

Terms of Reference (ToR)

General Terms of Reference (TOR)

1.0 SCOPE:

The scope of the association/cooperation between parties shall comprise any and all of the activities listed below including any part thereof.

The selected Agency shall be required:

- 1.1 To carry out the technical audit and evaluation work of projects of following category mentioned as under :-

Category	Project
1	Road
2	Bridge
3	Building and appurtenant works
4	Water supply
5	Sewerage
6	Irrigation and Hydraulic structures
7	Various Plastic product and materials
8	Information Technology

- 1.2 To provide in particular, testing of materials and tests on quality of work during and post construction period.

The quality assessment shall be done in accordance with the details of Quality assessment parameters and methods. However the selected Agency may adopt universally accepted technical norms, parameters and methods of the work assigned over and above their assessments parameters.

- 1.3 To carry out site visit/visits and review of project implementation as per requirement. The number of site visits, their important stages and dates of visit for particular work will be decided by Department in consultation with the implementing agency.
- 1.4 Audit Report regarding Ongoing work and New projects from start to finish comprising the following :-
 - 1.4.1 Brief description of the project.
 - 1.4.2 Review of DPR and Drawing.
 - 1.4.3 Current Status of execution of Project.
 - 1.4.4 Status of QA/QC by the implementing agency.
 - 1.4.5 Second Party QA/QC, inspection status and results.
 - 1.4.6 Correctness of actual measurements in relation to Drawing & DPR.
 - 1.4.7 Conclusions of based on Quality control alongwith technical and Financial implications of Sub-Standard quality of construction.
 - 1.4.8 Recommendation based on conclusions.
 - 1.4.9 Pre-Construction Stage
 - Examination of project documentation with respect to sanctioned covenants.
 - Review of land requirement / availability & other clearances to begin construction.
 - Review of project implementation plan and procurement process.
 - Review of site preparation.
 - Review of project management mechanisms/structures (e.g : PERT/CPM charts)

- Review of probability of cost & time overruns during pre – construction stages.
- Report on targeted beneficiaries of the scheme (Beneficiary participation).

1.4.10 Construction Stage

- Report on the particulars of the project.
- Report on compliance with statutory requirements.
- Report on Quality Assurance in the project.
- Report on convergence of the scheme (with central / state).
- Report on beneficiary participation in the project.
- Report on physical progress of the project.
- Report on financial progress & fund utilization.
- Report on social infrastructure and civic infrastructure components.
- Report on variations with respect to sanctioned covenants.
- Report on cost variations and time overruns.
- Report on remedial measures to improve physical & financial progress and quality of the project.
- Report on progress of resettlement and rehabilitation, if any
- Report on other issues (if any)

1.4.11 Commissioning, trial run and testing stage

- Report on assets created.
- Report on completion of project.
- Requirement of operation and maintenance (O&M).

1.4.12 Post construction Stage Report on functionality and usage

- Report on O&M of assets created including common amenities.
- Report on social and environmental impact analysis.
- Report on user/beneficiary satisfaction.
- Report on capacity created.
- Report on overall performance and sustainability of the assets created.

1.5 The implementing agency shall inform the Second Party in advance regarding every critical stage of construction of ongoing and new projects, thereafter Second Party shall inform the Administrative Department, and Implementing Agencies about its proposed visits well in time. The Administrative Department, First Party and Implementing Agencies will facilitate such visit /technical examination and provide relevant records viz. DPR's, drawings etc. to the Second Party. The Second Party shall itself be vigilant enough with the progress of work by virtue of its own mechanism, so that in case implementing agency fails to inform the Second Party regarding the various stages of work the Second Party will ensure the inspection of prescribed important stage.

1.6 The selected Agency will be responsible for making all arrangements for transport, accommodation etc, for their site visits and the Department or the Administrative Department or the Implementing Agencies will not be responsible for making any such arrangement. Selected Agency shall be responsible for holding Quality control testing independently at site and in Irrigation Research Institute Roorkee (I.R.I) or any N.A.B.L. approved lab and payment for testing, if any will be made by the Second Party.

- 1.7 To provide a clear feedback in respect of quality of project execution in the context of specifications mentioned in the estimate. The project will be evaluated in terms of attainments of its objectives, correctness of estimate, correctness of measurements and quality control of construction materials and important items of work. In case of any defects, the Selected Agency shall also clearly suggest remedial measures and penalties to be levied against the contractor.
- 1.8 The selected Agency shall also report whether the work is being implemented as per sanctioned estimate or not. In case of glaring gaps the matter should be brought to the notice of the Department.
- 1.9 The Technical examination report including test reports (as applicable) for each visit shall be submitted by the Second Party as required in the attached format as per direction of the First Party within time frame mentioned in the reporting format.

2.0 OBLIGATIONS UNDERTAKEN BY THE PARTIES:

2.1 Second Party agrees to offer the services under this agreement to the Planning Department of Uttarakhand Government at the following rates :-

S. No.	Status of Project	%age of minimum quoted charges / fees as of sanctioned original project cost		
		Rates in words and figures.		
		1. Plane and Foot hill region	2. Middle Hill Region	3. Remote Hilly Region
	Completed Projects (One time evaluation)			
1	Building and Appurtenant works			

a	Above Rs. 25.00 Cr.			
b	Above Rs.15.00 Cr. Upto Rs. 25.00Cr.			
c	Above Rs. 5.00 Cr. Upto Rs. 15.00Cr.			
d	Above Rs. 1.00 Cr. Upto Rs. 5.00Cr.			
e	Upto Rs 1.00 Cr.			
2	Road			
a	Above Rs. 25.00 Cr.			

S. No.	Status of Project	%age of minimum quoted charges / fees as of sanctioned original project cost			
		Rates in words and figures.			
		1. Plane Foot region	and hill	2. Middle Hill Region	3. Remote Hilly Region
b	Above Rs.15.00 Cr. Upto Rs. 25.00Cr.				
c	Above Rs. 5.00 Cr. Upto Rs. 15.00Cr.				
d	Above Rs. 1.00 Cr. Upto Rs. 5.00Cr.				
e	Upto Rs 1.00 Cr.				
3	Bridge				
a	Above Rs. 25.00 Cr.				
b	Above Rs.15.00 Cr. Upto Rs. 25.00Cr.				
c	Above Rs. 5.00 Cr. Upto Rs. 15.00Cr.				
d	Above Rs. 1.00 Cr. Upto Rs. 5.00Cr.				
e	Upto Rs 1.00 Cr.				
4	Water Supply				
a	Above Rs. 25.00 Cr.				
b	Above Rs.15.00 Cr. Upto Rs.				

	25.00Cr.			
c	Above Rs. 5.00 Cr. Upto Rs. 15.00Cr.			

S. No.	Status of Project	%age of minimum quoted charges / fees as of sanctioned original project cost		
		Rates in words and figures.		
		1. Plane Foot and hill region	2. Middle Hill Region	3. Remote Hilly Region
d	Above Rs. 1.00 Cr. Upto Rs. 5.00Cr.			
e	Upto Rs 1.00 Cr.			
5	Sewerage			
a	Above Rs. 25.00 Cr.			
b	Above Rs.15.00 Cr. Upto Rs. 25.00Cr.			
c	Above Rs. 5.00 Cr. Upto Rs. 15.00Cr.			
d	Above Rs. 1.00 Cr. Upto Rs. 5.00Cr.			
e	Upto Rs 1.00 Cr.			
6	Irrigation & Hydraulic Structures			
a	Above Rs. 25.00 Cr.			
b	Above Rs.15.00 Cr. Upto Rs. 25.00Cr.			
c	Above Rs. 5.00 Cr. Upto Rs. 15.00Cr.			
d	Above Rs. 1.00 Cr. Upto			

	Rs. 5.00Cr.			
e	Upto Rs 1.00 Cr.			

S. No.	Status of Project	%age of minimum quoted charges / fees as of sanctioned original project cost		
		Rates in words and figures.		
		1. Plane and Foot hill region	2. Middle Hill Region	3. Remote Hilly Region
7	Various Plastic product and materials			
a	Above Rs. 25.00 Cr.			
b	Above Rs.15.00 Cr. Upto Rs. 25.00Cr.			
c	Above Rs. 5.00 Cr. Upto Rs. 15.00Cr.			
d	Above Rs. 1.00 Cr. Upto Rs. 5.00Cr.			
e	Upto Rs 1.00 Cr.			
8	Information Technology			
a	Above Rs. 25.00 Cr.			
b	Above Rs.15.00 Cr. Upto Rs. 25.00Cr.			
c	Above Rs. 5.00 Cr. Upto Rs. 15.00Cr.			
d	Above Rs. 1.00 Cr. Upto Rs. 5.00Cr.			
e	Upto Rs 1.00 Cr.			

S. No.	Status of Project	%age of minimum quoted charges / fees as of sanctioned original project cost		
		Rates in words and figures.		
		1. Plane and Foot hill region	2. Middle Hill Region	3. Remote Hilly Region
B	Projects in Progress and from start to finish			
1	Building and Appurtenant works			
a	Above Rs. 25.00 Cr.			
b	Above Rs.15.00 Cr. Upto Rs. 25.00Cr.			
c	Above Rs. 5.00 Cr. Upto Rs. 15.00Cr.			
d	Above Rs. 1.00 Cr. Upto Rs. 5.00Cr.			
e	Upto Rs 1.00 Cr.			
2	Road			
a	Above Rs. 25.00 Cr.			
b	Above Rs.15.00 Cr. Upto Rs. 25.00Cr.			
c	Above Rs. 5.00 Cr. Upto Rs. 15.00Cr.			
d	Above Rs. 1.00 Cr. Upto Rs. 5.00Cr.			
e	Upto Rs 1.00 Cr.			

S. No.	Status of Project	%age of minimum quoted charges / fees as of sanctioned original project cost		
		Rates in words and figures.		
		1. Plane Foot region	and hill	2. Middle Hill Region
3	Bridge			
a	Above Rs. 25.00 Cr.			
b	Above Rs.15.00 Cr. Upto Rs. 25.00Cr.			
c	Above Rs. 5.00 Cr. Upto Rs. 15.00Cr.			
d	Above Rs. 1.00 Cr. Upto Rs. 5.00Cr.			
e	Upto Rs 1.00 Cr.			
4	Water Supply			
a	Above Rs. 25.00 Cr.			
b	Above Rs.15.00 Cr. Upto Rs. 25.00Cr.			
c	Above Rs. 5.00 Cr. Upto Rs. 15.00Cr.			
d	Above Rs. 1.00 Cr. Upto Rs. 5.00Cr.			
e	Upto Rs 1.00 Cr.			
5	Sewerage			
a	Above Rs. 25.00 Cr.			
b	Above Rs.15.00 Cr. Upto Rs. 25.00Cr.			

S. No.	Status of Project	%age of minimum quoted charges / fees as of sanctioned original project cost		
		Rates in words and figures.		
		1. Plane Foot region and hill	2. Middle Hill Region	3. Remote Hilly Region
c	Above Rs. 5.00 Cr. Upto Rs. 15.00Cr.			
d	Above Rs. 1.00 Cr. Upto Rs. 5.00Cr.			
e	Upto Rs 1.00 Cr.			
6	Irrigation & Hydraulic Structures			
a	Above Rs. 25.00 Cr.			
b	Above Rs.15.00 Cr. Upto Rs. 25.00Cr.			
c	Above Rs. 5.00 Cr. Upto Rs. 15.00Cr.			
d	Above Rs. 1.00 Cr. Upto Rs. 5.00Cr.			
e	Upto Rs 1.00 Cr.			
7	Various Plastic product and materials			
a	Above Rs. 25.00 Cr.			
b	Above Rs.15.00 Cr. Upto Rs. 25.00Cr.			
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8	Information Technology			
a	Above Rs. 25.00 Cr.			
b	Above Rs.15.00 Cr. Upto Rs. 25.00Cr.			
c	Above Rs. 5.00 Cr. Upto Rs. 15.00Cr.			
d	Above Rs. 1.00 Cr. Upto Rs. 5.00Cr.			
e	Upto Rs 1.00 Cr.			

2.2 The original approved project cost for purpose of determining the fee of the second party shall be the sanctioned amount (excluding departmental centage) by the Government at the onset of the project.

2.3 These charges are inclusive of all costs payable to the Second Party, except G.S.T. which will be payable as per rules. Income tax and all other taxes shall be deducted from the bills of the Second Party as per prevailing Government rules. In no case the Second Party will deposit the taxes in advance regarding the submitted bills. The First Party shall give TDS certificate at the end of the financial year.

2.4 The Second party will submit pre- receipted bills in triplicate in the name of the Secretary Incharge, Planning Department, Govt. of

Uttarakhand for technical examination charges mentioning name of project, name of executing agency & cost of work, compiled technical examination report along with site photographs of important activities and all copies of testing reports shall also be submitted with the bill. Technical examination report will be scrutinized by the First Party. If the report is found prime facie acceptable, eighty percent of the scrutinized amount of the bill will be paid by the first Party within one month of the receipt of the bill. Balance twenty percent of the scrutinized amount of the bill will be paid if the clarification are acceptable by the First Party whose decision shall be final and binding on the Second Party.

Payment of Quality Assurance work will be done in maximum three installments after every one third proposed visits based on progress of work.

2.6 The Second Party shall furnish Performance Guarantee equivalent to Rs 5.00 Lacs in the shape of Bank Guarantee in favour of Secretary Incharge, Planning Department, Government of Uttarakhand Dehradun from scheduled nationalized bank located in India at the time of entering into agreement with the first party The Performance .Guarantee would be valid for the entire project term till the acceptance of report by First Party.

2.7 The Performance guarantee shall be forfeited and en-cashed in the following cases :

(a) If the Second Party withdraws from the assignment midway during the project term.

(b) If the progress of Second Party work is found out to be inadequate or unsatisfactory midway through the project, indicating non achievement of target within the stipulated time.

(c) Any other act or acts of the Second Party which renders the assignment incomplete and First Party comes to the conclusions that these are sufficient reasons to forfeit the performance guarantee.

2.8 Technical examination report by the Second Party shall be supported by the documentary evidences as annexure.

3.0 LIAISON :

The Liaison officer may be assigned by the Secretary Incharge (Planning) of Govt. of Uttarakhand, who will be over all coordinator for works under this agreement

4.0 TERMS AND CONDITIONS:

4.1 The Second Party shall not sublet any work to any external agency in respect of technical examination. The Second Party shall also

not reproduce any test results got done by the Implementing Agency as its own.

- 4.2 The Second Party shall be responsible for making all arrangements for sampling and testing the quality of construction material. For this purpose Second Party will make all arrangements for required equipments at his own cost.
- 4.3 The Second Party will submit the testing reports of materials along with the technical examination report. The sample shall be sealed and jointly signed by the representatives of the Second Party, and the implementing agency. The testing report should mention the Name of work, Name of executing Agency, cost of work, specification required as per estimate/BOQ, specification found in testing, deviation if any. The Second Party would submit Three (3) copies of report in hard form and one (1) soft copy in CD to the First Party, Administrative Department and Implementing Agencies. All copies should be serially numbered for easy identification. The Second Party undertakes that the reports submitted to the First Party will not be used, given, disclosed, displayed, reproduced and circulated to any person or organization without the written permission of Government of Uttarakhand.
- 4.4 The Second Party shall also report wherever required/adequate earthquake resistant techniques, designs and structures have been adopted in the Project.
- 4.5 The Second Party shall remain liable to and shall indemnify the First Party, in respect of losses, damages, or compensation arising out of any accident or injury sustained by the First Party. Any workmen in the employment of the Second Party while in or upon the said works/any third person or the same arising out of any act, default or negligence, omission and commission, error in judgment on the part of Second Party, its employees or its agent(s) subject to the determination of the compensation or damages by the competent authority as defined in the relevant laws.

5.0 KEY PERSONAL

The Quality checking and technical evaluation Team (the “**Evaluation Team**”) shall consist of the personnel (the “**Key Personnel**”) with requisite qualification and experience who shall discharge their respective responsibilities as per the CV of the personal

- i- Graduate / Post Graduate with Adequate experience in the respective field.
- ii- Diploma with adequate experience in the respective field.

6.0 REPLACEMENT OF THE KEY PERSONAL

1. If the Authority shall approve any replacement of the key personal, the agency should replace the personal having qualification substantially equal or higher than those proposed in the bid approved by competent authority
2. If the authority ask to the agency to remove a person in the personal staff or work force stating the reason, the agency shall insure that the personal leaves the project sites with in seven day, and has no farther connection with the work in further.

7.0 PENALTY

The Second party (Agency) fails to fulfill the requirement of quality assurance which directly affect the quality of work than penalty of 5 % shall be imposed from payable amount of the submitted running bill.

8.0 REPRESENTATION AND RELATIONSHIP OF THE PARTIES :-

- 1.0 During the period this agreement remains in force, neither Party shall be deemed to be a representative or agent of the other Party for any purpose whatsoever and not hold itself out as having the authority or right to assume, create or undertake any obligations on behalf of the other Party without the written consent of the other party.
- 2.0 This agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking, or act on behalf of or to act as or be an agent or representative of, or to otherwise bind, the other party.

9.0 AMENDMENT :

No amendment or modification to this agreement shall be binding on either party unless amended in writing and signed by both the Parties.

10.0 SETTLEMENT OF DISPUTES AND ARBITRATION :

- 1) All differences or disputes between the Parties arising out or in connection with this agreement shall in the first instance be amicably settled/resolved between the Parties within 15 days. Failing amicable settlement, the dispute shall be finally settled by sole Arbitrator through arbitration conducted under the Arbitration and Conciliation Act, 1996 (as amended from time to time). An officer not below the rank of Secretary to the State Government nominated by Principal Secretary/Secretary (Planning) Government of Uttarakhand shall be the sole Arbitrator. However, during

pending of such arbitration the work assigned to the Second Party shall be carried on by it without any interruption unless specifically forbidden by the First Party.

- 2) This agreement shall be governed by and construed by in accordance with the laws of india and all disputes arising out of this agreement shall be subject to the jurisdiction of local courts situated in Dehradun.
- 3) The time limit for raising dispute (if any) through written notice shall be upto two months after the satisfactory completion of this agreement. After this period no claim dispute shall be entertained. The Second Party should note it very carefully.

11.0 TERMINATION OF THE AGREEMENT.

During the tenure of the agreement parties hereto can terminate the either for violation of any of the clause of the agreement or other work by giving one month notice in writing to the defaulting PARTY. Failure of either PARTY to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement.

12.0 GOVERNING LAWS AND COURT OF JURISDICTION :

This agreement shall be governed by the Indian Laws and rules framed there under. In witness whereof, the Parties hereof have caused this agreement to be executed, by its duly authorized officers as of the date first written above. Court of jurisdiction should be Dehradun.