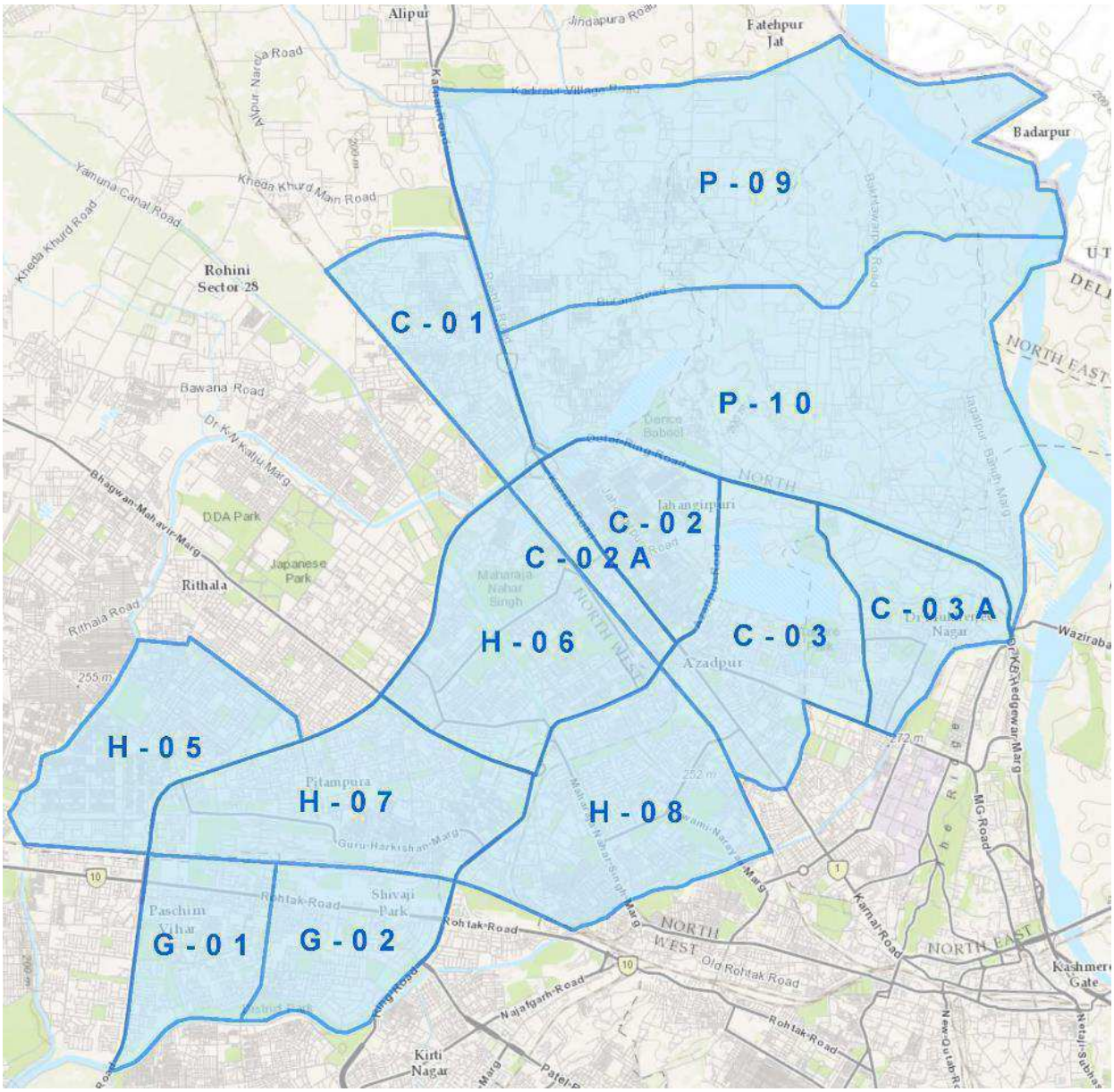


Figure 2: UGR Command Areas

Project 1 of the DWSIIP will include (i) a project management consultant (PMC); (ii) a civil works package (DWSIIP/01) for distribution network improvement, including UGR, clear water pumping station, DMA feeder mains and distribution pipes, bulk flow meters and house service connections for UGR command areas C-02 (Chitranjan Das Park Jahangirpuri) and C-03 (Model Town); (iii) a civil works package (DWSIIP/02) for distribution network improvement, including UGR, clear water pumping station, DMA feeder mains and distribution pipes, bulk flow meters and house service connections for UGR command areas G-02 (Punjabi Bagh), H-07 (Shakur Basti) and H-08 (Lawrence Road); and (iii) a civil works package (DWSIIP/04) for transmission mains and clear water pumping stations, and instrumentation and automation (SCADA).

Project 2 of the DWSIIP will include (i) a civil works package (DWSIIP/03) for rehabilitation or construction of the Wazirabad WTP; (ii) a civil works package (DWSIIP/05) for distribution network improvement, including UGR, clear water pumping station, DMA feeder mains and distribution pipes, bulk flow meters and house service connections for UGR command areas G-01 (Piragarhi), H-05 (Avantika), H-06 (Pitampura); (iii) a civil works package (DWSIIP/06) for distribution network improvement, including UGR, clear water pumping station, DMA feeder mains and distribution pipes, bulk flow meters and house service connections for UGR command areas C-01 (Sanjay Gandhi Transport Nagar), P-09 (Burari-A) and P-10 (Burari Transport Planning Authority).

Project 2 will also support a PDF to enhance readiness of future investment projects by taking advance actions to prepare the projects. Specifically, the facility can be used for: (i) feasibility studies including techno economic assessments; (ii) surveys and investigations; (iii) engineering design of projects; (iv) preparation of bidding documents; (v) support for policy, regulatory, and governance reforms; and (vi) capacity building support to the government agencies.

Summary of Works Packages

S. No	Package No	Description	Tranche
1	DWSIIP /01	Distribution Network Improvement in UGR Command Areas C-02 and C-03 Targeting Continuous Pressurized Water Supply and DMA Based NRW Reduction and Providing House Service Connections.	1
2	DWSIIP /02	Distribution Network Improvement in UGR Command Areas G-02, H-07 and H-08 Targeting Continuous Pressurized Water Supply and DMA Based NRW Reduction and Providing House Service Connections.	1
3	DWSIIP /03	Augmentation of water supply – Modernization and Operational Improvements of Wazirabad Water Treatment Plant, :	2
4	DWSIIP /04	Transmission System Improvements - Providing, Laying and Maintaining New DI Transmission Pipelines from Wazirabad WTP to Various UGRs and Providing, Installing and Maintaining SCADA System in 11 UGR Command Areas.	1
5	DWSIIP /05	Distribution Network Improvement in UGR Command Areas G-01, H-05 and H-06 Targeting Continuous Pressurized Water Supply and DMA Based NRW Reduction and Providing House Service Connections.	2
6	DWSIIP /06	Distribution Network Improvement in UGR Command Areas C-01, P-09 and P-10 Targeting Continuous Pressurized Water Supply and DMA Based NRW Reduction and Providing House Service Connections.	2

4. The impact of the proposed investment program will be improved coverage, quality and continuity of urban water supply services in alignment with the ADB's Country Partnership Strategy India 2013-2017. The outcome will be improved access to sustainable and reliable water services in the Wazirabad WTP command area. The DWSIIP will have three outputs: (i) improved water supply infrastructure in the Wazirabad WTP command area; (ii) improved water supply infrastructure management; and (iii) improved customer related services within the Wazirabad WTP command area.

5. The DWSIIP will be carried out under the oversight of the Government of the NCTD. The Delhi Jal Board (DJB) has been appointed as the executing agency and will be responsible for the management, coordination and execution of all the activities funded under the MFF. DJB has established a Program Management Unit (PMU), which will be chaired by the Member (Water Supply). A Program Implementation Unit (PIU) has been established under the overall management of the PMU and will act as the implementing agency. The Program Director will head the PIU and oversee the investment program, while the day-to-day management and implementation will be the responsibility of the Program Manager. The Chief Engineer (Projects) Water of the DJB will be the Project Director.

6. The primary purpose of the consultation and participation plan (CPP) is to disseminate information and to open up the lines of communication between the DJB and all stakeholders to facilitate the implementation of the DWSIIP and the early resolution of any conflict issues that may arise. The CPP includes the following key activities which will take place throughout the course of the DWSIIP:

(i) Stakeholder identification and survey;

(ii) Generate community awareness of the DWSIIP and its benefits;

(iii) Involve all stakeholders in the decision making processes and develop community ownership of the schemes;

(iv) Provide stakeholders with advance knowledge of the social safeguard frameworks and associated documents and the applicable mitigation measures;

(v) Provide stakeholders with advance knowledge of the DWSIIP's GRM;

(vi) Issue important messages to the community regarding good water supply practice and operation;

(vii) Educate the contractors and workers on key program issues to ensure smooth interaction with stakeholders and on-site safety;

(viii) Share work schedules and progress updates to facilitate program implementation; and

(ix) Monitoring and evaluation of DWSIIP progress.

7. The CPP will be implemented by the CMRC to assist with all aspects of the plan, particularly community liaison. and to assist in the implementation of any land acquisition and resettlement matters arising, together with the resolution of any temporary impact issues.

B. Activities

8. The key activities envisaged under the CPP are summarized below.

9. **Activity 1: Stakeholder identification**. The primary stakeholders of the DWSIIP include:

(i) Government agencies and their employees;

(ii) Beneficiaries: residents in the DWSIIP area, residents' welfare association (RWA) and the poor and vulnerable;

(iii) Community leaders, public representatives;

(iv) Community-based organizations (CBOs), NGOs, social and cultural groups, ward level citizen forums;

(v) Committees and sub-committees of the wards;

(vi) Schools/student groups;

(vii) Women's groups;

(viii) Contractors and their workers;

(ix) Vendor associations and labor union federations;

(x) Self-help groups; and

(xi) Special groups formed for socially-excluded segments of the population.

10. The key stakeholders group for the DWSIIP is the estimated 2.28 million people currently living in the program area. An initial baseline survey has been conducted under TA-8415. This will be expanded and updated by the PMC and shall target the collection of information on the socioeconomic profile of the program beneficiaries including current water supply and sanitation access and service levels, together with the current water pricing and willingness to pay. The survey will cover all elements of society including the vulnerable, marginalized and poor.

11. **Activity 2: Generate community awareness**. The PMC will undertake a public outreach program that will generate community awareness of the investment program and its benefits. The outreach program will include the initiatives being taken to promote enhanced access to water supply services, gender equality, employment opportunities created under the program and the level of inconvenience caused during program implementation and the proposed mitigation measures. This activity will include the organization of consultation meetings with appropriate government agencies, local NGOs, ward members, resident welfare associations and other stakeholders. As students are excellent carriers of messages of social and national relevance, special efforts will be made

to plan and implement outreach programs for schools and colleges. A key aspect of this activity is the preparation of an information, education and communication (IEC) strategy including leaflets, posters, banners, rallies, video, audios etc. and which will focus on the pro-poor, gender and socially-inclusive design features of the DWSIIP.

12. **Activity 3: Involve stakeholders in the decision-making processes.** Discussions with stakeholders will include a presentation of the DWSIIP rationale, target impact and outcomes, design policies and decisions, the size and scope of the subprojects and all environmental and social safeguard issues. If significant technical option decisions are required during the course of scheme preparation, stakeholders will be included in the decision making process.

13. **Activity 4: Disclosure of the environmental and social safeguards.** The Environmental Assessment and Review Framework (EARF) and the Resettlement Framework (RF) together with the Initial Environmental Examinations (IEEs) and Resettlement Plans (RFs) if applicable, will be disclosed to the public at an early date through a series of UGR level meetings held throughout the DWSIIP area.

14. **Activity 5: Disclosure of the GRM**. A program-specific GRM will be established to receive, evaluate, and facilitate the resolution of affected persons' concerns, complaints, and grievances about the social and environmental performance of the subprojects. The GRM will provide a time-bound and transparent mechanism to voice and resolve social and environmental concerns linked to the investment program.

15. **Activity 6: Issue important messages to stakeholders.** As part of the public outreach program the PMC will implement appropriate multi-media public awareness and information campaigns covering:

(i) The measures being taken by DJB to develop and improve the water supply services to the citizens of Delhi;

(ii) The importance of environmental health and hygiene and the benefits of high quality potable water;

(iii) The importance of conserving water and the development of a 24x7 water supply;

(iv) The need for NRW reduction, regular water loss assessments, service delivery standards and benchmarking;

(v) The need for all connections to be authorized together with the need to report illegal activities;

(vi) The need to avoid inappropriate practices involving the use of water main suction pumps, meter tampering and the fraudulent preparation of meter reading records;

(vii) The benefits of maintaining all household water storage and plumbing fixtures; and

(viii) The need to harvest rainwater.

16. **Activity 7: Educate contractors and workers**. As contractors and workers are the primary points of contact with the DWSIIP area residents, efforts will be made to educate them on the program's structure, components, benefits, risks and mitigation measures. They shall be educated on the importance of avoiding public nuisance, minimizing public inconvenience, and avoiding disruption to public activities and mobility. Awareness creation shall also focus on health and hygiene, HIV/AIDS, communicable diseases, labor rights and gender issues. Contractors and their personnel will also be educated on the best practices in construction, including safety during construction activities and quality of works. Consultations with contractors will be carried out during the subproject implementation phase by the PMC in close liaison with the PIU.

17. **Activity 8: Share work schedules.** Throughout the DWSIIP implementation period it is critical that the public are given advance warning of when works will actually be carried out in order that appropriate preparations can be made to the extent possible. In many parts of the DWSIIP area, work will be executed in narrow lanes and alleys which will make access difficult for a limited period of time. It will be vital that residents are aware of the upcoming work and indeed the need for it to progress smoothly and quickly. The CMRC, retained by the DJB, will play a vital role in assessing any temporary impacts and advising on the necessary mitigation measures and compensation payable as set out in the provisions of the RF.

18. **Activity 9: Implementation and feedback.** The PMC, with the assistance of the CMRC, will prepare full documentation of the consultation activities and will conduct periodic progress reviews. Activity-wise periodic action-taken reports shall be prepared and communicated. The program website shall provide easy access to stakeholders listing the proposed plans, progress of implementation, and outcomes.

19. The detailed CPP is presented in Table 2. The costs of implementing the CPP are fully covered under a combination of the PMC's budget and the CMRC contract.

Table 2: Consultation and Participation Plan

Stage	Target Stakeholders	Type of Participation	Objectives	Time Frame	Outcome/ Indicators	Sources of Verification	Responsibility
DWSIIP Inception.	▪ DJB officers; ▪ Government agencies and their employees; ▪ Beneficiaries; ▪ Community leaders; ▪ CBOs, NGOs and other groups; ▪ others, as identified.	▪ General DWSIIP orientation workshop in DJB headquarters; ▪ Specific gender mainstreaming orientation workshop and follow-up training.	▪ Overview of the DWSIIP including rationale, target impact and outcomes, design policies, procedures, subproject design and packaging, safeguard frameworks, plans, IEEs, RFs, disclosure and reporting requirements, gender and other plans and the monitoring and reporting requirements. ▪ Stakeholder identification.	Year 1	▪ Stakeholder understanding and appreciation of the program; ▪ Specific understanding of the need for gender mainstreaming.	▪ Workshop reports.	ADB, PMU, PIU PMC and CMRC.
DWSIIP Planning	▪ Government agencies and their employees; ▪ Beneficiaries; ▪ Community leaders; ▪ CBOs, NGOs and other groups; ▪ others, as identified.	▪ Baseline survey; ▪ UGR command area level meetings and presentations; ▪ Key informant interviews and focus group discussions.	▪ Determine the current socioeconomic profile and level of water services; ▪ Initiate community awareness of the DWSIIP; ▪ Mobilization for improved access to connectivity and metering ▪ Stakeholder inclusion in the decision making processes; ▪ Disclosure of the environmental and social safeguards.	Year 1	▪ Base data sufficient to finalize program analysis and planning; ▪ Base line indicators in relation to the DMF targets; ▪ Initial beneficiary awareness of the DWSIIP as indicated by the number of meeting participants from the various stakeholder groups and particularly the number of women consulted; ▪ Registrations for connections ▪ Beneficiary feedback as indicated by the number of appropriate comments and suggestions received and incorporated.	▪ Consultation meeting reports. ▪ Metering Reports of DJB	PMC and the CMRC in consultation with the PIU.

Stage	Target Stakeholders	Type of Participation	Objectives	Time Frame	Outcome/ Indicators	Sources of Verification	Responsibility
Subproject design.	▪ Government agencies and their employees; ▪ Beneficiaries; ▪ Community leaders; ▪ CBOs, NGOs and other groups; ▪ others, as identified.	▪ UGR command area level meetings and presentations; ▪ Key informant interviews and focus group discussions; ▪ Multi-media public awareness and information campaigns as part of a broad IEC strategy; ▪ Social media.	▪ Consolidate community awareness of the DWSIIP; ▪ Stakeholder inclusion in the decision making processes; ▪ Present the outline of each work package to the stakeholders; ▪ Present the expected benefits; ▪ Outline any environmental and/or social impacts and the proposed mitigation measures; ▪ Disclosure of the GRM. ▪ Issue important water service related messages to stakeholders.	Years 1 & 2	▪ Improved beneficiary awareness of the DWSIIP as indicated by the number of meeting participants from the various stakeholder groups and particularly the number of women consulted; ▪ Beneficiary feedback as indicated by the number of appropriate comments and suggestions received and incorporated; ▪ Beneficiary knowledge of the DWSIIP implementation procedures; ▪ Beneficiary understanding of the DWSIIP objectives.	▪ Consultation meeting reports; ▪ Random household surveys.	PMC and the CMRC in consultation with the PIU.
	▪ Low income or slum communities.	▪ Community level meetings;	▪ Ensure community awareness of the DWSIIP; ▪ Learn the communities' priorities and concerns; ▪ Identify opportunities for participation in the DWSIIP; ▪ Improve health and hygiene awareness.	Years 1 & 2	▪ The subproject designs are fully inclusive of the poor and vulnerable communities.	▪ Consultation meeting reports; ▪ Random community surveys.	PMC and the CMRC in consultation with the PIU.
	▪ Displaced persons.	▪ Survey and consultation.	▪ Inform the identified displaced persons and discuss options; ▪ Determine mitigation measures.	Years 1 & 2	▪ Appropriate resettlement and compensation solution identified and agreed.	▪ Meeting records.	PMC and CMRC in consultation with the PIU
Subproject implementation	▪ Government agencies and their employees; ▪ Beneficiaries;	▪ Site level meetings with local residents; ▪ Connection drive	▪ Consolidate community awareness of the DWSIIP; ▪ Share work schedules	Years 2 to 5	▪ Smooth implementation of the DWSIIP with minimum disruption and inconvenience to program beneficiaries;	▪ Consultation meeting reports; ▪ Random	PMC and the CMRC in consultation with

Stage	Target Stakeholders	Type of Participation	Objectives	Time Frame	Outcome/ Indicators	Sources of Verification	Responsibility
	▪ Community leaders; ▪ CBOs, NGOs and other groups; ▪ others, as identified.	and facilitation camps at local level; ▪ Key informant interviews and focus group discussions; ▪ School and college presentations and discussions; ▪ Partner with women's organizations; ▪ Multi-media public awareness and information campaigns as part of a broad IEC strategy; ▪ Social media.	and ensure readiness; ▪ Mobilize community to connect to water and adopt metering; ▪ Relevance of water management; ▪ Inform beneficiaries of DWSIIP progress; ▪ Follow-up regarding the quality and adequacy of environmental and/or social impact mitigation measures; ▪ Promote gender mainstreaming; ▪ Ensure that the GRM is functioning; ▪ Follow-up regarding the important water service related messages to stakeholders.		▪ All temporary impact issues are adequately recorded, addressed and resolved ▪ Corrective action taken if required; ▪ Beneficiary satisfaction with the program implementation procedures; ▪ Appropriate participation by women.	household surveys; ▪ GRM records.	the PIU.
	▪ Low income or slum communities.	▪ Community level meetings; ▪ Formulate WMGs.	▪ Mobilize community to connect to water and adopt metering; ▪ Relevance of water management; ▪ Ensure that the communities are fully included and are being provided with appropriate solutions.	Years 2 to 5	▪ Low income and slum communities receiving full project benefits.	▪ PMC reports.	PMC and the CMRC in consultation with the PIU.
	▪ Contractors and workers	▪ Presentations and discussions.	▪ Contractors and workers fully educated on public interaction and cooperation; ▪ Ensure high standard of site health and safety; ▪ Promote gender mainstreaming.	Years 2 to 5	▪ Increased awareness of issues relating to the public; ▪ Reduced incidence of accidents on site; ▪ Appropriate participation by women.	▪ Contractor, PMC and PIU site reports.	PMC and the CMRC in consultation with the PIU.

Stage	Target Stakeholders	Type of Participation	Objectives	Time Frame	Outcome/ Indicators	Sources of Verification	Responsibility
	▪ Displaced persons	▪ Follow-up consultations and information sharing.	▪ Ensure that the RF mechanisms are being implemented as intended; ▪ Address pending issues; ▪ Take corrective action if necessary.	Years 2 to 5	▪ All resettlement issues are adequately recorded, addressed and resolved.	▪ Signed minutes of meetings	PMC and the CMRC in consultation with the PIU.
Defects liability	▪ All stakeholders	▪ UGR command area level meetings Website; ▪ Service and feedback camps ▪ Community level meetings; ▪ Social media	▪ Ensure that the DWSIIP was implemented as intended; ▪ Response to complaints/ pending issues ▪ Follow-up regarding the important water service related messages to stakeholders. ▪ Ensure water service improvement measures are fully implemented.	Year 6	▪ Beneficiary satisfaction with the outcome of the DWSIIP;	▪ On-line surveys; ▪ Random household surveys; ▪ GRM records.	PMC and the CMRC in consultation with the PIU.

ADB = Asian Development Bank, CBO =Community-based organization, CPPI = DMF= design and monitoring framework, DWSIIP = Delhi Water Supply Improvement Investment Program; GRM = grievance redress mechanism, IEC = information, education and communication, NGO = non-governmental organization, PIU = program implementation unit, PMC = project management consultancy, PMU = program management unit, RF = resettlement framework, UGR = underground service reservoir

Attachment 2: GENDER EQUALITY AND SOCIAL INCLUSION (GESI) ACTION PLAN

Activity		Target/ Indicator	Responsibility	Time
Output 1 and 2: Water Supply Infrastructure Expanded and Strengthened with Women Participation				
1	Ensure equitable benefits are extended to women and vulnerable households:	• By the end of the program, 2.41 million population will be served with improved water supply services comprising all project area households, 100% poor households and households headed by women	PMU, PIU PMC and CMRC	Years 1-6
2	Conduct intensive awareness programs including IEC campaigns, public meetings, women-only FGDs with women leaders, RWAs, women's SHGs and other community-based groups to empower women on women's rights and safety, disseminate knowledge on project related activities, and discuss issues such as personal/female hygiene, social safety, etc.	• Develop IEC campaigns (leaflets, posters, banners, rallies, competitions, etc.) in project influence area to publicize the pro-poor, gender- and socially-inclusive design features of the project; • Public service advertisements (18) on program features focusing on women and he poor developed and played in radio, newspapers, and television programs (three/year); • Conduct public meetings and FGDs pertaining to health and hygiene, social safety, property rights, water connections and tariffs, water conservation, management and recycling etc. with women beneficiaries, women leaders; RWAs, women SHGs, other CBOs etc. (Conduct 50 general public meetings-and an additional 50 meetings with leaders/SHGs/RWAs etc.); • Conduct gender-focused activities on water management, health & hygiene etc. in schools within project influence area. (50% girl student participation/meeting, cover 20 schools/year); • Proper record of consultations with disaggregated data (by sex, caste, social strata, and ethnicity) of participants prepared; suitable action taken on the suggestions/comments received from all groups; action-taken-reports prepared and disseminated in subsequent consultation sessions in the same area.	PIU, PMC and CMRC	Years 1-6
3	Engage women workers in construction and rehabilitation work, ensuring implementation of core labor standards such as equal pay for work of equal value, and protection of women from discrimination and other forms of harassment.	• Ensure around 30% of the unskilled workforce in project construction activities are women; • Payrolls showing worker's name, sex, and paid wages available with the contractors for inspection. Evidence that payment is directly paid to women through a bank account; • EMP implementation and monitoring reports must include comments on safe working conditions available for workers including safety equipment and the availability of separate toilets for women and men on work sites; • Application of labor standards by contractors monitored regularly and reported. • All engaged contractors and workers oriented on gender-related aspects with focus on appropriate legislations and regulations; and	PIU, PMC and CMRC	Years 1-6
***Output 3: Institutional Capacities, Human Resources, and Program Management Strengthened* is Gender Focused**				
1	Encourage women	• Adequate representation (around 20%) of	PIU, PMC,	Years

Activity		Target/ Indicator	Responsibility	Time
	employment and promote collaboration between the program implementation entities in partnership with women so that gender issues are highlighted and adequately discussed.	women at managerial, technical and administrative levels of PMU, PIUs, consultants and nongovernment organizations involved in DWSIIP; • Employ women as field /operational staff including meter readers (target around 10%); • Ensure maximum participation of women from all entities during regular program meetings (Minutes of meetings should reflect the participation of women and discussions on gender issues.	CMRC, contractors etc.	1-6
2	Conduct gender awareness training workshops /seminars and develop gender-sensitive water management checklists and guidelines to strengthen the role of women under DWSIIP.	• Conduct one-day orientation workshop involving representatives PMU and PIU on gender mainstreaming, sensitize on various aspects of GESI implementation and establish consensus on gender-inclusive program implementation (total participation ~100-150); • Hold a two day-long training workshop to develop a comprehensive strategy for involving women within the mainstream of project planning and implementation (at least 40% women participation); • Conduct annual gender awareness training workshops (6 No.) for representatives from PMU and PIU (at least 40% women participation); • Annual day-long training workshops (6 No.) for women staff of the DJB involved in program planning, implementation, O&M, monitoring and evaluation and • Mainstream Gender awareness as part of all training programs of DJB	PIU, PMC and CMRC	Years 1-6
3	Create a women-friendly work environment in DWSIIP offices to promote occupational health and safety, safe water supply and sanitation, protection of women from discrimination and other forms of harassment etc.	• Provide separate and safe toilets and changing facilities for women in PMU, PIU, PMC, NGO and contractor's offices and work sites etc.; • One-day training workshop for the orientation of contractors on gender-related aspects of project implementation at the start of construction activity; • Implement Government of India policy on zero tolerance for sexual harassment and other forms of gender-based discrimination in the workplace; • Periodic meetings should include discussions on issues faced by women staff workers in DWSIIP offices and at work sites.	PMU, PIU, PMC CMRC and contractors	Years 1-6
4	Incorporate gender indicators in project management information system.	• Robust PPMS and MIS developed for M&E with gender-relevant indicators and sex-disaggregated data for reviews and quarterly progress reports which include GESI progress report, CPP and project impact evaluation; • Expand and update the baseline survey conducted during PPTA to cover 2.0% of the DWSIIP area households (approximately 5,000) to: (i) establish a consumer database with respect to socioeconomic status and water supply service levels, focusing on women, poverty and vulnerability; (ii) carry out gender-segregated analysis; and (iii) identify below poverty line and women headed households.	PMC & CMRC	Years 1-6

Activity		Target/ Indicator	Responsibility	Time
		Prepare UGR command area wise rosters of vulnerable households eligible for concessions /subsidies. Database disaggregated by sex, ethnicity, poverty and vulnerability levels compiled and reported in quarterly and annual progress reports.		
5	Create awareness on DJB's web-portal and ensure that it is customer friendly. Also institutionalize customer relation management center	• Develop citizen friendly e-platform [18] for interaction, information dissemination, tariff plans and applicable changes, bill payment, grievances reporting and redressal. • Establish and manage full fledge customer relation management center to deal with service related issues efficiently and without hassle. More than 90% consumer complaints redressed within 72 hours.	PMU, PIU, PMC and CMRC	Years 1- 6
6	Gender Strategy for DJB	• Prepare a gender strategy for DJB focused on mainstreaming gender through human resources management and training in a gender responsive manner.	PMC and CMRC	Year 2

ADB = Asian Development Bank, CBO =Community-based organization, CMRC= Community mobilization and resettlement consultant; CPPI = consultation and participation plan implementation. DJB = Delhi Jal Board, DWSIIP = Delhi Water Supply Improvement Investment Program, EMP = environmental management plan, FGD = focus group discussions, GESI = gender equality and social inclusion, IEC = information, education and communication, M&E = monitoring and evaluation, MIS = management information system, NGO = non-governmental organization, No. = number, O&M = operation and maintenance, PIU = program implementation unit, PMC = project management consultancy, PMU = program management unit, PPMS = project performance management system, RWA = resident welfare associations, SHG = Self-help Groups, UGR = underground service reservoir, WMG = Water Management Groups, WTP = Water Treatment Plant.

[18]The baseline survey conducted under TA-8415 indicated low awareness of DJB's web portal (one percent).

GESI ACTION PLAN MONITORING FORMAT

Date Prepared:

Project Title:
Country:
Project No.:
Loan No.:
Type of Project:
Approval and Timeline/Duration of the Project:
Gender Category:
Mission Leader:
Name of Gender Specialist/ Gender Focal Point:
Quarter Covered by Update:
Project Impact:
Project Outcome:

Activities, Indicators, Baseline, Targets, Time Frame and Responsibility	**Progress to Date**		**Issues and Challenges** (Please include reasons why an activity was not fully implemented, or if targets fall short, or reasons for delay, etc.)
	Progress for the Quarter (This should include information on progress for the current quarter--qualitative and quantitative updates (sex-disaggregated data))	**Cumulative Progress** (This should include information on progress (qualitative and quantitative updates including sex-disaggregated data) from the start of the implementation of the GAP to the previous quarter's progress report.)	
Output 1.			
1. **Targets/Indicators:** **Baseline:** **Responsibility:** **Time Frame:**	•	•	
2. **Targets/Indicators** **Baseline:** **Responsibility:** **Time Frame:**	•	•	
Output 2.			
1. **Targets/Indicators** **Baseline:** **Responsibility:** **Time Frame:** Year 1-5	•	•	

2. **Targets/Indicators** **Baseline:** **Responsibility:** **Time Frame:**	•	•	
Outputs 3.			
1. **Targets/Indicators** **Baseline:** **Responsibility:** **Time Frame:**	•	•	
2. **Targets/Indicators** **Baseline:** **Responsibility:** **Time Frame:**	•	•	

Comments/ Remarks:

Accomplished by: _____

Date Accomplished: _____

Section 7 - General Conditions of Contract

The Conditions of Contract comprise two parts, these Section 7-General Conditions of Contract (GCC) and the following Section 8-Particular Conditions of Contract (PCC).

The General Conditions shall be the Conditions of Contract for Design, Build, and Operate Projects, also known as "the Gold Book", 2008 edition, prepared by the Federation Internationale des lngenieurs-Conseil/ (FIDIC). They are not reproduced here, and Bidders who do not have a set of the Gold Book can purchase it at the FIDIC Bookshop: www.fidic.org.

Any amendments and additions to the GCC, specific to the contract in hand, are introduced in Section 8 (Particular Conditions of Contract), Part A (Contract Data) and Part B (Specific Provisions). Clause numbers in the PCC correspond to those in the GCC.

Part A (Contract Data) of the PCC includes data to complement the GCC in a manner similar to the way in which the Bid Data Sheet (BDS) complements the Instructions to Bidders (ITB).Part B (Specific Provisions), includes the amendments and additions to the GCC.

APPENDIX

General Conditions of Dispute Board Agreement

1. Definitions

Each “Dispute Board Agreement” is a tripartite agreement by and between:

(a) the “Employer”;

(b) the “Contractor”; and

(c) the “Member” who is defined in the Dispute Board Agreement as being:

(i) the sole member of the "DB" and, where this is the case, all references to the “Other Members” do not apply, or

(ii) one of the three persons who are jointly called the “DB” (or “dispute board”) and, where this is the case, the other two persons are called the “Other Members.”

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

(a) the Commencement Date defined in the Contract,

(b) when the Employer, the Contractor, and the Member have each signed the Dispute Board Agreement, or

(c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days’ notice of resignation to the Employer and to the Contractor, and the Dispute Agreement shall terminate upon the expiry of this period.

3. Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor, and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance, which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member’s representations that he/she is

(a) experienced in the work, which the Contractor is to carry out under the Contract;

(b) experienced in the interpretation of contract documentation; and

(c) Fluent in the language for communications defined in the Contract.

4. General Obligations of the Member

The Member shall

(a) have no interest, financial or otherwise, in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;

(b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor, or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;

(c) have disclosed in writing to the Employer, the Contractor, and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer, or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;

(d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor, or the Engineer, except as may be agreed in writing by the Employer, the Contractor, and the Other Members (if any);

(e) comply with the annexed procedural rules and with Subclause 20.4 of the Conditions of Contract;

(f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;

(g) not, while a Member, enter into discussions or make any agreement with the Employer, the Contractor, or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;

(h) ensure his/her availability for all site visits and hearings as are necessary;

(i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received, which shall be maintained in a current working file;

(j) treat the details of the Contract and all the Dispute Board's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor, and the Other Members (if any); and

(k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

5. General Obligations of the Employer and the Contractor

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the Dispute Board's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member, and the Other Members (if any),

(a) be appointed as an arbitrator in any arbitration under the Contract;

(b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or

(c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the Dispute Board under Subclause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6. Payment

The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

(a) a retainer fee per calendar month, which shall be considered as payment in full for

(i) being available on 28 days' notice for all site visits and hearings;

(ii) becoming and remaining conversant with all project developments and maintaining relevant files;

(iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and

(iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

(b) a daily fee, which shall be considered as payment in full, for

(i) each day or part of a day up to a maximum of 2 days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);

(ii) each working day on Site visits, hearings, or preparing decisions; and

(iii) each day spent reading submissions in preparation for a hearing.

(c) all reasonable expenses, including necessary travel expenses (air fare in less than first class, hotel and subsistence, and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent (5%) of the daily fee referred to in sub-paragraph (b) of this Clause;

(d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor, and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the Dispute Board; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Subclause 14.8 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time, (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect

when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor, and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8. Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 (a)-(d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the Dispute Board which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the noncompliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the Dispute Board, which are rendered void or ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

Procedural Rules

Unless otherwise agreed by the Employer and the Contractor, the Dispute Board shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor, and the Dispute Board, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.

The timing of and agenda for each site visit shall be as agreed jointly by the Dispute Board, the Employer, and the Contractor, or in the absence of agreement, shall be decided by the Dispute Board. The purpose of site visits is to enable the Dispute Board to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavor to prevent potential problems or claims from becoming disputes.

Site visits shall be attended by the Employer, the Contractor, and the Engineer and shall be coordinated by the Employer in cooperation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the Dispute Board shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.

The Employer and the Contractor shall furnish to the Dispute Board one copy of all documents which the Dispute Board may request, including Contract documents, progress reports, variation instructions, certificates, and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the Dispute Board comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.

If any dispute is referred to the Dispute Board in accordance with Subclause 20.4 of the Conditions of Contract, the Dispute Board shall proceed in accordance with Subclause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the Dispute Board shall

(a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case; and

(b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.

The Dispute Board may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

Except as otherwise agreed in writing by the Employer and the Contractor, the Dispute Board shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor, and the Engineer, and to proceed in the absence of any party who the Dispute Board is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

The Employer and the Contractor empower the Dispute Board, among other things, to

(a) establish the procedure to be applied in deciding a dispute;

(b) decide upon the Dispute Board's own jurisdiction, and as to the scope of any dispute referred to it;

(c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Guidelines;

(d) take the initiative in ascertaining the facts and matters required for a decision;

(e) make use of its own specialist knowledge, if any;

(f) decide upon the payment of financing charges in accordance with the Contract;

(g) decide upon any provisional relief such as interim or conservatory measures; and

(h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.

The Dispute Board shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the Dispute Board shall make and give its decision in accordance with Sub clause 20.4, or as otherwise agreed by the Employer and the Contractor in writing. If the Dispute Board comprises three persons:

(a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;

(b) it shall endeavour to reach a unanimous decision: if this proves impossible, the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and

(c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless

  (i) either the Employer or the Contractor does not agree that they do so, or

  (ii) the absent Member is the chairman and he/she instructs the other Members to not make a decision.

Section 8 - Particular Conditions of Contract

Section 8 - Particular Conditions of Contract

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Part A – Contract Data

Sub-Clause	Data to be given	Data
1.1.24	Where the Contract allows for Cost Plus Profit, percentage Profit to be added to the Cost	15%
1.1.26	Cut off Date (number of days after the Time for Completion of Design-Build)	30 days
1.1.32	Employer's Name and Address	Delhi Jal Board, represented by Project Manager, DWSIIP Executive Engineer (Dwarka) WTP, Delhi Jal Board, Over Head Tank, Ashok Vihar, Delhi-110052, India Executive Engineer (E&M) WC-I 12/4 Varun Niketan , Pitampura Delhi-110085, India
1.1.35	Employer's Representative's name and address	Project Management Consultant (PMC) – DWSIIP Represented by : Team Leader -NJS Consultants Co., Ltd (Lead Partner) in Joint Venture with ICRA Management Consulting Services Limited, TATA Consulting Engineers Ltd. & NJS Engineers India Pvt. Ltd.
1.1.70	Parts of the Works that shall be designated a Section for the purposes of the Contract	Section means the part of Works scheduled to be completed in accordance to the Milestones provided at Section 6 – Employer's Requirements, 6.1.18, Table 9: Milestones and Key Time Periods. Sections will also refer to the individual DMA's which if commissioned a Commissioning Certificate will be issued demonstrating the KPIs with respect to NRW and pressure as per the threshold values of B(i) and B(ii) stipulated in Schedule 5, which is the date of Final Taking Over for the particular DMA and marks the time of completion of the section, which may be well within the Design Build Period and will set the start of the Operations Service post commissioning for that particular DMA. The Details of total 67 numbers Individual section/ DMA's are as below

DMA No	Commanding UGR
Section 1 to 22: C-03-1, C-03-2, C-03-3, C-03-4, C-03-5, C-03-6, C-03-7, C-03-8, C-03-9, C-03-10, C-03-11, C-03-12, C-03-13, C-03-14,	Model Town UGR

		C-03-15, C-03-16, C-03-17, C-03-18, C-03-19, C-03-20, C-03-21,C-03-22,	
		Section 23 to 36 C-03A-1,C-03A-2,C-03A-3,C-03A-4,C-03A-5,C-03A-6,C-03A-7,C-03A-8,C-03A-9,C-03A-10,C-03A-11,C-03A-12,C-03A-13,C-03A-14	Mukherjee Nagar UGR
		Section 37 to 64 : C-02-1,C-02-2,C-02-3,C-02-4,C-02-5,C-02-6,C-02-7,C-02-8,C-02-9,C-02-10,C-02-11,C-02-12,C-02-13,C-02-14,C-02-15,C-02-16,C-02-17,C-02-18, C-02-19,C-02-20,C-02-21,C-02-22,C-02-23,C-02-24,C-02-25,C-02-26,C-02-27,C-02-28	CD Park UGR
		Section 65 to 67: C-02A-1,C-02A-2,C-02A-3	Lawrence Road UGR
1.1.78	Time for Completion of Design-Build Time for Completion of 2 no. sections- Section-1 & 2 (i.e. 2 Nos. top priority DMA's to be identified by employer) Time for Completion of 3 no sections- Section-3,4 & 5 (i.e. 3 Nos. next priority DMA's to be identified by employer) Time for Completion of balance 62 no. sections i.e. Section-6 to 50	1460 days from Commencement Date 210 days from Commencement Date 360 days from Commencement Date 1460 days from Commencement Date	
1.3 (c)	Agreed methods of electronic transmission	By facsimile or electronic mail only	
1.3 (d)	Address of Employer for communications	Delhi Jal Board, represented by Project Manager, DWSIIP Executive Engineer (Dwarka) WTP, Delhi Jal Board, Over Head Tank, Ashok Vihar, Delhi-110052, India	
1.3 (d)	Address of Employer's Representative for communications	Team Leader, Project Management Consultants - DWSIIP Gyan Avenue, 12 Pragati Market Ashok Vihar II, New Delhi-110052	
1.3 (d)	Address of Contractor for communications	Contractor to provide prior to signing of Contract Agreement	
1.4	Contract shall be governed by the law of	India	
1.4	Ruling Language	English	
1.4	Language for Communication	English	
2.1	After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within:	Right of access For initial set of 5 nos. sections/ priority DMAs: 7 days after commencement Date	

		For other sections/DMAs: As per sectional completion of initial set of DMAs and as per the sectional completion schedule • For UGRs and pumping stations: 7 days after commencement Date
4.2	Performance Security (as percentages of the Accepted Contract Amount in Currencies)	The Performance Security shall be in the form of an unconditional bank guarantee equivalent to the amount indicated below, issued by a reputable bank, which includes scheduled banks or nationalized banks of the Employer's country The Performance Security shall be denominated in currency/ies stated in the bid of the successful bidder. **Amount of Performance Security** Two Separate Performance Securities to be furnished by the Contractor as indicated below: • *Design – Build Performance Security* – 10 % of the Design-Build Contract Price • *Operations Services Performance Security* – 10% of the Operation Services Contract Price **Time of Submission** *Design - Build Performance Security* - Within **28 days** after issue of Letter of Acceptance *Operations Services Performance Security*: Within **28 days** before start of Operations Period. The Employers name and address in the Performance Security for the Design Build and Operations Services will be as per Contract Data Clause 1.1.32. **Return of Performance Security** *Design-Build Performance Security*: 50% to be released at the end of the Retention Period (365 days after issuance of the Commissioning Certificate) 25% to be released at the end of the 1825 days after issuance of the Commissioning Certificate) 25% to be released after issue of Contract Completion Certificate *Operations Services Performance Security:* The Performance Security to be reduced annually after adjusting the cost of accepted O&M Contract Price for previous year.
4.2	Reduction in Performance Security at the end of the Retention Period	As Defined above
5.1	Period for notification of errors, faults and other defects is	90 days from the Commencement Date
5.2	Contractor's Documents requiring approval	The Service Improvement Plan (SIP) which includes all documents as detailed in Section 6.1, Scope of Services
6.5	Normal working hours on the Site	Normal hours during which work will be permitted to be carried out at the Site shall be between 09:00 hrs to 18:00 hrs, Monday to Saturday, excluding gazetted and national holidays. The

		Contractor shall be responsible to obtain the written consent of the Employer's Representative if he desires to work outside these times during the execution of testing and commissioning. The Operations Services shall be carried out 24 hours a day, 7 days a week for all days of the year including national holidays.
8.2	Period of the Operation Service	Start Date: 121st day from Commencement Date End Date: 5110 days from Commencement Date
9.2	Time for Completion of Design-Build	1460 days from commencement date.
9.2	Time for Completion of each Section	Time for Completion of 2 no. sections- Section-1 & 2 (i.e. 2 Nos. top priority DMA's to be identified by employer): 210 days from Commencement Date Time for Completion of 3 no sections-Section-3,4 & 5 (i.e. 3 Nos. next priority DMA's to be identified by employer): 360 days from Commencement Date Time for Completion of balance 62 no. sections i.e. Section-6 to 67: 1460 days from Commencement Date
9.6	Delay damages (percent of final Contract Price per day of delay)	• Applicable on delays in sectional completion and/or delay in complete Design Build works • 0.01 % of the Accepted Contract Amount of Design Build works of sections or full Design Build work (excluding Operation services) on per day basis pertaining to each sections or full completion of Design Build, in the same currency / currencies in which the Design Build Contract price is payable.
9.6	Maximum amount of delay damages	• Maximum amount of sectional delay damages limited to 10% of Accepted Contract Amount of the section • Maximum amount of delay damages equal to 10% of Accepted Contract Amount for the Design Build.
10.6 (a)	Maximum compensation payable by the Contractor	10% of the Accepted Contract Amount for Operation Services
10.6 (b)	Maximum compensation payable by the Employer	10% of the Accepted Contract Amount for Operation Services
10.7	Performance damages	Shall be in accordance with Clause 3.2 of Schedule 3 to Section 8: Particular Conditions of Contract - Contractor Payment
10.7	Rights of Employer if failure continues for more than 84 days	As per Clause 10.7 (b) Conditions of the Contract
10.7	Minimum production output required	Shall be in accordance with subsection B-Performance Targets of Schedule 5 to Section 8: Particular Conditions of Contract– Performance Targets and Measurement
13.5	Percentage rate to be applied to Provisional Sums	15% which includes statutory deductions on contractor payment
13.8	Adjustment for changes in costs	Adjustment for changes in costs (Price adjustment) shall be as per the provisions in paragraph 4 of Schedule 3 Particular Conditions of Contract – Contractor Payment
14.2	Amount of Advance Payment (percent of	• 10% of the Accepted Contract Amount of

	Accepted Contract Amount)	Design Build works in two installments • Against a bank guarantee of equal amount issued by a reputable bank, including scheduled bank or nationalized bank of India or a foreign bank through a correspondent bank located in India to make it enforceable • First installment of not more than 5% of the Accepted Contract Amount immediately after signing the Contract. • Second instalment of remaining amount on demand by the contractor on submission of details of use of first instalment.
14.2	Currencies of payment if different to the currencies quotes in the Contract	Not applicable.
14.3(c)	Percentage of Retention	10% of the Interim Payment Certificates
14.3(c)	Limit of Retention Money	5% of Accepted Contract Amount for the Design - Build
14.6 (b) (i)	Plant and Materials for payment when shipped	Not applicable; No payment against shipping will be made to the Contractor.
14.6(c) (i)	Plant and Materials for payment when delivered to the Site	Payment for Plant and Materials when delivered to the Site shall be as stated in Schedule 3 to Section 8: Particular Conditions of Contract - Contractor Payment
14.7(b)	Minimum Amount of Interim Payment Certificate	• 1% of the Accepted Contract Price for Design-Build portion • payment on bi-monthly basis for Operational Services
14.9	Financing charges for delayed payment (percent points above discount rate):	If payment of any sum payable is delayed, the Contractor shall be entitled to receive interest on the unpaid amount during the period of delay. Interest will be calculated from the date by which the payment shall have been made In INR the financing charges shall be 3% above the repo rate of Reserve Bank of India
14.10	Payment of Retention Money	50% of Retention Money applicable to Completion of works can be released against Bank Guarantee after accumulation of limit of Retention Money. Balance 50% retention money can be released against Bank Guarantee within 30 days of successful commissioning of the works. The validity of these Bank Guarantees will be 6 month beyond commissioning of the works and the same will be released accordingly''
14.17	Currencies for payment of Contract Price	The currencies of payment shall be the currency or currencies as specified for the Accepted Contract Amount in the Letter of Acceptance.
14.17	Proportion of Local and Foreign Currencies are	In the proportions of currencies of Contract as quoted by the Bidder
14.17	Rate of Exchange	As per GC Clause No 14.17 (e)
14.17	Currencies for Payment of Damages	Local and Foreign Currency in the proportions of contract.
14.19	Amount of Maintenance Retention Fund	5% of the Accepted Contract Amount for Operation Service
17.1	Operation of forces of nature allocated to the Contractor	None
17.8	Total liability of the Contractor shall not exceed	100% of that portion of the Accepted Contract Amount attributable to the Design-Build of the Works for the period extending until 5 years after

		the date of issue of the Commissioning Certificate, at which point the Total Liability of the Contractor shall reduce to 50% of the Accepted Contract Amount attributable to the Design-Build of the Works until Contract Completion.
19.2 (a) (i)	Permitted Deductible Limits	NIL
19.2 (c)	Insurance of Contractor's Equipment (amount required)	Minimum of INR 200 Million for the total project duration
19.2 (c)	Amount of professional liability insurance	100% of the Design-Build Contract Price (For Design-Build Contract Period), 100% of the Operations Services Contract Price (for the Operations Services Period)
19.2 (c)	Period for which professional liability insurance required	Until issue of final payment certificate for Design-Build. For the entire period of Operations Services.
19.2 (d)	Amount of insurance required for injury to persons and damage to property	Shall be to a minimum of INR 5 (five) million for each occurrence with unlimited occurrences up to the Contract Completion Date
19.2 (f)	Other insurances required by law and local practice	As per GOI Regulations in India and specific in NCR region.
19.3 (a)	Amount of fire extended cover insurance required	INR 100 million
19,3 (d)	Other insurances required by law from the Contractor	As per GOI Regulations in India and specific in NCR region.
19.3 (e)	Other Optional Operational Insurances	None
20.3	Date for appointment of DAB	28 days from the Commencement Date
20.3	The DAB shall comprise	3 (Three) members
20.4	Appointing entity (official) for DAB members, if not agreed, shall be:	The President of FIDIC or a person appointed by him/her.
20.8	Place of Arbitration	For National (Indian) Contractor: at Delhi For Foreign Contractor: at Singapore
20.8	Language to be used for arbitration proceedings	English
20.8(a)	Arbitration to be administered by:	For National (Indian) Contractor: As per Rules of Arbitration of the Indian Arbitration Act For Foreign Contractor: As per Rules of Arbitration of Singapore International Arbitration Centre (SIAC)

Part B -Specific Provisions

The Particular Conditions of Contract (PCC) Part B - Specific Provisions, is to amend or for additions to the General Conditions of Contract (GCC - Section 7). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Sub-Clause	Section	Specific Provision
1.1	Definitions	Unless otherwise specifically stated, or unless the context requires otherwise, capitalized terms in this Part B and in the Schedules to the Section 8: Particular Conditions of Contract are as defined under Sub-Clause 1.1 of the General Conditions of Contract and under Section 6.1 Scope of Services under Section 6 - Employer's Requirements. 'Bid' and 'Tender' will have the same meaning, as defined in Section 1- Instructions to Bidder. **Service Area** means the area where DJB is responsible for provision of water supply services to consumers. The Service Area can be either within the administrative municipal boundary as extended from time to time and also include future growth areas where DJB decides to provide expansion of water services and undertake operation, maintenance and management services; **Performance Standards** are the minimum standard for service delivery in water supply sector set under clause D of Schedule 5 attached to Section 8: Particular Conditions of Contract
1.1.8	Commissioning Certificate	Replace the text under this sub-clause in totality with the following text: "Commissioning Certificate" means the certificate issued by the Employers Representative to the Contractor under Sub-Clause No 11.7 [Commissioning Certificate] marking the end of the Design Build Period under Sub-Clause 9.12 [Completion of Design Build] and the commencement of the Operations Service Period of the Constructed works or section as applicable."
1.1.35	Employer's Representative	The term "Engineer", as used in the Contract, is synonymous to "Employer's Representative"
1.1.58	Operation Service Period	*Add following:* The Works installed or constructed and commissioned by the Contractor (sections, DMA or zone or any particular area, etc) will be put to Operation Services and will be operated on section basis until Design-Build completed in accordance with Sub-Clause 9.12 [Completion of Design-Build] and the Commissioning Certificate issued under Sub-Clause 11.7 [Commissioning Certificate]. The Operation Service of entire system will be commenced only after Completion of Design-Build and the Commissioning Certificate issued. In addition to these the contractor has to operate the existing water supply services at existing service levels from 121st day from the commencement date at his quoted rate for the period between 121st day of commencement date and the date

		of Commissioning Certificate/Sectional Commissioning as the case may be. The Operations Services for individual DMA's which have been commissioned will commence as an when the Commissioning Certificate is issued after successful demonstration of the KPI's with respect to NRW and pressure which is the date of Final Taking Over for the particular DMA's which may be well within the Design Build Period. However irrespective to early completion of individual DMA, Operations Services for all the DMA's shall continue up to Completion of Operation services as defined in para 10.8 of GCC.
1.1.66	Retention period	*Replace this sub-clause in its entirely by the following:* **"Retention Period"** means the period of 1 year after the date stated in the "Commissioning Certificate"
1.1.83	Year and Month	*Amend the Definition as*: "Year means three hundred and sixty five [365] days and "month" means thirty [30] days
1.1.84	ADB	Add new Sub-Clause as follows: " 'ADB' means the Asian Development Bank, the institution financing the Contract."
1.1.85	Price Schedules	Add new Sub-Clause as follows: " 'Price Schedules' means those Schedules incorporated in the Contract showing the manner in which the Contract Price is broken down into Rates and Prices."
1.1.86	Schedules of Performance Guarantees	Add new Sub-Clause as follows: " 'Schedule of Performance Guarantees' means the Schedule incorporated in the Contract detailing the performance standards to be achieved by the Contractor under the Contract."
1.2	Interpretation	Add the following sub-paragraphs, after sub-paragraph (f): "(g) The word 'tender' or 'tender' is synonymous with 'Bid' or 'bid' and the words 'Letter of Tender' are synonymous with 'Letter of Bid', and 'tender documents' with 'bidding documents'; and (h) The words 'Contractor's Proposal' are synonymous with 'Contractor's Technical Proposal'."
1.6	Contract Agreement	Revise the Last line of this sub-clause with: "The costs of stamp duties and similar charges imposed by the law shall be borne by the Contractor"
1.9	Care and Supply of Documents	Replace the entire third paragraph with the following "If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect."
1.9	Care and Supply of Documents	Add to the end of Sub-Clause 1.9 the following: "Failure to issue such Notice by the Employer or the Engineer to the Contractor in respect of any error in the Contractor's document shall not in any manner relieve the Contractor of its obligation to ensure the correctness

		and accuracy of the Contractor's documents, and their compliance with the requirements of the Contract."
1.14	Compliance with Laws	Replace the Sub-Clause 1.14(b) with the following: "The Contractor shall, in all matters arising in the performance of the Contract, comply with, give all notices under, and pay all fees required by the provisions of any national or state statute, ordinance or other law, or any regulation of any legally constituted public authority having jurisdiction over the works. The Contractor shall obtain all permits, licenses or approvals required for any part of the Works, in reasonable time taking account of the times for delivery of the Plant and Materials and for completion of the Works. The Employer shall facilitate in getting necessary approvals, permissions by the Contractor. The Employer and the Contractor shall comply with the laws of each country where their activities in relation to the Contract are performed."
1.14	Compliance with Laws	Add sub clause (d) and (e) as follows: (d) Preparing applications in accordance to standard procedures for obtaining all statutory clearances and approvals required from Government of NCT Delhi and/or Government of India, including all environmental clearances, permission from highway and railway authorities, inland waterway authorities, forest authorities and any other such authorities as may be required. (e) DJB shall by or before the Commencement Date, grant, or arrange for the benefit of the Contractor, the rights and authority to repair or replace the facilities, to lay pipes, construct civil structures, install equipment and machinery on its behalf and to carry out necessary excavations to carry out its obligations under this Contract.
1.16	Inspections and Audit by the Employer / GOI / Asian Development Bank / any other authorized agency	*Add Sub Clause 1.16 as follows:* The Contractor shall permit the ADB and/or persons appointed by the ADB to inspect the Site and/or the Contractor's accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the ADB if required by the ADB.
2.1	Right of Access to the Site	*Add at the end of Sub-Clause as follows:* DJB shall provide to the Contractor and Contractor's Personnel, at no cost to the Contractor, free, continuous and exclusive access to, possession and right to use of, and rights over, the land, installations, and Works and Site, sufficient to enable the Contractor to carry out its obligations under this Contract from the dates as indicated in Contract Data until the Contract Completion Date. Employer will assist the Contractor to get all the utilities shifted in right of way as identified by the Contractor.
2.3	Employer's Personnel	*Add following sub clauses after sub clause (b):* (c) The day-to-day management control, work requirements, responsibilities and related terms and conditions pertaining to the Employer's Personnel deputed to the Contractor shall be in accordance to the Section – 6, Employer's Requirement DJB, its sub-contractors, employees and consultants (other than the Contractor), in exercising their rights of access to the Project Facilities within the Site, shall

		comply at all times with: • All governing Laws, relevant permits set forth in GCC Sub-Clause 1.14 and 2.2 and other permits for the services and all relevant health and safety requirements; • Instructions and directions issued by the Contractor which are necessary to ensure compliance by the Contractor with any governing Laws and any relevant health and safety requirements applicable to their respective activities in the Service Area; and • Such health and safety regulations and Site regulations as the Contractor has in effect at the facilities from time to time, such regulations having been provided to DJB.
2.5	Overall Project Management	*Add following sub clause 2.5:* Employer through its representative will be responsible for review and finalization of the Service Improvement Plan (SIP) submitted by the Contractor and supervision of agreed SIP, disbursement of the Contractor Payments, taking decision regarding completion of the works and achievement of the respective obligations by each party, approval of investments as per the agreed Service Improvement Plan, measurement and evaluation of the Performance Parameters for service delivery in water supply sector set under clause D of Schedule 5 attached to Section 8: Particular Conditions of Contract, etc.
3.1	Employer's Representative's Duties and Authority	Insert the following after the second paragraph: Employer's Representative will have no authority to approve the (i) Service Improvement Plan (ii) Time extensions (iii) Variation. Employer's representative will review above and submit recommendations to Employer for approval.
3.4	Replacement of the Employer's representative	Add following at the end of clause: Employer can also appoint a third party and transfer partial duties from Employer's representative.
3.6	Management Meetings	*Insert sub-clause 3.6 after sub-clause 3.5:* The Employer's Representative shall convene management meetings in accordance with the Employer's Requirements, which the Employer's Representative and the Contractor shall attend, and which the Employer may attend as the case may be. Minutes of the management meetings shall be made by the Employer's Representative and issued to the Employer and Contractor within 7 days of each meeting
4.2	Performance Security	*Replace the first 3 paragraphs and the last paragraph of the Sub-Clause 4.2 with the text as provided in Part A – Contract Data*
4.2	Performance Security	*Replace the fourth paragraph in its entirety by the following:* "The Contractor shall obtain at his cost the Performance Security for proper performance of the Design-Build Period, in the amounts and currencies set out in the Contract Data. The Contractor shall deliver the Performance Security to the Employer within 28 days after receiving the Letter of Acceptance, and shall send a copy to the Employer's Representative. The Performance Security shall be

		issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be based on the sample form included in the tender documents, or in another form approved by the Employer. The entity shall have its origin in any eligible source country listed in Appendix 4 to these Particular Conditions Part Bsection 5 of Bid document. Without limitation to the provisions of the rest of this Sub-Clause, whenever any portion of the Contract Price payable in a specific currency increases by more than 25 percent, because of one increase or multiple increases as a result of Variations, the Contractor shall, at the Employer's Representative's request, promptly increase the value of the Performance Security in that currency by an equal percentage. The Contractor shall ensure that the Performance Security is valid and enforceable until the end of the Retention Period. If the terms of the Performance Security specify its expiry date, and the Retention Period has not come to an end by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the end of the Retention Period. Failure by the Contractor to maintain the validity of the Performance Security shall be grounds for termination in accordance with Sub-Clause 15.2 [*Termination for Contractor's Default*]. The Employer shall not make a claim under the Performance Security except for amounts to which the Employer is entitled under the Contract in the event of: (a) failure by the Contractor to extend the validity of the Performance Security as described in the preceding paragraph, in which event the Employer may claim the full amount of the Performance Security; (b) failure by the Contractor to pay the Employer an amount due, as either agreed by the Contractor or determined under Sub-Clause 3.5 [*Determinations*] or Clause 20 [*Claims, Disputes and Arbitration*], within 42 days after this agreement or determination; (c) failure by the Contractor to remedy a default within 42 days after receiving the Employer's Notice requiring the default to be remedied; or (d) circumstances which entitle the Employer to terminate under Sub-Clause 15.2 [*Termination for Contractor's Default*], irrespective of whether Notice of termination has been given. The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security which the Employer was not entitled to make. The Employer shall return the Performance Security to the Contractor within 21 days after the end of the Retention Period."

4.2A	Parent Company Guarantee	*Add new Sub-Clause as follows:* "The Contractor shall arrange for his ultimate parent company (or any other parent company as the Employer may approve in his absolute discretion, acting reasonably) to provide to the Employer a parent company guarantee in the sample form set out in the tender documents, or in another form approved by the Employer, within 28 days after receiving the Letter of Acceptance, and shall send a copy to the Employer's Representative. Where the Contractor comprises a consortium of two or more entities, they shall all cause their respective ultimate parent companies (or other parent company or parent companies approved by the Employer in his absolute discretion, acting reasonably) to provide a joint and several parent company guarantee in accordance with this Sub-Clause. The Contractor shall, if requested by the Employer in his absolute discretion, provide to the Employer financial or other information the Employer may require to satisfy himself that the parent company is an appropriate entity with sufficient means to satisfy the parent company guarantee."
4.3	Contractor's Representative	*Add the following paragraph towards the end of this Sub-Clause 4.3* If the Contractor's Representative or such persons are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Employer's Representative, acting reasonably.
4.4	Subcontractors	*Add the following paragraph towards the end of this Sub-Clause 4.4* "The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor". Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors. The Contractor shall only employ person from any eligible source country as listed under section 5 of Bid Document. The Contractor shall not employ any person which is listed either on: The United Nations Security Council Sanctions Lists, or The Asian Development Bank Anticorruption Sanctions List both accessible on the related organization Internet Web sites, and as amended from time to time.

		In case of failure by the Contractor to comply with this requirement, and, for the avoidance of doubt, irrespective of whether the Employer's Representative has given prior consent under this Sub-Clause, the Contractor shall forthwith cease any business dealing with any ineligible Subcontractor and replace such Subcontractor by one having its origin in an eligible source country, all at the Contractor's risk and cost. Additionally, the Employer, at his own election, shall be entitled to terminate the Contract in accordance with Sub-Clause 15.2 [Termination by Employer]."
4.8	Safety Procedures	*Replace the Sub-Clause 4.8 (a) with the text below:* "The Contractor shall, comply with all applicable safety regulations during Design Build, Retention Period & Operations Services period"
4.12	Unforeseeable Physical Conditions	*Add the following at end of the Sub-Clause:* In addition to notice of any Unforeseeable Physical Conditions, the Contractor shall provide the Employer's Representative with a written notice of any unanticipated environmental or resettlement risks or impacts that arise during the Design Build or Operation Services Period, which were not considered in the updated and approved Initial Environmental Examination (IEE), the Environmental Management Plan (EMP), or the updated and approved Resettlement Plan (RP) attached in Section 6.1,Scope of Services.
4.16	Transport of Goods	*Add the following at end of the Sub-Clause:* The Contractor shall adequately record the condition of roads, agricultural land and other infrastructure prior to the start of transporting Materials, Goods and equipment, and construction.
4.17	Contractor's Equipment	*Add before the first sentence of Sub-Clause 4.17 with the following:* "Unless otherwise stated in the Employer's Requirements, the Contractor shall provide all Contractors' Equipment necessary to fully and satisfactorily complete the Scope of Works as per the Contract both during the Design Build and Operations Services Period".
4.18	Protection of Environment	*Insert the following at the end of Sub-Clause:* The Contractor shall comply with all applicable national, provincial and local environmental Laws and regulations. The Contractor shall: (a) establish all operational systems for managing environmental impacts; (b) carry out all of the monitoring and mitigation measures set forth in the updated and approved IEE and EMP attached in Section 6, Employer's Requirement. (c) allocate the budget required to ensure that such measures are carried out. The Contractor shall submit monthly reports on the implementation and monitoring of such measures to the Employer. More particularly, the Contractor shall comply with (i) the measures and requirements set forth in the updated and approved EMP attached as Appendix C of Section 6, Employer's Requirement; and (ii) any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to

		monitor implementation of the IEE and the EMP. The Contractor shall allocate a budget for compliance with these measures, requirements and actions.
4.19	Electricity, Water and Gas	*Replace the entire Sub-Clause 4.19 with the following:* **Electricity** For Construction work during Design Build Period: The Contractor shall arrange and provide at his own cost electric connection of suitable load from electricity Supply Agency. All electricity charges during construction period shall be borne by the Contractor. The Contractor will also keep ready Generators of adequate capacity as standby arrangement in case of electric failure during construction for running of pump sets, vibrators, mixer, needle sets and electric set and other electrically operated construction equipment etc. at his own cost. However, the Engineer will issue essentially certificate in favor of the Contractor for obtaining a temporary electric connection from Electricity Supply Agency. The cabling for electric connection shall be arranged by the Contractor himself at his own cost. The non-availability /sanction of electric connection shall be no excuse for delay in completion of work. **During Trial Run / Commissioning and Operations Services Period** DJB shall provide the Contractor with continuous access to electricity supply facilities. DJB shall pay to the electricity supply company directly all the charges for demand, consumption, etc., as levied other than the penalties if levied due to operating negligence of the Contractor or power factor surcharges. Such penalties will be recovered from the Contracts payments. The Contractor will be providing a Power Consumption Guarantee during the Operations Service Period along with his proposal. Any cost of electricity over and above the guaranteed power consumption by the Contractor will be deducted by DJB from the operations services payment due to the Contractor. The Contractor shall take special care that while replacing the Pump sets and other machines within the UGR and Pumping Station premises effect on supply to the consumers should be as minimum as possible. Water a) The Water required for construction purpose during the Design Build Period shall be arranged by Contractor at his cost. The Employer will not be responsible for any water supply and no time extension will be granted on account of non-availability of water. Water required for testing of pipelines and liquid retaining structures/tanks shall also be arranged by the Contractor at his cost. Wherever the Employer's water is made available to the Contractor for construction and drinking purpose recovery for volume of water shall be made at the prevailing bulk supply/ commercial supply rates of the employer respectively. The ferrule connection with the Employer's main and the pipeline up to the site shall

		be provided by the contractor at his own cost. b) In case the contractor uses ground water for construction/drinking water its quality should be tested and confirmed based on relevant BIS requirements in employer's laboratory. The contractor should bear all related costs. The contractor should obtain permission for extraction from the concerned authority prior to extraction. *c)* During the Operation Service Period permanent water connection to operator's office and workers camp etc shall be provided by the Employer. Deposit/fees, if any, required by the Employer shall be paid by Contractor and reimbursed by the Employer. All other works/expenses etc. are in the Contractor's scope. All maintenance and running expenses shall be borne by the Contractor.
4.20	Employers Equipment and Free-issue material	*Replace the Sub-Clause 4.20 with the following:* "Employer does not have provision for any equipment or Free Issue material."
4.21	Progress Reports	*Insert following after Sub-Clause (h):* (i) Monitoring of the obligations in Sub-Clauses 4.18, 6.4, 6.7, 6.12, 6.13 and 6.24.
4.24	Fossils	*Replace the first sentence of Sub-Clause 4.24 with the following:* "All gold, silver, coins, oil and other minerals of any description, and all precious stones of all kinds, treasures, antiques, fossils and other similar things, which shall be found in or at site, shall be the property of the Employer, and the Contractor shall duly preserve the same to the satisfaction of the Employer, and shall from time to time deliver the same to such person or persons, as the Employer may appoint to receive the same."
4.26	Contract Management	*Add sub-clause 4.26 as follows:* *Contractor will use the suitable computer operated software to manage the contract.*
4.27	On-Site Log Book	*Add new Sub-Clause as follows:* "The Contractor shall maintain on Site a log book. in a form approved by the Employer's Representative and which shall integrate the fields required in the Employer's Requirements. It will be used to record the Contractor's activities on a daily basis, and any instruction form the Employer's Representative given on Site. The Employer's Personnel shall have the right of access to this document at all times, and one copy of each daily record shall be promptly provided by the Contractor to the Employer's Representative."
5.1	General Design Obligations	*Replace the first sentence of Sub-Clause 4.24 with the following:* "The Contractor shall carry out and be responsible for, the design of the Works, including any site surveys, subsoil investigations and all other things necessary for proper planning and design."
5.6	Operation and Maintenance Manuals	Insert "28 days" before the first line of Sub –Clause
6.1	Engagement of Staff and Labour	*Add the following at the end of this Sub-Clause:* "The Contractor shall, to the extent practicable and reasonable, employ staff and labour with appropriate

		qualifications and experience from sources within the Country."
6.2	Rates of Wages and Conditions of Employment	*Add the following at the end of this Sub-Clause:* "The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws."
6.4	Labour Laws	*Insert the following at the end of the Sub-Clause:* The Contractor shall not make employment decisions based upon personal characteristics unrelated to job requirements. The Contractor shall base the employment relationship upon equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment or retirement, and discipline. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide equal wage and benefits to men and women for work of equal value or type. The Contractor shall not employ forced labour, which consists of any work or services, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour, or similar labour-contracting arrangements.
6.7	Health and Safety	*Add to the end of first paragraph of Sub-Clause 6.7, the following:* "In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and/or carry out all such regulations, orders, and/or requirements as may be applicable, including those imposed by various governments and the local medical or sanitary authorities." *Replace the last sentence of second paragraph of Sub-Clause 6.7, with the following:* "Throughout the execution of the Works and the Operation and Maintenance Period, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority." *Add to the end of Sub-Clause 6.7, the following:* HIV-AIDS Prevention. The Contractor shall conduct an

		HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals. The Contractor shall throughout the contract (including the Retention Period / DLP): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor's employees, all Subcontractors and any other Contractor's or Employer's personnel, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to, of Sexually Transmitted Diseases (STD) - or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS programme, (unless otherwise agreed) of all Site staff and labour. The Contractor shall include in the programme to be submitted for the execution of the Works under Sub- Clause 8.3 an alleviation programme for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the programme shall detail the resources to be provided or utilised and any related sub-contracting proposed. The programme shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this programme shall not exceed the Provisional Sum dedicated for this purpose. "The Contractor is required to follow the Employer's Safety Code and guidelines published by National Human Rights Commission (N.H.R.C).
6.8	Contractor's Superintendence	*Add to the end of Sub-Clause 6.8, the following:* "The Contractor shall submit, within 14 days of signing the Contract Agreement, the proposed Deployment Program for all key personnel for superintendence of construction activities for approval by the Engineer. Such Deployment Program shall show details of qualifications and experience of key personnel which is essential for proper superintendence and systematic and professional management of all construction works. The Engineer will either approve the submittal or provide comments thereon to the Contractor within 14 days of submission by the Contractor. None of the Contractor's key personnel shall be

		withdrawn from the Works without due notice being given to the Engineer. Further, no such withdrawals shall be made if in the sole opinion of Engineer, such withdrawals will jeopardize the progress and timely, successful completion of the Works. Contractor shall appoint a Planning Engineer at Project Site with computer having MS Project/Primevera and CAD facility. The role and purpose of the Planning Engineer shall be mainly to maintain weekly reporting to the Employer (besides Monthly Progress Reports) on an approved format of the Employer through e-mail facility kept by the Contractor at site. Also CAD drafting facility is required to incorporate necessary details/variation on drawings or the As-Built Drawings time-to-time during construction process and to avoid any discrepancies therein."
6.10	Records of Contractor's Personnel and Equipment	*Add to the end of Sub-Clause 6.10, the following:* The Contractor shall submit by the 4th and 19th of every month, to the Engineer a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively: (i) The number of laborers employed by him on the work, (ii) Their working hours, (iii) The wages paid to them, (iv) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and (v) The number of female workers who have been allowed maternity benefit and the amount paid to them."
6.11	Disorderly Conduct	*Add to the end Sub-Clause 6.11, the following:* The Contractor shall at all the times during the progress of Works take all requisite precautions and use his best endeavors for preventing any riotous or unlawful behavior by or among the workers and other employees at work and shall preserve peace and protection of the inhabitants and the security of property in the neighborhood of the Works.
6.12	Child Labour	*Add Sub-Clause 6.12 as follows:* The Contractor shall not employ any child to perform any work, including work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. "Child" means a child below the statutory minimum age specified under applicable national Laws. The Contractor shall follow all applicable Child Labour Laws in India.
6.13	Resettlement	*Add Sub-Clause 6.13 as follows:* The Contractor shall comply with (i) the measures and requirements set forth in the updated and approved Resettlement Plan (RP) attached in Section 6, Employer's Requirement, to the extent it concerns impacts on affected people during construction; and (ii) any corrective or preventive actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the Resettlement Plan. The Contractor shall allocate a budget for compliance

		with these measures, requirements and actions.
6.14	Foreign Personnel	*Add Sub-Clause 6.14 as follows:* The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel. The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
6.15	Supply of Water	*Add Sub-Clause 6.15 as follows:* The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
6.16	Measures against insect and pest nuisance	*Add Sub-Clause 6.16 as follows* The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall employ with all the regulations of the local health authorities, including use of appropriate insecticides.
6.17	Alcoholic Liquor or Drugs	*Add Sub-Clause 6.17 as follows* The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
6.18	Arms and Ammunition	*Add Sub-Clause 6.18 as follows* The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms, or ammunition of any kind, or allow Contractor's Personnel to do so.
6.19	Festivals and Religious Customs	*Add Sub-Clause 6.19 as follows:* The Contractor shall respect the Country's recognized festivals, days, of rest and religious or other customs.
6.20	Funeral Arrangements	*Add Sub-Clause 6.20 as follows:* The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Work.
6.21	Employment Record of Workers	*Add Sub-Clause 6.21 as follows:* The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer, and these records shall be available for inspection by Auditors during normal working hours. These records shall be included in the details to be

		submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].
6.22	Workers Organizations	*Add Sub-Clause 6.22 as follows:* In countries where the relevant labour laws recognize worker's rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labour laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers' representatives. Workers' organizations are expected to fairly represent the workers in the workforce.
6.23	Supply of Foodstuffs	*Add Sub-Clause 6.23 as follows:* The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer's Requirements at reasonable prices for the Contractor's Personnel for the purpose of or in connection with the Contract.
6.24	Forced Labour	*Add Sub-Clause 6.24 as follows:* The Contractor shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
6.25	Non-Discrimination and Equal Opportunity	*Add Sub-Clause 6.25 as follows:* The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.
6.26	Respectful Work Environment	*Add Sub-Clause 6.26 as follows:* The following sentence shall apply: The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards

		and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or subcontract, if any form of unethical or inappropriate behavior is identified. The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up-to-date record of its employees and Subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request."
7.3	Inspections	*Add following paragraph at the end of sub clause:* Employer shall be entitled to monitor on a regular basis the Contractor's performance of the services and may request any technical documents and reports necessary to do so provided that such requests would not hinder the Contractor in performing its obligations under the Contract. The Employer shall have access to the Project Facilities to inspect the facilities during business hours upon reasonable advance notice to the Contractor. Employer shall be entitled to delegate such inspection rights to a third party provided that the same conditions shall apply.
7.4	Testing	*Add the following paragraph at the end of Sub-Clause 7.4:* *"The Contractor shall, prior to commencement of Permanent Works on Site, establish his own laboratory on the Site, with prior notification to the Engineer. Calibration of the laboratory equipment and instruments shall be certified by agencies approved by the Engineer. Laboratory equipment shall be properly maintained and calibrated throughout the period of the Contract by the Contractor at his own expense. The Contractor shall give the Engineer at least 24-hours' advance notice prior to conducting any tests on Materials and work. The Engineer shall also inspect the laboratory if deemed necessary and the Contractor shall provide adequate facilities to the Engineer for his independent verification of the accuracy and adequacy of the facilities.*
7.8	Royalties	*Add the following sub clause:* (c) Dismantled Material The Contractor shall treat all materials (including bricks, scarp, stone soling, trees, etc.) obtained during dismantling of a structure, excavation of the Site, etc. as Employer's property and such materials shall be disposed off to the best advantage of Employer according to the instructions in writing issued by the Engineer-in-Charge. However cost of dismantled Civil material will be

		recovered from the contractor. Further, the recovery towards dismantled civil material shall be made from Contractor, at the following specified rates (i) Bricks: Rs 2000/ 1000 bricks (ii) CI/ MS Scrap: Rs 21/ kg (iii) Stone soling: Rs 331/ m3 (iv) Unserviceable Reinforcement: Rs 21 /Kg Further any dismantled mechanical / electrical material shall be treated as Employer's (i.e DJB's) property. Contractor will hand over all such materials to DJB store as directed by Engineering Incharge
7.9	Origin of Goods	*Add the following sub clause:* Goods shall have their origin in any eligible country listed in Section 5 of Bid document. In case of failure by the Contractor to comply with this requirement, he shall forthwith remove the ineligible Goods form the Site and replace those with Goods having their origin in an eligible source country, all at the contractor's risk and cost. For the avoidance of doubt, the Employer's Representative shall be entitled to withhold corresponding payment certification in accordance with Sub-Clause 14.7 [Issue Advance Payment and Interim Payment Certificates] until such time replacement Goods are provided in accordance with the Contract.
8.1	Commencement of Works	*Replace the last sentence of the Sub-Clause 8.1 with the following:* The Commencement Date shall be within 28 days after the Contractor receives the Letter of Acceptance.
8.3	Programme	*Add following paragraph at the end of sub clause:* (f) The previous Programme will be modified suitably by the Contractor based upon any changes / value engineering proposed as per the Service Improvement Plan (SIP) submitted by the Contractor. The revised programme will be reviewed and approved by Employer. (g) The STI, STD and HIV/AIDS alleviation programme in accordance with Sub-Clause 6.7 [Health and Safety
8.6	Contract Completion Certificate	*replace the first sentence in the second paragraph with the following::* The Employer's Representative shall, subject to Sub-Clause 11.8 [Joint Inspection Prior to Contract Completion], Sub-Clause 10.8 [Completion of Operation Service], Sub-Clause 14.18 [Asset Replacement Fund] and Sub-Clause 4.23 [Contractor's Operations on Site], issue the Contract Completion Certificate to the Contractor, with a copy to the Employer, within 21 days after the last day of the Contract Period.
9.1	Commencement of Design-Build	*Add the following after the last sentence of this Sub-Clause:* "There shall be no work authorized to proceed on Site until such time the Contractor has effected the insurances defined under Sub-Clause 19.2 [*Insurances to be provided by the Contractor during the Design-Build Period*] in accordance with the provisions under Sub-Clause 19.1 [*General Requirements*]."
9.3	Extension of Time for Completion of	*After "*exceptionally adverse climatic conditions*", add the following:*

	Design-Build	*"*as defined in the Employer's Requirements*"*
9.3	Extension of Time for completion of design-Build	*Add following paragraph at the end of sub clause:* (f) Employer shall have full authority to decide on "Extension of Time for completion of Design Build". Employer's representative will review above requirement and submit recommendations to Employer for approval.
9.7	Suspension of work	Add the following after the last sentence of this Sub-Clause: *"*As an example, and without limitation to other possible causes, any suspension of work caused by any failure from the Contractor to comply with the obligations stated : • under Sub-Clause 4.8 as to safety procedures, • under Sub-Clause 4.9 as to the quality assurance, • under Sub-Clause 4.18 as to the protection of the environment, or • under Sub-Clause 6.7 as to health and safety, shall be considered as cause of suspension which is the responsibility of the Contractor"*.*
9.14	Bonus for early completion of Design Build	*Add a new sub-clause 9.14 as follows:* The Contractor shall be eligible for an incentive/ bonus for early completion of work for each day (less any days of which the Contractor is paid for acceleration) that the completion is earlier than the intended completion date of the contract Sectional Milestone and Key Time periods as detailed below: • @ 0.01% (zero point zero one percent) per day of the Accepted Contract Amount of the entire water distribution network (cost of items 4 to 8 under Table 9: Milestone and Key Time periods of Employer's requirement). • maximum amount of bonus shall be limited to 5% (five percent) of the Contract Amount of the entire water distribution network (items items4 to 8 under of Table 9: Milestone and Key Time periods) of Employer's requirement). • The Employer's Representative shall certify that the respective works are complete.
9.15	Bonus for betterment of Water Loss Levels beyond Target level during Operations Service Period	*Add a new sub-clause 9.15 as follows:* The Bonus for betterment of Water Loss levels beyond the Target Level specified will be as per Schedule 3: Contractor Payment, Payment for Operation Services.
10.2	Commencement of Operation Service	*Add the following after the second paragraph:* "The Operation Service shall not commence until such time the Contractor has effected the insurances defined under Sub-Clause 19.3 [Insurances to be provided by the Contractor during the Operation Service Period] in accordance with the provisions under Sub-Clause 19.1 [General Requirements]."
10.7	Failure to Reach Production Outputs	*Replace this Sub-Clause in its entirety by the following:* "In the event that the Contractor fails to achieve any of

		the performance standards defined in the Schedule of Performance Guarantees, the Parties shall jointly establish the cause of such failure. (a) If the cause of the failure lies with the Employer or any of his servants or agents, then, after consultation with the Contractor, the Employer shall give written instruction to the Contractor of the measures which the Employer requires the Contractor to take. If the Contractor suffers any additional cost as a result of the failure or the measures instructed by the Employer, the Employer, subject to Sub-Clause 3.5 [*Determinations*] and Sub-Clause 20.1 [*Contractor's Claims*], shall pay the Contractor his Cost Plus Profit. If the cause of the failure lies with the Contractor then, after due consultation with the Employer, the Contractor shall take all steps necessary to restore the output to the levels required under the Contract. The Contractor, subject to Sub-Clause 3.5 [*Determinations*], shall pay the Employer the performance damages specified in Appendix 2 to these Particular Conditions Part B for this failure. These performance damages shall be the only damages due from the Contractor for such failure, other than in the event of termination under Clause 15 [*Termination by Employer*] and of failure to pass Tests Prior to Contract Completion under Sub-Clause 11.11 [*Failure to Pass Tests Prior to Contract Completion*]. The payment of such performance damages shall not relieve the Contractor of any duties, obligations or responsibilities he has under the Contract, including, for the avoidance of doubt, the obligation to ensure that the Works remain in accordance with the Contract during the Operation Service Period. If the failure continues for a period of more than 84 days and the Contractor is unable to achieve the required production output, the Employer may either: (i) continue with the Operation Service at a reduced level of compensation determined in accordance with Sub-Clause 3.5 [*Determinations*], in lieu of applying the performance damages defined above; or, (ii) if the production outputs fail to reach the minimum values required in the Schedule of Performance Guarantees, give Notice to the Contractor not less than 56 days prior to terminating the Contract, in accordance with Sub-Clause 15.2 [*Termination for Contractor's Default*]. In such an event, the Employer shall be free to continue the Operation Service himself or by others.”
10.8	Completion of Operations Service	*Add to the end of the Sub-Clause 10.8 the following:* All work shall be executed by the Contractor at his own cost before handing over the Works. In the event that the Contractor fails to carry out the necessary remedial works, the Engineer shall notify the Contractor, and proceed in accordance with the provisions of Sub-Clause

		12.3 (a) and (b). Any costs incurred by the Employer in so doing shall be recoverable from the Contractor and will become a debt due and payable by the Contractor to the Employer and the Employer may, at his sole discretion, recover such amount by invoking the Contractor's bank guarantee provided as Performance Security. The Contract shall not be considered to be completed until the Contract Completion Certificate has been signed by the Engineer and delivered to the Contractor, stating the date upon which the Contractor has completed his operation and maintenance obligations to the satisfaction of the Engineer. The Contract Completion Certificate shall be given by the Engineer within 28 days after the end of the Operation and Maintenance Period, or as soon after such date as the Contractor has completed his obligations. Only the Contract Completion Certificate shall be deemed to constitute final certification that the Contractor has satisfactorily fulfilled all of his obligations under the Contract
11.1	Testing of the Works	*Replace* "Schedule of Guarantees" *by* "Schedule of Performance Guarantees".
11.4	Failure to Pass Tests on Completion of Design-Build	*Replace this Sub-Clause in its entirety by the following:* *"*If the Works, or a Section, fail to pass the Tests on Completion of Design-Build repeated under Sub-Clause 11.3 [*Retesting of the Works*] the Employer's Representative shall be entitled to: (a) order further repetition of Tests on Completion of Design-Build under Sub-Clause 11.3 [*Retesting of the Works*]; (b) issue a Notice under Sub-Clause 15.1 [*Notice to Correct*]; or (c) issue the Commissioning Certificate to the Contractor subject to the payment of performance damages as per the provisions of Sub-Clause 10.7 [*Failure to Reach Production Outputs*], in which case the Employer shall also be entitled to forthwith apply the provisions found under Sub-Clause 10.7(b)(ii) without waiting for the prescribed period expiry."
11.11	Failure to Pass Tests Prior to Contract Completion	*Replace sub-paragraph(c) in its entirety by the following* *"*(c) issue a Contract Completion Certificate, if the Employer so requires. The Contractor, subject to Sub-Clause 3.5 [*Determinations*] and to Contractor's adjustments or modifications as laid down below, shall pay the Employer the performance damages specified in Appendix 2 to these Particular Conditions Part B for this failure. These performance damages shall be the only damages due from the Contractor for such failure."
12.1(a) iii	Completion of outstanding work and Remedying the Defects	*Add a new Sub-Clause as follows:* (iii) on the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor in consonance with its

		obligation in Sub-Clause 4.16.
13.1	Right to vary	*Add following paragraph at the end of sub clause:* Employer shall have full authority to decide on "Right to vary". Employer's representative will review above requirement and submit recommendations to Employer for approval.
13.3	Variation procedure (As per applicable price schedule)	Add following at the end of clause: In case of Variation, except as otherwise stated in the Contract, the Employer's representative shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed or determined and the appropriate rate or price for the item. For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract. Variation will be dealt as follows: (i) The Engineer-in-Charge shall have power (a)to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (b) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. (ii) Quantity variation (plus or minus) up to 20% of the BOQ quantity will be paid on the BOQ rates. Quantity variation will generally be limited to 20% of BOQ quantity. (iii) BOQ items for quantities variation more than 20% of BOQ quantity and non BOQ items , the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. Until such time as an appropriate rate or price is agreed or determined, the Engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.

13.3	Variation Procedure	*Replace "*reasonable profit*" by:* "reasonable profit which shall be the percentage profit applicable to the Cost as stated in the Contract Data for Cost Plus Profit under Sub-Clause 1.1.24"
13.5	Provisional Sums	*Add the following after the Sub-Clause 13.5 (b) (ii):* All the items are covered in the price schedule. However, for any unforeseen items which is not covered in price schedule shall be paid as per the latest schedule of rates (SOR) or on the basis of market rate + 15% over head & profit if not covered in SOR. However, no escalation shall be paid on such items. As an exception to the above, the Provisional Sum for the cost of the DAB, shall be used to pay the Contractor of the Employer's one-half share of the invoices of the DAB for its fees and expenses, in accordance with Clause 20 [Claims, Disputes and Arbitration]. No prior instruction of the Employer's Representative shall be required with respect to the work of the DAB. The Contractor shall produce the DAB invoices and satisfactory evidence of having paid the entirety of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3 [Application for Interim Payment Certificates]. The Employer's Representative certification of such Statements shall be based upon such invoices and such evidence of their payment by the Contractor. No sum for Contractor's overhead charges and profit shall apply in addition to the DAB invoices amounts."
13.8	Adjustment for changes in costs	*Replace the contents of the Sub-Clause 13.8 with the following:* Adjustment for changes in costs shall be as per the provisions in Schedule 3 to Section 8: Particular Conditions of Contract - Contractor Payment.
13.9	Taxes and Duties	*Add the new sub-clause as follows:* The responsibility for obtaining any exemptions from the respective department will remain with the Contractor and the Employer shall not in any way be responsible for admissibility of the claims or eligibility of the Contractor. Employer doesn't ensure / guarantee any tax/duty benefits (reduced tax rate/ tax waivers) under Custom Duty, GST, any Cess, etc. during the time of submission of bids. Bidders are advised to consider the actual tax rates (without considering any waiver) while estimating the Contract Price. Any benefits received during the currency of Contract or later shall be passed on to the Employer by the Contractor. • In case there is any relaxation in GST or other taxes after quoting the rates the benefit so achieved shall be transferred to DJB. • The contractor should be registered in GST and shall submit the documentary proof • Circulars/Instructional orders /clarifications /modifications / amendments/ issued by DJB/Delhi Government /Central Government regarding taxes etc. subsequent to date of tender shall also be

		applicable.
14.1	Contract Price	*Add the following paragraph to the end of this Sub-Clause,as follows:* Any quantities, which may be set out in a Schedule are estimated quantities and are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract
14.2	Advance Payment	*Replace the first four paragraph of this Sub-Clause by the following:* The Employer shall make an interest free advance payment for the Design-Build Period Advance payment shall be made when the Contractor submits an advance payment guarantee in accordance with this Sub-Clause. The amount of the advance payment and the applicable currencies shall be as stated in the Schedule of Payments. The advance payment is paid as one-off instalment. The Employer's Representative shall issue an Interim Payment Certificate for the advance payment under Sub-Clause 14.7 [*Issue of Advance and Interim Payment Certificates*] after receiving an application under Sub-Clause 14.3 [*Application for Advance and Interim Payment Certificates*] and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [*Performance Security*] and the parent company guarantee in accordance with Sub-Clause 4.2A [*Parent Company Guarantee*] and (ii) an advance payment guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be based on the sample form included in the tender documents or in another form approved by the Employer. The Contractor shall ensure that the guarantee is valid and enforceable until the issue of the Commissioning Certificate for the whole of the Works. If the terms of the guarantee specify its expiry date, and the Contractor has not become entitled to receive the said Commissioning Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the Contractor has been entitled to receive the Commissioning Certificate. Failure by the Contractor to maintain the validity of the guarantee in accordance with this Sub-Clause shall entitle the Employer's Representative to withhold the issue of the Commissioning Certificate. The Employer shall not make a claim under the advance payment guarantee except for amounts to which the Employer is entitled under the Contract in the event of: (a) failure by the Contractor to pay the Employer an amount due, as either agreed by the Contractor or determined under Sub-Clause 3.5 [*Determinations*] or Clause 20 [*Claims, Disputes and Arbitration*], within 42 days after this

		agreement or determination; (b) failure by the Contractor to remedy a default within 42 days after receiving the Employer's Notice requiring the default to be remedied; or (c) circumstances which entitle the Employer to terminate under Sub-Clause 15.2 [*Termination for Contractor's Default*], irrespective of whether Notice of termination has been given. The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the advance payment guarantee which the Employer was not entitled to make. The Employer shall return the advance payment guarantee to the Contractor within 21 days from the date of issue of the Commissioning Certificate for the whole of the Works."
14.3 (d)	Application for Advance and Interim Payment Certificates	*Replace the sub-paragraph (d) by the following:* "(d) any amounts to be added for the advance payment in accordance with Sub-Clause 14.2 [*Advance Payment*]."
14.4	Schedule of Payment	This Clause should be read in conjunction with Schedule 3: Contractor's Payments
14.10	Payment of Retention Money	GC Clause to be deleted and replaced with "50% of Retention Money applicable to Completion of works can be released against Bank Guarantee after accumulation of limit of Retention Money. Balance 50% retention money can be released against Bank Guarantee within 30 days of successful commissioning of the works. The validity of these Bank Guarantees will be 6 month beyond commissioning of the works and the same will be released accordingly"
14.18	Asset Replacement Fund	*Replace the 3rd paragraph in its entirety by the following:* "As a condition precedent to the issue of the Contract Completion Certificate, the Parties shall proceed as per the provisions under Appendix 1 to these Particular Conditions Part B for assessing the final amount due to or by the Contractor under the Asset Replacement Fund. Following this assessment, the Contractor shall include such amount to be added or deducted, as the case may be, in his Final Statement Operation Service when proceeding in accordance with Sub-Clause 14.13 [*Application for Final Payment Certificate Operation Service*]."
15.2	Termination for Contractor's default	*Replace sub-paragraph (a) in its entirety by the following:* "(a) fails to comply with Sub-Clause 4.2 [*Performance Security*] or with Sub-Clause 4.2A [*Parent Company Guarantee*] or with a Notice under Sub-Clause 15.1 [*Notice to Correct*]," *Add the following sub-paragraph, after sub-paragraph (h):* " (i) subcontracts any work to any person sanctioned by the United Nations or debarred by the ADB, in breach of

		Sub-Clause 4.4 [*Subcontractors*]" *Replace the paragraph, after sub-paragraph (i), in its entirety with the following:* *(i)* "In any of these events or circumstances, the Employer may, not less than 14 days after giving Notice to the Contractor, terminate the Contract and expel the Contractor from the Site unless the Contractor cures the event or circumstance within the said 14 days. However, in the case of sub-paragraph (f) or (g) or (i), the Employer may by Notice terminate the Contract immediately."
15.2	Termination for Contractor's default	*Add sub clause (j) after sub clause (i)as follows:* Changes the structure of the JV during the currency of the Contract without prior written consent of DJB.
15.8	Corrupt or Fraudulent Practices	*Add Sub-Clause 15.8 as provided hereunder:* For the purposes of this Sub clause: ADB's Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Contractors, Subcontractors, manufacturers, and Consultants under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB (a) defines, for the purposes of this provision, the terms set forth below as follows: (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "coercive practice" means 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; (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; (v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard; (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;

		(vii) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB's contractual rights of audit or inspection or access to information; and (viii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vii) above and the following: violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard. (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract; (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate1 in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations. All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such

[1] Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

		cooperation includes, but is not limited to, the following: (a) being available to be interviewed and replying fully and truthfully to all questions asked; (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects; (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation; (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives); (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB. All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors, and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.
18.2	Notice of an Exceptional Event	*Replace the first sentence of this Sub-Clause by the following:* "If a Party is or will be substantially prevented from performing his obligations under the Contract due to an Exceptional Event, then it shall give Notice to the other Party of such event or circumstance and shall specify the obligations, the performance of which is or will be prevented"
18.4	Consequences of an Exceptional Event	*Replace first sentence* "If the Contractor is prevented from performing any of his obligations under the Contract" *by* "If the Contractor is substantially prevented from performing his obligations under the Contract"
19.1	General Requirements	*Add the following at the end of the first paragraph:* "The Contractor shall take out any insurance under or in connection with the Contract with insurers from any eligible source country listed in Appendix 4 to these

		Particular Conditions Part B. In case of failure by the Contractor to comply with this requirement, and irrespective of any former approval from the Employer, he shall forthwith take replacement insurance(s) from insurers having their origin in an eligible source country and in terms both subject to approval by the Employer, all at the Contractor's risk and cost. For the avoidance of doubt, the Employer's Representative shall be entitled to withhold corresponding payment certification in accordance with Sub-Clause 14.7 [*Issue of Advance and Interim Payment Certificates*] until such time replacement insurance(s) are provided in accordance with the Contract."
20.3	Appointment of the Dispute Adjudication Board	*Replace the fifth paragraph in its entirety by the following:* "The agreement between the Parties and either the sole member ("adjudicator") or each of the three members shall be based on the sample form included in the tender documents, and incorporate by reference the General Conditions of Dispute Adjudication Agreement in these General Conditions, with such amendments as are agreed between them."
20.5	Avoidance of Disputes	*Insert the text below after the first paragraph and before the second paragraph of this Sub-Clause:* "The DAB shall act, as far as reasonable and practicable, in the spirit of preventing potential problems or claims in between the Parties from becoming Disputes. The DAB shall take reasonable and relevant initiatives in this respect, including, but not necessarily limited to, suggesting the Parties to refer a matter to the DAB in accordance with this Sub-Clause. The DAB shall however not act in a way which may be inconsistent with its obligations under the agreement referred to in Sub-Clause 20.3 [*Appointment of the Dispute Adjudication Board*] and under Sub-Clause 20.6 [*Obtaining Dispute Adjudication Board's Decision*], and which may render any of its decision unenforceable for breach of natural justice or any other procedural shortcoming or matter. In particular, when acting under this Sub-Clause 20.5, the Dispute Board shall accordingly always meet the Parties jointly, and shall not meet a Party in the absence of the other Party."
20.6	Obtaining Dispute Adjudication Board's Decision	*Replace the first paragraph of this Sub-Clause by the following:* "If a Dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works during the Design-Build Period, including any Dispute as to any certificate, determination, instruction, opinion or valuation of the Employer's Representative, either Party may refer the Dispute in writing to the DAB for its decision, with copies to the other Party and the Employer's Representative. Such reference shall state that it is given under this Sub-Clause. The other Party shall then have 21 days to send a response to the DAB with copies to the referring Party and the Employer's Representative."
20.8	Arbitration	Replace the Sub-Clause in its entirety by the following:

		"Unless settled amicably, and subject to Sub-Clause 20.9 [Failure to Comply with Dispute Adjudication Board's Decision], any Dispute in respect of which the DAB's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows: a) If the Contract is with foreign contractors, arbitration with proceedings administered by the Singapore International Arbitration Centre (SIAC) and conducted under the SIAC Rules of Arbitration; in all cases by three arbitrators appointed in accordance with the said arbitration rules. b) If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Country. The arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language] unless otherwise stated in the Contract Data. The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Employer's Representative, and any decision of the DAB, relevant to the Dispute. Nothing shall disqualify representatives of the Parties, including the Employer's Representative, from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the Dispute. Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence or arguments previously put before the DAB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DAB shall be admissible in evidence in the arbitration. (a) Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Employer's Representative and the DAB shall not be altered by reason of any arbitration being conducted during the progress of the Works."
20.10	Dispute arising during the Operation Service Period	*Replace the Sub-Clause in its entirety by the following:* "Disputes arising during the Operation Service Period which cannot be resolved between the Parties shall be settled by a one-person DAB ("Operation Service DAB"). Such person shall be jointly agreed and appointed by the Parties by the date 28 days after one Party has given Notice to the other Party of its intention to refer a Dispute to the DAB in accordance with this Sub-Clause. If the Parties cannot agree on the person who shall be the Operation Service DAB, then the person shall be appointed according to the provisions of Sub-Clause 20.4 [Failure to Agree Dispute Adjudication Board].

		The agreement between the Parties and the Operation Service DAB shall be based on the sample form included in the tender documents, and incorporate by reference the General Conditions of Dispute Adjudication Agreement in these General Conditions, with such amendments as are agreed between them. The terms of remuneration of the Operation Service DAB shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration. The procedure for obtaining a decision form the Operation Service DAB shall be in accordance with the provisions of Sub-Clause 20.6 [Obtaining Dispute Adjudication Board's Decision], and the DAB shall give its decision no later than 84 days after receiving the other Party's response or, if no such response is received, within 105 days after receiving the reference and the supporting documentation from the Party referring the Dispute. The appointment of the Operation Service DAB shall expire 28 days after it has given its decision in writing to both Parties. If either Party is dissatisfied with the decision of the Operation Service DAB, the provision of Sub-Clause 20.6 [Obtaining Dispute Adjudication Board's Decision], 20.7 [Amicable Settlement], 20.8 [Arbitration] and 20.9 [Failure to Comply with Dispute Adjudication Board's Decision] shall apply."

Schedules to Section 8: Particular Conditions of Contract

Schedule 1: Obligations of the Employer - supplement to GCC Clause 2

Schedule 2: Obligations of the Contractor - supplement to GCC Clause 4

Schedule 3: Contractor's Payments – supplement to GCC Clause 14

Schedule 4: Terms of Reference (ToR) of Auditing Body – supplement to GCC Sub-Clause 10.3

Schedule 5: Performance Targets and Measurement

Schedule 1: Obligations of the Employer

During the term of this Contract, the Employer shall have the following obligations:

1. The Employer (DJB) shall be providing required quantity and quality of bulk water at the UGR's under the jurisdiction of this Contract as specified in SECTION 6: Employers Requirements. This will be considered as primary obligation of the Employer during the Operation Service Period of the Contract. The payment to the Operator during the Operations Service period will be linked to the volume of water supplied in the project area measured as the guaranteed MLD of supply for the year as per SECTION 6: Employers Requirements.

2. The Employer should mobilize sufficient financial resources to meet the Asset Replacement Fund (GCC Clause No 14.18) and per the approved Asset Replacement Schedule (GCC Clause No 14.5) so that Contractor can provide uninterrupted Operations Services.

3. Not to allow third party to execute any work in the project area during the tenure of the Contract considering this is a Performance Linked Management Contract.

4. Manage the project roles and responsibilities, interfaces and resolution of problems arising out of them using appropriate level(s) of interface.

5. Employer will be providing all assistance to the Contractor in dealing with various departments and authorities in seeking permissions and licenses for getting the utility shifting and provide hindrance free right of way to the Contractor for meeting his obligations under the Contractor. However, the Contractor will be fully responsible getting such permission and approvals from the authorities.

6. Employer shall by or before the Commencement Date, grant, or procure for the benefit of the works the rights and powers to repair or replace the facilities, to lay pipes, construct civil structures, install equipment and machinery on its behalf and to carry out necessary excavations to do the works, to undertake necessary remedial works at the Water Works sites and pumping stations and new works, where appropriate, and to install connections and any other rights and powers reasonably required by the Contractor.

7. Employer shall provide free of charge sufficient space to construct Consumer Service Centers and other utility buildings to enable the Contractor to perform its obligations under this Contract.

8. All electricity costs and initial connection charges etc associated with operation services, including the electricity charges for the Customer Relation Management Centres, shall be paid by Employer directly to the electricity service provider.

9. Employer shall be responsible for and pay the land rent and the property taxes if any and the Contractor shall not be responsible for these charges. Employer will also bear the cost of any increase in such charges from time to time.

10. Upon receiving a request and confirmation of proof of payment of any statutory charges from a potential new Consumer, Employer shall grant the approval for providing service connections to such Consumers and inform the contractor within a reasonable time for making new connection

11. Employer shall assist the Contractor in identifying non-revenue connections and consumption and preparing invoices for non-revenue consumption if any.

12. To provide the essentiality Certificates for seeking any lawful exemption of excise / customs duties. However, getting the exemption is purely the responsibility of the Contractor and the Employer shall not be held responsible for non-receipt of exemptions and any financial implication thereof.

Schedule 2: Obligations of Contractor

1. Contractor Obligations

1.1. General Obligations of the Contractor

1.1.1. The Contractor shall have the right and obligation to provide the Design – Build and Operation Services in the works site on an exclusive basis during the Contract period with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices.

1.1.2. The Contractor shall maintain all contractor permits to perform the services throughout the period of term.

1.1.3. The Contractor shall perform the Design – Build and Operation and Maintenance Services in accordance with governing Laws (including all environmental legislations), Asian Development Bank policies and procedures, guidelines and agreements with Government of India and DJB, approved SIP, prudent industry practice, the Performance Standards, the urban poor services policies, gender policies and the locally applicable regulatory social policies if any.

1.1.4. The Contractor shall have care and custody of Works and Site during the term of this Contract under DJB's monitoring and control. The Contractor will operate and maintain the existing water supply system along with the support of DJB staff and continue to maintain water supply as per the existing intermittent schedule. The new works implementation and refurbishment works will be carried out by the contractor in a phased manner and on section basis, without affecting existing water supply.

1.1.5. Subject to Section 1.1.2 above, the Contractor shall have discretion in determining the means and methods to be used to perform the Design – Build and Operation Services.

1.1.6. These General Obligations can be considered as a supplement to the Contractor's General Obligation as per GCC Clause No 4.1.

1.2. Accounting, Audit

1.2.1. The Contractor shall maintain accurate and systematic accounts and records in respect of the Operation Service in such form and detail enabling clear identification of all relevant charges and cost incurred by the Contractor and the basis thereof as well as proper and timely technical and financial audits. Such accounts may be audited by external auditors as appointed by DJB or ADB.

1.2.2. Financial accounts shall be in accordance with the accepted Indian accounting principles.

1.2.3. The Contractor shall permit the Employer or its designated representative to semi-annually inspect such accounts and records and shall permit ADB to carry out technical and financial audits on an annual basis.

1.3. Conflict of Interests

1.3.1. Neither the Contractor nor its sub-contractors nor the Contractor personnel shall engage during the term of this Contract, either directly or indirectly in any business or professional activities in the Service Area which would conflict with the activities assigned to them under this Contract.

2. Standard of Design – Build and Operation Services Provided by the Contractor

2.1. The Contractor shall perform all the Design – Build and Operation Service from the Commencement Date until the Contract Completion Date in accordance with Section 6 Employer Requirements, Schedule 3 to the Particular Conditions of Contract – Contractor Payments and Schedule 5 to the Particular Conditions of Contract – Performance Targets and Measurements; as well as:

a) All relevant permits set forth in GCC Sub-Clause 2.2 and other permits for services in force from time to time and;
b) All governing Laws, in force from time to time.

2.2. The Contractor shall compile, monitor and document infrastructure and operational data including but not limited to service levels, state of assets, physical improvements made, customer service, billing, employee management, asset maintenance, record maintenance, connections and disconnections, systems and Procedures and training imparted.

Schedule 3: Contractor's Payment

1. The total Contractor Payments comprises of two components:

a. Payment for Design-Build Contract Period; and
b. Payments for Operation Services Contract Period.

2. Payments for Design-Build Contract Period: The eligibility of payment shall be as follows:

a. For water supply distribution system including all pipeline accessories DMA wise
   i. 60% of the cost of pipeline on supply and stacking of material at site, maximum up to 10 Km length of pipes un-laid.
   ii. 20% of the cost of pipeline on laying, jointing, sectional hydro testing of pipes and restoration of road as specified in bid document which will be suitable for vehicle movement in the DMA
   iii. 20% on commissioning and successful demonstrating of the performance indicators of NRW and pressure in the DMA for the 3 months testing period.

b. For Rising mains, common feeder mains and other pipelines including all pipeline accessories
   i. 60% of the cost of pipeline on supply and stacking of material at site
   ii. 20% of the cost of pipeline on laying, jointing, sectional hydro testing of pipes and restoration of road as specified in bid document which will be suitable for vehicle movement in the DMA.
   iii. 20% on commissioning and successful demonstrating of the performance indicators of NRW and pressure in the DMA for the 3 months testing period

c. For Mechanical/ Electrical, Instrumentation and other items
   i. 60% of the agreed price, against supply and storage of material at Site;
   ii. 20% on installation of the equipment;
   iii. 10% on testing and trial run completed successfully; and
   iv. 10% on commissioning of the equipment.

d. For civil works and other items: Progressive payment as per progress of work

e. For Public Outreach Component: To be paid on monthly basis based upon the deployment of resources as per the manning schedule of Public Outreach provided in Section 6: Employers Requirement and the payment breakup will be as below:
   i. 60% of the quoted fee on deployment of minimum manpower as indicated in the Schedule
   ii. 40% of the quoted fee on laying, testing and commissioning of the proposed pipelines in the DMA's to be released at the end of the Design Build Period.

3. Payment for Operation Services Period:

Payment for the Operation Services would comprise two components, namely Fixed payment and Performance payment, as follows:

For the Period between Initial Taking Over and Final Taking Over

i. Fixed Payment equal to 80% of the eligible Total Payment for Operation Services with service delivery in water supply
ii. Performance Payment equal to 20% of the eligible Total Payment for Operation Services with service delivery in water supply system **as per Schedule 5: Performance Targets and Measurement**

For the Period post Final Taking Over

a. Fixed Payment equal to 75% of the eligible Total Payment for Operation Services with service delivery in water supply
b. Performance Payment equal to 25% of the eligible Total Payment for Operation Services with service delivery in water supply and sewerage system **as per Schedule 5: Performance Targets and Measurement**

The unit for payment of Operation Services should be as follows:

- **For the period between Initial Taking Over Date and Final Taking Over Date:** Based on monthly fee quoted by the Bidder. In case of Sectional Final Taking Over after commissioning DMA wise the monthly fee will be proportionately reduced based upon the volume of water catering to the particular DMAs which are commissioned with respect to the total estimated supply to the project area at the end Design Build Period (48 months from commencement) as per Section 6: Employers Requirement.
- **For the period between Final Taking Over Date to Contract Completion:** Based upon the MLD of water supplied to the service area measured at the inlet to all the 4 UGR's within the project area. In case of Sectional Final Taking Over of the commissioned DMA's the payment for Operations Services will be done based upon the volume of water supplied to the individual DMA's. Once all the DMA's are commissioned at the end of the Design Build Period the payment will be made as per the MLD of water supply at the 4 UGR's with the guaranteed minimum payment towards the guaranteed estimated year wise water supply quantity as per Section 6: Employers requirement.

  In the event of water supplied less than the guaranteed minimum volume for the month during the Operation Services Period the payment will be made as below:
  - For the actual volume of water supplied by DJB: Payment will be made as per Fixed and Variable portion of payments as stipulated in the Contract.
  - Only fixed payment equivalent to 80% of guaranteed minimum volume for the shortfall below 80% of guaranteed minimum volume will be paid to the contractor and no other claim in this regard will be applicable

3.1 Fixed Payment

The Fixed Payment shall be paid to the Contractor on a bimonthly basis subject to fulfilment of the following conditions:

(i) Maintaining the minimum personnel as specified in contract during the previous month.
(ii) Compliance with the obligations under the Contract.
(iii) Providing daily water supply to the citizens in the service area (in case of water supply except the extraordinary situation where water is not supplied by DJB).

3.2 Performance payment, incentives and damages

A maximum of 20% of the total agreed Payment for Operation Services (for the period between Initial and Final Taking Over dates) and 25% of the total agreed Payment for Operation Services (for the period post Final Taking Over date) will be based on achieving performance as shown in **Schedule 5: Performance Target and Measurement** during Operation Services under the contract.

Contractor is eligible to get performance payment i.e 20% or 25%, as applicable, if he meets the threshold limits of all the performance indicators. The breakdown of performance payment related to performance indicators are listed in sub sections 3.2.1 and 3.2.2 below.

3.2.1 Performance based payment for Water Supply System

Breakup for various criteria in water supply system is as given below:

For the Period between Initial Taking Over Date and Final Taking Over Date

S.N.	***Parameter & reference***	*% of eligible monthly Operation Service payment*

S.N.	*Parameter & reference*	*% of eligible monthly Operation Service payment*
1	*B-(i) Continuity of Water Supply*	*5%*
2	*B-(iii) Meter reading, billing and distribution efficiency*	*3.5%*
3	*B-(iv) Response time for New Water Supply connections / disconnections*	*3%*
4	*B-(v) Efficiency in Redressal of Customer Complaints*	*3.5%*
5	*B-(vi) Water quality for consumer connections point*	*5%*
	TOTAL	*20%*

For the Period Post Final Taking Over Date

S.N.	*Parameter & reference*	*% of eligible monthly Operation Service payment*
1	*B-(i) Continuity of Water Supply*	*5%*
2	*B-(ii) Non Revenue Water*	*15% (maximum including Incentive)* *10% (for meeting performance Target of 15% WL)*
3	*B-(iii) Meter reading, billing and distribution efficiency*	*2%*
4	*B-(iv) Response time for New Water Supply connections / disconnections*	*1%*
5	*B-(v) Efficiency in Redressal of Customer Complaints*	*3%*
6	*B-(vi) Water quality for consumer connections point*	*3%*
7	*B-(vii) Extent of Functional Metering*	*1%*
	TOTAL	*25%*

The following are the details of the applicable Penalties or Incentives towards meeting of the Performance Targets.

B-(i) – Continuity of Water Supply:
To be achieved after Initial handover date and maintained throughout the contract period till the end of the Contract.

The method of measurement Continuity of Water Supply is indicated in Schedule 5.The following are payment milestones and penalty proposed for this SLB/KPI.

'Continuity of Water Supply' Performance	**Payment payable to the Operator (As percentage of total agreed O&M payment for the billing period)**	
	Between Initial and Final Taking Over Dates	After Final Taking Over Date
100 %	5%	5%
From less than 100% to 80%	2.5%	2.5%
Less than 80%, penalty will be deducted from the other due payments		
From less than 80 to 76%	-1.5%	-1.5%
From less than 76 to 72%	-2.5%	-2.5%
From less than 72 to 68%	-3.50 %	-3.50 %
From less than 68 to 64%	-4.25%	-4.25%

Below 64%	-5.0%	-5.0%

B-(ii) –Non Revenue Water:

The method of measurement of Non Revenue Water is indicated in Schedule 5.

The following are payment milestones, incentives and penalty proposed for this SLB/KPI.

Non Revenue Water	10% or less	11%	12%	13%	14%	15%	16%	17%	18%	19%	20%
**	15%	14%	13%	12%	11%	10%	8%	6%	4%	2%	0%
Non Revenue Water	21%	22%	23%	24%	>25%						
**	-2%	-4%	-6%	-8%	-10%						

**- Performance Payment (as a % of O&M Cost for the Billing Cycle)

B-(iii) –Meter Reading, Billing and Distribution Efficiency:

The method of measurement is indicated in Schedule 5.

The following are payment milestones, incentives and penalty proposed for this SLB/KPI.

Meter Reading, Billing and Distribution Efficiency Performance (E)	Payment payable to the Operator (As a percentage of total agreed O&M Period payment for the billing period)	
	Between Initial and Final Taking Over Dates	After Final Taking Over Date
100%	3.5%	2%
From less than 100 to 90%	2.0%	1%
Less than 90%, penalty will be deducted from the other due payments		
From less than 90 to 88%	-1%	-0.50%
From less than 88 to 86%	-2%	-1.00%
From less than 86 to 84%	-2.5%	-1.25%
From less than 84 to 82%	-3%	-1.50%
Below 82%	-3.5%	-2.00%

B-(iv) –Response Time for New Water Supply Connections / Disconnections:

The method of measurement is indicated in Schedule 5.

The following are payment milestones, incentives and penalty proposed for this SLB/KPI.

Response time for providing new water supply connections	Payment payable to the Operator (As a percentage of total agreed O&M Period payment for the billing period)	
	Between Initial and Final Taking Over Dates	After Final Taking Over Date
100%	3%	1%
From less than 100 to 95%	1.5%	0.5%
From less than 95 to 90%	Nil	Nil

Less than 90%, penalty will be deducted from the other due payments		
From less than 90 to 85%	-1.5%	-0.5%
From less than 85 to 80%	-2.25%	-0.75%
Below 80%	-3%	-1%

B-(v) –Efficiency in Redressal of Customer Complaints:

The method of measurement is indicated in Schedule 5.

The following are payment milestones, incentives and penalty proposed for this SLB/KPI.

Consumer Complaint redressal efficiency	Payment payable to the Operator (As a percentage of total agreed O&M Period payment for the billing period)	
	Between Initial and Final Taking Over Dates	After Final Taking Over Date
95% or above	3.5%	3%
Less than 95%, penalty will be deducted from the other due payments		
From less than 95 to 90%	-1%	-1%
From less than 90 to 80%	-2%	-2%
From less than 80 to 75%	-2.5%	-2.5%
From less than 75 to 70%	-3%	-3%
Below 70%	-3.5%	-3.5%

B-(vi) –Water Quality at consumer connection point:

The method of measurement is indicated in Schedule 5.

The following are payment milestones, incentives and penalty proposed for this SLB/KPI.

Quality of water at consumer connection point	Payment payable to the Operator (As a percentage of total agreed O&M Period payment for the billing period)	
	Between Initial and Final Taking Over Dates	After Final Taking Over Date
100%	5%	3%
From less than100 to 98%	Nil	Nil
Less than 98%, penalty will be deducted from the other due payments		
From less than 98 to 95%	-1.25%	-0.50%
From less than 95 to 92%	-2.5%	-1.00%
From less than 92 to 91%	-3.15	-1.25%
From less than 91 to 90%	-3.75%	-1.50%
Below 90%	-5%	-2.00%

B-(vii) –Extent of Functional Metering:

The method of measurement is indicated in Schedule 5.

The following are payment milestones, incentives and penalty proposed for this SLB/KPI.

Functionality of Water Meter	Payment payable to the Operator (As a percentage of total agreed O&M Period payment for the billing period)
100%	1%
From less than 100 to 97%	0.5%
From less than 97 to 95%	Nil
Less than 95%, penalty will be deducted from the other due payments	

From less than 95 to 92%	-0.5%
Below 92%	-1.0%

4. Adjustment for changes in costs:

Price Variation shall be applicable for Design Build and works portion (Asset Replacement Fund) of the Operation Services Contract. This shall also include extension in the Stipulated Date of completion on account of reasons other than those attributable to the Contractor. No price variation will be made where the extension in Stipulated Date of Completion is because of default of Contractor. The decision of Employer shall be final and binding on the Contractor.

In case of extension in the date of completion of Works Contract, the compensation underprice variation shall be limited to indices prevailing at the time of Stipulated period of Completion or as prevailing for the period under consideration, whichever is less, provided that, if an extension of time is granted in accordance with Sub-Clause 9.3 [Extension of Time for Completion], the above provision shall apply to the extended Time for Completion.

The amount payable to the Contractor and valued at base prices in accordance with the payment Schedule shall be adjusted for rise or fall in the cost of labor and material by the addition or deduction of the amounts determined by the formulae given in this Sub-Clause and shall be based on Reserve Bank of India (RBI) indices for material and labour. In cases where the "currency of index" is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of this relevant currency on the above date for which the index is required to be applicable. This clause is operative both ways, i.e. if the price variation as calculated is on the plus side, payments on account of the price variations shall be allowed to the contractor and if it is on the negative side, the Employer shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the Contract. To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provision of this or any other clause in the Contract, the Contract Price shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

The amount to be added to or deducted from Interim Payment Certificates for changes in cost and legislation shall be determined from formulae for the currency in which the Contract Price is payable and for each of the civil works, electrical and mechanical works, installation, testing and commissioning work and Operation Services Contract as priced in the Schedule.

Adjustment Formula-The Price Adjustment factor shall be determined in general by the following formula.

Increase or decrease in the cost of component shall be calculated quarterly. The first statement of price adjustment shall be prepared at the end of three months from the month in which the work was deemed to be started and the work done from the date of start to the end of this period shall be taken into account. For subsequent statements, the cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter or portion thereof shall be taken into account.

For the purposes of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the measurement book by the Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion, as finally recorded by the Engineer in the measurement book, shall be the criterion.

For working out the percentages of the values of components in the work, the total of these two components should be taken as 100.The base date shall be taken as 28 days before the last date of submission of final bid by the bidders.

(a) LABOUR

VL = Increase or decrease in the cost of work during the quarter under consideration . R = Value of the work done during the quarter under consideration.

ILo= Base Price which is Consumer Price Index tor Industrial Workers (CPI -IW) for Delhi issued by Labour Bureau, Government of India on the base date.

IL1= Final price which is Consumer Price Index tor Industrial Workers (CPI -IW) for Delhi issued by Labour Bureau, Government of India (average for the quarter under consideration)

L= Percentage of labour components.

(Note: In case of revision of minimum wages by the Government or other competent authority, nothing extra would be payable except the price escalation permissible under this Clause).

(b) Cement (excluding material supplied by the department).

Ve = 0.85 x C I 100 x R (Lei - Leo) / Leo

Ve= Increase or decrease in the cost during the quarter under consideration.

R= Value of the work done during the quarter under consideration excluding the cost of material supplied by the department.

Leo= Base price which is Wholesale Price Index for Cement and Lime issued by Reserve Bank of India Journal on the base date

Lei= Final price which is the Wholesale Price Index for Cement and Lime issued by Reserve Bank of India (average for the quarter under consideration)

C= Percentage of Cement component.

(d) Steel, Metallic Pipes and Specials (excluding material supplied by the department).

Vs = 0.85 x S / 100 x R (Ls1 - Lso) / Lso

Vs= Increase or decrease in the cost during the quarter under consideration.

R = Value of the work done during the quarter under consideration excluding the cost of material supplied by the department.
Lso = Base price which is the Wholesale Price Index for mild steel - long products issued by Reserve Bank of India on the base date

Lsi = Final price (average for the quarter under consideration) which is the Wholesale Price Index for mild steel - long products issued by Reserve Bank of India

S= Percentage of steel component.

(e) MDPE/PVC Pipes and Specials:

Vt= 0.85 x H/100 x R (F1 - Fa)/ Fa

Vi= Increase or decrease in the cost of work during the quarter under consideration.

R= The value of the work done during the quarter under consideration excluding the cost of materials supplied by the department.

Fa= Base price which is the Wholesale Price Index for Rubber and Plastic Product issued by Reserve Bank of India on the base date.

Fi= Final price (average for the quarter under consideration) which is the Wholesale Price Index for Plastic Products issued by Reserve Bank of India.

H= Percentage of HDPE/PVC resin.

(f) Plant and Machinery and Spares:

V1= 0.85 x PM/100 x R (F1 - Fo) / Fo

Vt= Increase or decrease in the cost of work during the quarter under consideration.

R= The value of the work done during the quarter under consideration excluding the cost of materials supplied by the department.

Fo= Base price which is Wholesale Price Index for Machinery and Machine Tools issued by Reserve Bank of India on the base date.

Fi= Final price (average for the quarter under consideration) which is the Wholesale Price Index for Machinery and Machine Tools issued by Reserve Bank of India.

H= Percentage of Construction machinery component.

(g) Other Material:

VM= Increase or decrease in the cost during the quarter under consideration.

R= Value of the work done during the quarter under consideration excluding the cost of materials supplied by the department.

IMo= Base price which is Wholesale price index (all commodities) published in Reserve Bank of India Journal on the base date.
MI 1= Final price (average for the quarter under consideration) which is the wholesale price index (all commodities) published in Reserve Bank of India Journal. O=Percentage of other material components

The cost indices or reference prices stated in the table of adjustment data in section 4 shall be used.

Foreign currency payments, if any, will be converted into the local currency (INR) at the selling exchange rate, published by Reserve Bank of India, on the last date of quarter for which the index is required to be applicable.

Until such time as each current cost index is not available, the Engineer shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

Adjustment for changes in Cost will be applicable for the amount of work carried out by the Contractor with in stipulated completion period or extended contract period for which delay is not attributable to the Contractor.

The price adjustment will be calculated on the date of removing hindrance for the cost of actual work done up to the stipulated completion period or the extended contract period for which delay is not attributable to the Contractor, as the case may be. It is further clarified that there may be hindrances that on handling may not lead to overall delay in the project and there can be hindrances which might lead to contract period being extended with delay not attributable to the Contractor.

Adjustment for the work items valued on the basis of Cost or current prices or new rate items shall be applicable from the next quarter in which new rate has been given.

Adjusted Amount: The adjusted amount of each Payment Certificate may be subject to any deductions there from for liquidated damages, and any other monies due to the Employer from the Contractor including the recovery of advance amounts, if any.
Items not to be included in the Price Adjustment Calculation: The following items are not to be included in the price adjustment calculation:

(a) Liquidated damages.
(b) Retention withheld and released.
(c) Advance payments in the form of loans and their repayments.
(d) Payment to 'nominated' Sub-Contractors included as 'provisional sums'.

6. Adjustment for changes in costs for Operation Services: All Operation Services under this Contract shall be governed in accordance to the adjustments for change in costs as provided in above clauses and based on following formula:

(A)LABOUR

VL = Increase or decrease in the cost of work during the quarter under consideration.

R = Value of the work done during the quarter under consideration excluding the cost of materials supplied by the department.

ILo= Base Price which is Consumer Price Index for Industrial Workers (CPI -IW) for Delhi issued by Labour Bureau, Government of India on the base date.

IL1= Final price (average for the quarter under consideration) which is Consumer Price Index for Industrial Workers (CPI-IW) for Delhi issued by Labour Bureau, Government of India

PL= Percentage of labour components.

(Note: In case of revision of minimum wages by the Government or other competent authority, nothing extra would be payable except the price escalation permissible under this Clause).

(B) Other Material:

VM= Increase or decrease in the cost during the quarter under consideration due to change in rates of malerial.

R= The value of the work done during the quarter under consideration excluding the cost of materials supplied by the department.

MI 0= Base price which is Wholesale price index (all commodities) published in ReseNe Bank of India Journal on the base date.

MI 1= Final price (average for the quarter under consideration) which is the wholesale price index (all commodities) published in ReseNe Bank of India Journal. PM=Percentage of other material components

Schedule 4: Terms of Appointment of Auditing Body

Introduction

The Auditing Body shall be appointed following a competitive selection process, in accordance with ADB's Guidelines on the Use of Consultants, to carry out an independent and impartial audit during the Operation Service.

Notwithstanding that the Auditing Body is engaged by the Employer, the Auditing Body shall act independently and impartially.

Scope of the Services of the Auditing Body

The scope of services of the Auditing Body shall include the following:

a. To assess the overall performance of the Contractor and confirm that it is meeting its obligations under the contract, including:
   i. undertaking audits of the reports and plans furnished by the Contractor;
   ii. undertaking audits to determine whether the Contractor has met the Minimum Service Levels and Performance Standards;
   iii. reviewing the Contractor's procedures for water quality testing and reporting;
   iv. reviewing the Contractor's customer and commercial management activities;
   v. commenting on the quality of Contractor and Employer records and audit trails;
   vi. Reviewing the adequacy of the Contractor's management and staff and assessing whether its training procedures are adequate.

b. To make recommendations for improvements on the water services provided by the Contractor, including:
   i. improvements to the Contractor's management and execution of the contract;
   ii. improvements in the Employer's management and oversight of the Contract;
   iii. improvements to the cooperation between the Contractor and the DJB

c. To monitor the Employer's obligations and ensure that the Employer has:
   i. not interfered with or attempted to improperly influence the Auditor in the performance of any of the Services
   ii. made available to the Auditor all information, assistance, documentation, models and particulars relating to the Services reasonably requested by the Auditor within the time (if any) required by the or, where no period is specified, as soon as practicable; and
   iii. attended regular meetings with the Auditing Body and the Contractor as may be reasonably required;
   iv. enabled the Auditing Body in carrying out the Services as reasonably necessary;
   v. provided explanations and additional information relating to any document, notice or information provided to the Auditing Body;
   vi. paid the Auditing Body of the fee payable for the Services during a month in accordance with the contract; and
   vii. timely approved relevant information or documents submitted by the Contractor;
   viii. Timely processed the Contractor's request for payment; and
   ix. Performed all its obligations under the Contract.

d. To recommend matters that should be referred to the DAB for resolution.
e. To prepare a draft annual performance report for discussion with the Parties.
f. To prepare a final annual performance audit report.

The draft and final annual performance reports shall be submitted simultaneously to the Contractor and Employer.

Schedule 5: Performance Target and Measurement

A. Definitions

i. **Water Supply Services** shall include but not limited to, the operation, maintenance and repairs of all existing and new assets created for the water supply system to be kept in operation to deliver the services in the project area to the supply of metered drinking water at consumer end. This involves operation & maintenance of distribution/collection network within the supply area, House service connections, computerized billing & distribution of bills, operating 24 hour consumer care centre, consumer complaint redressal within specified time period etc.

ii. **Continuous Pressurized Water Supply** means a continuous supply of water for 24 hours a day, at a minimum pressure 17 meters of water at consumer meter point. Continuous supply and pressure to be measured at Critical Points in the zone from mid night to mid night.

iii. **Critical Points** in the zone means the points on the distribution network at which the flow or pressure measuring devices would be installed which shall be mutually agreed by the Employer and the Contractor during the works contract.

iv. **Potable Water** means water meeting the Water Quality as per the standards specified in IS 10500-1991.The following important parameters are to be checked, documented and ensured properly.

a. The bacteriological examination shall be carried out for one sample daily per 10,000 populations as given in CPHEEO manual.
b. The minimum residual chlorine of 0.2 ppm shall be maintained continuously at the consumer end.

v. **Nonrevenue Water (NRW)** = System Input Volume (SI) – Billed Authorized Consumption (BC)

Where

a. SI shall be the average of the (i) quantity of bulk water supplied by DJB between date stated in initial Commissioning Certificate and the final Commissioning Certificate or (ii) quantity of bulk water supplied to the 4 No UGRs after final Commissioning Certificate, including any water imported from tubewells or other source in a particular month and as recorded by the bulk meters (applicable to both (i) and (ii)

b. BC is the sum of water billed to the consumers in the supplied zone in same month as of SI as per billing records for the month.

vi. **Performance Achieved**
Performance Achieved = (Total Number of Successful Incidents/ Total Number of Incidents)*100

B. Performance Targets / Key Performance Indicators (KPI)

The Operator must meet following Performance Targets on monthly basis:

i. *Continuity of Water Supply (24x7)*: Continuous Pressured Water Supply must be provided to the properties with authorized connection(s) - to be applicable DMA wise as and when they are commissioned and Sectional Final Taking Over is done.

ii. *Non Revenue Water* – to be applicable DMA wise as and when they are commissioned and Sectional Final Taking Over is done.

iii. *Meter Reading, billing and distribution efficiency* – to be Applicable throughout the duration of the Contract

iv. *Response time for new water supply connections / disconnections.* – to be applicable throughout the duration of the Contract

v. *Efficiency for Redressal of customer Complaints*: Consumers Relation Management Centre established, staffed and operated on a 24-hour basis, all Consumer calls are attended to (on toll free number) within 60 seconds, queries and complaints to be responded within timeframe shown in table below - to be applicable throughout the duration of the Contract

vi. *Water Quality at Consumer Connection Points*: 100% of water samples taken are free of any kind of contamination and shows minimum 0.2 ppm residual chlorine. -– to be applicable throughout the duration of the Contract

vii. *Extent of Functional Metering* – 100% functional meters to be applicable DMA wise as and when they are commissioned and Sectional Final Taking Over is done.

C. Methodology for Measurement of Performance

The Contractor shall develop a robust methodology and framework for measurement and monitoring of Performance Standards stipulated under this clause and proposed as part of the Service Improvement Plan (SIP). The Employer shall review the same and upon agreement between the Parties, the agreed methodology shall form the basis for monitoring the performance of the Contractor and apply the Performance Payment.

D. Parameter, Minimum Service Level, Measurement and Monitoring System of Performance Indicators/Standards

<table>
<tr><th>S. No.</th><th>Description</th><th>Details</th></tr>
<tr><td>1.</td><td>Parameter</td><td>(B-i) Continuity of Water Supply (24x7) - must be provided to the properties with authorized connection(s) - to be applicable DMA wise as and when they are commissioned and Sectional Final Taking Over Date to end of Contract.</td></tr>
<tr><td></td><td>Minimum Service Level</td><td>100% of the pressure readings maintained at a minimum 17 meters of water at critical point.
To be achieved at the end of District Metering Area (DMA) commissioning date and maintained throughout the contract period till the end of the Contract.
Less than 80% compliance will attract penalty.</td></tr>
<tr><td></td><td>Measured By</td><td>One CMP will be established in each DMA as per approved Service Improvement Plan (SIP). Readings at the CMPs will be taken on hourly basis during supply hours.

No. of hours water pressure is equal to or more than the required pressure (17m) at critical points – (a).

DMA passes (complies) if 100 × a / 24 ≥ 90 i.e., if 90% or more of the time the pressure in the critical point of the DMA is equal to or more than the required pressure.
<table>
<tr><td rowspan="2">Compliance per billing cycle in the whole contract area</td><td rowspan="2">(B) =</td><td>100 × Total number of DMAs complying the requirement (complying DMA-Days) during the billing cycle #</td></tr>
<tr><td>Total number of DMAs × No. of days (Total DMA-Days) in the billing cycle</td></tr>
</table>
</td></tr>
<tr><td></td><td>Monitored By</td><td>An electronic registry maintained by the Contractor; the registry shall include detailed database and summary tables pressure logs at each of the CMP

The pressure log database shall include:
▪ Time and date
▪ CMP identification number
▪ Pressure in meters</td></tr>
</table>

	Allowable Exclusions	i. Planned maintenance periods not exceeding 8 hours each ii. Interruption due to mains bursts not exceeding 12 hours iii. Shortage of bulk water supplied by bulk supply provider iv. Third party causes like power failure and fire fighting In the event of non-availability of bulk potable water to the 4 No UGRs, the Contractor shall make alternate arrangements to supply potable water for minimum demand of the consumers at 40 lpcd within 6 (six) hours through tankers or any other means. The payment for the same shall be made by the Employer at the rate contract rates decided yearly.
2	**Parameter**	**(B-ii) Non Revenue Water (to be applicable DMA wise as and when they are commissioned and Sectional Final Taking Over Date to end of Contract.)**
	Maximum level	Less than or equal to 15% Levels between 10-15% will be eligible for bonus Levels more than 20% will attract penalty
	Measured by	**Nonrevenue Water (NRW)** = System Input Volume (SI) – Billed Authorized Consumption (BC) Where a. SI shall be the average of the (i) quantity of bulk water supplied by DJB between date stated in initial Commissioning Certificate and the final Commissioning Certificate or (ii) quantity of bulk water supplied to the 4 No UGRs after final Commissioning Certificate, including any water imported from tubewells or other source in a particular month and as recorded by the bulk meters (applicable to both (i) and (ii) b. BC is the sum of water billed to the consumers in the supplied zone in same month as of SI as per billing records for the month. The NRW figures will be assessed DMA wise, UGR Wise and Project area wise as a whole or section, as applicable.
	Monitored by	Electronic registry from DMA Meter Readings and the corresponding electronic registry of consumer meter readings as per the billing records for the month under review
3	**Parameter**	**(B-iii) Meter Reading, billing and distribution efficiency**
	Minimum Service Level	During Design Build Period (For the period between Initial Take Over and Final Take Over) For all metered connections 100% of the meters are read each month 100% of the connections are billed each bi-monthly 100% of the bills are distributed After Final Taking Over All authorized connections are metered and 98% of meters are working 100% of the meters are read each month 100% of the connections are billed each bi-monthly 100% of the bills are distributed In both the above case less than 90% compliance will attract penalty.
	Measured By	For the month under review: No. of metered connections X 100 / No of authorized connections as per record. No. of meters read X 100 / No. of metered connections No. of bills prepared X 100 / No. of authorized connections No. of bills distributed X 100 / No. of authorized connections *Note - Each parameter to be given equal weight*

	Monitored By	For the period under review through: The electronic register of authorized connections and meter serial number against each connection Electronic register of Meter serial numbers against which the meter working status included based on the meter reading of the meter reading of month under report and previous 3 months Electronic register of authorized connections, meter serial numbers against them and the monthly meter reading of each consumer meter. Electronic register of bills generated against each of the consumer Electronic register of bills received by consumers entered after verification of receipt
	Allowable Exclusions	Nil
4	**Parameter**	**(B – iv) Response time for New Water Supply Connections / Disconnections (From the Initial Takeover Date to end of Contract)**
	Minimum Service Level	Performance Band between100% - 90 %. Below 90% will attract penalty.
	Measured By	Time taken for providing new service connection and installation of water meter after sanction by DJB. Total no of households in the contract area seeking for service connections during the billing period and sanctioned by DJB – (a) Number of service connections provided and installation of water meter completed within 7 days after sanction by DJB in that particular billing cycle.-(b) Performance = 100 x (b)/(a). The time period for disconnection will be 3 days after sanction by DJB
	Monitored By	The electronic register of dated requests for connections received, cleared by authority and actually connected as per the signed report of consumer.
5.	**Parameter**	**(B-v) Efficiency in redressal of Consumer Complaints (From the Initial Takeover Date to end of Contract)**
	Minimum Service Level	Performance Band between 100% - 95% of complaints resolved during the month under review. Below 95% penalty will be imposed.
	Methodology for lodging complaint	**Consumer Relation Management Centre:** The Contractor shall design, develop and set up consumer relation management centers (CRMC) to facilitate receiving and resolving consumer requests in the areas of new connections, service deficiencies, resolution of billing disputes, payment of bills etc. The consumers shall file their complaints through e-mail, text message from mobile phones, telephone, Fax and other electronic media. The Centers shall function between 8am to 8pm during all working days and between 8am to 1pm during public holidays including Sundays. The CRMC and CCC shall be air conditioned and have reasonable space and furniture for the Consumers to wait, interact and represent their requirements. During the other off peak times of 8pm to 8am, the Contractor shall have a facility to receive Consumer complaints through telephone, fax, text message, email and any other electronic means. The complaints once received should be acknowledged automatically and a registration number shall be given to the complainant immediately. The CRMC and CCC shall be equipped with sufficient human resources, hardware and software to facilitate continuous record of consumer requests, monitoring the resolution, and reporting completion of necessary actions and tasks. There shall be an exclusive desk for servicing the urban poor consumers preferably serviced by an efficient

<table>
<tr><td></td><td></td><td>lady executive who can interact in local language.</td></tr>
<tr><td></td><td>Measured By</td><td>Percentage of total number of complaints responded to within 24 hours and resolved as given below during the period under review over the total number of complaints received during the month under review

<table><tr><td>Sl. No</td><td>Nature of complaints</td><td>Resolution time</td></tr><tr><td>1</td><td>Less pressure at the consumer meter point</td><td>72 hours</td></tr><tr><td>2</td><td>Consumer not getting water</td><td>24 hours</td></tr><tr><td>3</td><td>Reported leakage in mains</td><td>24 hours</td></tr><tr><td>4</td><td>Reported leakage in joint</td><td>12 hours</td></tr><tr><td>5</td><td>Poor quality of water</td><td>12 hours</td></tr><tr><td>6</td><td>Billing dispute</td><td>24 hours</td></tr></table>Resolutions of complaints = 100* (Total number of complaints responded to within 24 hours and resolved within the resolution times given above during the month under review / Total number of complaints received during the month under review)</td></tr>
<tr><td></td><td>Monitored By</td><td>An electronic registry maintained by the Contractor, the registry shall include detailed database and summary tables including:
▪ Time and date
▪ Complaint number
▪ Consumer name
▪ Consumer identification number
▪ DMA number
▪ Nature of complaint
▪ Time and date at which Consumer is provided with response
▪ Action taken report
▪ Time and date of resolution of complaint</td></tr>
<tr><td></td><td>Allowable Exclusions</td><td>Complaints pertaining to ‘no water’ at times of stoppage of bulk supply from bulk supply provider</td></tr>
<tr><td>6.</td><td>Parameter</td><td>(B-vi) Water Quality at Consumer Connection Points (From the Initial Takeover Date to end of Contract)</td></tr>
<tr><td></td><td>Minimum Service Level</td><td>100% samples shall conform to the bacteriological standards prescribed in the Potable Water Specification IS-10500 to be achieved and maintained throughout the Operations and Maintenance Period.
AND
The physico-chemical quality of water at the tap shall not be poorer than the one supplied by bulk water supplier.

Less than 95% penalty will be imposed.</td></tr>
<tr><td></td><td>Measured By</td><td>Sampling and Testing Frequency
➢ Daily 1 sample from each DMA to be tested. (Result should be Min.0.2 ppm of residual chlorine).
➢ Monthly 1 sample from each DMA tested for all the parameters tested in WTP outlet water.
➢ Additional samples as required in case of water quality complaint.
Pass Fail Criteria for the Samples.
<table><tr><th>S. N.</th><th>Water quality at DMA sampling point</th><th>Pass / Fail</th></tr><tr><td>1</td><td>All tested water quality parameters meet the requirement of relevant standard</td><td>Pass</td></tr><tr><td>2</td><td>Quality parameters same as of WTP outlet water (no deterioration in water quality compared to WTP outlet water or in inlet water to the UGR, where applicable) irrespective of meeting or not meeting the requirement of relevant standard (except for residual chlorine)</td><td>Pass</td></tr></table>In case of residual chlorine <0.2 ppm, it shall be considered a failed</td></tr>
</table>

		sample irrespective of residual chlorine level at WTP outlet water or inlet water to UGR, where applicable.
	Monitored By	An electronic registry maintained by the Contractor; the registry shall include detailed database and summary tables to be maintained as part of the water quality surveillance protocols agreed as part of the SIP The water quality testing database shall include: ▪ Time and date ▪ Sample location ▪ Sample number ▪ Details of water quality tests conducted ▪ Details of remedial actions taken in case of water quality problem ▪ Time and date of resumption of service level
	Allowable exclusion	No exclusion allowed
7.	**Parameter**	**(B-vii) Extent of Functional Meters (to be applicable DMA wise as and when they are commissioned and Sectional Final Taking Over Date to end of Contract.)**
	Minimum Service Level	Performance Band of 100% - 95%. Below 95% will result in imposition of penalty.
	Measured By	Percentage of number of functional meters over the total number of meters installed in the command area. The non-functional meters will be determined based upon the feedback received from meter readers and site audits conducted.
	Monitored By	An electronic registry maintained by the Contractor; the registry shall include detailed database and summary tables to be maintained as part of the functionality of consumer meters agreed as part of the SIP The consumer meter functionality database shall include: ▪ Consumer ID ▪ Meter Number ▪ Date of determination of non-functionality ▪ Date of replacement with a functional meter
	Allowable exclusion	No exclusion allowed

Section 9 - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

SAMPLE FORMS OF TENDER AND AGREEMENT……..2

Letter of Tender
Letter of Acceptance
Contract Agreement
Agreement for Dispute Adjudication Board Members
Agreement for Operation Service Dispute Adjudication Board
Operating Licence (Aide Memoire)

SAMPLE FORMS OF SECURITY AND GUARANTEE ……9

Tender Security
Performance Security
Advance Payment Guarantee

Sample Forms of Tender and Agreement

LETTER OF TENDER

Name of Contract:

Contract No:

To:

We have examined the Conditions of Contract, Employer's Requirements, Schedules, Contract Data, and the attached Appendices and Addenda Nos
for the above-named Contract. We have understood and checked these documents and have ascertained that they contain no errors or other defects except as identified in our Tender. We accordingly offer to design, execute and complete the Works and remedy any defects therein so that they are fit for the purposes defined in the Contract, and to operate and maintain the facility under licence from the Employer for the period and in conformity with the terms and conditions contained in the Contract for the lump sum amount of:

(Currency and amount in figures)

(Currency and amount in words)

Or such other amount as may be determined in accordance with the Contract.

This amount is made up of the following components:

For the Design-Build of the Works, the amount of:

(Currency and amount in figures)

(Currency and amount in words)

For the Operation Service, the amount of:

(Currency and amount in figures)

(Currency and amount in words)

For the Asset Replacement Fund, the amount of:

(Currency and amount in figures)

(Currency and amount in words)

We agree to abide by this Tender until (date and it shall remain binding upon us
and may be accepted at any time before that date.

If this offer is accepted, we will provide the required Performance Security, and commence and complete the Works, and provide the Operation Service, in accordance with the above-named documents and the agreed programme.

We further undertake, together with the Employer, to jointly appoint the DAB and the Auditing Body in accordance with the requirements of the Contract.

Unless and until a formal Contract Agreement is prepared and executed, this Letter of Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signed by: _____
(Signature)

In the capacity of: _____

duly authorized to sign tenders for and on behalf of: _____

Address: _____
_____
_____

Date: _____

LETTER OF ACCEPTANCE

Name of Contract:

Contract Number:

To:

Date:

Your Reference:

Our Reference:

We thank you for your Tender dated for the design, execution and completion of the Works comprising the above-named Contract and remedying of defects therein so that they are fit for the purposes defined in the Contract, and for the operation and maintenance thereof under licence for the period of years, all in conformity with the terms and conditions contained in the Contract as amended by the attached Memorandum, signed by you and ourselves.

We have pleasure in accepting your Tender (as corrected/adjusted in accordance with the Memorandum) for the Accepted Contract Amount of:

(Currency and amount in figures)

(Currency and amount in words)

This amount is made up of the following components:

For the Design-Build of the Works, the amount of:

(Currency and amount in figures)

(Currency and amount in words)

For the Operation Service, the amount of:

(Currency and amount in figures)

(Currency and amount in words)

For the Asset Replacement Fund, the amount of:

(Currency and amount in figures)

(Currency and amount in words)

In consideration of you properly and truly performing the Contract, we agree to pay you the Accepted Contract Amount or such other sums to which you may become entitled under the terms of the Contract, at such times and as prescribed by the Contract.

We acknowledge that this Letter of Acceptance creates a binding Contract between us, and we undertake to fulfil all our obligations and duties in accordance with the terms of this Contract.

Signed by: _____
(Signature)

For the behalf of: _____

Date: _____

CONTRACT AGREEMENT

This Agreement made the _____ day of _____, 20 _____, between _____
(name of Employer)
of _____ *(address of Employer)*
(herein called "the Contractor"), of the other part:

and _____ *(name of Contractor)* of _____
(address of Contractor) (herein called "the Contractor"), of the other part:

Whereas the Employer desires that the Works known as
_____ *(name of Contract)*

should be designed, executed and operated by the Contractor and has accepted a Tender from the Contractor for the design, execution, completion and operation and maintenance of these Works, and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement, the works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as a part of this Agreement:

   (a) The Letter of Acceptance dated _____
   (b) The Letter of Tender dated _____
   (c) The Addenda Nos. _____
   (d) The Conditions of Contract
   (e) The Employer's Requirements
   (f) The completed Schedules
   (g) The Operating License, and
   (h) The Contractor's Proposal

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute, complete, operate and maintain the Works and remedy any defects therein in conformity with the provisions of the Contract and the Operating Licence granted by the Employer.

4. The Employer hereby covenants to pay the Contractor, in consideration of the design, execution, completion, operation and maintenance of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract, and to grant the Contractor a royalty-free licence to enable him to operate and maintain the Works during the Operation Service Period.

In witness whereof the Parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed by:_____
(Signature)
for and on behalf of the Employer in the presence of
Witness_____
(Signature)
Name: _____
Address:_____
Date: _____

Signed by: _____
(Signature)
for and on behalf of the Contractor in the presence of
Witness: _____
(Signature)
Name: _____
Address: _____
Date: _____

AGREEMENT FOR DISPUTE ADJUDICATION BOARD MEMBERS

[*All italicized text and any enclosing square brackets is for use in preparing the form and should be deleted from the final product*].

Name of Contract: _____

This Agreement made the _____ day of _____, 20 _____, between

Name and address of Employer: _____
Name and address of Contractor: _____
Name and address of DAB Member: _____

Whereas the Employer and the Contractor have entered into a Contract and desire jointly to appoint the above-named Member to act on the DAB as *[delete where not applicable]* sole adjudicator/one of three adjudicators/chairman of the DAB,

And whereas the Member accepts the appointment.

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement" which are appended hereto, and the following provisions. In these provisions, which include amendments and additions to the "General Conditions of Dispute Adjudication Agreement", words and expressions shall have the same meanings as are assigned to them in the "General Conditions of Dispute Adjudication Agreement".
2. *[Details of any amendments or additions or deletions from the "General Conditions of Dispute Adjudication Agreement" should be given here or in an attachment hereto.]*
3. In accordance with Clause 6 of the "General Conditions of Dispute Adjudication Agreement", the Member shall be paid as follows: A retainer fee of _____ per calendar month, and A daily fee of _____ per day spent on Site visits, hearings, and other time in connection with submissions to the DAB made in accordance with the provisions of the Contract between the Employer and the Contractor.
4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the "General Conditions of Dispute Adjudication Agreement", the Member undertakes to act as the DAB Member in the capacity bovementioned in accordance with the terms of this Dispute Adjudication Agreement.
5. The Employer and the Contractor jointly and severally undertake to pay the Member in consideration for his acting as the DAB Member as aforementioned in accordance with this Dispute Adjudication Agreement.
6. This Dispute Adjudication Agreement shall be governed by the law of: _____

Signed by: _____ *(Signature)*	Signed by: _____ *(Signature)*	Signed by: _____ *(Signature)*
for and on behalf of the employer in the presence of	for and on behalf of the Contractor in the presence of	The Member in the Presence
Witness: _____ *(signature)*	Witness: _____ *(signature)*	Witness : _____ *signature)*
Name: _____	Name: _____	Name : _____
Address: _____	Address: _____	Address: _____
Date: _____	Date: _____	Dates : _____

AGREEMENT FOR OPERATION SERVICE DISPUTE ADJUDICATION BOARD

[*All italicized text and any enclosing square brackets is for use in preparing the form and should be deleted from the final product.*]

Name of Contract: _____

This Agreement made the _____ day of _____, 20 _____, between

Name and address of Employer: _____
Name and address of Contractor: _____
Name and address of DAB Member: _____

Whereas the Employer and the Contractor have entered into a Contract and desire jointly to appoint the above-named Member to act as the sole adjudicator on the Operation Service DAB for a period of five (5) years from the date of this Agreement.

And whereas the Member accepts the appointment.

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement" which are appended hereto, and the following provisions. In these provisions, which include amendments and additions to the "General Conditions of Dispute Adjudication Agreement", words and expressions shall have the same meanings as are assigned to them in the "General Conditions of Dispute Adjudication Agreement".
2. *[Details of any amendments or additions or deletions from the "General Conditions of Dispute Adjudication Agreement" should be given here or in an attachment hereto.]*
3. In accordance with Clause 6 of the "General Conditions of Dispute Adjudication Agreement", the Member shall be paid as follows: A retainer fee of _____ per calendar month, and A daily fee of _____ per day spent on Site visits, hearings, and other time in connection with submissions to the DAB made in accordance with the provisions of the Contract between the Employer and the Contractor.
4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the "General Conditions of Dispute Adjudication Agreement", the Member undertakes to act as the DAB Member in the capacity above-mentioned in accordance with the terms of this Dispute Adjudication Agreement.
5. The Employer and the Contractor jointly and severally undertake to pay the Member in consideration for his acting as the DAB Member as aforementioned in accordance with this Dispute Adjudication Agreement.
6. This Dispute Adjudication Agreement shall be governed by the law of: _____

Signed by: _____ *(Signature)*
for and on behalf of the Employer
in the presence of

Witness: _____ *(Signature)*
Name: _____
Address: _____

Date: _____
Signed by: _____ *(Signature)*
for and on behalf of the Contractor
in the presence of

Witness: _____ *(Signature)*
Name: _____

Address: _____
Date: _____
Signed by: _____ *(Signature)*
For and on behalf of the Member in the presence of

Witness: _____ *(Signature)*

Name: _____
Address: _____
Date: _____

OPERATING LICENCE

Aide Memoire

The Operating Licence is a document which is issued by the Employer to the Contractor at the time of issuing the Letter of Acceptance in accordance with Sub-Clause 1.7 *[Operating Licence]* of the Conditions of Contract, although it will not come into effect until the issue of the Commissioning Certificate.

The purpose of the Operating Licence is to give the Contractor unhindered legal access to the Works and the facility, and the legal right to operate the facility during the Operation Service Period in compliance with his obligations under his Contract with the Employer.

The terms of the licence must ensure that it is royalty-free and is issued without cost to the Contractor. It will automatically come into full force- and effect upon the issue of the Commissioning Certificate, and it shall remain in full force arid effect until the issue of the Contract Completion Certificate.

The proposed format and wording of the licence should be included in the tender documents so that tenderers know how it will function during the Operation Service Period.

The nature and format of the Operating Licence must clearly define the requirements of the Employer and must be a legally secure commitment from the Employer to allow the Contractor unhindered access to the facility for the duration of the Operation Service Period. Whatever the name or status of the document which the Employer provides for this purpose, all references in the Contract to Operating Licence shall be deemed to refer to that document.

Sample Forms of Security and Guarantee

TENDER SECURITY

Name of Contract/Contract No.: _____

Name and address of Beneficiary "the Employer": _____

We have been informed that: _____
(*name of Tenderer*)
(hereinafter called the "Principal") is submitting an offer for the above-named Contract in response to your invitation, and the conditions of your invitation require that his offer is supported by a tender security.

At the request of the Principal, we: _____
(*name of bank)*
Hereby irrevocable undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of _____ (in words: _____) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

(a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or

(b) the Principal has refused to accept the correction of errors in his offer in accordance with the conditions of your invitation, or

(c) you awarded the Contract to the Principal and he has failed to comply with Sub-Clause 1 .6 [Contract Agreement] of the Conditions of Contract, or

(d) you awarded the Contract to the Principal and he has failed to comply with Sub-Clause 4.2 [Performance Security] of the Conditions of Contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before _____ *(the date 35* days *after the expiry of the validity of the Letter of Tender)* _____, when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Signed by: _____ Signed by _____
(signature) *(signature)*

_____ _____
(name)
(name)

Date: _____

Performance Security

..... *Bank's name, and address of issuing branch or office*[1] .....

Beneficiary: .....*Name and address of the employer* .....

Date:.....

Performance Guarantee No.: .....

We have been informed that . . . . . *name of the contractor. . . . .* (hereinafter called "the Contractor") has entered into Contract No. . . . . *reference number of the contract. . . . .* dated . . . . . .with you, for the execution of . . . . . *name of contract and brief description of works. . . . .* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we . . . . . *name of the bank. . . . .* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *name of the currency and amount in words*[2] . . . . . (. . . . . *amount in figures. . . . .*) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . Day of . . . . . , ... [3], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 (*or ICC Publication No. 758 as applicable*), except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.[4]

. . . . . .

Signature(s) and seal of bank (where appropriate)

Note to Bidder

1. If the institution issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.
2. The Contractor has to submit separate Performance Securities for the Design Build Scope of the Contract and for the Operations Services Contract.

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1 All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

2 The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the employer.

3 Insert the date 28 days after the expected completion date. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

4 Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

Advance Payment Guarantee

..... *Bank's name, and address of issuing branch or office*[1] .....

Beneficiary: ..... *Name and address of the employer* .....

Date: .....

Advance Payment Guarantee No.: .....

We have been informed that . . . . . *name of the contractor. . . . .* (hereinafter called "the Contractor") has entered into Contract No. . . . . *reference number of the contract. . . . .* dated . . . . . .with you, for the execution of . . . . . *name of contract and brief description of works. . . . .* (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum . . . . . *name of the currency and amount in words*[2]*. . . . . .* (. . . . . *amount in figures. . . . .*) is to be made against an advance payment guarantee.

At the request of the Contractor, we . . . . . *name of the bank. . . . .* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *name of the currency and amount in words*[3]*. . . . . .* (. . . . . *amount in figures. . . . .*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number . . . . . *Contractor's account number. . . . .* at . . . . . *name and address of the bank. . . . .* .

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety percent (90%) of the Contract Price has been certified for payment, or on the . . . day of . . . . . , ... [4], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 (*or ICC Publication No. 758 as applicable*).

. . . . . .

Signature(s) and seal of bank (where appropriate)

Note to Bidder

If the institution issuing the advance payment security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.

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1 All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

2 The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the employer.

3 Footnote 2.

4 Insert the expected expiration date of the time for completion. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."