



CONSTRUCTION & DESIGN SERVICES

UTTAR PRADESH JAL NIGAM

TC-38 V, Vibhuti Khand, Gomti Nagar, Lucknow

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Email: director@cdsupjn.org Visit us at: www.cdsupjn.org

Letter No.

506 /GM N-8/G-08- 69/03

Date: 13.06.2016

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

"Selection of Consultancy Firm for Preparation Of Detailed Project Reports (DPR) For Cluster based Solid Waste Management for Hardoi, Unnao, Bijnore and Ghaziabad Nagar Palika Parishad, Uttar Pradesh.

The Government of Uttar Pradesh is desirous of implementing Cluster based Solid Waste Management Projects in different Towns of Uttar Pradesh. Nagar Palika Parishad (NPP) of Hardoi, Unnao, Bijnore and Ghaziabad clusters. It is required to prepare Detailed Project Report for effective implementation of Solid Waste Management of these Clusters. Hence C&DS requires services of eligible Consulting Company/Firms for Preparation of Detailed Project Reports (DPR) on Solid Waste Management for Hardoi, Unnao, Bijnore & Ghaziabad Clusters. **Only consultancy company/firms empanelled with MoU Govt. of India for the purpose of Project Preparation as circulated vide file no. A-46020/3/2013-EA are eligible.** The DPR has to be prepared conforming to the guidelines given in the CPHEEO's "Manual of Municipal Solid Waste Management" 01, May 2000 (or its amendment, currently under revision) and compliant with Solid Waste Management Rules 2016.

The selected consultant will closely work with official of C&DS, Hardoi, Unnao, Bijnore & Ghaziabad ULB's and other ULB's which are included in Cluster as well as its elected representatives/RWA's to prepare a Solid Waste Management Plan for the Cities. Interested consultants must provide information indicating that they are qualified and capable to perform the services (Brouches, Description of similar assignments, experience in similar conditions, availability of appropriate skills among staff etc.). Interested consultants may obtain further information at the address given below from 10:30 AM upto 05:00 PM on all working days from 15-06-2016 to 30-06-2016. Pre-bid meeting, if any, will be held on 28-06-2016.

The proposal in response to the RFP may be delivered to the address below on or before 07.07.2016 till 03.00 PM.

DIRECTOR.

C&DS, U.P.JAL NIGAM,

TC-38V, VIBHUTI KHAND, GOMTI NAGAR,

LUCKNOW-226010 (UP)

.....Contd.2/-

The RFP document can be obtained from the above office, by paying Demand Draft/Pay Order of any Scheduled bank for Rs.5000.00 +VAT (Rs.Five Thousand+VAT Only) towards cost of the document, drawn in favour of "Director, C&DS, U.P.Jal Nigam" payable at Lucknow. The document can also be downloaded from our website www.edsupjn.org. While submitting the downloaded document, the above Demand Draft will have to submitted with the proposal.

All questions/clarifications relating to the proposal should be addressed to the under -mentioned

Contact Person: R.N.Goel, General Manager, (M: 9450430937),

Tel No.:+91 522- 2728985, Fax : +91 522- 2728988/2991476

Earnest Money to be deposited has been mentioned in the respective RFP document and the same amount shall be submitted in the form of F.D.R. drawn on any Nationalized bank and pledged in favour of "Director, C&DS, U.P.Jal Nigam, Lucknow".


(G.P.Shukla)
Director

Endt.No.

/

Dated-

Copy forwarded to the following for information & necessary action:-

- 1- Secretary, Urban Development, Govt. of U.P.,
- 2- Director, Local Bodies, U.P., Lucknow.
- 3- P.S. to Managing Director, U.P.Jal Nigam, Lucknow.
- 4- Chairperson, Nagar Panchayat.
- 5- Municipal Commissioner/Executive Officer/Chairman, Nagar Nigam/Nagar Palika Parishad.
- 6- All CGMs/ General Managers, C& DS, U.P.Jal Nigam
- 7- Sri M.K.Bhatt, Project Manager, C&DS HQ, U P Jal Nigam, Lucknow.
- 8- Project Manager, Unit-16/29/31/53, C&DS, U.P.Jal Nigam, Bijnore,Lucknow,Ghaziabad & Hardoi.
- 9- S.A.O./P.M.(Hq), C&DS, U.P.Jal Nigam, Lucknow.
- 10- Notice Board/website/*All consultancy company firms empanelled with MOUD, Govt. of India.*


13-6
Director

**CONSTRUCTION AND DESIGN SERVICES,
UTTAR PRADESH JAL NIGAM,**

Request for Proposal

For

**Selection of Consultancy Firm For Preparation Of Detailed Project Report (DPR) For
Solid Waste Management for Ghaziabad Cluster**

May, 2016



Construction & Design Services, Uttar Pradesh Jal Nigam
TC-38-V, Vibhuti Khand, Gomtinagar, Lucknow, U.P. (INDIA)
Tel: +91 0522 2728985 Fax: +91 522 2728988/2991476
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CONTENTS

Sl.No.	Particulars	Page No.
1	Disclaimer	2
2	Event Schedule.	3
3	Instructions to Bidders	4-8
4	Terms of Reference	9-17
5	Technical Submission Forms	18-26
6	Financial Bid Submission Form	27
7	Standard Forms of Contract	28-33

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the C&DS, U P Jal Nigam, hereinafter referred to as 'C&DS' or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the C&DS, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

C&DS, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

C&DS may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

EVENT SCHEDULE

Last Date of Issue of RFP	
Pre-Bid Meeting (if any)	
Due Date for submission of Proposal	
Date of Opening of Technical Bid	
Date of Opening of Financial Bid	Within 15 days from the date of opening of Technical Bids with pre-intimation to Bidders

INSTRUCTION TO BIDDERS

1. Introductions:

- 1.1. The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Part II Data Sheet.
- 1.2. The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
- 1.3. The date, time and address for submission of the proposals has been given in Part II Data Sheet.
- 1.4. The short-listed Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.5. Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Employer's representative named in part II Data Sheet before submitting a proposal and to attend a pre-proposal meeting if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.6. The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 1.7. Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2. Eligibility of Association of consultants and Sub-Consultants:-

- 2.1. The shortlisted consultant may, for enhancing their expertise /capability to execute the assignment, form a consortium of firms/ entities limited to three. In cases where consultant forms an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the consortium of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped after evaluation of RFP, such consortium of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such consortium of consultant without considering the strength of the dropped member and if found eligible, may allow such consortium of consultant to submit their proposal.
- 2.2. A short-listed consultant may associate with consultants and /or individual expert at the time of submission of proposal. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set

forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who has been short-listed by the Employer and employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.

3. Clarification and Amendment of RFP Documents

- 3.1. Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 3.2 below.
- 3.2. At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

4. Conflict of Interest

- 4.1. Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 4.2. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities : (i) A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignment/job ; (ii) A Consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example,

a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Employer in the privatization of public assets shall not purchase, nor advise purchasers of, such assets.

Conflicting relationships (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

- 4.3. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.
- 4.4. No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

5. Unfair Advantage:

- 5.1. If a short-listed Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 4 above, the Employer shall make available to all short-listed Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

6. Proposal

- 6.1. Short-listed Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

7. Proposal Validity

- 7.1. The Part II Data Sheet to consultant indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals, under such circumstance the Employer shall not consider such proposal for further evaluation.

8. Preparation of Proposals

- 8.1. The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English or Hindi language, unless specified otherwise.
- 8.2. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 8.3. While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - 8.3.1. If a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with them.
 - 8.3.2. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
 - 8.3.3. Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.
- 8.4. Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-3. The Part II Data sheet in Section-2 indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – I in Section-3 is a sample letter of technical proposal which is to be submitted alongwith the technical proposal.
 - (a) A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. **Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs.** Consultants should be prepared to substantiate the claimed experience alongwith the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
 - (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 3).
 - (c) A description of the approach, methodology and work plan for performing the

Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form TECH-5 of Section 3.
 - (e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
 - (f) CVs of the Professional staff as mentioned in para 8.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
 - (g) A detailed description of the proposed methodology and staffing for training needs to be given if the Part II Data sheet specifies training as a specific component of the Assignment/job.
- 8.5. The Technical Proposal shall be in a separate sealed envelope and should not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- 8.6. **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily. Consultants shall quote the rates in Indian National Rupees (INR) only.

9. Taxes:

- 9.1. The Consultant shall fully familiarize themselves about the applicable Domestic taxes (such as: value added or sales tax, or income taxes, cess, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal. Applicable Service Tax will be paid as extra.

10. Currency

- 10.1. Consultants shall express the price of their Assignment/job in Indian Rupees.

11. Earnest Money Deposit (EMD):

11.1. Earnest Money Deposit

- I. An EMD of Rs. **3 Lakh**, in the form of DD drawn in favor of the Director, C&DS, U.P. Jal Nigam and payable at Lucknow, must be submitted alongwith the Proposal.
- II. Proposals not accompanied by EMD shall be rejected as non-responsive.
- III. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- IV. No bank guarantee will be accepted in lieu of the earnest money deposit.
- V. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

- 11.2. The EMD shall be forfeited by the Employer in the following events:
- I. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
 - II. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
 - III. If the consultant tries to influence the evaluation process.
 - IV. If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

12. Performance Security:

The consultant will furnish within 10 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee from any Indian Nationalized Bank/IDBI/ICICI/AXIS/HDFC Bank (substantially in format enclosed as Form FIN-2) for an amount equivalent to 10% of the total contract value to be received by him, towards Performance Security valid initially for a period of 6 months beyond the date of completion of services. The Performance Security will be released by C&DS after successful completion of the consultancy assignment, i.e. after approval of the DPR from High Powered Committee constituted under SBM.

13. Procedure For Submission Of Bid Documents:-

- 12.1. The Consultant shall submit original and one copy of the Technical Bid as well as the Financial Bid. The bidder shall seal the Technical Bid and the Financial Bid in two separate envelopes, which shall be marked as **“Technical Bid”** and **“Financial Bid”**. These two envelopes and one envelope containing Earnest Money Deposit (EMD) and cost of Bid document marked as "EMD" over it, shall then be sealed in a separate outer envelope.
- 12.2. The Bid shall be typed or written in indelible ink and each page shall be signed by an authorized signatory of the Bidder or an Individual, as applicable. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be signed by the person(s) signing the Proposal.
- 12.3. An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked **“ORIGINAL”**.
- 12.4. Each of the envelopes, must be super-scribed with the following information:
- Name and Address of Bidder:
- Contact person and phone numbers:
- "Selection of Consultancy Firm For Preparation of Detailed Project Report (DPR) for Solid Waste Management for Hardoi Cluster (Uttar Pradesh)"**
- 12.5. The Consultant shall keep the offer valid for 90(Ninety days) from the date of submission of the bid.

13. Opening Of The Bid:

- 13.1. Sealed bids can be submitted on or before the scheduled time and date through post/courier or physical deposit at the office of the issuing authority. Bids received after the due date and time, for any reason whatsoever, shall not be entertained. Telegraphic, faxed, emailed, conditional or incomplete Bids shall not be entertained.
- 13.2. On the date of opening of the Bid, the envelope containing EMD will be opened first and if the Earnest Money Deposit and cost of Bid document, is found in full and requisite form, then the corresponding envelope will be processed for evaluation. The envelope of those bidders whose Earnest money is not found full or in the prescribed form or who had not paid the cost of Bid document as prescribed, will not be opened.
- 13.3. The contents of the Technical Bid will be scrutinized and a shortlist of the bidders based on the technical evaluation shall be prepared. The “Financial Bid” of only short listed bidders, who have scored a minimum 60% (Sixty percent) marks shall be opened on the date and time as fixed, after due intimation to the short listed bidder.

14. Evaluation Criteria Of Proposals:

A two stage procedure will be used in evaluating the proposals with evaluation of the technical proposal being completed prior to any financial bid being opened and compared. The financial bids of only those consultants who have secured at least 60% score in the evaluation of technical proposal will be opened.

The evaluation of technical proposal will be based on obtainable points considering understanding of the assignment, expertise of the agency, experience, proposed approach and methodology, experience and qualification of the proposed team and proposed work plan.

The financial bid will be ranked in terms of their evaluated cost. The least cost bid for a Cluster will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost will be considered for award of contract. Tender incomplete in any respect will be rejected.

15. Detailed Marking Scheme For Technical Evaluation:

S. No	Criteria	Maximum Marks
1	Firms General Experience in Similar Assignments	250
A	Experience of preparation of DPRs on solid waste management in past 10 years	200
B	Relevant experience in preparing feasibility studies, master plans relating to solid waste management, regulatory frame work etc.	50
2	Approach & Methodology for proposed assignment	100
A	Understanding of Objectives	25
B	Quality of Methodology	50
C	Work Program	25
3	Qualification and Experience of Team Leader & Other Key Professionals	150

A	Team Leader cum SWM Specialist	40
B	Civil engineer & landfill design expert	25
C	Process Engineer	25
D	Environmental Expert	20
E	Municipal Finance and Institutional Expert	20
F	Social and Public Participation Expert	10
G	Capacity Building and Training Expert	10

16. Eligibility Of Bidder:

- The firm should be registered under The Companies Registration Act, 1956 and be one among 47 firms empaneled by MoUD for preparing DPRs on solid waste management.
- The Agency should have a minimum average annual turnover of Rs. Two Crores during the last three years ending on 31st March, 2015. A Certificate from a Chartered Accountant will have to be submitted with the proposal.
- The Agency should have been in existence for at least three consecutive years ending March, 2015.
- The agency should have experience of having prepared at least 3 or more DPRs on solid waste management during last three years ending 31st March, 2016 covering a minimum population of 6 lakhs.
- The agency should have minimum 4 teams of technical personnel who could undertake surveys, investigations and work of preparation of DPRs simultaneously for sub-clusters within the cluster of cities/ towns covered in this RFP.
- Bidder with working experience in the state would be preferred.
- The Bidder should note that DPRs prepared by Key Professionals in their individual capacity will not be counted as experience of the consulting firm.

17. Negotiations:

- 17.1. Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 17.2. **Technical negotiations:** Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Assignment/job”. Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the

Consultant.

- 17.3. **Financial negotiations :** After the technical negotiations are over, financial negotiations could be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Consultants will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
- 17.4. **Availability of Professional staff/experts:** Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- 17.5. **Conclusion of the negotiations:** Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

18. Award of Contract:

- 18.1. After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- a. The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.
 - b. The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

19. Confidentiality

- 19.1. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

20. DURATION OF ASSIGNMENT

The duration of assignment for satisfactory performance of the services will be for a period of Three months and all activities are to be completed in this period. All expenses required for this purpose, including travelling, boarding, lodging, organizing meetings/presentations etc will have to be included in the one lump sum fee to be quoted for the cluster as financial bid.

INSTRUCTIONS TO CONSULTANT

Part-II

DATA SHEET

Clause No. of Data Sheet	Ref of ITC	Particulars	
1	1.2	Name of Employer:	Construction & Design Services, U P Jal Nigam, Lucknow
2	1.2	Name of the Assignment/job is:	Consultancy Services for Preparation of Detailed Project Report (DPR) for Solid Waste Management for Ghaziabad Cluster
3	1.5	A pre-proposal meeting will be held: If Yes, Indicate date, time and venue	Yes, 28.06.2016
4	13	Date & time and address for submission of proposal/ bid: Date: Time: Address:	07.07.2016 15.00 Hours Director, C&DS, U.P. Jal Nigam, TC-38V, Vibhuti Khand, Gomati Nagar, Lucknow-226010
5	1.5	The Employer's representative is: Address: Telephone: Facsimile: E-mail:	Mr R N Goel, General Manager (N-8) TC-38-V, Vibhuti Khand, Gomtinagar, Lucknow 05221718985 05222728988 gm8@cdsupjn.org

Clause No. of Data Sheet	Ref of ITC	Particulars	
		The Employer will provide the following inputs and facilities:	NA
		The Employer envisages the need for continuity for downstream work: Yes /No [If yes, outline in the TOR the scope, nature, and timing of future work]	Yes,
	13.5	Proposals must remain valid for .. days after the submission date,	120 days
		Clarifications may be requested not later than ..days before the submission date.	5 days
		The address for requesting clarifications is: Facsimile: E-mail:	Director, C&DS, U P Jal Nigam, Lucknow 05222728988 director@cdsupjn.org
	8.4	The formats of the Technical Proposal to be submitted are:	
		Form Tech 1: Letter of Proposal submission Form Tech 2 : Consultant's organization & experience Form Tech 3 : Comments & suggestions on TOR Form Tech 4 : Approach & methodology Form Tech 5 : Team composition Form Tech 6 : Curriculum vitae Form Tech 7 : Staffing Schedule	

Clause No. of Data Sheet	Ref of ITC	Particulars	
		Form Tech 8 : Work Schedule Form Tech 9 : Comment / modification suggested on draft contract. Form Tech 10 : Information regarding any conflicting activities and declaration thereof	
	10.1	Consultant to state the cost in Indian Rupees:	INR
	13	Consultant must submit the original and two copies of Technical Proposal, and the original of the Financial Proposal.	
	15	Evaluation Criteria : Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed :	
		Expected date for commencement of consulting Assignment/job [Insert date] at: [Insert location]	

Section 3

Technical Proposal - Standard Forms

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees..

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 4 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:

Name of Firm:
Address:

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B - Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job. In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

1. Firm's name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	

1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months) :	
1.6	Name of Employer:	
1.7	Address:	
1.8	Total No of staff-months of the Assignment/job:	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	
1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any:	
1.13	No of professional staff-months provided by associated	
1.14	Name of senior professional staff of your firm involved and functions performed.	

1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	
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Note : Please provide documentary evidence from the client i.e copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.** The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) **Organization and Staffing.** The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sr. No.	Name of Staff	Name of Firm	Area of Expertise	Position / Task assigned for

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
[For each position of key professional separate form Tech-6 will be prepared]:
2. Name of Firm:
[Insert name of firm proposing the staff]:
3. Name of Staff:
[Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:
[List countries where staff has worked in the last ten years]:
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of

employment, name of employing organization, positions held.]:

From [Year]: [To Year]: Employer:

Positions held:

12. Detailed Tasks Assigned
[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Signature of staff member or authorized

Place: representative of the staff]

[Full name of authorized representative]:

STAFFING SCHEDULE

S.No. Months	Name of Staff	Staff input (in the form of a bar chart)												Total
		1	2	3	4	5	6	7	8	9	10	11	12	

1.

2.

3.

Note:

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

WORK SCHEDULE

S.No. Months	Activity	Months												Total
		1	2	3	4	5	6	7	8	9	10	11	12	

- 1.
- 2.
- 3.
- 4.

- 1 Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

Section 4.

Financial Proposal - Standard Forms

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1]. This amount is inclusive all domestic taxes excluding Service Tax. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 4 of the Part II Data Sheet.

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

We remain,

Yours sincerely, Authorized Signature
[In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**PERFORMANCE SECURITY
(PERFORMA OF BANK GUARANTEE)**

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (*Name of the Bank*) having its Head/Registered office at _____ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

Director, Construction and Design Services, U P Jal Nigam, having its principal office at TC-38V, Vibhuti Khand, Gomtinagar, Lucknow (hereinafter referred to as “**C&DS**” which expression shall unless excluded by or repugnant to the context, be deemed to include its administrators, successors and assigns) ;

WHEREAS

- A. By this Agreement (“AGREEMENT”) being entered into between C&DS and _____, a company incorporated under the provisions of the _____ having its registered office at _____, (“Consultant”), the Consultant has been granted the consultancy contract for _____ (hereinafter referred to as “The Project”).
- B. In terms of Article 12 of the Agreement, the Consultant is required to furnish to C&DS, an unconditional and irrevocable bank guarantee for an amount of Rs. _____ only as security for due and punctual performance/discharge of its obligations under the Agreement.
- C. At the request of the Consultant, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/ discharge by the Consultant of its obligations relating to the Project;

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- 1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.
- 2. The Guarantor hereby irrevocably guarantees the due and punctual performance by _____ (hereinafter called “Consultant”) of all its obligations relating to the Project in accordance with the Agreement.
- 3. We.....do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the C&DS stating that the amount

claimed is due by way of loss or damage caused to or would be caused to or suffered by the C&DS by reason of breach by the said Consultant of any of items or conditions contained in the said agreement or by the reason of the Consultant's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs.

4. We undertake to pay to the C&DS any money so demanded notwithstanding any dispute or disputes raised by the consultants in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.
5. Wefurther agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of C&DS under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or C&DS certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Consultant and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the.....we shall be discharged from all liabilities under this guarantee thereafter.
6. We, further agree with the C&DS that the C&DS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the C&DS against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant or for any forbearance, at or commission on the part of the C&DS or any indulgence by the C&DS to the said Consultant or by any such matter or thing whatsoever which under the law relating to the securities would, but for this provision, have effect of so relieving us.
7. This guarantee shall not be discharged due to the change in the constitution or winding up of the Consultant/the Guarantor or any absorption, merger or amalgamation of the Consultant/ the Guarantor with any other Person.
8. We,lastly undertake not to revoke this guarantee during its currency except with prior consent of the C&DS in writing.

9. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by _____ Bank
by the hand of Shri _____
its _____ and authorised official.

Section 5

Terms of Reference

Proposed Uttar Pradesh Solid Waste Management Improvement Project
Preparation of Detailed Project Reports
Terms of Reference

The State Government of Uttar Pradesh (GoUP) has applied for a loan from the World Bank to finance a part of the UP Solid Waste Management Improvement Program (UPSWMIP) in selected urban local bodies (ULB) in the State. Construction and Design Services (C&DS), UP Jal Nigam, acting on behalf of GoUP and the concerned ULBs, invites selected Consultants to submit proposals to undertake preparation of the Detailed Project Report (DPR) in accordance with the terms of reference described below.

BACKGROUND

Uttar Pradesh (UP) has 634 urban local bodies comprising 14 Municipal Corporations, 193 Municipal Boards and 427 Nagar Panchayats, where solid waste management (SWM) services are inefficient and inadequate. SWM improvement projects have been implemented recently in 27 of the larger ULBs under the JnNURM program. Under this program, SWM improvements were implemented through 30-year PPP concessions for the entire service (collection to landfill for towns with installed capacity more than 200TPD and for processing, disposal and landfilling for Towns having waste generation less than 200TPD). However, more than half the concessions have failed, suspended or are in arbitration for a number of reasons, which are: (i) PPP contractors received at least 50% capital cost subsidies, yet they had no experience to anticipate and mitigate risks associated with concession contracts; (ii) concessionaires lack of foresight and internal mismanagement; (iii) PPP contracts transferred many of the risks to the contractor, including collection of solid waste user tariffs that were linked to the collection performance; (iv) ULBs lacked funds to meet payment obligations to service providers; (v) the requirement that no more than 20% of waste be disposed in landfills was not feasible due to the lack of market for composting and refuse-derived-fuels (RDF), which resulted in the accumulation of reject waste at the processing plant sites; and (vi) compost sales were affected by poor quality (high silt content from street sweepings), low nutrient value compared to fertilizers, and transport costs which were higher than the cost of (subsidized) fertilizers (urea); and (vii) tipping fees were linked to user fee collection by concessionaires, and concessionaires had their tipping fee reduced for poor user fee collection, and were thus not able to sustain services.

SWM is the statutory responsibility of ULBs. However, ULBs have very weak management capacity, staffing, and meagre own source revenues. ULBs generate only about 10% of own source revenue, on average, and depend heavily on the State Finance and Central Finance Commission grants, of up to 80%-90%, for capital and O&M expenditures. ULBs also have accumulated cash surpluses from grants received, due to their inability to prepare, implement and manage projects. ULBs therefore have no incentives to increase own source revenues, nor is there a will to increase cost recovery for services provided. It has been reported that there have been no adjustments of any utility tariffs in UP for about 20 years. There is no user fee for SWM, except in 27 towns where SWM projects were implemented under the first phase of the JnNURM, where a user fee was introduced, but collections were about 40% only.

Solid Waste Management Improvement Plan for UP (by COWI Consultants) In 2014, GoUP prepared a Solid Waste Management Improvement Plan for UP with the help of an international consultant (COWI Consultants), under a World Bank technical assistance project. Seventeen ULBs were studied in detail, including existing service levels, waste generation, waste composition, waste characterization, financial analysis, social impacts, etc. Detailed proposals were developed for the 17 ULBs studied including waste separation at source, collection and transportation, waste recycling, waste utilization and processing, and landfill

disposal. A planning model, with iterative capability, was also developed to facilitate replication of the approach for other ULBs in the State.

GoUP Solid Waste Management Improvement Program. The GoUP plans to implement SWM improvements in all 634 ULBs excluding the 27+2 towns covered under the Phase 1 of the JnNURM/Airfield SWM program in conformity with Solid Waste Rules 2016 and Component IV (solid waste management) of the Swachh Bharat Mission (SBM). Directives of the National Green Tribunal (NGT) will be observed through adoption of the cluster approach, where ULBs within a 50 km travel distance will be served by one regional landfill. The Program will be implemented in three phases. The UPSWMP will be the first phase of the GoUP's SWM improvement program, and will be financed by the SBM, GoUP and the World Bank.

Scale of the Solid Waste Management Problem in UP. The total waste generated in 634 towns of UP is estimated at 15,318 tons/day. SWM improvements in the 27 towns under the JnNURM addressed waste generation of 6,474 tons/day. The balance SWM improvements to be addressed in 607 towns amounts to 8,844 tons/day (average waste/town: 14.5 tons/day). The implementation of UP SWM Program will focus initially on large population centers with large waste generation to facilitate more viable operations and achieve greater environmental benefits.

THE ASSIGNMENT

The Consultant is required to prepare DPRs for solid waste management improvements in selected ULB clusters, comprising about 20 ULBs per cluster on average, satisfactory to the GoUP and the World Bank. Four ULB clusters have been identified for study for World Bank financing. Each consultant will be assigned one cluster. The selected clusters are: Ghaziabad, Hardoi, Bijnor and Unnao. Names and populations of ULBs in each Cluster are described below:

Cluster Name- Ghazibad				
NO.	Name of Dist	Name of Town	Population (2011)	Population (2014)
1	Meerut	Kharkhoda	14364	14942
2		Kithaur	27933	29376
3	Hapur	Babugarh	5452	5314
4		Pilkhausa	83736	89566
5	Ghaziabad	Niwari	9000	9205
6		Patala	9500	9431
7		Modinagar	130325	135945
8		Dasna	34914	38861
9		Loni	516082	601157
10		Muradnagar	95208	102622
11		Fareed Nagar	12785	13277
12	Bulandshaahar	Khurja	111062	115056
13		Bulandshahar	222519	238566
14		Sikandrabad	81028	84712
15	Amroha	Jhangirabad	59858	62660
16		Begrasi	14992	15724
17		Siaina	44415	46183
18		Gulaothi	50823	53472

Total	1524201	1665864
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Cluster name- Hardoi				
NO	Name of Dist	Name of Town	Population(2011)	Population (2014)
1	Hardoi	beniganj	10,173	10269
2		Bilgram	29,768	31,259
3		Gopamau	15,526	16,525
4		Kachhauna	15,647	16,352
5		Hardoi	1,26,851	1,31,508
6		Kursath	5,924	6,008
7		Mallawan	36,915	38,619
8		Pihani	36,014	39,030
9		Sandi	26,007	26,902
10		Sandila	58,346	61,521
11		Shahbad	80,226	84,398
12		Madhoganj	11,523	12,208
13	Unnao	Bangarmau	44,204	46,239
14		Ganj Muradabad	10,957	11,483
Total			508081	5,32,321

Cluster Name- Bijnor				
NO.	Name of Dist	Name of Town	Population (2011)	Population (2014)
	Bijnor	Bijnor	93297	97942
1		Chandpur	83441	88611
2		Dhampur	50997	52305
3		Haldaur	19567	20167
4		Jhalu	20978	21713
5		Nagina	95246	103867
6		Nehtaur	47834	48941
7		Noorpur	38806	40527
8		Sahaspur	24463	25650
9		Sehoara	48557	50019
10		Sherkot	62226	65340
11	Moradabad	Kantah	26381	27282
12		Thakurdwara	37567	47333
13		Umarikalan	17803	18634
14	Amroha	Amroha	198471	209729

15		Dhanaura	30007	31900
16		Gajraula	55048	60678
17		Joya	18377	20237
18		Bachhraon	31101	32683
Total			1000167	1063558

Cluster Name- Unnao				
NO	Name of Dist	Name of Town	Population (2011)	Population (2014)
1	Unnao	Unnao	177658	188953
2		Gangaghat	84072	88,519
3		Hyderabad	7697	7,948
4		Maurawan	15484	15,938
5		Mohan	15071	15,561
6		Nawabganj	11545	12,112
7		Nyotini	7577	7,720
8		Purwa	24467	25,517
9		Rasulabad	7928	8,148
10		Sofipur	25688	26,774
11		Ugu	6318	6,309
12		Bighapur	6501	6,564
13		Fatehpur Chaurasi	6715	7,162
Total			396721	417225

This assignment is for the Ghaziabad cluster. Site for regional landfill have been tentatively identified, which is still to be acquired. A schematic cluster map is attached. The location of the identified landfill site and coordinates are provided below.

The Consultant is required to prepare and deliver the DPR in three parts:

- (i) **DPR Report 1:** for primary collection, secondary storage and transport to processing plant, with *requirements of tools, equipment and vehicles with quantities, technical specifications and costs to be delivered in 45 days after commencement of the assignment;*
- (ii) **DPR Report 2:** for waste processing facilities; and
- (iii) **DPR Report 3:** for sanitary landfill and collection & transport of inert non-combustible waste from different processing plants in the cluster.

Guidelines for Feasibility Studies/Detailed Project Report Preparation

Consistency with World Bank, Swachh Bharat Mission, and GoI Requirements. Detailed project proposals must conform to requirements of the Solid Waste Management Rules, 2016, World Bank requirements including detailed analyses, alternatives analysis, World Bank procurement procedures, and comply with the safeguard policies of the GoI and the World Bank, in addition to requirements of the State of UP. The outputs of the Consultant's work need to demonstrate that the topics described above have been addressed satisfactorily in developing the feasibility/detailed project reports (DPR). Bidders need to be aware that the requirements for detailed project preparation for UPSWMP exceed those required under the SWM Toolkit.

Comprehensive Analysis. Investments proposed must be the result of detailed technical financial, economic study and analysis that take account of social and environmental safeguards.

Analysis of Alternatives to Develop Least Cost Solutions. Alternatives analyses will be undertaken to *demonstrate quantitatively through iterations for alternative scenarios*, that least cost environmentally, socially and technically viable solutions have been developed and selected for the project design.

Technical Proposals. The Consultant should propose SWM improvements that provide an efficient and viable service, and service levels that can be realistically borne by ULBs or C&DS, and must conform to the Implementation Guidelines of SBM, Solid Waste Management Rules, 2016 including any amendments thereof, global best practice, and National Green Tribunal (NGT) directives including the adoption of the cluster approach formed around landfills within travel distance of 50 km, and development of combined processing plants and landfills where economically feasible.

Institutional Analysis and Institutional Strengthening. The Consultant must review the existing institutional arrangements, identify the deficiencies, and areas for improvement for effective SWM. The consultant will outline the institutional responsibilities and associated contractual and legal arrangements for the facilities and services during design, construction, operation and closure. They will also develop a capacity building program for the ULBs and C&DS as well as an operational manual for executing the program for C&DS.

Financial Analysis. The Consultant will undertake a financial analysis to develop costs and user fees for the various scenarios; assess the capacity of the ULBs to meet the expenditures. A financing plan will also be prepared, considering grant transfers from the central government and state governments finance commissions; the level of subsidies required to sustain services; and to calculate financial rates of return for the investment scenarios.

Economic Analysis. The consultant will carry out a detailed economic analysis and calculate internal rates of returns including sensitivity analyses using standard methods meeting World Bank requirements.

Consultation Process: The consultant will undertake a consultation process with various stakeholders including but not limited to ULBs, RWAs etc. as part of the development of the work and document the results.

Reference Studies/Work on Solid Waste Management: The consultant tasks will benefit from the following past and ongoing work related to the project preparation:

- Solid Waste Management Improvement Plan for UP (2014-COWI Consultants);
- SWM Planning Model by COWI Consultants

- C&DS project preparation work (ongoing).

Complementary Consultancies Planned. The Consultant is requested to work closely with the Safeguards Consultant to be selected by C&DS, to prepare the Social Assessments and the Environmental and Social Safeguards Framework.

SCOPE OF WORK OF THE CONSULTANT

This assignment is to prepare a comprehensive DPR for the cluster in three parts, for SWM improvements in [Ghaziabad/ or Hardoi/ or Bijnor/ or Unnao, including individual DPRs for each ULB in the cluster. The Consultant shall study each ULB and cover at least the following aspects in respect of each town individually, assess the adequacy and suitability of land available with each ULB for waste processing including, composting, biomethanation, Waste to Energy (WtE) or need for setting up common cluster level processing plant(s), and the landfill and finally submit comprehensive detailed report encompassing all the cities/ towns covered in the cluster.

Proposed Strategy for Improving SWM in ULBs. The mission proposed a strategy for SWM improvement based on incremental improvement of services, in conformity with the Swachh Bharat Mission (SBM), GoI Solid Waste Rules, and National Green Tribunal (NGT) rulings, in the following order:

- **First Activity: Making cities cleaner,** through efficient removal of solid waste, through segregation at source, day-to-day collection and transport to processing plants.
- **Second Activity: Reduction of waste for disposal,** through segregation of biodegradables for processing, recovery of recyclable waste for transfer for the waste trade, recovery of combustible waste, that will be used as feedstock for RDF.
- **Third Activity: Disposal of the remaining inert non-combustible waste** (about 20%), that will be constructed as land is allocated.

General Approach for Formulation of SWM Improvements

Planning Horizon. The Consultant shall use a 25-year planning horizon in the design of SWM services.

SWM Service Levels to be Considered. Tentative project design to be used in the proposed UPSWMP includes: (i) door-to-door collection with waste segregation at source into wet and dry wastes; (ii) separate collection and transport of the inert portion in street sweepings direct to landfills, to improve compost quality, including introduction of transfer stations, if necessary; (iii) processing plants for organics and separation of recyclables integrated with landfills if proved economical, if not, decentralized processing plants adopted; and (vi) where feasible, and subject to market conditions and timing, the combustible portion to be used for waste to energy (WtoE) power production); or for sale as feedstock to larger WtE plants.

The principles to observe in developing proposals are, where feasible: to minimize the number of times waste is handled; minimize waste discharged in landfills through recovery and reuse/sale of recyclable waste; separate collection and disposal of the inert fraction of street sweepings directly at landfills, treatment of organic waste through composting or biomethanation; where feasible, conversion of combustible waste to energy/ refuse derived fuels (waste to energy); and disposal of the inert non-combustible portion in sanitary landfills.

ULB Cluster Formation. Regional landfills serving ULBs within a travel distance of up to 50 km have been adopted as a basic principle for SWM improvements, due to the cost of acquiring private land, for economic viability, and the difficulty of securing suitable land for landfills. GoUP has concentrated on locating government-owned waste lands for the landfills. The UP Remote Sensing Applications Center has identified potentially suitable parcels of government-owned waste lands, and formed clusters of ULBs within a 50 km travel distance, covering the entire State, to serve as regional landfills to serve each ULB cluster. About 40 clusters have been demarcated.

Implementation Approach for SWM Improvements. Due to capacity constraints of the ULBs, the Government of Uttar Pradesh vide its' order no.5914/9-5-15-307c/2015 at 01.12.2015 has appointed C&DS, U P Jal Nigam as Project Implementing Agency (PIA), which is responsible for planning and execution of SWM projects. All initial capital costs will be financed by the GoUP and the World Bank, and contractors would need to factor in subsequent capital investment costs for renewals and replacements during the concession period. The proposed approach is outlined in the TOR and will need refinement by the consultant based on the analysis.

Task 1: Review of Documents and Background Material

The consultant will review available documents on SWM improvements in India and globally, and become familiar with the global best practices, and particularly the documents listed below which are directly relevant to the assignment: (i) GoI Solid Waste Management Rules, 2016, and subsequent revisions; (ii) GoI SWM Toolkit and Guidelines; (iii) GoI National Manual on SWM; (iv) GOI Swachh Bharat Mission relating to support for SWM; (v) SWM improvement Plan for UP prepared by COWI Consultants; (vi) SWM Planning model prepared by COWI Consultants; and (vii) SWM improvement projects (27#) implemented by GoUP under JnNURM.

Task 2: Diagnostic of Existing Conditions in ULBs in the Clusters

Profile of Each ULB and Cluster. Collect following data from primary and secondary sources: Area and population; city map; area; population; decadal growth of last three decades; ward wise details of population area; ward wise details of slums and squatter settlements; density of city; and floating population in general and on special occasions; Main industries, tourist/pilgrim destinations. Provide details of current SWM and conduct analysis of: waste generation; street sweeping; and accessibility for collection vehicles.

Waste Generation: Document number and types of waste generators in the city; annual, monthly and daily waste generation rates of past three years; per capita waste generation; waste generation from various sources such as households, commercial establishments, vegetable, fruit, meat, fish markets, offices, hotels and restaurants, from sweeping of streets and drain cleaning, etc.; and waste characterization - physical and chemical if available. To the extent possible, primary survey data shall be used, with some extrapolation across ULBs in the cluster.

Streets Sweeping: Document arrangements for street sweeping including principal commercial streets lengths; other important roads including length/width; and other streets, lanes and bye lanes including length. Document the current means of disposal of swept debris and silt.

Waste Collection and Accessibility: Provide details of waste collection arrangements and percentage of population/households living in inaccessible areas that cannot be served through

motorized light commercial vehicle (LCV) for waste collection and need to be served through handcarts/tricycles or other manual devices.

Role of the Informal Sector: Survey and document the role of the informal waste pickers, amount of recyclables extracted by them, and possible mechanisms to expand their role for door-to-door collection.

Secondary Storage of Waste: Document ward-wise details of number of secondary storage depots, types of depots, open sites, masonry bins, dhalaos, bottomless containers, covered containers, etc., their size/capacity, and synchronization between waste collection and secondary storage.

Transportation of Waste: Document number and type of vehicles used, their capacity, frequency of transportation, number of trips made by each type of vehicle and quantity transported by each type of vehicle, extent of manual loading vis a vis mechanical loading, quantity and % of waste transported each day, etc.), synchronization between primary collection, secondary storage and transportation of waste.

Processing of Waste: Describe any waste processing done now, including the availability of land for processing of waste, processing technology, capacity of the plant, waste processed each day, percentage of product and rejects derived from the process, marketability of the product derived

Final Disposal of Waste: availability of land for waste disposal; current methodology of waste disposal; whether there is sanitary landfill duly constructed; tools and equipment available at site; capacity of landfill cell; and expected life of landfill.

Institutional Aspects. Document arrangements in ULB for SWM. Provide details of institutional structure of the municipal department responsible for solid waste management, decision making process, delegation of powers, etc. Document the staff involved in solid waste management in various levels and categories such as technical, managerial, supervisory and field. Document the categories of employment such as permanent, on temporary or daily wage contract and personnel employed by contractors.; Document availability of tools, equipment and vehicles for SWM, their age, working condition.

Finances of ULBs:

(i) Collect data of at least last 4 years, for the following:

1. Own revenue income (both tax and non-tax revenue in different heads)
2. Revenue grants from State or Central Government
3. Own capital income (including sale of properties)
4. Capital grants from State or Central Government (including the heads under which grants are provided)
5. Revenue expenditure (under different heads)
6. Capital expenditure (under different heads)
7. Revenue deficit or surplus
8. Overall deficit or surplus

For these heads, make a comparison of budgeted Vs actual numbers.

(ii) For the three highest contributors to own-source revenue, analyze the demand and collection performance for the last four years

(iii) Identify the budgeting process for solid waste management.

(iv) For solid waste management functions, collect data on:

- a) Budgeted and actual expenditure under various heads (salary, fuels, electricity, vehicles, contracted or outsourced costs, etc.)
- b) Identify revenue streams if any for solid waste management including cess within or in addition to property tax, user charges, revenues from sale of recyclables or other by products, State or central government grants (both revenue and capital) earmarked for solid waste management
- c) item-wise expenditure on street sweeping, door to door waste collection, transportation, processing, disposal of municipal solid waste; and
- d) expenditure on training and capacity building.

(v) Identify the extent of cost recovery for solid waste management from (a) user charges and other revenues from sale of recyclables or byproducts, (b) from cess or surcharge on property tax or other municipal revenue sources, and (c) from State or central Government grants earmarked for solid waste management. Identify how the costs of solid waste management are financed by solid waste management related revenues, other municipal revenue sources and State or central Government grants. Identify the percentage of municipal revenue (own income as well as total revenue income) that is earmarked for solid waste management.

(v) *Solid waste user fees*: Review whether SWM user fees or SWM (city cleaning) tax is levied; and full details of rates prescribed, billing performance, collection modalities, collection efficiency, mechanism in place and measures taken to recover the user fees from defaulters etc. Document if any charges are collected by outsourced contractors from households or commercial establishments.

(vi) *Private sector participation outsourcing/PPP*: Describe whether outsourcing to private sector is practiced, document the contracting method, payment mechanism, contractor responsibilities and obligations, performance specifications, track record of performance and a summary of learnings from the identified private sector participation/ outsourcing.

Deliverables: Diagnostic report.

Task 3: Analysis of Alternatives to Improve Service Levels

Technical Criteria. Based on document review and site investigations, provide recommendations for population projections for ULBs; waste generation rates; waste composition; waste characterization, percent of inert waste disposed in landfills and land requirements for 25 years.

Environmental Standards. Based on Pollution Control Board requirements, provide details of environmental requirements for waste processing including but not limited to compost making, waste disposal, and treatment of leachate.

Alternatives Analysis. Based on review of existing conditions, develop various scenarios for SWM improvements, and analyze them for adaptability in UP conditions, affordability, least cost, environmental safety. Scenarios described below, but not limited to, need to be analyzed:

- (a) waste separation at source, with separate bins provided by owners or financed under the project;
- (b) use of waste pickers for collection or only separation at a storage point, or transfer station or processing plant;
- (c) secondary separation to recover more recyclables and improve quality of compost
- (d) transfer stations necessary to economize on transportation costs
- (e) processing in each ULB rather than in decentralized processing plants;
- (f) labor intensive composting with some separation is more economical due to small volumes of waste and high transport costs not affordable by small ULBs;
- (f) economics of combining processing plants at the same location as the landfills;
- (g) separated inert street waste is more economical to transport direct to landfills or conveyed to the processing plants for separation and then transported to the landfills;
- (h) economic justification for individual landfills for ULBs;
- (i) revenue generation to meet O&M costs and timely payments to service providers;
- (j) guarantees from GoUP to assure successful operation of SWM.
- (k) institutional responsibilities
- (l) contracting models;

Deliverables: Description of analysis of alternatives and justification for choice of proposed alternative.

Task 4: Investment Plan for Primary Collection, Secondary Storage and Transport (to Processing Plant)

The Consultant must provide recommendations for least cost arrangements, and tools, equipment and vehicles requirements for waste collection, secondary storage and transport to processing plants, supported by quantitative evidence of alternative analyses carried out, as described below:

Waste separation at source: (i) number of waste categories which may be separated at source; number, type and size of bins to be used for storage of waste by waste generators; need for providing support, e.g., household bins, and awareness-raising (IEC), including costs; and (ii) provide a framework for involving informal sector in waste collection.

Primary collection to storage points: (i) method, frequency, and time of collection; (ii) frequency and time of collection; type of vehicles and equipment required; (iii) requirements of manpower, total vehicles, equipment, including costs; (iii) options and method for use of informal sector of rag pickers for collection, recycling, waste separation, and waste processing.

Street sweeping: (i) total length of roads swept, and frequency; and (ii) costs of manpower, tools and equipment required for collection of inert waste, excluding street sweeping which will remain a function of ULBs outside the project.

Secondary storage: Based on city area, road length and wards: (i) quantity of waste expected to be deposited at the depots; (ii) number and type of secondary storage points required to cover the city, including engineered stands, bin sizes, including costs; (iii) suitable/strategic locations for bins, distance between two bins; (iii) vehicle routes and bin locations; and frequency of clearance of bins; (iv) costs of manpower, civil works (for stands), tools and equipment required.

Waste Transportation. For the quantity of waste to be transported daily, (a) develop least cost alternatives for different distances traveled, and factoring road conditions, for transport of wastes from storage area to a transfer station or processing facility; processing integrated with landfill location; and alternatives for distance of landfill from collection area/transfer station/processing facility; (b) number of trips required; (c) type, capacity and number of vehicles required, including costs, including the number of stand by vehicles required for preventive maintenance and during breakdowns. *The Consultant will assess and recommend if there is the need for introduction of transfer/separation facilities to reduce transport costs*

Investment Plan: Based on the above, to identify the **investment needs for one life cycle** of collection and transport. In particular, the consultant will define the investments needed for equipment including but not limited to: (i) household waste bins; (ii) secondary storage bins; (iii) collection bins for waste and selective/street collection; (iii) trucks for collection and transportation; (iv) collection carts; (v) uniforms and personal protective equipment. The consultant will develop the investment plan including the technical specifications and estimated costs.

***Deliverables:* (i) proposed investment needs for collection and transport services; (ii) investment plan including cost estimates; and (iii) technical specifications for the initial investments.**

Task 5: Investment Plan for Processing Plant (Separation of Biodegradables and Processing, Recovery of Recyclables, and Recovery of RDF)

The Consultant must provide recommendations for waste reduction through processing and recovery of reusable resources, supported by quantitative evidence of alternative analyses carried, as described below:

Waste processing, separation and materials recovery/transfer stations: Based on the analysis of alternatives of locations of processing facilities, need for a transfer station and ULBs covered, waste characterization studies, markets for use of processed and separated waste, likely performance of source segregation and technologies, develop a design for waste processing and separation plants.

Recovered Waste Disposal (Recycling). Provide recommendations for end use or treatment of recovered waste resources (high value recyclables, low value recyclables, compost, combustible material to waste to energy users, either through partnerships, sale or reuse, or leaving all recycling and marketing to the recycling industry.

Demand Study for Products from Waste Processing: The consultant shall undertake a review of the demand for end uses for processed waste in the ULB cluster including:

- A review current plans, memorandum of agreement, memorandum of understanding, etc., that the ULB's have entered into or are considering with the private sector to develop treatment technologies and projects.
- Conduct rapid global market study of the viable technology options for waste treatments that are suitable for India's/UP's cultural, climatic, relief, ground, temperature and waste economic viable to operate.
- For the various waste treatment technology options, be they, composting, waste to energy, refused derived fuels (RDF), anaerobic and aerobic digestion, etc., conduct a comprehensive market study, based on demand for each product, quality and reliability of demand, availability and reliability of supply, availability of secondary/ancillary

infrastructure to facility supply (e.g. proximity of local grid, transmission lines, etc.) proximity of demand, pricing structure and tariffs, incentive schemes, regulatory framework, inter alia.

Technology Options: Based on potential demand for end-uses, waste characterization, technical, environmental and social and legal requirements, consider viable options and provide recommendations for end use or treatment of recovered waste resources (high value recyclables, low value recyclables, compost, combustible material to waste to energy users, either through partnerships, sale or reuse, or leaving all recycling and marketing to the recycling industry. Based on realistic performance of source segregation and processing technologies, develop phased, conservative estimates of the potential diversion of waste from the landfill for use in design capacity of the landfill and processing plants.

Design: Based on the above analysis elaborate: (i) technologies, capacity and conceptual design of the facilities, and recommend the technology option; (ii) requirements of land, equipment and facilities, specifications and costs; and (iii) indicate availability of suitable land that meets the parameters specified by the Pollution Control Board.

Deliverables: (i) demand study for products from processed waste; (ii) conceptual design, costs and technical specifications for processing and/or transfer station facility.

Task 6: Investment Plan for Regional Sanitary Landfills, and Transport

Waste Transportation from Processing Facility to Disposal Facility. For the quantity of waste to be transported daily, (a) develop least cost alternatives considering different distances traveled, and factoring road conditions, and alternatives for distance of landfill from collection area/transfer station/processing facility; (b) number of trips required; (c) type, capacity and number of vehicles required, including costs, including the number of stand by vehicles required for preventive maintenance and during breakdowns.

Waste Disposal: Recommendations for landfills must be based on regional landfills, where economical, with a 25 year life, serving ULBs (clusters) within a travel distance of 50 km: (i) Conduct Contour Surveys with Total Station, Hydro-geological Surveys, Detailed soil investigation etc as per CPHEEO Manual. (ii) Provide specifications, preliminary designs and costs for landfills, adequate for a 25-year life, based on daily and annual quantities of residual waste to be landfilled including street sweepings and silt collected from the surface drains from clusters of ULBs; (iii) determine area of land required for landfills, considering government-owned lands identified by GoUP, that meet the environmental requirements of the Pollution Control Board; (iv) develop life-time cost of civil works, and landfill operating equipment and leachate treatment requirements for landfills, as per MSW Rules, 2016 and national manual on SWM. (v) develop plan for closure and rehabilitation of Old Dumps as per CPHEEO Manuals and SWM Rules, 2016, CPCB Guidelines and environmental standards and costs thereon.

Environmental and Social Impacts and Mitigation Measures. Separate consultants will be selected to conduct social and environmental impact assessment of: all stages of SWM improvements proposed; land identified for processing plants and sanitary landfills; social impacts on residents and informal waste pickers, Develop mitigation plans including cost estimates. The consultant shall work closely with the safeguards consultant and include a description of the approach and the cost of mitigation measures in the feasibility study/detailed project reports.

***Deliverables:* Conceptual design, technical specifications and cost estimates for landfills, closure of existing dump sites/landfill operation/post closure operation including all permanent infrastructure of roads and buildings at landfill site, one cell adequate for disposal of waste for 5 to 6 years, and initial requirements of equipment and vehicles for landfill operations and transport of inert waste from processing plants.**

Task 7: Financial and Economic Analysis

Cost estimates and cash flow: For recommended options/scenarios and designs, develop for each service: (i) yearly itemized capital expenditures for the 25-year planning period, for collection and transport to storage points, for processing and transfer facility, and for landfills; (ii) itemized operating costs for collection and transport to storage points, for processing facility, and for landfills; (iii) for waste products and by-products from separation and processing, provide a conservative estimate of operating income from sale of recyclables, compost, combustible waste, etc.; (iii) operating income from user fees from beneficiaries.

The consultant should clearly identify how the existing staff and infrastructure of the ULB can be used in the proposed operations. Identify the reduction in costs calculated above, as a result of using the existing ULB staff and infrastructure and thus identify the incremental capital and O & M expenditure required for the proposed system.

Estimated Payments to Service Providers. Compute tipping fees (gate fees) and management fees to service providers for various implementation scenarios for (a) CAPEX and OPEX for planning period with a pre-tax IRR of 15%; and (b) OPEX only for planning period, incorporating a profit margin of 15%, for the following implementation scenarios, but not limited to:

- (a) For collection service from house to storage points including some separation;
- (b) For waste transportation from storage point to processing plant and secondary separation;
- (c) For waste transportation to transfer station/separation facility, and then to processing plant;
- (c) For processing facility operation including secondary separation;
- (d) For operation of landfill, and construction of a new cell every five years;
- (e) For comprehensive service (collection to disposal) by a single Operator.

User Fees to Households and Commercial Institutions. Based on above computations, calculate necessary user fees to be charged to waste generators for various options including: (i) cost recovery for entire service including capital costs; (ii) cost recovery for operation and maintenance only for entire service and for periodic replacement of equipment and vehicles in the future; (iii) cost recovery for operation and maintenance of collection service only to be borne by waste generators. In all cases, indicate clearly the amount of subsidy to be borne by GoUP/ULBs to meet shortfalls.

Financing Plan. Develop revenue mobilization plans for meeting operation and maintenance costs for collection, transportation, processing and disposal of waste including costs of periodic replacement of tools, equipment, vehicles, parts of processing facility and construction and closure of landfill cell every 3 to 5 years during the concession period of 25 years.

Based on affordability and willingness to pay, calculate user charges that can be collected and the level of subsidies required for each scenario from the ULB and GoUP, and recommend affordable user fees for households based on willingness to pay surveys. Indicate how the user fee will be collected, and how any deficits would be met.

Economic Analysis: The consultant will undertake an economic cost-benefit or cost-effectiveness analysis of the service provision to be provided through the investments based on World Bank and Government of India guidelines.

Deliverables: (i) cash flow analysis including estimated investment and operating costs by service; (ii) estimated payments to service providers; (iii) user fees analysis; (iv) financing plan; and (v) economic analysis.

Task 8: Implementation Arrangements and Operator Models.

The Consultant is advised that RFPs, contracts and agreements will be prepared, by a transaction advisory services consultant engaged under a separate contract.

Based on lessons learned under the JnNURM projects, the capacity of domestic contractors to provide capital funds, and to reduce risks, it is proposed that all initial capital fund requirements will be financed by the GoUP, SBM and the World Bank. Subsequent capital fund requirements will be financed by ULBs through replacement fund to be set up. An initial set of administrative, investment, operational and financing responsibilities have been proposed for the solid waste services in the participating ULBs. This is summarized below:

Service	Administration	Investment	Operation	Financial
Street sweeping	ULB	Through Project	ULB	ULB will bear the costs.
Waste collection and transportation to processing center - household and commercial, and collection of street sweepings from bins in city	ULB	Tools, equipment and vehicles procured by C&DS through Project.	Private company procured to operate for 7 years. Operator procured by C&DS, but managed by ULBs. New operator will be procured after 7 years.	Payments made by ULBs, with appropriate assurance mechanism.
Processing and Transfer station/MRF	ULB	Works and equipment procured by C&DS through Project.	Private company procured to operate for 15 years. Operator procured by C&DS. Facility replacement after 15 years. New operator will be procured after 15 years	Payments made by ULBs with appropriate assurance mechanism.
Waste disposal, and processing plant rejects, and street sweepings collection from	ULB	All permanent site infrastructure, buildings, first cell (for 5-6 years), and	Private company contracted to operate the landfill 25 years. Procured by C&DS.	Payments made by ULBs with appropriate assurance mechanism.

Service	Administration	Investment	Operation	Financial
processing center and transport to landfill		vehicles and equipment, procured by C&DS through WB loan		

The proposed responsibilities of each institution include the following:

A State level agency- the Solid Waste Management Cell in C&DS, is proposed to be tasked with the program management for the UPSWMIP. Based on the analysis of institutional capacities of the ULBs and the State level agency identify institutional responsibility for:

- a) A carrying out inter-ULB activities like landfill, processing (where applicable), monitoring of waste contribution from individual ULBs, payment responsibilities for each ULB etc.
- b) Equipment procurement for (i) ULB level requirement such as waste collection equipment: and (ii) procurement of equipment requirements for processing plants and landfills , collection contractors,
- c) Procurement of operators for: (i) waste collection and transport; (ii) operators for processing facilities; and (iii) operators for regional landfills.
- d) Dispute resolution between ULBs, common facility and contractors/ operators.
- e) Interfacing and reporting to GoUP and World Bank.

The ULBs responsibilities are proposed to be:

- a) Operating the street sweeping services with their own resources, and depositing street sweepings in bins provided under the project;
- b) Responsibility for collection and transportation of residential and commercial waste and supervision of related contracts;
- c) Responsibility for collection of selective collection and supervision of related contracts;
- d) Responsibility for Operation & Management of Landfill facility including related contracts.

The consultant will review the proposed arrangements and outline the detailed responsibilities for each service with particular emphasis on management of regional landfill facility, contractor and institution considering alternative scenarios including separate or combined contracts and shared or differentiated administrative responsibilities for the services. Based on the analysis the consultant will outline the detailed responsibilities for administration, investment, operation and financing and identify the associated legal instruments necessary for their implementation, taking into account legal mandates and lessons learned from the implementation of SWM improvement projects in 27 ULBs in UP, under the JnNURM. The consultant will also identify the necessary procedures and approvals required for constituting the institutional mechanism and detail a timeline for undertaking this.

Deliverables: (i) options assessment of the implementation arrangements and operator models; (ii) description of proposed implementation arrangements and contractual arrangements including detailed list of responsibilities and associated legal instruments.

Task 9: Proposals for Capacity Building in Participating ULBs.

ULB Capacity Building Program: The Consultant shall prepare a reform program to strengthen ULBs in the area of management and finance, including institutional changes, new management systems, and improvement of finances. Since the long-term sustainability of SWM improvements will depend on the ULBs ability to operate services/pay service providers, credible reforms to increase own source revenues through reform of property taxations and other sources of revenue. Recommend any changes in the municipal laws necessary to enable new implementation models, such as private sector participation for DBO contracts, Management contracts and concession contracts. Recommend measures to increase awareness among citizens to participate in waste separation at source, through the use of IEC implemented over the project period, including costs.

C & DS Capacity Building Program: The consultant will based on the responsibilities outlined for C & DS in the execution and operation of the investments, determine the necessary program institutional strengthening, organizational reform and capacity building, and project technical assistance support to the SWM Cell to perform the traditional and new functions of: developing and maintaining a MIS; monitoring and management of operator performance; function as the financial guarantor to implement the payment security measures to ensure that operators providing services to ULBs receive timely payment; periodic progress reporting and preparation of six-monthly progress for the World Bank; monitoring and evaluation using the Results Framework; and preparation of the Implementation Completion and Results report. The consultant will propose a program for capacity building to be executed as part of the project.

***Deliverables:* (i) proposed capacity building program (s); and (ii) terms of reference ready for contracting for capacity building program (s)**

Task 10: Project Risks and Mitigation Measures.

Analyze anticipated project risks and contingencies, and develop mitigation measures, particularly for: change in waste composition; ULBs defaulting in payments to service providers; improving sale of compost; entry or exit of ULBs; use or sale of combustible inert waste for waste- to-energy production, etc.

***Deliverables:* Summary of key project risks and mitigation measures.**

Task 11. Consultation Process.

The entire study will be conducted in close consultations with the key stakeholders at the State and ULB levels, and with relevant civil society organizations, academia, informal sector participating in the sector and other relevant stakeholders. Also, the findings, analysis, conclusions and recommendations presented in the draft reports, are to be presented to ULB officials and other stakeholders in a workshop at a designated place (Lucknow or Nearest District HQ) at each reporting stage. The objective of the workshop is to ensure validation of the findings and ownership of the recommendations by the stakeholders. Therefore, the consultants shall-

- (a) Share their Draft and Final Reports with suitable annexes, sub-reports and concise data sheets
- (b) Organization of a workshop with all stakeholders.
- (c) Preparation of suitable presentation material and hand-outs.
- (d) Invitation of stakeholders; presentation of the proposals and moderation of the workshop.
- (e) Preparation of minutes of the workshop, circulation to all stakeholders and request for approval and comments.

(f) Preparation of the final Feasibility Study/DPR taking into account the results and recommendations of the workshop as recorded in the minutes, approved by the stakeholders.

Deliverables: Report on consultations under the project.

Task 12: Operational Manual for Implementation of the World Bank Project

Based on the outcome and recommendations of the study, develop, for C & DS an Operational Manual for execution of the World Bank project. The Operational Manual should provide the rules, processes and tools for management of the funds and project responsibilities under the World Bank Project. It should include: (i) a description of the project, components and its financing; (ii) the legal framework for its implementation; (iii) the responsibilities and roles of each of the involved institutions; (iii) procurement procedures; (iv) financial management procedures; (v) environmental and social considerations; (v) monitoring and evaluation framework, MIS system and procedures; (vi) staffing requirements and responsibilities; and (vi) government and World Bank processes and clearances through the process.

Deliverable: Operational Manual for the Project

Deliverables and Timing of Reports

In conformity with the strategy described above, the Consultant is required to prepare and deliver the DPR in three reports, linked to output delivery, to facilitate procurement.

- **DPR Report One:** DPR for primary waste collection, secondary storage and transport to processing plant. [**Delivery in 45 days**]. The Consultant is required to include
 - a. diagnostic report on ULBs
 - b. analyses of alternatives and justification for choice of proposed alternatives
 - c. provide details of tools, equipment and vehicle requirements for waste collection, secondary storage and transport to processing plants,

Timeline: DPR Report 1 will be submitted within 45 days after the commencement of the assignment.

- **DPR Report Two:** DPR Two for waste processing facilities, materials recovery facility, separation and processing of biodegradables, recovery of recyclables for transfer to the waste trade, and recovery of RDF for developing waste to energy facility or for sale as feedstock for RDF including:
 - a. Investment Plan for Processing Plant including (i) demand study for products from processed waste; (ii) Conceptual design, costs and technical specifications for processing and/or transfer station facility.
 - b. Financial and Economic Analysis for DPR phases 1 and 2 including (i) cash flow analysis, (ii) payments analysis, (iii) user fees analysis; (iv) financing plan; and (v) economic analysis.

Timeline: DPR Report 2 will be submitted within 3 months after the commencement of the assignment.

- **DPR Report Three:** DPR for the regional sanitary landfill comprising:
 - a. Conceptual design, costs and technical specifications and cost estimates for landfill operation including all permanent infrastructure of roads and buildings at

landfill site, one cell adequate for disposal of waste for 5 to 6 years, and initial requirements of equipment and vehicles for landfill operations and transport of inert waste from processing plants.

- b. Implementation Arrangements and Operator Models including (i) options assessment of the implementation arrangements and operator models; (ii) description of proposed implementation arrangements and contractual arrangements
- c. Comprehensive Financial and Economic Analysis including (i) cash flow analysis, (ii) payments analysis, (iii) user fees analysis; (iv) financing plan; and (v) economic analysis.
- d. Capacity building plan including (i) capacity building program (s); (ii) terms of reference ready for contracting for capacity building program (s); (iii) key project risks and mitigation measures.
- e. Key project risks and mitigation measures
- f. Consultations undertaken under the project

Timeline: DPR Report 3 will be delivered within 3 months from commencement of consultancy works if land has been allocated, else 45 days after allocation of land. If land has not been allocated, the task (a) listed above related to Conceptual design, costs and technical specifications and cost estimates for landfill operation will be deferred until land becomes available. All other components must be submitted within the stipulated time period.

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

Consultants' Services

Lump-Sum

**CONTRACT
FOR
CONSULTANTS' SERVICES**

between

[name of the Client]

and

name of the Consultant]

Dated:

I. Form of Contract

(Text in brackets [] should be filled up appropriately)

This CONTRACT (hereinafter called the “Contract”) is made the day of the month of.....,, between the (designation), C&DS, U P Jal Nigam,TC-38V, Vibhuti Khand, Gomtinagar, Lucknow (hereinafter called the “Employer”), of the First Part and,[name of Consultant] (hereinafter called the “Consultant”) of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the “Consultant”).

WHEREAS

- (a) the Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice No.dated..... issued by the Employer ;
- (b) the “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this

Contract:

- a) The General Conditions of Contract;
- b) The Special Conditions of Contract;
- c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the “Employer”

Appendix F: Duties of the Consultant

2. The mutual rights and obligations of the “Employer” and the Consultant shall be as set forth

in the Contract, in particular:

- a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- b) the "Employer" shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed by -----

.....
1. [Authorized Representative]
For and on behalf of
[name of Consultant]

.....
.....
C&DS, U P Jal Nigam, Lucknow
("Employer")

For and on behalf of each of the Members of
the Consultant.

.....
2. [name of member]
[Authorized Representative]

.....
3.[name of member]
[Authorized Representative]

In presence of : Witness

1.

2.

II. General Conditions of Contract

1. GENERAL PROVISIONS:

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

- a) “Applicable Law” means the laws and any other instruments having the force of law in State/India for the time being.
- b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- d) “Day” means calendar day.
- e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- g) “GC” means these General Conditions of Contract.
- h) “Government” means the Government of Uttar Pradesh
- i) “Local Currency” means Indian Rupees.
- j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- k) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- l) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- m) Deleted
- n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- p) “Sub-Consultants” means any person or entity to whom/which the Consultant

- subcontracts any part of the Services.
- q) “Third Party” means any person or entity other than the “Employer”, or the Consultant.
 - r) “In writing” means communicated in written form with proof of receipt.

1.2. **Relationship Between the Parties**

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

- 1.3. **Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

- 1.4. **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

1.5. **Notices:**

- 1.5.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

- 1.5.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

- 1.6. **Location:** The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

- 1.7. **Authority of Lead Partner:** In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

- 1.8. **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer”

or the Consultant may be taken or executed by the officials specified in the SC.

1.9. Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10. Fraud and Corruption:

1.10.1. Definitions: It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2. Measures to be taken by the Employer

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3. Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer”’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2. **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3. **Commencement of Services:** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4. **Expiration of Contract:** Unless terminated earlier pursuant to **Clause GC 2.9** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

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

2.6. **Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7. Force Majeure

2.7.1. **Definition** (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder

impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2. No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3. Measures to be Taken:

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:
 - (i) demobilize,; or
 - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the

terms of this Contract.

- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8. Suspension: The “**Employer**” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9. Termination

2.9.1.1. By the “Employer”:The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
 - a. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment/Employer may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC/Employer may decide to give one chance to the consultant to improve the

quality of the services.

- (g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2. In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days’ in case of the event referred to in (h).

2.9.2. **By the Consultant:** The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

2.9.3. **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4. **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5. **Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following

payments to the Consultant:

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6. Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.2. Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer”’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.3. Conflict of Interests: The Consultant shall hold the “Employer”’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.3.1. Consultant not to benefit from Commissions, Discounts, etc.:

- (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the

Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.3.2. Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.3.3. Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.4. Confidentiality: Except with the prior written consent of the "Employer", the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.5. Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but **on terms and conditions approved by the "Employer"**, insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer"'s request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6. Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and

make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.

3.7. Consultant’s Actions Requiring “Employer”’s Prior Approval: The Consultant shall obtain the “Employer”’s prior approval in writing before taking any of the following actions:

(a) Any change or addition to the Personnel listed in Appendix C.

(b) **Subcontracts:** the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Employer”. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.

3.8. Reporting Obligations: The Consultant shall submit to the “Employer” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in USB Drives in addition to the hard copies specified in said Appendix.

3.9. Documents Prepared by the Consultant to be the Property of the “Employer”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Employer”’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.10. Equipment, Vehicles and Materials Furnished by the “Employer”: Equipment, vehicles and materials made available to the Consultant by the “Employer”, or purchased by the Consultant wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer”’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless

otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

3.11. Equipment and Materials Provided by the Consultants: Equipment or materials brought into the Government’s country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS

4.1. General: The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2. Description of Personnel:

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Employer”’s written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the “Employer” and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3. Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the “Employer”. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Employer”.

4.4. **Removal and/or Replacement of Personnel:**

- (a) Except as the “Employer” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the “Employer” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the “Employer”’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.

4.5. **Resident Project Manager** : If required by the SC, the Consultant shall ensure that at all times during the Consultant’s performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

5. **OBLIGATIONS OF THE “EMPLOYER”**

5.1. **Assistance and Exemptions** : Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2. **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services it will be borne by the Consultant. (Service Tax will be payable extra as per extant rules.)

5.3. **Services, Facilities and Property of the “Employer”:**

- (a) The “Employer” shall make available to the Consultant and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said

Appendix E.

- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services .

5.4. Payment: In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5. Counterpart Personnel:

- (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.
- (b) Professional and support counterpart personnel, excluding “Employer”’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT:

6.1. Total Cost of the Services:

- (a) The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Employer and as negotiated thereafter.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

6.2. Currency of Payment: All payments shall be made in Indian Rupees.

6.3. Terms of Payment The payments in respect of the Services shall be made as follows:

- (a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.
- (b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.
- (c) **Final Payment** : The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the competent Authority. The Services shall be deemed completed and finally accepted by the “Employer” and the final report and final statement shall be deemed approved by the competent

Authority as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Employer” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the “Employer” within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the “Employer” for reimbursement must be made within twelve (12) calendar months after receipt by the “Employer” of a final report and a final statement approved by the “Employer” in accordance with the above.

- (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC / High Powered Committee (HPC) / Employer with / without modifications to be communicated in writing by the Employer to the consultant.
- (e) If the deliverables submitted by the consultant are not acceptable to the High Powered Committee (HPC) / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer’s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.
- (f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.
- (h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

- 7.1. **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2. **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES:

- 8.1. **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
- 8.2. **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to a sole Arbitrator appointed for the purpose. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- 8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 8.4. The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages

9.1. The Consultant agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2. The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix D.

9.3. The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer/HPC as mentioned in Clause 6.3 (e), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1 % of total cost of the services for every week or part thereof for the delay.

(c) Responsibility for Accuracy of Project Reports: The consultants shall be responsible for accuracy of all the data used in project preparation and estimates prepared by him as part of the project. He shall indemnify the client against any inaccuracies in the work.

10. Miscellaneous provisions:

- i. “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Contractor/Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- iv. Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

- v. The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of UP against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- vi. The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of UP against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- vii. The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of UP against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of UP or the Employer.

III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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1.	1.5	The addresses are:
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1 “Employer”: Director, C&DS,
U P Jal Nigam, TC- 38V,
Vibhuti Khand, Gomtinagar,
Lucknow-226010

Attention : Mr R. N. Goel, GM(N-8)

Facsimile : 05222728988

2.Consultant :

Attention :

Facsimile :

2.	1.7	{Lead Partner is [insert name of member]}
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Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.5 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

3.	1.8	The Authorized Representatives are:
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For the “Employer”: Mr R N Goel (N-8),

GM (N-8), C&DS, U P Jal Nigam,

Lucknow-226010

For the Consultant:

4.	2.1	Deleted
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- | | | |
|-----|---------|--|
| 5. | 2.2 | Deleted |
| 6. | 2.3 | Deleted |
| 7. | 2.4 | 3 Months. |
| 8. | 3.4 | Deleted |
| 9. | 3.5 | Deleted |
| 10 | 4.6 | Deleted |
| 11. | {5.1} | Deleted |
| 12. | 6.1 (b) | The ceiling in local currency is: [insert amount and currency] |
| 13. | 6.3 | [Delete whichever is not applicable] |

1. Payment will be made based on milestones indicated as below:

Activity:

S.No	Milestone (Deliverable)	Time period for submission (from commencement of consultancy works)	Payment (as % of total consultancy cost)
1.	On submission of Diagnostic Report	20 days	5%
2.	On completion of analyses of alternatives and justification for choice of proposed alternatives.	30 days	5%
3.	On submission of DPR Report 1 with Investment Plan and Technical Specification for Primary Collection, Secondary Storage and Transport (to Processing Plant)	45 days	20%
4.	On submission of DPR Report 2 including Investment Plan for Processing Plant including (i) demand study for products from processed waste; (ii) conceptual design, costs and technical specifications for processing and/or transfer station facility.	3 months	20%
5.	On submission of Investment Plan for Regional Sanitary Landfills, and Transport including Conceptual design, costs and technical specifications and cost estimates for landfill, closure of Open Dumps, landfill operation, and post closure operation	3 months	20%
6.	On completion of Financial and Economic Analysis and submission of (i) cash flow analysis, (ii) payments analysis, (iii) user fees analysis; (iv) financing plan; and (v) economic analysis	3 months	10%
7.	Submission of report on Implementation Arrangements and Operator Models including (i) options assessment of the implementation arrangements and operator models; (ii) description of proposed implementation arrangements and contractual arrangements	3 months	5%

S.No	Milestone (Deliverable)	Time period for submission (from commencement of consultancy works)	Payment (as % of total consultancy cost)
8.	On submission of (i) capacity building program (s); (ii) terms of reference ready for contracting for capacity building program (s); (iii) key project risks and mitigation measures		5%
9.	On submission of Operational Manual for the Project		10%

14. 8.3 The Arbitration proceedings shall take place in LUCKNOW, Uttar Pradesh in India.

Binding Signature of Employer Signed by _____

Binding signature of Contractor Signed by _____

(for and on behalf of _____ duly authorized vide Resolution

No _____ dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

1.

2.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX D – Total COST OF SERVICES

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Consultant by the “Employer”).