

CONTRACT

FOR \_\_\_\_\_

between

National Mission for Clean Ganga

and

\_\_\_\_\_

Dated: \_\_\_\_\_

## I: CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on \_\_\_\_\_, between National Mission for Clean Ganga (hereinafter called the "Client", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part and \_\_\_\_\_, (hereinafter called the "Consultant, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes") of the Other Part. Consultant shall be jointly and severally liable to the Client for all the Consultant's obligations under this Contract

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources and, have agreed to provide the 'Services' on the terms and conditions set forth in this Contract;
- (c) the Client has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Special Conditions of Contract ("hereinafter called SC);
- (c) The following Appendices:
  - Appendix A : Scope of Work
  - Appendix B : Reporting Requirements
  - Appendix C : Key Experts and Support Staff
  - Appendix D : -Not used
  - Appendix E : not used
  - Appendix F : -not used
  - Appendix G : -not used
  - Appendix H : -not used
  - Appendix I : Performance Bank Guarantee
  - Appendix J : Letter of Award
  - Appendix L : Consortium Agreement

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Appendices; Technical and Financial Proposal Submitted by the Consultant, RFP along with Corrigendum and Reply to Queries.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall perform the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall release payments after due diligence of the performance to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have signed on this the day and year mentioned herein above.

For and on behalf of *National Mission for Clean Ganga*

By\_\_\_\_\_

*[Authorized Representative]*

For and on behalf of the Consultant \_\_\_\_\_

By\_\_\_\_\_

For and on behalf of *Lead Member*

*[Authorized Representative]*

By\_\_\_\_\_

For and on behalf of *JV/Consortium Member.*

*[Authorized Representative]*

## 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) Client's country means India.
- (b) "Consultancy Coordination Committee" means the committee formed under the terms of this Contract.
- (c) "Consortium" means an association with or without a legal entity distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the Consortium, and where the members of the Consortium are jointly and severally liable to the Client for the performance of the Contract.
- (d) "Consultant" means a consortium of \_\_\_\_\_ and include all members of the Consortium who shall provide the Services to the "Client" under the Contract as specifically provided in the Scope of Work (Annexure "A") to the Contract.
- (e) "Contract" means the Contract and all the attached documents listed, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices
- (f) "Day" means calendar day.
- (g) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of India.
- (j) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (k) "Local Currency" means the Indian Rupees.
- (l) "Member" means any of the entities that make up the consortium; and "Members" means all these entities.
- (m) "Non-Key Expert(s)/ Support Staff(s)" means an individual professional other than Key Experts provided by the Consultant or its Sub-Consultant(s) to perform the Services or any part thereof under the Contract.
- (n) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

- (o) "Personnel" means Key Experts and Support Staff(s) provided by the Consultant or by any Sub-Consultant(s) and assigned to perform the Services or any part thereof.
- (p) -deleted-
- (q) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (r) "Services" means the Scope of work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) "Sub-Consultant(s)" means any person or entity to whom/which the Consultant subcontracts any part of the Services with the approval of the Client.
- (t) "Third Party" means any person or entity other than the Client, or the Consultant.
- (u) "In writing" means communicated in written form.

## **1.2. Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant.

The Consultant shall have complete charge of Personnel and Sub-consultants, if any, engaged by them for performing the Services and shall be fully responsible for the Services to be 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. Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.5. Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

## **1.6. Communications**

**1.6.1.** Any communication 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 mail, telex, telegram or facsimile to such Party at the address specified in the SC.

**1.6.2.** Notice shall be deemed effective as specified in the SC.

**1.6.3.**A Party may change its address for communication hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

### **1.7. 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, whether in the Client's country or elsewhere, as the Client may decide and convey accordingly.

### **1.8. Authority of Member in Charge**

In case the Consultant consists of a consortium 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 Client under this Contract, including without limitation the receiving of instructions and payments from the Client. However, the Consultant and each member of the Consortium shall be jointly and severally liable for all obligations of the Consultant under the Contract.

### **1.9. Authorised Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

### **1.10. Taxes and Duties**

Unless otherwise specified in the SC, the Consultant, Sub-Consultant(s) and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. GST as applicable shall be paid to the Consultant while making payment for services rendered. The Consultant shall submit the proof of having submitted the GST before or with submission of next invoice with the client.

### **1.11. Corrupt and Fraudulent Practices**

#### **1.11.1. Definitions**

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

- (a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

- (c) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- (d) "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;

#### **1.11.2. Measures to be taken by the Client**

- (a) The Client may terminate the Contract if it determines at any time that the Consultant or any of its representative/ Consortium were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Contract, without the Consultant having taken timely and appropriate action satisfactory to the Client to remedy the situation.
- (b) The Client may also issue sanction against the Consultant and the Consortium members, including declaring the Consultant and the Consortium members ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant or Consortium members has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract.

#### **1.11.3. Commissions and Fees**

At the time of execution of this Contract, the Consultant 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. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Client.

## **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 Client's instructions to the Consultant instructing the Consultant to begin carrying out the Services or within thirty (30) days of issuance of Letter of Award.

### **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 shall be specified in the SC, either Party may, by not less than four (4) weeks' 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 confirm availability of Key Experts and begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

### **2.4. Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed under the Contract and all payments have been settled at the end of such time period after the Effective Date as shall be 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 statement, representation, promise or agreement not set forth herein.

### **2.6. Modifications or Variations**

**2.6.1.** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of Work, 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.

**2.6.2.** In cases of substantial modifications or variations, the prior written consent of the Client 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, 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 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.



- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's Sub-Consultant(s) or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) 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 failure to make any payment required hereunder.

#### **2.7.2.No Breach of Contract**

The failure of a Party to fulfil 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) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (d) 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.

#### **2.7.4.Extension of Time**

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.

#### **2.7.5.Payments**

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

- (a) demobilize, or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract.

#### **2.7.6. Consultation**

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

#### **2.8. Suspension**

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

#### **2.9. Termination**

##### **2.9.1. By the Client**

The Client may terminate this Contract or revoke the Letter of Award (LoA) as the case may be in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause. The Client may, by not less than thirty (30) days written notice of termination to the Consultant (except in the event listed in paragraph (j) below, for which there shall be a written notice of not less than seven (07) days, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause, terminate this Contract.

- (a) if the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of such notice of suspension to the Consultant or within such further period as the Client may have subsequently approved in writing.
- (b) if the Consultant become(or, if the Consultant consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) if the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

- (d) if the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false.
- (e) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- (f) If the Consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Coordinating Committee (CoC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CoC may decide to give one chance to the Consultant to improve the quality of the services.
- (g) If the Consultant fails to confirm availability of Key Experts as required in Clause GC 2.3.
- (h) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (i) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:  

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
- (j) If the Consultant fails to maintain the Performance Security as in terms of this Contract.
- (k) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.9.2.By the Consultant**

The Consultant may, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

- (a) if the Client fails to pay any money due to the Consultant pursuant to this Contract and not subjected to any dispute pursuant to Clause 8 hereof within

- forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not addressed the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
  - (c) 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; or
  - (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

### **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:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (b) and 3.6 (c) hereof; and
- (d) any right which a Party may have under the Applicable 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 receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses 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 Client shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (a) remuneration pursuant to Clause GC 6.5 (g) hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause GC 6.5 (g) hereof for expenditures actually incurred prior to the effective date of termination; and

- (c) except in the case of termination pursuant to paragraphs (a) through (g) and (i) of Clause GC 2.9.1 hereof, payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this Contract. The Consultant will be required to pay any such liquidated damages to client within thirty (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 (h) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) 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. Obligation of the Consultant**

### **3.1. General**

#### **3.1.1. Standard of Performance**

- (a) The Consultant shall perform the Services and carry out their obligations hereunder with reasonable skill, care and 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 Client, and shall at all times support and safeguard the Client's interests in any dealings with Sub-Consultant(s) or Third Parties.
- (b) The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultant(s) as are required to carry out the Services in terms of the project requirements and as approved by the Client.
- (c) The Consultant may subcontract part of the Services to an extent and with such Sub-Consultant(s) as may be approved in advance by the Client; however the total value of such subcontracting shall not exceed twenty five (25) percent of the Contract Price. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

#### **3.1.2. Law Governing Services**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub- consultants and or Associates,

as well as the Personnel of the Consultant and any Sub- consultants and or Associates, comply with the Applicable Law. The Client shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

### **3.2. Conflict of Interests**

The Consultant shall hold the Client'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 Client and seek its instructions.

#### **3.2.1. Consultant not to benefit from Commissions, Discounts, etc.**

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-Consultant(s), as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

**3.2.2.** If the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines of the Client or as the case may be and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

#### **3.2.3. Consultant and Affiliates Not to engage in Certain Activities**

The Consultant shall, during the term of this Contract, the Consultant and any entity affiliated with the Consultant, as well as any Sub- consultant and or Associates and any entity affiliated with such Sub- consultant and or Associates, shall be disqualified from providing any goods, works or services (other than the Services and any continuation thereof) for any project resulting from or directly or indirectly related to the Consultant's Services for the preparation or implementation of the project. In case of such activities or situations of conflicting interest involving the Consultant, the decision of the Client shall be binding on the Consultant.

#### **3.2.4. Prohibition of Conflicting Activities**

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-consultants and or Associates and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Client's country which would be in conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

### **3.2.5. Strict Duty to Disclose Conflicting Activities**

The Consultant has an obligation and shall ensure that its Personnel and Sub-Consultant(s) shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Consultant besides the termination of its Contract.

### **3.3. Confidentiality**

The Consultant, its Sub-Consultant(s) and the Personnel of either of them shall not, either during the term or within five (5) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the project, the Services rendered under, this Contract or the Client's business or operations or the recommendations formulated in the course of, or as a result of, the Services without the prior written consent of the Client.

### **3.4. -deleted-**

### **3.5. Liability of the Consultant**

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

### **3.6. Insurance to be taken by the Consultant**

The Consultant (i) shall take out and maintain, and shall cause any Sub-consultant(s) to take out and maintain, at their (or the Sub-consultant(s)'s, as the case may be) at its own cost, insurance against the risks, and for the coverage, as specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the premiums therefore have been paid from time to time.

In case of umbrella insurance a separate certificate should be acceptable mentioning that NMCG and the project is covered under umbrella insurance

### **3.7. Accounting, Inspection and Auditing**

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with generally accepted accounting principles of the

Client's country and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the basis of the Consultant's costs and charges); and

- (b) permit the Client or its designated representative periodically this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client; and
- (c) permit the Client to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the client.

### **3.8. Consultant's Actions Requiring Client's Prior Approval**

The Consultant shall obtain the Client's prior approval, in writing, before taking any of the following actions:

- (a) to appoint any Personnel as are listed in Appendix C, merely by title but not by name; and also furnish complete credentials (of qualification and experience of their competency) before appointing of the personnel.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant(s) and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by any of the Sub-consultants and their Personnel pursuant to this Contract; and
- (c) to offer employment or such job opportunities to persons directly employed by the Client for projects under the Client.
- (d) any other action that may be specified in the SC.

### **3.9. Reporting Obligations**

The Consultant shall submit to the Client all 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 B.

### **3.10. Proprietary Rights of the Client in Reports and Records**

- (a) All plans, drawings, specifications, designs, reports, other documents and software, prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant shall not retain a copy of such documents, nor use anywhere,



without taking prior permission, in writing, from the Client and the Client reserves right to grant or deny any such permission.

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

### **3.11. Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.

Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of- such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at an amount equal to their full replacement value.

### **3.12. Obligations relating to Change in Ownership**

**3.12.1.** The Consultant shall not undertake or permit any Change in Ownership, except with the prior approval of the Client.

**3.12.2.** Notwithstanding anything to the contrary contained in this Contract, the Consultant agrees and acknowledges that:

- (a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of not less than 15% (fifteen per cent) of the total Equity of the Consultant; or
- (b) acquisition of any control directly or indirectly of the Board of Directors of the Consultant by any person either by himself or together with any person or persons acting in concert with him

shall constitute a Change in Ownership requiring prior approval of the Client from national security and public interest perspective, the decision of the Client in this behalf being final, conclusive and binding on the Consultant, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of

Directors of the Consultant without such prior approval of the Client. For the avoidance of doubt, it is expressly agreed that approval of the Client hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Client shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Consultant from any liability or obligation under this Agreement.

For the purposes of this Clause 3.11.2:

- (a) the expression “acquirer”, “control” and “person acting in concert” shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Consultant;
- (b) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Consultant; and
- (c) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the Equity of the Consultant, not less than half of the directors on the Board of Directors of the Consultant or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of not less than 15% (fifteen per cent) of the Equity of the Consultant shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Consultant.

### **3.13. Branding of Project**

The project or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Consultant or its shareholders. The Consultant undertakes that they shall not, in any manner, use the name or identity or entity of the project to advertise or display their own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business.

## **4. Consultant’s Personnel, and Sub-Consultant(s), and or Associates**

### **4.1. General**

The Consultant while employing Personnel under the Contract shall provide to the client, complete details of all such personnel who are duly qualified and experienced

including those of Sub-Consultant(s) and are required to carry out the Services and as approved by the Client under this Contract.

#### **4.2. Description of Personnel**

- (a) The titles, agreed job descriptions or positions, qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultant's Personnel are described in Appendix C. If any of the Personnel has already been approved by the Client 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 Personnel set forth in Appendix C may be made by the Consultant, by written notice to the Client, provided that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in SC as per the Clause GC 6.1(a) of this Contract and any such adjustments shall only be made with the Client's prior written approval.
- (c) If additional work is required beyond the Scope of Work specified in Appendix A, is varied by agreement in writing between the Client and the Consultant, provided that in case of any increase it shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in SC as per the Clause GC 6.1 (b) of this Contract.

Merely the title of Position of Key Expert will not justify their actual capability to perform the duties. Services shall be relevant for consideration and evaluation of such personnel engaged by the Consultant.

- (d) Approval of Additional Resources

If during the term of the Contract, Additional Resources in terms of Key Experts and / or Support Staff are required to carry out the Services, the Client shall submit a written request to the Consultant. The Consultant shall, on receiving request, submit detailed CVs of the Additional Resources in the format set out in Appendix 10 (F) of the RFP for the approval of the client within ten (10) days of such request. The Client shall inform in writing the Consultant of its approval/ disapproval of the proposed Personnel within ten (10) days of receiving the CV. The Consultant, within seven (7) days of receiving the Client's approval, shall deploy the proposed Personnel. In case of disapproval, the process will continue as mentioned in this Clause. The remuneration payable to such new Additional Resources shall be mutually discussed between the Parties at the time of appointment of the relevant Additional Resources and shall not cause the Contract Price to exceed the limit as per GC clause 6.1 and SC clause 17.

- (e) –deleted–

#### **4.3. Approval of Personnel**

The Key Experts and Support Staffs as listed by title as well as by name in Appendix C are approved by the Client. In respect of other Personnel, which the Consultant proposes to engage in the carrying out of the Services, the Consultant shall submit to the Client for due consideration and approval along with a copy of their Curricula Vitae (CVs). If the Client does not object in writing within thirty (30) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client. However, in case the Client conveys its objections at any stage thereafter over the proposed engagement of Personnel by the Consultant, the Consultant shall provide the replacement Personnel CV along with the details of their qualification and experience within twenty (20) days of such objection by the Client.

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

- (a) Removal and / or replacement of Personnel shall be made only with prior written approval of the Client. Except as the Client may otherwise agree, no changes shall be made in the Key Experts and / or the Support Staff. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered based on the written request made by either side. However, in case of the Consultant, due to circumstances outside the reasonable control of the Consultant such as such as resignation, retirement, death, medical incapacity; If it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement such personal of equivalent or with better qualifications and experience as are acceptable to the Client. In case of resignation, the Consultant shall give thirty (30) days advance notice to the Client; whereas in cases other than death and medical incapacity, the Consultant shall give sixty(60) days advance notice to the Client and provide replacement CV so as to provide the Client with sixty (60) days notice for such replacement.
- (b) If the Client finds that any of the Consultant Personnel (Key Experts and / or Support Staff) or Sub-Consultant(s) have committed serious misconduct or has been charged with having committed a criminal action, or the Client determines that Personnel have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement acceptable to the Client.
- (c) In the event that any of Key Experts, Support Staff or Sub-Consultant(s) are found by the Client to be incompetent or incapable or undesirable in discharging assigned duties, the Client specifying the grounds therefore, may require the Consultant to provide a replacement, acceptable to the Client.
- (d) The Client expects all the Key Experts to be available during the Contract Period. The Client will not consider replacement of Key Experts except for reasons

beyond reasonable control of the Client such as resignation, retirement, death, or medical incapacity. Such replacement shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client. As a condition to such replacement, deduction up to fifteen (15) percent in remuneration specified for the replaced Key Expert may be applied from the payment due to the Consultant at the discretion of the Client. For any such replacement of the Key Experts sought by the Consultant, the Consultant shall provide sixty (60) days prior notice to the Client. However, the Consultant shall provide curriculum vitae (CV) of the proposed Key Expert, who shall be interviewed by the Client's representatives or nodal officer as the case may be. The Consultant shall be required to provide at least two (2) CVs for each such replacement of Key Expert(s).

- (e) Notwithstanding provisions under Clause 4.4 (a), (b), (C) and (d), any other Personnel as per list of Key Experts of particular subject by name under Appendix C, other than Team Leader, may be requested to be replaced /substituted by another Key Expert of particular subject type on the written request of the Client subject to provisions under Clause 4.3. However, the Client shall give thirty (30) days prior notice to the Consultant to effect such substitution/replacement of the Key Expert. The Consultant shall be required to provide curriculum vitae (CV) of the substitution Key Expert in form of Appendix -10 F of the RFP in lieu of substituted Key Expert. In case of such substitution/replacement in the Key Expert(s) required by the Client as under this Clause only, no penalty shall be applicable to the Consultant; however any such substitution shall not cause payments under this Contract to exceed the ceilings set forth in SC as per the Clause GC 6.1(a) of this Contract. The change due to substitution of Key Expert(s) under this Clause shall be effected in such a manner that man-months of such replacement of Key Experts are adjusted in such a manner to keep the total Contract Price not exceed the ceiling as specified in the SC.

- 4.5.** For the purpose of clarity, replacement to be considered for this Clause shall include but not limited to such replacements as under Clause 4.4 (a), 4.4 (b) and 4.4 (C) and shall be provided within ten (10) days of such needed replacement. The Client shall communicate its confirmation over the replacement Personnel within ten (10) days of such proposed replacement Personnel by the Consultant; however the time allowed for such replacement shall not exceed the fifteen (15) days from day of such needed replacement. The monthly bill to be paid for remuneration to such replacements shall be adjusted in terms of the above provisions and for days the replacement is delayed in terms of this Contract. Any change, replacement or substitution of a Key Expert in contravention of the Contract shall constitute a material breach of the Contract and may lead to actions as deemed necessary by the Client including termination of the

Contract. The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

#### **4.6. Resident Project Manager**

The Consultant shall ensure that at all times during the Consultant's performance of the Services in the Client's location, a resident project manager as specified in SC, acceptable to the Client, shall take charge of the performance of such Services. The Team Leader as per Appendix C may be designated as the Resident Project Manager for the purpose of this Contract.

#### **4.7. -deleted-**

### **5. Obligations of the Client**

#### **5.1. Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to:

- (a) Assist the Consultant, Sub-Consultant(s) and the Personnel engaged by them in obtaining work permits and such other documents as are necessary to enable the Consultant, Sub-Consultant(s) and their Personnel to perform the Services.
- (b) Assist for the Personnel of the Consultant/ Sub Consultant to be provided with all necessary entry and exit visas, residence permits, exchange permits and any other documents as are required for their stay in Client's country for performing the service under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel engaged by the Consultant/ Sub Consultant.
- (d) 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.
- (e) Provide to the Consultant any such other assistance as may be specified in the SC.

#### **5.2. -deleted-**

#### **5.3. Access to Project Site**

The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site(s) in respect of which access is required for the performance of the Services. The Consultant shall indemnify the Client against any damage to the project site if such damage is caused by the wilful default or negligence of the Consultant or any Sub-Consultant(s) or their Personnel.

#### **5.4. 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 i.e. GST or any such applicable tax from time to time, which increases or decreases the remuneration cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

**5.5.** -deleted-

## **5.6. Payment**

In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

## **6. Payments to the Consultant**

### **6.1. Contract Price**

- (a) The Contract Price is fixed and is equal to the amount quoted in the Financial Proposal as the total cost of the Financial Proposal, excluding indirect taxes and Reimbursements and is set forth in the SC. The break-up of the Contract Price is provided in Appendix F.
- (b) Any change to the Contract Price specified in Clause 6.1 (a) can be made only if the Parties agreed to revise the Scope of Work and terms and conditions of the Contract, pursuant to Clause GC 2.6 and have amended in writing the Terms of Reference accordingly in Appendix A.
- (c) Notwithstanding Clause GC 6.1(b) hereof if, pursuant to Clause GC 4.2 (c), 5.4 or 5.6, the Parties agree that additional payments in local currency, should be made to the Consultant in order to cover necessary additional expenditures set forth in Clause GC 6.1 (b) above (“Provisional Sum”) and not envisaged in the cost estimates referred to in Clause GC 6.1(a), the ceiling as mentioned in SC shall be increased by the amount for any such additional payments with the mutual agreement and approval of the Client.

**6.2.** -deleted-

### **6.3. Currency of Payment**

**6.3.1.** Any payment under this Contract shall be made in the local currency of the Contract.

**6.3.2.** Any additional payment shall be made as per SCC.

#### **6.4. Taxes and Duties**

- (a) The Consultant and Personnel are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SC.
- (b) As an exception to the above and as stated in the SC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

#### **6.5. Terms and Mode of Billing and Payment**

Billing and payments in respect of the Services shall be made as follows:

- (a) No advance payment would be admissible.
- (b) As soon as practicable and not later than fifteen (15) days after the submission of respective deliverables during the period of the Services, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate and requisite supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month.
- (c) The Client shall cause the payment of the Consultant periodically as given in schedule of payment above within fifteen (15) days after the receipt by the Client of bills with supporting documents as required by the Client. Only such portion of the statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) The final or the last payment under this Clause shall be made only after the final report and a final statement, identified as such in terms of the Scope of Work and as desired by the Client for the purposes of this Contract, shall have been submitted by the Consultant and approved as satisfactory and after thirty (30) days from the date of issue of the Certificate of Completion by the Client. The Consultant shall promptly make any necessary corrections with regard to the deficiencies in the Services, the final report and final statement as communicated by the Client and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client 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 Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.



- (e) All payments under this Contract shall be made to the account of the Consultant specified in the SC.
- (f) With the exception of the final payment under Clause 6.4.2 (d) above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Client to the Consultant in writing and the Consultant has made necessary changes as per the comments / suggestions of the Client communicated to the Consultant.
- (g) If the deliverables submitted by the Consultant are not acceptable to the Client, reasons for such non-acceptance should be recorded in writing and communicated to the Consultant in not more than ten (10) days time period from such non-acceptance; the Client shall not release the payment due to the Consultant. The Consultant shall remedy the defect generally in not more than seven (7) days of communication of such non-acceptance by the Client or as conveyed by the Client. This is without prejudicing the Client'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 Client.
- (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 or delivery as the case may be, for which the payment is made or to be made till the date of the termination. The Consultant shall provide the details of Personnel reasonably worked during his 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**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

**8.2.** Performance of the Contract is governed by the terms & conditions of the Contract. If either Party raise any dispute with regard to the enforcement of the terms and conditions of the Contract or objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing complete detail and the reasons of such a dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within thirty (30) days after receipt.

**8.3.** If that Party fails to respond within thirty (30) days, or the dispute cannot be amicably settled within sixty (60) days following the response of that Party, the settlement in accordance with the provisions specified in the SC shall apply.

## **9. Liquidated Damages**

**9.1.** The Consultant hereby agrees that due to negligence of any act of the Consultant or the Sub-Consultant(s), if the Client suffers losses, damages, the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and 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 five (5) percent of the Contract Price.

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

**9.3.1.** If the deliverables are not submitted as per schedule as conveyed by the Client, the Consultant shall be liable to pay half a(0.50) percent of the total cost of the services for every week or part thereof for the delay. For the purpose of this clause, the total cost of the services shall be calculated based on remuneration amount only.

**9.3.2.** If the deliverables are not acceptable to the Client as mentioned in Clause 6.5 (f), and defects are not rectified to the satisfaction of the Client within thirty (30) days of the issue of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to half a (0.50) percent of total cost of the services for every week or part thereof for the delay. For the purpose of this clause, the total cost of the services shall be calculated based on remuneration amount only.

## **10. Miscellaneous provisions**

**10.1.** Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

**10.2.** The Consultant shall notify to the Client of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

**10.3.** Each constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client for performance of works/services including that of its Associates/Sub Contractors under the Contract.

**10.4.** The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the project.

**10.5.** The Consultant shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the 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 Consultant.

**10.6.** The Consultant shall at all times indemnify and keep indemnified the Client against any and all claims by employees, workman, contractors, sub-contractors, suppliers, agent(s), employed, engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.

**10.7.** All claims regarding indemnity shall survive the termination or expiry of the Contract.

**10.8.** 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 Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Client.

## **11. Performance Guarantee**

The Consultant shall furnish Performance Guarantee to the Client no later than the date specified in the SC and shall be issued in an amount specified in the SC, by a bank

acceptable to the Client, and denominated in the types and proportions of the currencies in which the total cost of services is payable.

This guarantee shall be valid for a period of six (6) months and 30 days from the date of expiry of Contract.

### III. Special Conditions of Contract

SC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.4	The Language is English
2	1.6.1	<p>The addresses are:</p> <p><b>Client :</b></p> <p>_____</p> <p>National Mission for Clean Ganga (Ministry of Water Resources, River Development &amp; Ganga Rejuvenation), 1<sup>st</sup> Floor, Major Dhyan chand National Stadium, Near India Gate, New Delhi -110002 Tel: +91-11-23072900/901; Fax: +91-11-23049567 E-mail: admn.nmcg@nic.in; _____</p> <p><b>Consultant :</b></p>
3	1.6.2	<p>Notice will be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery; and</p> <p>(b) in the case of facsimiles, 24 hours following confirmed transmission.</p> <p>(c) Notice sent through electronic means will be followed by communication through postal or courier communication.</p>
4	1.8	_____.
5	1.9	<p>The Authorised Representatives are:</p> <p><b>For the Client:</b></p> <p>_____</p> <p>National Mission for Clean Ganga</p> <p><b>For the Consultant:</b></p> <p>_____</p>
6	2.1	<p><b>“Effective Date”</b> shall be the date as communicated by the Client i.e. _____.</p> <p>The effectiveness conditions are the following:</p> <p>(a) Issuance of the LoA by the Client.</p>

SC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>(b) Appropriate security for advance payment acceptable to the Client.</p> <p>(c) Performance security acceptable to the Client.</p>
7	2.2	The time period shall be two (2) months or such other time period as the parties may agree in writing.
8	2.3	The time period shall be within one month (30 days) of issuance of Letter of Award _____ or such other time period as instructed by the Client mentioned in the GC Clause 2.1.
9	2.4	The time period shall be Six (6) months, subject to satisfactory performance review at the end of Contract and could be extended for a further period based on performance and mutual agreement.
10	3.2.3	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GC 3.2.3.
11	3.4	<p>(a) Except in case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> <li>(i) for any indirect or consequential loss or damage; and</li> <li>(ii) for any direct loss or damage that exceeds one time the Contract Price.</li> </ul> <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> <li>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</li> <li>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the</li> </ul>

SC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p style="text-align: center;">Applicable Law.</p> <p>(c) The ceiling on Consultant’s liabilities shall be limited to one time the Contract Price.</p>
12	3.5	<p>(a) The Consultant will maintain at its expenses; Professional Liability Insurance with a minimum coverage of equal to the value of Contract Price, including coverage for errors and omissions caused by Consultant’s negligence in the performance of its duties under this agreement.. The policy should be issued only from an Insurance Company operating in India.</p> <p>(b) The policy must clearly indicate the limit of indemnity in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) and in no case should be for an amount less than stated in the contract.</p> <p>(c) If the Consultant enters into an agreement with the Client in a Consortium, the policy must be procured and provided to the Client by the Lead Firm / Consortium.</p> <p>(d) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of the Client.</p> <p>(e) Professional Liability Insurance (PLI) may be accepted for initially one year which shall be extended annually for three years or more as the case may be. PLI shall be uniformly taken for a period of three (3) years.</p> <p>(f) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or any Sub-Consultant(s) or their Personnel for the period of consultancy, with a minimum coverage as per Indian Motor Vehicle Act 1988;</p> <p>(g) Client’s liability and workers’ compensation insurance in respect of the experts and Sub-Consultant(s) in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other</p>

SC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>insurance as may be appropriate;</p> <p>(h) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> <p>(i) Third Party liability insurance with a minimum coverage, of INR 5.0 million for the period of consultancy.</p>
13	3.7	Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".
14	3.9	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
15	4.5	The person designated, as Team Leader in Appendix C shall serve in that capacity, as specified in GC Clause 4.5.
16	4.7	-Deleted-
17	5.1 (e)	The Client will provide the following inputs and facilities: Make best efforts in providing relevant data, information, and reports deemed necessary for the assignment.
18	6.1 (a)	The Contract Price and the ceiling in local currency is the Contract Price which is equal to the amount quoted as the total cost of the Financial Proposal in the Financial Proposal of the Consultant: exclusive of indirect taxes
19	6.3	Additional Payment for Provisional Sum in terms of GC clause 6.1(C) if any on actual basis and as approved by the Client.
20	-	-deleted-



SC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
21	6.4 (b)	The indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client for the Consultant in respect of any payments whatsoever made to the Consultant's or Sub-Consultant(s)'s Personnel in form of remuneration and reimbursable expenses.
22	6.5 (e)	Account Details of the Consultant: Bank: Branch: Account Number: For local currency: RTGS / NEFT IFSC CODE: MICR NO:
23	8.2	Disputes shall be settled by arbitration in accordance with the following provisions: <b>(a) Selection of Arbitrators</b> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: (i) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator or within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, the arbitrator shall be appointed by the Secretary of the Ministry of Water Resources, River Development and Ganga Rejuvenation (MoWR, RD & GR). (ii) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators

SC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, Indian Council of Arbitration, New Delhi.</p> <p>(iii) If, in a dispute subject to Clause SC 8.2 (b) (ii), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p><b>(b) Rules of Procedure</b></p> <p>Arbitration proceedings shall be conducted in accordance with procedures of the Arbitration &amp; Conciliation Act 1996, of India.</p> <p><b>(c) Substitute Arbitrators</b></p> <p>If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p><b>(d)</b> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (i) through (iii) of Clause 8.2. (b) hereof shall be an internationally/nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p> <p><b>(e)</b> The Arbitration proceedings shall take place in New Delhi in India.</p> <p><b>(f)</b> The English language shall be the official language for all purposes; and</p> <p><b>(g)</b> The decision of the sole arbitrator or of majority of arbitrators shall be final and binding upon both parties and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. The expenses of the arbitrators and other expenses related to</p>

SC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>arbitration as determined by the arbitrators shall be shared by the equally by the Client and the Consultant before the award of the arbitration. However, the expenses incurred by each party in connection with the fees of the arbitrators, preparation, presentation etc. shall be borne by the party against whom the arbitration is awarded and shall be recoverable by the winning Party in fifteen (15) days from the other Party. All arbitration awards shall be in writing and shall state the reasons for the award.</p>
24	11	<p>The Performance Guarantee amount is ten (10) percent of the Contract Price which is to be submitted within 30 days of issuance of LoA or before signing of Contract, whichever is earlier. In the event of a net increase in the Contract Price due to the valuation of Changes equalling 10% or more of the Contract Sum, the total value of the Performance Guarantee shall be increased proportionately by the Consultant, if required by NMCG.</p> <p>The cost of obtaining (and increasing) the Performance Guarantee shall be at the expense of the Consultant.</p> <p>If the Performance guarantee is or becomes invalid or unenforceable for any reason whatsoever, or if such security is withdrawn or expires, the Consultant must immediately notify NMCG and obtain within seven (7) days a replacement Performance Guarantee in the form appearing in Form of Performance Guarantees and which is acceptable to NMCG in its absolute discretion.</p> <p>The provision, maintenance and renewal by the Consultant of the Performance Guarantee in accordance with this Clause shall be a condition precedent to any payment by NMCG to the Consultant under the Contract. If the Consultant shall fail to provide, maintain and renew the Performance Guarantee in accordance with the Contract, then NMCG may, without prejudice to any other rights and remedies to which it may be entitled, by written notice immediately terminate the Contract in accordance with clause 2.9.1.</p>



## **Appendix A**

### **Terms of Reference / Scope of Work**

#### **Performance Assessment and Rehabilitation of Existing STPs**

##### **1. Background**

The 'Namami Gange Programme', is an Integrated Conservation Mission, approved as a 'Flagship Programme' by the Union Government in June 2014 with budget outlay of Rs.20,000 Crore to accomplish the twin objectives of effective abatement of pollution, conservation and rejuvenation of National River Ganga.

The National Mission for Clean Ganga (NMCG) is the implementation wing of National Ganga Council which was setup in October 2016 under the River Ganga (Rejuvenation, Protection and Management) Authorities order 2016. The aim of NMGC is to clean the River Ganga in a comprehensive manner with an objective of effective abatement of pollution, conservation and rejuvenation of National River Ganga.

The main objective of the proposed consultancy services is to undertake a comprehensive study of existing sewage treatment plants, interception & diversion (I &D) infrastructure, pumping stations etc, located along the stretch of main stem of River Ganga which are discharging into the River Ganga and to develop recommendations for rehabilitation, augmentation, redundancy and operation & maintenance of the existing STPs.

Though the boundary for the study would primarily be from STP inlet to the STP premises till discharge of the treated effluent from the STP, but the causative study may extend till interception & diversion (I&D) infrastructure, pumping stations and till disposal of effluent to the River Ganga. As a part of study the Consultant shall take into account all the existing as well as under-construction STPs along with associated infrastructure while developing their recommendations with an objective of effective abatement of pollution of River Ganga. It is envisaged that the study would cover all the existing 82 STPs in 44 towns along River Ganga. The list of STPs is annexed at page no. 72 to page no. 74 of this RFP document.

The study recommendations shall be presented in the form of a Detailed Project Report (DPR) for each STP, which may be taken up for approval NMCG and subsequently for implementation.

##### **1. Individual STP assessment/I & D works/Pumping Stations**

###### **(a) Background review and screening**

- (i) The consultant shall undertake physical inspection, data collection, identification of various operational deficiencies and limitations of existing STPs, I & D structures & pumping stations. The Consultant shall also collect the background details about the STP like zone/town it caters to, design details, drawings (if available), past

performance etc. including all but not limited to the information indicated in the O&M checklist annexed backed up with at least 3 years data.

- (ii) The Consultant will collect the information relating to STPs in the form of primary & secondary data. All the related assessments required for design and implementation of the scheme are to be carried out by the Consultant to the required accuracy for the purpose and intent of the bid.
- (iii) The Consultant will ensure required consultations with all relevant nodal agencies/municipal authorities.
- (iv) The Consultant shall assess primary data the parameters of wastewater received at each STP in terms of quantity and quality for 5-7 days period as required. Further, the Consultant shall collect the secondary data relating to yearly & monthly variations in wastewater in both quality and quantity for each STP.
- (v) The Consultant will be required to carry out surveillance studies and macro assessment of STP performance with the objective to find the STPs
  - (a) Requiring detailed investigations;
  - (b) Performing as designed; and
  - (c) Defunct and non-operational – needs to discarded, along with necessary back-up and justifications.
- (vi) The consultant will do an A/B/C analysis of STPs and related infrastructure on the basis of volume/size/performance/criticality etc and accordingly consultant to prioritise the work in consultation with NMCG/Executing Agency.

## **2. Detailed investigative Studies**

The Consultant shall undertake detailed investigative performance studies of STPs falling under category 1.a.(v)(a) (as highlighted above) and prepare repair / rehabilitation recommendations along with broad cost estimates. The list of such STPs shall be finalized in consultation with NMCG. The studies would encompass the following:

- a) The Consultant is required to carry out process, civil & structural, electrical, mechanical & instrumentation analysis of existing components, non-destructive testing, energy efficiency studies, identify gaps in the existing system for meeting statutory requirements /standards, redundancy analysis of existing components and preparing the recommendations for rehabilitation and augmentation considering year 2035 design horizon.
- b) The consultant shall review and analyze the information compiled and generated to identify the causes for the functional / operational issues
- c) The consultant shall recommend enabling measures and solution to overcome the identified functional & operational issues. The recommendations should address all the issues to ensure 100 % capacity utilization and compliance to the design treatment standards.
- d) The Consultant shall submit the design norms, parameters technical specifications, wherever applicable, considering as a part of DPR.

- e) The consultant shall examine the laboratory setup at the STPs and make necessary recommendation.
- f) Energy audit of the pumps and equipment shall be included in the report and accordingly recommendations shall be made.
- g) Based upon economical energy usage & optimal operation cost consideration, the Consultant shall explore & propose options for non-conventional power generation systems and by-products utilization.
- h) The Consultant shall identify new acceptable technologies pertaining to the STPs for economic efficiency.
- i) The Consultant shall develop options for sludge management which may be required as a result of proposed process improvement works.
- j) The Consultant shall examine the feasibility and recommend the use of automation concepts and technologies, PLC & SCADA with latest trends and technologies available in a cost-effective way for incorporation in the existing, under construction and proposed systems.
- k) To prepare cost estimates / implications for all the identified & recommended measures.
- l) The Consultant shall estimate operation & maintenance cost for the STP and define future operation and maintenance strategies (along with cost estimates) as a part of recommendations.
- m) The consultant shall also prepare phasing programme/priority matrix categorising the proposed interventions as immediately implementable, short term implementable (3-6 months) and requiring major rehabilitation along with cost implications, expected improvements and implementation mechanism.
- n) Preparation of detailed Project report (DPR) including recommendations for each STP along with cost estimates.
- o) The consultant shall make presentation to NMCG for each STP DPR and incorporate the observations / modifications arising from presentation discussions.

### **3. Real-time monitoring of STPs, Centralized Dashboard and Display Mechanism**

- a) The Consultant shall identify the requirements, including key monitoring parameters for real time monitoring of STPs and examine the feasibility of to integrate with the existing centralized dashboard created under PIAS project.
- b) The Consultant will explore reporting mechanism for performance of existing STPs using standard dashboards as a transitional step between current and future i.e. a centralised server based control room arrangement of reporting.
- c) Review various mechanisms for displaying the real-time monitoring details / data for public view through a LED screen at STP premises and other prominent and suitable public display locations in the town.
- d) Suggestions should be supported with necessary specific technical requirements / specifications and cost estimates.

#### **4. Project Implementation Support**

- a) The Consultant shall provide project development support, which will include formulation of development strategy, development of tender strategy, preparation of drawings & estimates required for tendering process, preparation of bid/ contract documents, draft project agreements along with support during evaluation and selection of construction contractor.
- b) The submitted drawings should include that, how proposed new facilities are integrated with existing process units both from layout and hydraulic point of view. At least, key plan drawings of the proposed new process units with relevant designs need to be provided.
- c) The Consultant may be asked to provide execution supervision & onsite assistance for the rehabilitation works until commissioning of recommended works, if required. (This activity may go beyond 6 months period.)

#### **5. Period of the Study ("Contract Period")**

The consultant is required to complete the entire study within **6 months** for the above scope of work, however deliverables shall be arranged in batches so that rehabilitation or augmentation works of existing STPs can commence from January, 2018.



**LIST OF EXISTING STPs**

<b>List of Existing STPs</b>						
<b>S. No.</b>	<b>State</b>	<b>Name of town</b>	<b>Location of STP</b>	<b>Year of commissioning</b>	<b>Technology</b>	<b>Installed STP Capacity (MLD)</b>
1	Uttarakhand	Haridwar	Jagjeetpur	1990	SBR	27
2	Uttarakhand	Haridwar	Jagjeetpur	2010	ASP	18
3	Uttarakhand	Haridwar	Sarai, Jawalpur	2013	SBR	18
4	Uttarakhand	Rishikesh	Swarg Ashram	2010	SBR	3
5	Uttarakhand	Rishikesh	Lakkarghat	1984	OP	6
6	Uttarakhand	Rishikesh	IDPL		BPT	14
7	Uttarakhand	Tehri	Tehri	2006	ASP	5
8	Uttarakhand	Srinagar	Srinagar	2009	FAB	3.5
9	Uttarakhand	Uttarkashi	Gyansu	2012	MBBR	2
10	Uttarakhand	Devprayag	Bah Bazaar Area- Ward no.-4	2016		1.4
11	Uttar Pradesh	Kanpur	Jajmau	1999	ASP	130
12	Uttar Pradesh	Kanpur	Jajmau	1989	UASB	5
13	Uttar Pradesh	Kanpur	Jajmau	1988-89	USAB	27
14	Uttar Pradesh	Kanpur	Bingawan	2014-15	USAB	210
15	Uttar Pradesh	Allahabad	Salori	2007	FAB	29
16	Uttar Pradesh	Allahabad	Salori	2015-16	SBR	14
17	Uttar Pradesh	Allahabad	Rajapur	2013	UASB	60
18	Uttar Pradesh	Allahabad	Pongghat	2012	BTR	10
19	Uttar Pradesh	Allahabad	Kodra	2013	BTR	25
20	Uttar Pradesh	Allahabad	Naini	1999	ASP	80
21	Uttar Pradesh	Allahabad	Numayadahi	2013	Bio Tower Treatment Plant	50
22	Uttar Pradesh	Allahabad	District B- Kalindipuram	2009	ASP with Extended Aeration	2.5
23	Uttar Pradesh	Allahabad	Jhusi - Trivenipuram	2006	ASP with Extended Aeration	1.5
24	Uttar Pradesh	Allahabad	District- F (Shantipuram)	2006	ASP with Extended Aeration	1.5
25	Uttar Pradesh	Varanasi	Dinapur	1996	TF	80
26	Uttar Pradesh	Varanasi	Bhagwanpur BHU	1989	ASP	9.8
27	Uttar Pradesh	Varanasi	DLW	1993	ASP	12
28	Uttar Pradesh	Mirzapur	Ramaipatti	1993	UASB	14
29	Uttar Pradesh	Mirzapur	Vindyachal	2008	WSP	4
30	Uttar Pradesh	Anupshahr	Anupshahr	2004	OP	0.81
31	Uttar Pradesh	Anupshahr	Anupshahr	2004	OP	1.75
32	Uttar Pradesh	Farrukhabad	Fatehgarh	1993	OP	2.7
33	Uttar Pradesh	Narora	Narora		ASP	2.25

34	Bihar	Patna	Pahari	1994	AL	25
35	Bihar	Patna	Beur	1993	ASP	35
<b>S. No.</b>	<b>State</b>	<b>Name of town</b>	<b>Location of STP</b>	<b>Year of commissioning</b>	<b>Technology</b>	<b>Installed STP Capacity (MLD)</b>
36	Bihar	Patna	Saidpur	2002	ASP	45
37	Bihar	Patna	Karmalichak	2007	AL	4
38	Bihar	Bhagalpur	Bhagalpur		AL	11
39	Bihar	Buxar	Buxar		AL	2
40	Bihar	Chappra	Chappra		AL	2
41	West Bengal	Titagarh	Titagarh	1934	ASP	4.5
42	West Bengal	Titagarh	Titagarh	1986	OP	4.5
43	West Bengal	Titagarh	Bandipur	1986	OP	14.1
44	West Bengal	Bhatpara	Jagaddal	1994	ASP	10
45	West Bengal	Bhatpara	Jagaddal (ASP)	1994	ASP	9.5
46	West Bengal	Bhatpara	Jagaddal (OP)		OP	4.5
47	West Bengal	Bhatpara	Kankinara	1995	OP	10
48	West Bengal	Baidyabati	Baidyabati-Saspara	2005	OP	6
49	West Bengal	Konnagar	Konnagar-Kanaipur Panchayat	2001	OP	22
50	West Bengal	Panihati	Panihati	1987	OP	12
51	West Bengal	Howrah	Kona	1989	OP	30
52	West Bengal	Howrah	Anupara		TF	45
53	West Bengal	Chandannagar	KhalisaniChandernagore near RlStn Ward No.31	1993	TF	18.16
54	West Bengal	Chandannagar	Chandannagar	1993	OP	4.54
55	West Bengal	Bansberia	Bansberia	2009	WSP	0.3
56	West Bengal	Kamarhati	Ward No. 18, Mathkhal, Baranagar, South DumDum	1994	TF	40
57	West Bengal	Naihati	Naihati	2009	ASP	11.56
58	West Bengal	Naihati	Ward-18, Naihati	1990-2005		6.5
59	West Bengal	Garulia	Near Burning Ghat, Garulia	2004	WSP	7.9
60	West Bengal	Kolkata	Garden reach	2011	ASP	57
61	West Bengal	Kolkata	Cossipore (Bangur)	2011	ASP	52
62	West Bengal	Kolkata	South- Sub-Urban (Keorapukur)	2009	AL	45
63	West Bengal	Kolkata	Bhagajatin	1984	AL	15
64	West Bengal	Kolkata	Hastisur	2004	OP	10
65	West Bengal	Serampore	Serampore- Left side of Delhi-Howrah Rl route	1990	TF	19
66	West Bengal	Mahesthala	Mahesthala	2003	WSP	4
67	West Bengal	Budge Budge	M.H.Khan Rd Budge-Budge in ward no.19	2009	WSP	4.25

S. No.	State	Name of town	Location of STP	Year of commissioning	Technology	Installed STP Capacity (MLD)
68	West Bengal	Bhadreshwar	B.B. Street beside the Victoria Jute Mill Ground, Telinipara	2006	AL	7.6
69	West Bengal	Barrackpore	Barrackpore	2003	OP	1
70	West Bengal	Barrackpore	North Barrackpore	2003	OP	4.35
71	West Bengal	Murshidabad	Berhrampore	1990-2005	OP	3.7
72	West Bengal	Kalyani	Kalyani Block- B2,B3		TF	11
73	West Bengal	Kalyani	Kalyani Tower area		OP	6
74	West Bengal	Champdani	Champdani	2009	AL	1
75	West Bengal	Nabadwip	Nabadwip		OP	10
76	West Bengal	Jiaganj-Azimganj	Jiaganj-Azimganj	1990-2005	OP	1.39
77	West Bengal	Kanchrapara	Gayeshpur, Halishar&Kanchrapara	2004	OP	13
78	West Bengal	Khardah	Khardah	2005	WSP	3
79	West Bengal	Katwa	Katwa	1990-2005		2.3
80	West Bengal	Murshidabad	Murshidabad, ward no-2	1990-2005		1.96
81	West Bengal	Diamond Harbour	Ward no-10, Diamond Harbour	1990-2005		2.03
82	West Bengal	Gayeshpur	Gayeshpur (Kalyani sub-division)	2017	SBR	8.3

## **Appendix B**

### **Reporting Requirements**

1. The consultant is required to provide the following Reports as deliverables:
  - (a) Inception report – within 15 days from the date of execution of contract.
  - (b) STP specific report- The following STP specific reports need to be submitted:
    - (i) Preliminary survey report for each STP
    - (ii) Draft STP assessment & augmentation report
    - (iii) Final STP assessment & augmentation report (DPR for individual STP)
    - (iv) Tender Document – After approval of the DPR by NMCG, the tender document needs to be prepared for an individual STP or for a group of STPs based on feasibility with prime consideration of works execution at the earliest, ease of implementation and monitoring, preferably single agency for a town, approval recommendations etc.
  - (c) Draft report on Real-time monitoring of STPs, Centralized Dashboard and Display Mechanism – within 2 months from date of contract execution.
  - (d) Final report Real-time monitoring of STPs, Centralized Dashboard and Display Mechanism.
  - (e) Monthly progress reports – submission by 5th day of the month.
  - (f) As part of the part 4 of the terms of reference, the consultant shall be required to submit :
    1. Development & tender strategy to ensure expeditious tendering, work award and works execution.
    2. Necessary tender processing documents, NIT, RFP, evaluation reports, contract documents etc.
    3. Fortnightly reports on execution supervision & onsite assistance for the rehabilitation / renovation works from the initiation of contract award.
  - (g) Final consolidated report.

The consultant may mobilise multiple support teams and needs to plan the studies in a manner that it should be able to start bring out the Final STP assessment & augmentation report (DPR for individual STP) for appraisal & approval purposes at the earliest possible and to ensure completion of investigative studies and submission of all the final STP assessment & augmentation report (DPR for individual STP) by the end of 6 months from the date of execution of contract thereby enabling expeditious tendering and execution of works. The consultant needs to present its plan / methodology to this effect in its tender submission.

## Appendix C

### Key Experts and Support Staff

#### **Team Members for the Project - Qualifications, Experience and Other Requirements of Proposed Staff**

- i. The Consultant shall provide the list of specialists in various fields supported by suitable middle/ junior level professionals. It is expected that the consultant shall provide following key personnel having requisite background in the respective areas of specialization / or similar areas of expertise.
- ii. The Consultant is required to provide a team of sufficiently qualified personnel to professionally undertake the assignment, meeting the agreed targets, timelines, quality assurance and standards.

The following categories of professional personnel is required in the team as Key Experts/ Personnel:

<b>Sr.No.</b>	<b>Key Person</b>	<b>Qualification &amp; Experience</b>
1.	Team Leader	Post Graduate in Sanitary/Public Health/Environmental Engineering. 20 years total experience working in engineering and consulting activities and at least 15 years spent preferably in the sewerage systems network, pumping/lifting stations and Sewage Treatment Plants, Interception and diversion schemes, Industrial effluent treatment Plants. At least 10 years will have been spent in Project Management with experience as team leader on projects of similar nature.
2.	Dy. Team Leader	Graduate in Mechanical Engineering with 15+ years and should also have experience in Water Wastewater treatment projects. 10+ years working experience in engineering design/ consulting activities in pumping/lifting stations and sewage treatment plants, effluent treatment Plants, Other infrastructure projects. At least 5 years will have been spent in Project Management with experience on projects of a similar nature.

3.	Electrical Expert	Electrical Engineering Graduate from a recognized University /Engineering Institution) with at least 10 years spent in engineering design/consultancy services in the sewage treatment plant, environmental engineering sector. Should have experience of having worked on at least two projects of sewage treatment plant sector carrying similar nature works.
4.	Instrumentation & Control Expert	Instrumentation/Electronic Engineering Graduate from a recognized University /Engineering Institution) with at least 10 years spent in engineering design/consultancy services in the sewage treatment plant, environmental engineering sector. Should have experience of having worked on at least two projects in sewage treatment sector carrying similar nature works.
5.	Process Expert	Chemical/Environment Engineering graduate from a recognized University /Engineering Institution) with at least 10 years spent in engineering design/consultancy services in the sewage treatment plant, environmental engineering sector. Should have experience of having worked on at least two projects in sewage treatment sector carrying similar nature works.

The consultant shall propose the support personnel as per the project requirement & shall be required to effect changes in support personnel if, so required, by NMCG.

**Appendix D**

**-Not used-**

**Appendix E**

**-Not used-**

**Appendix F**

**-Not used-**

**Appendix G**

**-Not used-**

**Appendix H**

**-Not used-**

**Appendix I**

**Performance Bank Guarantee**



**Appendix J**

**Letter of Award**

**Appendix K**  
**Consortium Agreement**