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“Appointment of agency for providing consultancy services for as resource person for preparing detailed project report and hand holding support (AMC) during implementation of various Solid Waste Management, waste water management projects IEC Activities for (pre and post) Swachh Survekshan 2023 etc in Ayodhya Municipal Corporation under SBM (U) 2.0, Amrut 2.0 and other applicable govt. funding program”

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## **1 Background**

Ayodhya Municipal Corporation (AMC) is the urban local body responsible for governing, developing and managing Ayodhya. It administers an area of 89.59 sq km of Ayodhya city. The entire AMC area is divided into 60 municipal wards and. AMC provides various citizen services to its citizenry and one very important service is conservancy services.

The Secondary Collection and Transportation (C&T) is being handled by a fleet of modern compactors and tippers by AMC. There are modern vehicles being used for C&T like Compactor vehicles, Mobile Compactors, Transfer Station, etc. There are two functional Transfer Stations in Ayodhya. One at Near Police Line, and the other near Sursari Colony Civil lines. As per SWM rules 2016, it is the duty of the ULB to establish the processing facility for the municipal waste generated in ULB, at present AMC generates around 140 TPD.

For achieving this goal AMC is desirous to hire reputed, experience consultants/consultancy firm who can provide overall solution for the existing SWM system in AMC where the consultant shall prepare DFR, RFP documents and assistance in selection of concessionaire or contractors and additionally provide AMC/TPQAM services initially for one year and may be extended till completion of SBM 2.0. It is emphasized that AMC is interested in harnessing private sector expertise for enhanced infrastructure service delivery.

### **General Engagement overview**

The bidder is required to carry out the work as per the ToR, where in it shall deploy manpower as per the ToR and impart service adhering to highest ethical standard. The manpower resources as detailed in the ToR shall be permanently based at Ayodhya. The team shall assist the Authority on the day to day basis to fulfill the ToR.

### **Engagement objective**

AMC intends to improve SWM services and infrastructure in Ayodhya city, appointed consultant shall first prepare holistic Master plan for horizon of 30 years for components under SBM(U) 2.0, Detailed project report of selected components from master plan, prepare bid documents and assist in bid process management, provide hand holding support to AMC during implementation. Assisting AMC in organizing various seminars and symposium for idea dissemination. Assist the authority in program management related to Swachh Bharat Mission, Special Projects under various other funding program. Assist the AMC in getting funds from GoI under SBM for development and implementation of projects. Assist the Authority in formation/drafting of state level, ULB level policies related to SBM components and its implementation.



### **Engagement Location**

The Project Coordinator (Nodal Person) shall be permanently deployed in Ayodhya throughout the project period. The key experts and other resources shall be available at Ayodhya as per client requirement, and the location shall be Ayodhya Municipal Corporation, civil line Ayodhya-224001 E: mail: nagarnigamayodhya@gmail.com

## **2 General instructions to Bidders**

Bidder's are hereby invited to submit Pre-qualification, technical and financial proposals for "Appointment of agency for providing consultancy services for preparation of 'Master Plan', detailed project report and hand holding support (AMC) during implementation of various Solid Waste Management projects in Ayodhya Municipal Corporation under SBM (U) 2.0 and other applicable govt. funding program".

The detailed scope of work and milestone of this assignment is detailed in the Terms of Reference (ToR).

Authority means Commissioner, Ayodhya Municipal Corporation.

A Bidder will be selected under Quality and Cost Base Selection (QCBS) procedures described in this RFP and in accordance with the procurement guidelines.

The following documents are enclosed to enable Bidder to submit proposal: (a) Terms of reference (TOR); (b) Pre-qualification Criteria; (c) Supplementary information for Bidder, including a suggested format of curriculum vitae of key personnel; (d) A Sample draft Agreement of Contract for this assignment to be carried out by the Bidder or Lead Bidder; and (e) Bank Guarantee format;

The "Pre-qualification" and "Technical" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Prequalification forms, supplementary information for Bidders. The first envelope marked "Pre-qualification criteria" in one separate cover, viz., Cover-1 must be sealed with sealing wax, tape and initialed across the seal. This cover should contain the Earnest Money Deposit (EMD) of **Rs. 2,00,000 (Rupees Two Lakhs only)** and Tender fee in the form of Demand Draft to be taken in the name of "**Municipal Commissioner, Ayodhya Municipal Corporation**", the cost of Tender Document (tender fee) is non-refundable. However, EMD of unsuccessful Bidder(s) will be returned within 30 days of the date of completion of selection / tender process.

The second envelope, viz., Cover-2 marked "Technical proposal" must also be sealed and initialed across the seal and should contain information required, qualification, signed bid document, all forms, supplementary information, for Bidder(s).

**The first and second envelopes should not contain any cost information whatsoever. The 'Financial Proposal for the captioned project' must be submitted online only.**



The sealed envelopes Cover 1 and Cover 2 should again be placed in a separate sealed in one cover, which shall be clearly marked with the name of the assignment and received in the office of “Ayodhya Municipal Corporation, civil line Ayodhya-224001 E:mail: nagarnigamayodhya@gmail.com

If the cover of proposals is not marked with the name of the assignment indicating the bid submission date and time, the cover will not be opened and returned to the Bidder(s) unopened treating as “Not Qualified”. RFP not accompanied by the required EMD in the requisite form as mentioned in the RFP / tender document shall be summarily rejected.

If the cover of proposals is not marked with the name of the assignment indicating the bid submission date and time, the cover will not be opened and returned to the Bidder(s) unopened treating as “Not Qualified”. RFP not accompanied by the required EMD in the requisite form as mentioned in the RFP / tender document shall be summarily rejected.

Please note that the Authority is not bound to select any of the bidder submitting proposals. Further, as quality is the principal selection criterion, the Authority does not bind itself in any way to select the Bidder offering the lowest price.

The selected Bidder shall not disclose any information / data to others without the written permission of the Authority.

The Bidder is requested to hold its proposal valid for 90 (ninety) days from the date of submission without changing the personnel proposed for the assignment and proposed price. The Authority will make its best efforts to select a Bidder within this period.

Please note that the cost of preparing a proposal and of negotiating a contract including visits to Authority, if any is not reimbursable as a direct cost of the assignment.

Assuming that the contract can be satisfactorily concluded within 30 days, the Bidder is expected to take-up / commence with the assignment within 15 days after issuance of LoA/ signing of Agreement.

The successful bidder will be invited for signing agreement. The bidder is requested to furnish a performance security at the rate of 2% of the finalized Contract Value in the form of irrevocable Bank Guarantee from any one of the Nationalized / Scheduled Bank in India. The same will be released on successful completion of the engagement. The validity of performance security will be extended according to the extension of contract period.

The Earnest Money Deposit of the successful Bidder will be discharged when the Bidder furnishes the required Performance Security and signs the Agreement.

**The Earnest Money Deposit may be forfeited.**

- i. If the bidder withdraws the tender after Tender opening during the period of validity of the tender.
- ii. If the bidder withdraws the Tender after the issue of Letter of Award of Tender.
- iii. In the case of a successful bidder, if the bidder fails within the specified time limit to furnish the required performance security or sign the Agreement or accept the Letter of Award.
- iv. if the Bidder has furnished incorrect information on qualification and experience.

The fees shall be quoted in Indian Rupees only. Please note that the remuneration paid against the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.

Any entity which has been barred by the Central Government or, any State Government, or a public sector undertaking or any Urban local body in India as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its



Associate (“Associate” means a firm have common controlling shareholders or other ownership interest as that of the Bidder where the cross holding is more than 26%).

Please note that mobilization advance is not allowed in this contract.

Consortium of maximum two entities are allowed for meeting the Qualification criteria as set out in clause 8 (i), (ii) and (iii) and the said Consortium should sign Joint Bidding Agreement as per **Annexure-2 Attachement-1**.

All documents and communication relating to the Bid should be in English language only. All the pages should be serially numbered and signed by the Bidder.

Authority will make payments on receipt of certification for the monthly bills from the authorized officials of Authority for the services provided.

All activities, review, periodic site visit, monitoring, reporting requirements, performance review, manpower scheduling, mobilization/demobilization, etc., will be directly done by the Authority.

Authority reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.

The conditional bids are liable for rejection.

Bidders are encouraged to submit their respective response to this RFP after assessing the geographical setting of Uttar Pradesh i.e. location, social condition, climate, logistics etc.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Test of responsiveness:

Pre-qualification Proposal along with EMD, Cost of tender Document (Tender fee) – Cover – 1

Technical Proposal – Cover – 2 Signed and sealed copy of the RFP, Pre-proposal Minutes of the Meeting, Addendums issued, etc., shall be submitted as part of Cover 2, without any financials)

Financial Proposal – Only Online.

All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the bidders authorized representative as part of the Technical Proposal – cover-2.

#### **Clarification of Bidding Document**

A prospective Bidder requiring any clarification on the RFP Document shall contact the Authority with queries in the below format in writing at the address indicated in the Bid Data Sheet and on email mentioned in bid data sheet. The Authority will respond in writing to any request for clarification, provided that such request is received on or before the date of pre bid meeting.

E-Mail : nagarnigamayodhya@gmail.com

Sr.no.	RFP Clause, Clause No.,	Query/Clarification	Remarks, if any



### **Opening of proposal**

The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the Commissioner, Ayodhya Municipal Corporation or his authorized representative in its office at 14/12/2022 at 14:00 HRS. It may please be noted that the second envelope containing the technical proposal will not be opened until pre-qualification criteria is evaluated, and detailed price offer will not be opened until technical evaluation has been completed, the result approved and notified online on website/portal.

### **Evaluation**

The Evaluation Committee consisting of officials will be appointed by the Authority for evaluation of proposals. A two-stage procedure will be adopted in evaluating the proposals:

- Pre-qualification of Bidder(s) will be verified, which will be carried out prior to opening of technical proposal.
- Technical evaluation of the pre-qualified Bidder(s), which will be carried out prior to opening any financial proposal.
- Financial proposal of all qualified bidder shall be compared, and relative score shall be given as per financial bid evaluation process set forth in this RFP in subsequent para 3.4 Pre-qualification

## **3 Prequalification**

Upon verification of EMD and Tender fee/bid document fee, technical bid shall be opened by AMC and test of responsiveness shall be done on following criteria.

### **Technical Capacity:**

**For demonstrating the Technical capacity, the Bidder has to comply with each of the following conditions in last 7 (seven) years from the Bid due date:**

a) The Bidder should have completed minimum 2 (two) similar projects\* of preparing Feasibility Study Report (FSR) or Technical Feasibility Report (TFR) or Detailed Project Report (DPR) for town having Population not less than 5 Lakh.

**and**

b) The Bidder should have completed Transaction Advisory for minimum 2 (two) similar projects\* or for 2 (two) urban infrastructure projects of preparing Tender preparation, assistance in Bid Process management.

c) The Bidder should have worked as Independent Engineer (IE) / Project Management Consultant (AMC/TPQAM) for supervision and monitoring of one 2 (two) similar projects\* (including Processing and Disposal).

**and**

d) Consultant must be empanelled with MoUD vide notification no. A-46020/3/2013-EA ‘List of agencies empaneled for providing support to the cities/towns for Solid waste management’



\*Similar Projects means Municipal Solid Waste (MSW), Integrated solid waste management, collection and transportation, Processing and Disposal through Composting/ Bio-methanation Plant/ Waste to Energy Plants/ Sanitary Landfill/ Dumpsite Remediation/Bio-mining/ Scientific Capping of Dumpsite carried out for ULB, central govt OR state govt. only.

The Bidder shall enclose all the following documents in support of its technical Capacity:

- a) Certificate of establishment/Proof of Company registration document/ MoA or Partnership Deed (company must be registered in India)
- b) Relevant documents such as work orders/agreements/completion certificates pertaining to required experience mentioned above as Lead consultant
- c) In case a particular work where contract has been executed jointly by the Bidder as part of a consortium/ Joint Venture it should be further supported by Consortium Agreement of the work, which shall clearly state the ‘roles and responsibilities’, percentages share of each bidder.
- d) “Client Certificate” of satisfactory services will be required for eligible projects claiming “the Technical Capacity” which are ongoing or completed. Certificate shall be issued by the authority (ULB, central govt OR state govt.)
- e) Copy of PAN Card, GSTIN Registration Certificate and any other registration certificates if applicable.
- f) Authority letter by JV partners to authorize the person to submit the bid. If Bidder or JV partner is a company Authority letter should be supported by the notarized board resolution.
- h) Under-taking that neither the Bidder nor any of his director has been debarred / black-listed in last 3 years by the central Government / State Government / Local Government/ UADD / Government Agency.
- i) Bidder should have been certified ISO 9001:2015
- j) Bidder should have inhouse NABL laboratory OR submit MoU with NABL accredited environmental laboratory and submit certificate of accreditation with scope of services

**Firms experience**

Firms who have the following qualifications may submit the proposal along with necessary proof

S. N.	Sub Criteria	Marks / Score	Maximum marks
1	Bidder should have completed minimum 2 (two) Similar Projects of preparing Feasibility Study Report (FSR) or Detailed Project Report (DPR) for town having Population not less than 5 Lakh from the due date of this Bid submission in last 7 years.	2 projects – 09, 3 projects – 11, 4 projects – 13, 5 & more projects – 15,	15
2	Bidder should have completed Transaction Advisory for minimum 2 (two) similar projects** or for 2 (two) urban infrastructure projects of preparing Tender preparation, assistance in Bid Process management and Bid evaluation in last 7 years.	2 projects – 04, 3 projects – 06, 4 projects – 08, 5 & more projects – 10	10



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3	Bidder should have worked as Independent Engineer / Project Management Consultant for supervision and monitoring, third party inspection of minimum 2 (two) similar projects (including Processing and Disposal) in last 7 years.	2 projects – 04, 3 projects – 06, 4 projects – 08, 5 & more projects – 10	10
4	Presentation on proposed ‘work Plan, approach and methodology’ responding to the TOR	20	20
5	The sawachh sarvekshan rank of the city/cities under the consultant should be enhanced during and after consultancy period.	If the city rank upgradation in sawachh sarvekshan is improved by <b>10 to 40 rank :</b> In 01 city – 05, In 02 city – 07, In 03 & more city – 09 <b>41 rank to 100 &amp; more:</b> In 01 city – 09, In 02 city – 012, In 03 & more city – 15	15
6	<b>Subject Experts</b>		
i	Team Leader	08	08
ii	IEC Expert	05	05
iii	Environmental Expert	05	05
iv	Contracts, Management, and PPP Expert	04	04
v	GIS expert	04	04
vi	IT and MIS Expert	04	04
		<b>Total technical score</b>	<b>100</b>

\*\*Similar Projects means Municipal Solid Waste (MSW) Integrated solid waste management, collection and transportation, Processing and Disposal through Composting/ Bio-methanation Plant/ Waste to Energy Plants/ Sanitary Landfill/ Dumpsite Remediation/Bio-mining/ Scientific Capping of Dumpsite carried out for ULB, central govt OR state govt.

#### Key professionals

S.No.	Key Professionals	Marks	Experience
1.	Team Leader (On site)	08	Master in urban planning OR higher degree in engineering with 10 years’ experience and should have worked in similar capacity for at least 10 A class cities in India for planning, designing and execution of MSWM, Sanitation and other infrastructure projects.
2.	IEC Expert Behavior change (on site)	05	Graduate in mass communication with at least 5 yrs of experience in development communication in sanitation and SWM sector & IEC activities.



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S.No.	Key Professionals	Marks	Experience
3.	Environmental Expert (On site)	05	Postgraduate in environmental engineering/science with minimum 5 years of overall experience in preparation of FSR/DPR of solid waste management and liquid waste management for urban area in India, should also have experience in working in WTP, STP/FSTP and, SLF, Closure of SLF, biomining of legacy waste in solid waste management projects in India.
4.	Contracts, Management, and PPP Expert (On site)	04	Postgraduate in civil engineer with construction management post-graduation or Civil Engineer with MBA, with 5 years' overall experience in contract management in civil engineering/ SWM projects
5.	GIS expert (On site)	04	Master degree in Geography, Geo informatics, Remote Sensing, GIS / Any other relevant GIS related degree having minimum 5 years' experience of image processing, mapping, data base creation & analysis in GIS, and data management with GIS platforms
6.	IT and MIS Expert (On site)	04	Post-graduate in computer application (MCA)/ Information technology having at least 5 year experience out of which minimum 5 year experience in knowledge management and 'development and implementation' of a MIS database and website

**Note**

- 1) In case of consortium, the entity meeting of the Technical Qualification shall be deemed as the Lead bidder.
- 2) In case of consortium the qualification can be met by the consortium partners either jointly or severally. It is further clarified that all the qualifications should be met by the consortium and the JBA as per the Annexure-2: Attachment-1.
- 3) In case of consortium, share of lead partner should not be less than 60%, Team leader must be from lead firm/partner.
- 4) Only proposals of Bidder determined to be qualified will be considered for technical and financial evaluation. The technical and price envelopes of others will not be considered and returned unopened after completing the selection process.



- 5) Bidder shall not have an ownership interest or a continuing business interest or not be an associate with concessionaire/contractor/ existing consultants of the Authority.
- 6) It should be noted that “Ongoing/completed assignment along with work orders or work completion letter will only be considered for evaluation”.
- 7) The Authority reserves the right to verify all statements, information, and documents submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 8) No reference of Price/Financial Bid should be anywhere mentioned in the Technical Bid. Any Indication of Price/ Financial Bid in the technical proposal shall result in disqualification of the Bidder.
- 9) The Evaluation Committee of the AMC shall carry out evaluation of Bidder’s technical proposal by way of applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (St).
- 10) Shortlisted consultants securing 70% out of 80 marks i.e. excluding the marks of (4) “Presentation on proposed ‘work Plan, approach and methodology’ responding to the TOR” shall be invited for the presentation at AMC office, which shall form part of the overall technical evaluation.
- 11) The Presentation and understanding of the approach & methodology proposed  
[Note to Bidder: The AMC will assess whether the proposed methodology is clear, responds to TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts].

\* Note: -Closed/ Completed Project shall mean where the contractor or concessionaire has been identified and the agreement has been executed between the Parties.

- 12) Curriculum vitae of subject expert for assessing the qualifications and experience of the personnel proposed to be deployed for the assignment should be included with the proposal (in the format of the sample curriculum vitae). These personnel will be rated in accordance with:

**Qualifications - (30 points)**

**Adequacy for the project - (70 points).** (Suitability to perform the duties for this assignment. These include education and training, length of experience on fields similar to those required as per terms of reference etc.) -

\* Note: The submitted CV should be self-attested by the respective Key Professionals.

Quality and competence of the consulting service shall be considered as the paramount requirement.

Technical proposals scoring 70% or higher shall only be considered for financial evaluation. The online price bid of those entities who have scored less than 70% shall not be considered for opening. The Authority shall notify the consultants, results of the technical evaluation and invite those who have secured the minimum qualifying marks during opening of the financial proposals indicating the date and time.

The subject experts proposed shall be available at Ayodhya for this assignment as per TOR and be available per the need and requirements of AMC after award of work.



#### **Financial Capacity:**

For demonstrating the financial capacity (“the Financial Capacity”), the Bidder must comply with each of the following conditions:

Minimum average annual turnover of INR 2.00 Crore in the preceding three financial years i.e. 2018-19, 2019-20, 2020-21);

The Bidder shall enclose all the following documents in support of its Financial Capacity:

- a) Audited Financial Statement for the Financial Year 2018-19, 2019- 20, 2020-21(provisional turnover, P & L statement, Balance sheet must be duly certified by chartered accountant for 2020-21.)
- b) Certificate from Chartered Accountant for Net Worth and three years Turnover.

#### **Financial Proposal Opening:**

The financial proposal shall be opened in the presence of the bidder’s representatives who choose to attend. The name of the bidding entity, the quality scores and the proposed prices shall be read out and recorded. The Authority shall prepare minutes of bid opening.

**The Bidder(S) securing the highest score may be invited for negotiations.**

#### **Negotiations**

Negotiations will commence with a discussion of your technical proposal, the proposed methodology (work plan), costing, financial quote, staffing and any suggestions Bidder may have made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and staff months, logistics, reporting requirement and final negotiated contract value.

The Contract will be awarded after successful negotiations, with the selected bidder.

#### **Fraud and Corrupt Practices**

The Bidder and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the bidder, without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.

#### **Settlement of Disputes**

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.

Miscellaneous. In any arbitration proceeding hereunder: proceedings shall, unless otherwise agreed by the Parties, be held in Ayodhya. The English language shall be the official language for all purposes; and the decision of the



sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in a court of competent jurisdiction (Uttar Pradesh), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

**Termination of contract**

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

By the Authority: The Authority may terminate this Contract in case of the occurrence of any of the events specified as per the Annexure 4A (Draft Contract Agreements):

By the Consultant: The Consultant may terminate the Contract in case of the occurrence of any of the events specified as per the Annexure 4A (Draft Contract Agreements).

**Cessation of Services:** Upon termination of this Contract by notice of either Party to the other, 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. Upon termination of this Contract, the Authority shall make the payments to the Consultant: for Services satisfactorily performed prior to the effective date of termination (till the date of receipt of termination letter).



**Cost of bid submission**

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Tendering process including subsequent negotiations, visits to Project site, etc. Authority is not to be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

**Conflict of Interest:**

The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Authority's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

The Consultant has an obligation to disclose to the Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Authority. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Agreement.

Without limitation on the generality of the foregoing, and unless stated otherwise given in writing, the Consultant shall not be hired under the circumstances set forth below:

**Conflicting activities:**

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

**Conflicting assignments:**

Conflict among consulting assignments: Consultant or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the Authority.

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



#### 4 Terms of Reference

The scope of services to be provided by the Consultant is detailed in this section. In addition to the services as detailed hereunder, the Consultant shall also discharge duties as desired by the Authority from time to time in professional manner.

##### Scope of Work

The successful bidder (consultant) after signing Contract Agreement (CA) shall initiate services as per Scope of Work.

The Consultant shall deploy the required manpower, subject experts, and professionals as per RFP. Manpower Deployment of this Contract Agreement for performing the assignment as and when required by the AMC. The scope of work includes “Preparation of DPR/FSR covering aspects such as Planning, Design, Construction, Operation and Maintenance of SWM Projects such as Collection & Transportation, Processing and Disposal for all SWM Components such as Compost, MRF, RDF, Bio-methanation Plant, Waste to Energy Plants, Sanitary Landfill, Dumpsite Remediation through Bio-mining & Scientific Capping (including Leachate Management, Landfill Gas Management), Street Sweeping, Construction & Demolition (C&D) Waste Management, Plastic Waste Management, etc., providing Transaction Advisory services such as Bid Process management, Bid evaluation and providing supervision and monitoring services as Project Management Consultant (AMC)/Third Party Quality Assurance and Monitoring (TPQAM) during the implementation of these projects”.

Besides SWM Components mentioned in above paragraph, the scope of consultant shall also include other projects under Swachh Bharat Mission (SBM 2.0) guidelines of Minister of Housing and Urban Affairs, Government of India (GoI). The Consultant shall provide services under scope of work as per the CPHEEO SWM Manual-2016, all provisions of SWM Rules 2016, SBM –(U) 2 and applicable acts, rules, regulations, guidelines, norms, statutory orders, bye laws and their amendments from time to time.

Detailed Scope of Work: The scope of work of consultants is divided into four (4) Parts as mentioned below:

- Part-1: Preparation of Master Plan for components under SBM (U) 2.0 and other govt. funding
- Part-2: Preparation of Detailed Project Report (DPR) / Feasibility Study Report (FSR)
- Part-3: Bid document preparation, assistance in bid process management and bid evaluation, award of work
- Part-4: Project Management Consultancy (AMC) Third Party Quality Assurance and Monitoring (TPQAM) during implementation of the project

The consultant will be responsible for preparation of Detailed Project Report, Transaction advisory services and Supervision & Monitoring during implementing Solid Waste management project. The Detailed scope of work of consultant for the project shall include but not limited to:

##### **Part-1: Preparation of Master Plan for components under SBM (U) 2.0 and other Govt. funding**

Consultant shall carry out data collection, evaluation, analysis of current scenario and find out gap in the current SWM system in terms of services and infrastructure. Consultant should carryout brainstorming session, extensive stake holder consultation with various stake holders and prepare vision for “Clean and Green Ayodhya”. Master plan should clearly mention population projections, waste generation with various scenario with 3R implementation. Master plan must have proposal in commensurate with SBM (U) 2.0 guidelines, SWM rule 2016, Best practices adopted by Indian cities, case studies of national and international cities of similar size, geography with its applicability to Ayodhya.



Master plan must block cost of proposals, its phasing, financial modelling, sources fund under various govt. scheme.

**4.2.1 Detailed scope for master plan preparation shall be as under;**

- a) To visit the AMC project site to collect data and review the existing Solid Waste Management practices from collection & transportation to its treatment and disposal including remediation of dumpsite through bemoaning and/ scientific capping.
- b) To collect all available and relevant Secondary Data
- c) To study the topography of the town and assess the road length and width.
- d) To collect all data related to Solid Waste Management from the ULB authorities viz. information about vehicles, Equipment, collection system, transfer stations, satellite station, available weighbridges and expenditure being done presently on SWM.
- e) To collect the budget and other financial details from the ULBs and assess its financial capability.
- f) To gather information about the prevalent system of solid waste processing and disposal in the ULBs by observing the current situation of the city.
- g) To assess the waste generation per capita per day (GPCPD) and waste characterization for the ULBs by taking necessary samples.
- h) To assess total quantity of daily waste generation.
- i) To assess the quantity of existing waste dumped at various locations in and around the dumpsite by conducting necessary topographical survey and Geotechnical Investigation.
- j) Study and analyze land allocated to the AMC for SWM projects and assess the suitability of the proposed land for activities such as temporary waste storage, transfer station, satellite station, segregation, processing and disposal etc. on the basis of parameters laid down in SWM Rules 2016 and CPHEEO SWM Manual 2016.
- k) To assess the existing condition of the Sanitary Landfill, if any in the AMC.
- l) To assess availability of Water, Power, Transmission Line, nearby STP, Sewerage, Approach Road, Weighbridge etc. at proposed site.

**Part-2: Preparation of Detailed Project Report (DPR) /Feasibility Study Report (FSR)**

**AMC will identify components from master plan for implementation as per need and availability of budget etc. and consultant must prepare DPR of these identified components only.**

The DPR/FSR should detail out various technological options from the standpoint of ULB and other financial resources. The analysis of options should include costs of capital investments, operation and maintenance and monitoring.

The Consultant shall conduct Site visits and prepare the DPR/FSR considering for optimization of waste and its collection, transportation, segregation, processing, and scientific disposal. In addition to the points laid down below:

**Data Collection and Baseline Assessment applicable for any SWM Component:**

- m) To visit the ULB and project site to collect data and review the existing Solid Waste Management practices from collection & transportation to its treatment and disposal including remediation of dumpsite through biomining and scientific capping.
- n) To collect all available and relevant Secondary Data
- o) To study the topography of the town and assess the road length and width.



- p) To carry out necessary primary Site surveys, investigation such as Topographic Survey for Site Contour and Layout assessment, Geotechnical Investigation to assess soil strata for Foundation design requirements, MSW Sampling and Analysis, Baseline Environmental Assessment for Air, Water, Ground Water, Soil etc.
- q) To collect all data related to Solid Waste Management from the ULB authorities viz. information about vehicles, Equipment, collection system, transfer stations, satellite station, available weighbridges and expenditure being done presently on SWM.
- r) To collect the budget and other financial details from the ULBs and assess its financial capability.
- s) To gather information about the prevalent system of solid waste processing and disposal in the ULBs by observing the current situation of the city.
- t) To assess the waste generation per capita per day (GPCPD) and waste characterization for the ULBs by taking necessary samples.
- u) To assess total quantity of daily waste generation.
- v) To assess the quantity of existing waste dumped at various locations in and around the dumpsite by conducting necessary topographical survey and Geotechnical Investigation.
- w) To visit the required towns of the Division and inspect the land allocated to the ULBs for SWM projects and assess the suitability of the proposed land for activities such as temporary waste storage, transfer station, satellite station, segregation, processing and disposal etc. on the basis of parameters laid down in SWM Rules 2016 and CPHEEO SWM Manual 2016.
- x) To assess the existing condition of the Sanitary Landfill, if any in the ULB.
- y) To assess availability of Water, Power, Transmission Line, nearby STP, Sewerage, Approach Road, Weighbridge etc. at proposed site.

**Approach (Centralize or Decentralize) applicable for any SWM Component:**

To suggest approach on centralize or decentralize arrangement for proposed SWM projects, based on actual ground situations and assessed quantities, if required for better implementation and operation of the project.

Gap Analysis and Propose Plan for next 20 years Projections applicable for any SWM Component: Identify & conceptualize projects required to be implemented for collection and transportation (C&T) facility, Processing and Disposal Facility considering various requirements as follows.

- a) Assess the existing capacity of Collection and Transportation (C&T) facility and propose suitable mechanism to improve the C&T process.
- b) Assess the existing capacity of Treatment, Processing and Disposal facility and propose new infrastructure required to be constructed.
- c) Detailed Planning, Design, Costing for Civil, Electrical, Mechanical, Instrumentation, etc. works, all the Equipment, usable life of Equipment, machineries, etc. and resource (Water, Power, Land, approach road, sewerage, etc.) based on the requirements of the site.
- d) Detailed Design, Drawing of Allied infrastructure such as Workshop, Storerooms, Office Rooms, Weighbridge with Cabin, WC, Internal Road, Storm Water Drainage, Leachate Conveyance and Treatment System, Compound Wall etc.
- e) Detailed estimate of number of manpower requirements.
- f) Detailed estimate of Water, Fuel, Consumables etc. requirements.
- g) Estimate O&M Expenses for Manpower, Water, Fuel, Consumables,
- h) Estimate recurring Asset Replacement Cost



- i) Estimate revenue from various sources such as sale of by-product (RDF, Power, Compost, Recyclables, Recovered C&D material, etc.)
- j) Propose alternative method and market linkages for sales of RDF, Power, Compost, Recyclables, Recovered C&D material.
- k) Detailed SLF Layout Planning for 20 years period including Buffer Zone, Green Belt, etc.
- l) Propose Post Closure Maintenance Plan for 15 years of maintenance of Capping works.

**Collection and Transportation (C&T) applicable for MSW, C&D, Plastic Waste, etc. Projects:**

- a) Door to door collection for every household of the town has to be done daily in the morning hours (7 to 10 am) in each ULB.
- b) Strategic placement of bins at places where waste may be generating continuously.
- c) Asses the collection mechanism i.e. nature of vehicles, frequency of collection, manpower deployment etc. for DTDC (Door to Door Collection).
- d) Collection mechanism for secondary collection from bins placed at strategic places.
- e) Transportation mechanism of waste from every ULB has to be done as per the requirements in such a way that the cost should be minimized, supported by comparative analysis of various options, in case of Cluster approach.
- f) Transportation mechanism of the waste after primary collection and secondary collection either to Transfer Station or Processing Facility or Scientific Landfill Facility.
- g) Selection of optimum number of transfer station(s) within the lead ULB as well as Satellite ULB, if required. Temporary storage, if proposed, shall not be for more than 01 days of waste generation.
- h) To assess and consider the suitability of the land for temporary storage, segregation, Material Recovery Facility (MRF), processing and disposal activities at satellite station(s).

**Processing/Treatment for MSW, C&D, Plastic Waste, etc. Projects:**

Propose the waste processing technology and infrastructure to be deployed after a detailed comparative analysis, including operation and financial viability of various technological options available for 20 years projections.

**Infrastructure Planning applicable for any SWM Component:**

- a) Planning, Design, Drawing, Specification, Costing of all the necessary infrastructure such as Civil (Plant Sheds, allied infrastructure such as
- b) Workshop, Store Rooms, Office Rooms, Weighbridge with Cabin, WC, Internal Road, Storm Water Drainage, Leachate Conveyance and Treatment system, Compound Wall etc.), Electrical, Mechanical, Instrumentation, etc. works), all the Equipment, usable life of Equipment, machineries, etc.) and resource (Water, Power, Land, etc.) required for SWM projects based on the requirements of the site.
- c) To provide all the minimum technical specifications of all the Equipment and infrastructure components in FSR/DPR.

**Sanitary Landfill Facility:**

- a) To assess the quantity of waste disposal for the period of preferably for 20 years projections
- b) Land Requirement for 20 years projections.
- c) Ensure Landfill height restrictions based on proximity with nearby Airport.



- d) Land selection based on the SWM Rules 2016, C&D Waste management, SWM CPHEEO Manual 2016, CPCB Guidelines ensuring social and environmental sensitivity and safeguards.
- e) Conduct necessary topographical survey and Geotechnical Investigation etc.
- f) Detailed SLF Layout Planning for 20 years period including Buffer Zone, Green Belt, etc.
- g) Detailed Design, Drawing of SLF with Bottom Liner and Capping Liner components, Landfill-Gas and Leachate Collection and Conveyance System, etc.
- h) Detailed Planning, Design, Costing for Civil, Electrical, Mechanical, Instrumentation, etc. works, all the Equipment, usable life of Equipment, machineries, etc. and resource (Water, Power, Land, etc.) based on the requirements of the site.
- i) Detailed Design, Drawing of Allied infrastructure such as Workshop, Storerooms, Office Rooms, Weighbridge with Cabin, WC, Internal Road, Storm Water Drainage, Leachate Conveyance and Treatment system, Compound Wall etc.
- j) Propose Post Closure O&M Plan for 15 years.
- k) Detailed Cost Estimate of Capital Expenditure and O&M Cost

**Remediation and Reclamation of Legacy Waste Dumpsite through Bio-mining and Scientific Capping:**

- a) To Collect all available and relevant Secondary Data
- b) To carry our necessary primary Site surveys, investigation such as Topographic Survey for Site Contour and Layout assessment, Geotechnical Investigation to assess soil strata for Foundation design requirements,
- c) Waste Sampling and Analysis, Baseline Environmental Assessment for Air, Water, Ground Water, Soil etc.
- d) To assess the quantity of existing waste dumped at various locations in and around the dumpsite by conducting necessary topographical survey and Geotechnical Investigation.
- e) Assess the area which can be reclaimed through Bio-mining and Scientific Capping to be executed based on the quantity of legacy waste and it's spread at the Dumpsite.
- f) To suggest the detailed plan with Drawing and BOQ of remediation of dumpsite through biomining, resource recovery, disposal and scientific capping with detailed drawings and Cost Estimates.
- g) Detailed Reclamation and Capping Layout Planning including Buffer Zone, Green Belt, etc.
- h) Detailed Design, Drawing of Capping with Capping Liner components, Landfill-Gas and Leachate Collection and Conveyance System and its Management, etc.
- i) Detailed Design, Drawing of Allied infrastructure such as Workshop, Storerooms, Office Rooms, Weighbridge with Cabin, WC, Internal Road, Storm Water Drainage, Leachate Conveyance and Treatment System, Compound Wall etc., if required.
- j) Detailed Planning, Design, Costing for Civil, Electrical, Mechanical, Instrumentation, etc. works, all the Equipment, usable life of Equipment, machineries, etc. and resource (Water, Power, Land, etc.) based on the requirements of the site.
- k) Propose Post Closure Maintenance Plan for 15 years.
- l) Detailed Cost Estimate of Capital Expenditure and O&M Cost.

**Costing and Financial Viability applicable for all SWM projects:**

- a) Assessment of Capital Cost associated with every infrastructure component i.e. cost of necessary infrastructure such as Civil (Plant Shed, Workshop, Store Rooms, Office Rooms, Weighbridge with Cabin, WC, Internal Road, Storm Water Drainage, Leachate Conveyance and Treatment system, Compound Wall



etc.), Electrical, Mechanical, Instrumentation, etc. works), all the Equipment, usable life of Equipment, machineries, etc.) and resource (Water, Power, Land, etc.) required for SWM projects based on the requirements of the site.

- b) Assessment of detailed Operation and Maintenance costs during the project horizon of 20 years; the analysis should take into account, various factors such as manpower, fuel cost, maintenance cost, replacement of Equipment, requirement of new Equipment, etc.
- c) A detailed Bill of Quantities (BOQ) based on the prevailing latest schedule of rates of Urban Administration and Development Department, Government of Uttar Pradesh/ market rate (minimum 3 quotations) of Plants and Equipment
- d) A detailed cost estimates should contain all consideration in quantity estimation and rate analysis including lead for respective ULB. It should contain the reference number of SOR etc of all the unit rates of all items.
- e) Assessment of financial condition of ULBs involved, capturing their loan repayment and tipping fee payment capabilities, Anticipate Sources of Funds
- f) Provide financial viability analysis for the proposed projects.
- g) Complete financial modelling of project and estimated detailed calculations of tipping fee to be suggested based on Capital Expenditure, O&M Expenses, Recurring Asset Replacement Cost and, Government Grant, Revenue from various sources such as sale of by-product (RDF, Power, Compost, Recyclables, Recovered C&D material, etc.), Expected IRR, User charges, Proposed Escalations, Salvage value, etc. The Capital structure for the financial model shall be finalized after considering the financial condition of the ULBs, and tipping fee burden on ULBs. All the necessary sensitivities required for getting the approval for the capital structure shall be performed.
- h) Suggestion of the cross subsidized user charges to be levied in the ULBs and their revision horizons.

**Implementation Mechanism and Model applicable for all SWM projects:**

- a) Propose Detailed Scope of Contractor/Concessionaire for the Execution of any SWM projects.
- b) Roles and Responsibilities of Authority for the Execution of any SWM projects.
- c) Propose models such as joint ventures, subsidiaries, public-private partnership (PPP), turnkey contracts, etc. and appoint contractor for designing, developing, managing, and implementing projects.

**Risk Mitigation and Management applicable for all SWM projects:**

- a) Propose Environment impact mitigation and management plan
- b) Prepare risk management matrix with mitigation measures.
- c) Prepare Environment monitoring mechanism
- d) Undertake feasibility on aspects such as technical, commercial, financial, environmental, Social and legal for project development and implementation based on requirements.
- e) Propose and recommend Clearances: The consultant is responsible for identification and listing of all required clearances / permissions in DPR, to be received from relevant authorities (State Pollution Control Board,
- f) Airport / Airfield Authorities, Flood Control/Ground water Management Authorities etc.) for setting up any SWM Projects. Details of all necessary clearances / permissions with their status (clearance work to be initiated, clearance work in process, clearance received) should be included in the DPR.



**Administrative and Implementation Support to be provided by Consultant to AMC for all SBM Projects:**

- a) To keep in constant touch, inform and seek approval from Nodal Authority/Authority, while preparing DPR/FSR, Tender Documents Preparation.
- b) To keep AMC informed, seek guidance and work as per their direction during preparation of the report throughout the assignment and act as follows.
- c) After collection of data and assessment of land suitability, any formation of centralize/decentralize, if required, inform AMC and seek approval to proceed further.
- d) Submission of draft and final DPR/FSR to AMC for approval.
- e) The consultant is responsible for providing all necessary support to AMC for getting the DPRs technically sanctioned from Nodal Authority/Authority.

**Part-3: Tender/Bid document preparation, assistance in bid process management and bid evaluation**

The Consultant will provide bid process management support to Authority. The following are the task to be undertaken during this stage.

- a) Prepare Tender/bid Document (Project Information Memorandum (PIM), Request for Proposal (RFP), Draft Concession Agreement (DCA)/Draft contract agreement etc) in consultation with ULB's official in-charge
- b) The consultants shall prepare concessionaire agreements and other documents / reports, presentations, etc., as required necessary for signing with the bidder and also prepare REoI, RFQ, NIT, RFP, PIM, legal documents, and other documents as required as per Uttar Pradesh Public Procurement Rules, 2020. The transaction advisory shall assist AMC in the Bid Process Management till the identification and signing of the agreement with the PPP Operators / Concessionaires for various SWM initiatives
- c) Prepare BOQ and Estimates as per applicable schedule of rates
- d) Assist AMC in responding to the queries that may be raised during the pre-bid meetings or anytime during the bid process management by preparing minutes along with addendum / corrigendum to the bid documents as required. Upon receipt and opening of bids, prepare technical and financial bid evaluation reports with recommendations and shortlisting, as required.
- e) The consultant has to coordinate with Client, Government, Expert Committee, and other agencies and minute the meetings, if necessary, as per the requirements of AMC. To make presentations at all levels of the work to various agencies and government at all times during the assignment period as required.
- f) Prepare & Assist in finalization of Bid Documents for uploading on e- procurement portal of Government of Uttar Pradesh (GoMP)
- g) Answering the technical queries raised by the contractors in the pre- bid meeting
- h) Preparing all the pre bid questionnaire and clarifications
- i) Assisting in evaluation of bids received by Authority
- j) Recommendation for award of work contracts
- k) Drafting assistance for letter of intent, preparation and signing of contract for appointment of contractors for goods and services

**Part-3: Project Management Consultancy (AMC) /TPQAM services**

**Project Supervision and Monitoring required during implementation of the project**



Consultant will perform periodic supervision of construction, installation activities. The detailed activities to be undertaken during implementation is outlined below:

- a) Deploy the required resources and subject experts, required professionals as per Contract Agreement at AMC for performing the specific assignment as and when required by AMC during the implementation of the project.
- b) Provide timely direction to the Contractor in all matters related to the interpretation of the Contract Documents and other matters related to contract compliance and progress of the project.
- c) Ensure QA/QC at Project site, Verify measurements and Bills submitted by the contractor as per instruction of Engineer Incharge.
- d) Assist AMC and the contractor in easy resolution of issues, and conflicts.
- e) Provide Monthly progress report to AMC.
- f) Monitoring and supervise the contractor’s work during execution period and reports to the concerned Nodal Authority and take Nodal Authority’s consent wherever required.

#### **4.5.1 Detailed Role of the Consultant as Project Management Consultant (AMC)/TPQAM:**

The AMC/TPQAM is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project Facilities by providing hand holding support to AMC. Broadly, the role of the AMC/TPQAM is to:

- a) Independently review, monitor, and where required by the Agreement, to approve activities associated with the Design, Construction, Operation and Maintenance of the Project Facilities to ensure compliance by the Concessionaire with the Construction Requirements and O&M Requirements.
- b) Report to the Parties on the various physical, technical, and financial aspects of the Project based on inspections, site visits and Tests.
- c) Assist the Parties in arriving at an amicable settlement of disputes, should the need arise; and
- d) Review matters related to safety and environment management measures adopted by the Concessionaire for the Project.

#### **Scope of Services**

*Ayodhya Municipal Corporation will forward the proposals on SWM received from Concessionaire for review & feasibility at any time during the empanelment period for onward submission to the Solid Waste Management Committee, AMC.*

The services to be provided by the AMC/TPQAM are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Agreement.

- A) Implementation Period - Design and Planning**
  - a. Ensure that all design work fully complies with all Applicable Laws and SWM Rules 2016 governing the requirements of Municipal Solid Waste disposal.
  - b. Review all the drawings submitted by the Concessionaire and ensure conformity of the same with the Construction Requirements.
  - c. Review of the following submitted by the Concessionaire:
    - i. Quality Assurance Plan;
    - ii. Implementation Plan;
    - iii. O&M Plan – Implementation Period.



**B.) Implementation Period - Construction Inspection and General Services**

AMC/TPQA would monitor, in accordance with Good Industry Practice, the progress in implementation of the SWM projects and ensure compliance with the Construction Requirements. For this purpose, the AMC/TPQAM shall undertake, inter alia, the following activities and where appropriate make suitable suggestions:

- a. Review of administration of the Concession Agreement in full and in complete accordance with applicable laws;
- b. Designate tests on materials and/or equipment;
- c. Review and approve test results and materials and/or equipment used in the Construction Works;
- d. Interpret the requirements of the Concession Agreement and make decisions regarding performance of the Concessionaire. The AMC/TPQAM shall inform and advise the AMC, in a timely manner all matters relating to the execution, progress, and completeness of the Construction Works;
- e. Reject work which fails to comply with the specifications and requirements of the Agreement. Whenever considered necessary or advisable to ensure correction of defective work, the AMC may require inspection or testing of such work, whether or not such work be then fabricated, installed, or completed.
- f. Review, approve or disapprove drawings, samples, and other submissions of the contractors/Concessionaire to determine compliance and conformance with the requirements of the Agreement.
- g. Provide the services of a full-time project representative during the period commencing from 15 (seven) days from the start date of AMC/TPQAM services. Provide the services of experts to check the quality of materials and the workmanship during the installation/construction of the Waste Processing Facility, including the following:
  - i. Weigh bridge at the Project Facilities entry gate;
  - ii. Drainage system;
  - iii. Landfill Gas, leachate collection and treatment system;
  - iv. Water supply system;
  - v. Quality control laboratory and associated Equipment;
  - vi. Electrical systems.

The AMC/TPQAM shall attend regular meetings (“Project Review Meetings” or “PRMs”) with the Nodal Authority and the Concessionaire, to be held at least once in every month during the Implementation Period to report on progress and quality of work performed by the Concessionaire and to discuss problems or other pertinent matters relating to the work.

The AMC/TPQAM shall take notes at the meetings and provide a copy of the PRM minutes to each person who attended the meeting.

The AMC/TPQAM shall prepare and submit to the Nodal Authority, Monthly Progress Reports including the following:

- a. Overall Progress of works;
- b. Slippages, if any, in the construction vis-à-vis planned construction schedule and the reasons thereof;
- c. Construction schedule for the succeeding week;
  - i. Report on Tests
  - ii. Report on notices issued



- d. Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same;
- e. Geo-tagged Photographic record of progress of works over the previous week.

### **C.) Operations Period**

During this period the AMC/TPQAM would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M Requirements. The specific activities to be undertaken would include the following:

- a. Review, approve or disapprove drawings, samples, and other submissions of the Concessionaire to determine compliance and conformance with the requirements of the Agreement;
- b. Consultant's subject expert shall conduct a general inspection of the Project Facilities at least once a month and as and when exigencies require to ascertain conformity with Construction Requirements and O&M Requirements;
- c. Inspect and certify the quality of Municipal Solid Waste supplied by the Nodal Authority, when required.
- d. Inspect and certify the quality of compost being sold or otherwise disposed outside the Sites.
- e. Inspect and certify composition of the Process Rejects/ Process Residue/ Inerts.
- f. Address issues relating to specific site conditions, design modifications, or Concessionaire disputes.
- g. Review the O&M Plans submitted by the Concessionaire from time to time and assist the Concessionaire in finalizing the same. The AMC/TPQAM shall also consult the Nodal Authority prior to finalization of the O&M Plans;
- h. Periodically review the O&M Manual for adequacy;
- i. Monitor Operation and Maintenance activities (including maintenance of Project Facilities and equipment, standards of service, safety and environmental issues) and the overall quality of O&M activities so as to ensure compliance by the Concessionaire with the O&M Requirements, O&M Plan and O&M Manual, Statutory and regulatory, requirements;
- j. Review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
- k. Undertake a monthly review of the various records and registers to be maintained by the Concessionaire and suggest suitable remedial measures/ procedures, where necessary.

The AMC/TPQAM shall attend regular meetings (“Project Review Meetings” or “PRMs”) with the Nodal Authority, and the Concessionaire, to be held at least once in every month during the Operations Period to report on progress and quality of work performed by the Concessionaire and to discuss problems or other pertinent matters relating to the work. The AMC/TPQAM shall take notes at the meetings and provide a copy of the PRM minutes to each person who attended the meeting.

The AMC/TPQAM shall prepare and submit to the Nodal Authority, Monthly Project Reports including the following:

- a. Report on Tests
- b. Report on notices issued
- c. Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same;
- d. Photographic record of progress of works over the previous week.



**D.) During Transfer of Project Facilities to the Nodal Authority**

At the time of Transfer the Waste Processing Facilities at the end of Operations Period/Concession Agreement Period, the AMC/TPQAM shall:

Monitor and certify compliance with the Transfer Requirements,

Issue a Certificate of Compliance with Transfer Requirements to the Concessionaire,

**E.) Meetings, Records and Reporting**

In addition to attending the meetings hereinabove mentioned, AMC/TPQAM shall also participate in emergency or extra-ordinary meetings of the Parties held to deal with any Force Majeure Event or other exigencies.

The AMC/TPQAM shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:

- a. Manpower deployed and other organizational arrangements of the AMC/TPQAM;
- b. Reviews of documents submitted to it by the Concessionaire to meet Construction Requirements and O&M Requirements, such as manuals, Drawings, As Built drawings, schedules, plans and reports;
- c. Inspections undertaken and notices/ instructions issued to the Concessionaire;
- d. Review of compliance with Construction Requirements and O&M Requirements;
- e. Material and Equipment Tests;
- f. Concession Payments / Tipping Fees certified;
- g. Change in Law;
- h. Force Majeure Events;
- i. Breaches and defaults by the Parties; and
- j. Transfer Requirements

**Reporting requirements**

The AMC/TPQAM would be required to submit the following reports to the Parties during the Concession Period including the following:

- a) Implementation Period
  - i. Monthly Progress Report (in accordance with Article 2.2.3 above)
  - ii. Report on Commissioning & Completion Certificate
  - iii. Report on Vesting Certificate
  - iv. Any supplemental or special report that may be considered necessary by the Nodal Authority (including Force Majeure, and breach of obligations).
- b) Operations Period
  - i. Monthly Project Report (in accordance with Article 2.3.3 above)
  - ii. Any supplemental or special report that may be considered necessary (including Force Majeure, and breach of obligations)
  - iii. Annual Review of O&M Manual
- c) Report on Transfer Requirements
- d) Any other report as may be reasonably required by the Nodal Authority or as may be necessary to give effect to the provisions of the Agreement.



**Salient features and specification for the Master plan and DPRs:**

The DPRs should be prepared as per the Solid Waste Management Rules, 2016 & guidelines laid down in the Municipal Solid Waste Management Manuals published in 2016 by the Ministry of Housing and Urban Affairs and guidelines of SBM. The DPR structure / format should be as per the GOI norms and toolkits however the final format / structure for DPR preparation should be jointly agreed between the Authority, Nodal Authority & the Consultant.

**The consultants should also refer / make use of the following while preparing the DPR:**

- a. Relevant Acts/ guidelines / notices issued by CPCB (landfill site selection criteria, etc.) & MPCB [e.g. Uttar Pradesh Non- Biodegradable Garbage (Control) Act 2006, Uttar Pradesh Plastic Carry Bags (Manufacture and Usage) Rules 2006, etc.]
- b. Relevant Government Resolution (GRs) issued by Government of Uttar Pradesh
- c. Handbook of Technologies for Solid Waste Management-2016, Directorate, Urban Administration and Development, Government of Uttar Pradesh
- d. Relevant updates/ circulars by Swachh Bharat Mission (Urban).
- e. Relevant Bureau of Indian Standards (BIS).
- f. Applicable Statutory Norms, Rules, Regulations, Acts, Guidelines, and their amendments from time to time.
- g. Most appropriate Normative Standards and Technical Specifications of Solid Waste Management Equipment.

The consultant is expected to provide realistic, most feasible & sustainable solutions/technologies duly considering the local context / requirement of the city. The DPR should focus on Segregation, Processing and Disposal in a scientific way and complying all rules & norms. There should be minimum insistence on expensive & complicated solutions. The consultants should not propose/suggest any fancy/complicated technology which is not feasible and non-sustainable in nature.

- a) Each DPR should contain all detailed Technical Designs, Bill of Quantities, Cost Estimates, Maps, Coordinates, Drawings & Specifications for works proposed in DPR and also cover sections on Project Implementation Schedule, Project Operations & Maintenance Planning, Project Financial Structuring, Project Financial Viability & Sustainability, Project Phasing, Project Institutional Framework & Project Benefit Assessment. Also fund identification should be included in the DPR, through additional sources including SBM funds.
- a) The details provided in the DPRs should be sufficient enough to cover all the technical, commercial & financial aspect which would be used during tender preparation stage for selection of developer for implementation of the project
- b) The DPRs should have convergence with existing and proposed plans at city level which have direct / indirect influence on solid waste management. It should be in line with ongoing programs & schemes and any sort of duplication should be avoided.
- c) The equipment & vehicles suggested for collection & transportation and options suggested for processing & disposal should be in conformity to the relevant standards, guidelines, etc. The calculation of requirements for new equipment & vehicles should fully take in consideration, existing Equipment & vehicles available with the ULBs. The DPR should take in consideration the existing processing facility & landfill site (if any) in the ULB. The DPR should adopt modular approach to facilitate additional units to MSW treatment plants/landfill at a future date, whenever required.



- d) During the entire contract period, the consultant is expected to have sufficient and genuine consultations with the ULB (including health department, safai karamcharis, NGOs, private operator, etc.) and the client during all the important stages of advancement of contract for arriving at the most feasible & acceptable plan / solutions for the ULBs. Plans / solution proposed in the DPR without thorough consultation & approval from the Nodal Authority/Authority will not be accepted.
- e) The consultant is expected to review state & national good practices with respect to various aspects of Solid Waste Management and discuss the same with the Nodal Authority & explore the possibility of learnings / adoption from good practices.
- f) Any DPR not confirming to the above requirements may be liable for rejection & does not qualify for any payment of service.

**Main tasks (but not limited to) to be covered in the DPR:**

- a) Existing status of SWM in the towns including mechanism and infrastructure for collection, transportation, treatment & disposal. The details should include existing equipment/machinery and other infrastructure available with ULB and its age. The mechanism and O&M of the equipment available, present establishment expenditure, technical and non-technical manpower available.
- b) Existing system of collection, storage, transportation, processing, treatment, and disposal of waste and proposed system of collection, transportation and process of treatment & disposal, fully justifying the process adopted including in-house facility of maintenance and repair if available in ULB.
- c) Physical and chemical characterization of waste, including content, density and etc. as well as weight & volume of quantity of bio-degradable, non-biodegradable & recyclables available in the waste produced in the town every day and test report for quality of garbage from a standard test laboratory. Sampling and analysis of waste to be done as per applicable rules, regulations, guidelines, norms & their latest amendments from time to time and in proportion to the population and their waste quantities.
- d) Wherever required, sample field study to be carried out in residential areas, slums, commercial / institutional areas, markets, bulk waste generators etc. to assess the quantity of garbage, street sweepings & silt generated in the city to be included in the DPR.
- e) Strategy of integration of rag pickers/informal sector, Junk Dealers, Scrap Dealers, etc. to be provided in DPR in order to channelize them in formal system and achieve maximum segregation, recycling and recovery of waste at all stages.
- f) Justification for equipment & machinery required, if any, for collection and transportation based on the time and motion study in order to ensure optimum utilization of the same.
- g) The DPR should include plan for tracking & monitoring of vehicles engaged in collection & disposal of solid waste & an ICT platform for MIS & monitoring of SWM in ULBs.
- h) Existing facilities to handle the waste should be considered and only additional facilities necessary to be included in the proposal.
- i) Investigate and analyze (Geotechnical investigation, topography survey, waste sampling, Leachate sampling, etc) all old open dumpsites and existing operational dumpsites for their potential of bio-mining and Bioremediation and wheresoever suggest feasible plan to bio-mine. Shall conduct environment assessment through sampling and analysis of air, water, soil, etc parameters. In absence of the potential of bio-mining and Bioremediation of dumpsite, it shall be planned for scientifically capping as per landfill capping norms to prevent further damage to the environment or Bioremediation of dumpsite through combination of bio- mining and capping. Combination of Bio-mining and Scientific Capping also can be explored and proposed. Leachate treatment should be given special focus.



- j) The consultant should identify measures for improvement of processing facility including rehabilitation or reclamation of old dump sites besides Bio-mining, capping and plantation. The consultant should explore (depending on feasibility) a common or standalone treatment facility & sanitary landfill (regional/district/division level sanitary Landfill) and C&D facility & for waste management for a group of ULBs as per project area and site requirement. Provision to be made for resource recovery by ways of recycling, energy generation, waste to fuel, sale of manure and reclaiming the dumping site.
- a) Mechanism and Operational manual of operation & maintenance of equipment & machinery and its upkeep, preventive maintenance on regular basis for existing and proposed equipment & machinery.
- b) Mechanism and Operational manual of operation and maintenance of sanitary land fill / waste processing plant on self-sustaining basis including details of engagement of private sector, if any.
- c) Proposed institutional and financial reform after completion of scheme.
- d) An action plan for effective O&M through imposition of user charges. The proposed user charges should have been arrived after adequate public consultations
- e) The DPR should also include proposal for IEC, awareness generation & capacity building activities for all stakeholders
- f) In the DPR, specify if there any other additional costs (apart from that mentioned in the DPR e.g. Land cost, resettlement cost, etc.) associated with the project & are to meet by the ULB.
- g) The DPR should also give recommendation to the Nodal Authority for efficient & effective solid waste management e.g. Bye laws, ULB may constitute vigilance squad to prevent littering of waste, Tie up with Farm Producer Organizations (FPOs) for supply of compost, Arrange Extended Producer Responsibility for no- value waste, town resolution for disallowing immersion of non-clay idols, Banning of PVC Banners, Hoardings & Vinyl, Tie up with Cement and Waste to Energy Plants, Power Plants for RDF sales etc.

**Exclusion:**

The Authority agrees that following activity and cost components are excluded:

The cost related to seminars like – expert/ key note speaker movement, travel & stay expenditure, printing material, media manager, digital & printing materials, seminar venue cost, shall be fully borne by the Authority.

Services for Environmental Impact assessment, Environmental clearance, Legal matters, visit outside Ayodhya for project related work



“Appointment of agency for providing consultancy services for as resource person for preparing detailed project report and hand holding support (AMC) during implementation of various Solid Waste Management, waste water management projects IEC Activities for (pre and post) Swachh Survekshan 2023 etc in Ayodhya Municipal Corporation under SBM (U) 2.0, Amrut 2.0 and other applicable govt. funding program”

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**Payment to consultant shall be made on the monthly basis;**

- a) Amount will be paid within a period of 15 days from the date of receipt of Invoice.
- b) The fee quoted for the Consultant will be paid as per the agreement.
- c) Payment will be paid on monthly basis.
- d) Payment will be paid on monthly basi



**Performance Review**

The performance of consultant shall be reviewed on half yearly basis. The performance of consultant shall be reviewed against the target set in the Program Implementation Document (PID). The key performance indicators shall be clearly detailed in the PID.

**Authority’s obligation**

The Authority shall provide office space at Head Office, as per the contract requirements.

Office space shall be without any furniture and fixtures, and it is contingent on the consultant to do/install furnishings, equipment, hardware, software, other requirements, etc., at its own risk and cost for the entire duration of engagement.

**Manpower deployment**

The Consultant shall appoint relevant staff/personnel during engagement period after the signing of its Contract Agreement with the Authority.

The Consultant shall deploy following personnel/Manpower requirement during whole contract period at Ayodhya, Uttar Pradesh as per the need of the project and as informed, instructed by AMC.

**Key professionals (Full time)**

S.No.	Key Professionals	Marks	Experience
1.	Team Leader (On site)	07	Master in urban planning OR higher degree in engineering with 10 years’ experience and should have worked in similar capacity for at least 10 A class cities in India for planning, designing and execution of MSWM, Sanitation and other infrastructure projects.
2.	IEC Expert Behavior change (on site)	05	Graduate in mass communication with at least 5 yrs of experience in development communication in sanitation and SWM sector & IEC activities.
3.	Environmental Expert (On site)	04	Postgraduate in environmental engineering/science with minimum 5 years of overall experience in preparation of FSR/DPR of solid waste management and liquid waste management for urban area in India, should also have experience in working in WTP, STP/FSTP and, SLF, Closure of SLF, biomining of legacy waste in solid waste management projects in India.
4.	Contracts, Management, and PPP Expert (On site)	04	Postgraduate in civil engineer with construction management post-graduation or Civil Engineer with MBA, with 5 years’ overall experience in contract management in civil engineering/ SWM projects
5.	GIS expert (On site)	04	Master degree in Geography, Geo informatics, Remote Sensing, GIS / Any other relevant GIS related degree having minimum 5 years’ experience of image processing, mapping, data base creation & analysis in GIS, and data management with GIS platforms
6.	IT and MIS Expert (On site)	03	Post-graduate in computer application (MCA)/ Information technology having at least 5 year experience out of which minimum 5 year experience in knowledge management and ‘development and implementation’ of a MIS database and website



### **Miscellaneous**

The Consultant shall make necessary presentations to Authority and to various departments as required during various stages of the assignment with necessary key experts on required basis.

**Replacement of Key Experts:** Except as the Authority may otherwise agree in writing, no changes shall be made in the Key Experts. Notwithstanding the above, the substitution of Key Experts during engagement period may be considered only based on the Consultant written request along with the letter by Expert (addressed to the Authority) detailing her inability to continue or the Consultant may have sound financial reason not to continue with the expert or due to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications.

Within 30 (Thirty) days of the engagement closure (i.e., completion) date, the Consultant shall deposit all relevant communication, invoices, reports and in hard drive or in such other medium or manner as may be acceptable to the Authority.

Any and all material shared during the course of engagement are deemed to be confidential including but not limited to the recommendations, information being shared, (the “Confidential Information”) shall not be made public or shared with any other party without the prior written consent of the other Parties to this agreement or the Party to whom such Confidential Information belongs.

The consultant shall not submit any document in printed form other than invoice and supporting document except the inception report. In case there is requirement from the Authority to submit printed document then Authority shall make its infrastructure available for those printing i.e., on Authority’s cost.

The Authority reserves the right to extend the scope of service on mutually agreed rates as per the applicable Rule.

### **Penalty**

- a. There will be a penalty of 0.5% on failure to submission of derivable after time line mentioned in the Payment Schedule in each category of Part -A Payments.
- b. There will be a penalty of 10% and 30% on (Part -B) monthly Payment if manpower deployment is upto 80% and less than 60% to 79% respectively of schedule in **Cl. No. 5.3.2.**
- c. If the manpower deployment is less than 60% it may lead to the termination of contract.



#### ADDITIONAL SCOPE OF WORK

The AMC intends to institutionalize a holistic, integrated, sustainable and environment friendly system in the city in line with the objective of “Swachh Bharat Mission”. Keeping this in view, the consultant needs to inspect and study the existing practices of sanitation and provide all technical inputs/ advisory support to AMC, be it relates to procurement docs preparation, MIS report preparation, filing management and other field support services, as required or necessary for meeting the objectives and also IEC activates for Swachh Survekshan 2.0, AMRUT 2.0 Peyjal Survekshan will also be part of scope of work. The major scope of work shall include:

Implementation of technical and economically viable sanitation and waste management plan in compliance with the Environmental Act, 1986 along with following:

- a. To provide advisory services to AMC in regard to Swachh Bharat Mission (SBM) Part-II and Swachh Survekshan – 2023, ODF+, ODF++ & achievement of garbage free city protocol/ star rating etc.
- b. Preparation of Short-term Goal Plan to achieve objective of Swachh Bharat Mission.
- c. To prepare action-time-bound plan for implementation of projects relate to Solid Waste Management, Sanitation and any other supporting activities that compliment Swachh Bharat Mission.
- d. To provide technical advisory services in monitoring, supervising and implementing SBM.
- e. To help AMC to make procurements to support SBM and undertake various activities with support of AMC to achieve the set objectives.
- f. To organize capacity building programs, workshops, seminars and cross-learning visits etc. for AMC staffs.
- g. Preparation of various procurement documents relate to (as desired by AMC):
  - Dumpsite Management & Remediation
  - Horticulture Waste Management
  - Construction & Demolition Debris Management & Disposal
  - Water bodies/ floating drains sustainable cleaning & management
  - Engagement of NGO for carrying out awareness activities about Waste Management and Swachh Bharat Mission
  - Mechanical Road Washing, Sweeping (Complete Wall to Wall)
  - Setting of multi-decentralized Bio-methanization facilities
  - Drain cleaning & faecal septic sludge management (FSSM)
  - Construction of required number of Public/ Community/ IHHLs (Toilets)
  - Swachhta Ranking Exercises/ Star City/ Garbage Free City
- h. Act as Project Management Consultant for Solid Waste Management in AMC area.
- i. Preparation of plan so as to make East Delhi a Garbage free city.
- j. Prepare / Design a practicable and efficient Sanitation and Solid Management System for each of the Two zones of AMC.
- k. Based on the strategy for each of the Zone, Design the RFP for activities / services that are to be run departmentally, outsourced or run through PPP system.
- l. Assist corporation in selection of appropriate technologies for management of municipal solid waste.
- m. To act as bid manager for call of RFP for appointment of Agency for waste management in different zones.
- n. Proposals prepared by consultant shall have to be approved from the department and consultant there after shall prepare tender documents in respect of each component of the project and assist the department to finalize the contractors.
- o. Assist AMC in the process of Tenders and selection of appropriate Concessioner / Private partner.
- p. Design systems to ensure true & correct observations of the monitoring parameters during the execution of the Agreements and departmental system. Strategize areas where Independent Third-Party Consultant (TPC) can be engaged.
- q. Design policies for public grievances and complaint redressal.
- r. Suggest best practice to address the gaps in present solid waste management system.
- s. Monitoring Work Progress about the compliance of agreements and scope of work by the concessioners as per the agreed Time Schedule.
- t. Suggest modern methods to improve solid waste management practice in the city.



## 6 ANNEXURE - 1

### COVER LETTER (On the letter head of Lead Bidder)

Date:

To,

The Commissioner,

Ayodhya Municipal Corporation,

Civil line, Ayodhya 224001

Subject: “Appointment of agency for providing consultancy Appointment of agency for providing consultancy services for preparation of ‘Master Plan’, detailed project report and hand holding support (AMC/TPQAM) during implementation of various components under Swachh Bharat Mission (U) 2.0 and other applicable govt. funding program in Ayodhya Municipal Corporation”

Dear Sir / Madam,

With reference to your RFP document dated 00/11/2022., I/we, having examined the RFP and understood its contents, hereby submit our proposal.

The pre-qualification, technical and financial proposals are unconditional.

All information provided in the proposal and in the Appendices / Annexure is true and correct and all documents accompanying such proposal are true copies of their respective originals.

This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

I/ We shall make available to Authority any additional information it may find necessary or required to supplement or authenticate the proposal.

I/ We acknowledge the right of Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/ We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public Independent nor have had any contract terminated for breach on our part.

7. I/ We declare that:

I/ We have examined and have no reservations to the RFP Document, including any Addendum issued by Authority.

I/ We do not have any conflict of interest in accordance with Clauses as per the RFP document;

I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender issued by or any agreement entered into with Authority or any other public-sector enterprise or any government, Central or State;

I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

I /We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with the RFP document.

I /We believe that we satisfy the Qualification Criteria and meet the requirements as specified in the RFP document and are qualified to submit proposal in accordance with the provisions of the RFP document.



I /We certify that in regards to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Independent which could cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

I /We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

I /We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

I /We hereby irrevocably waive any right or remedy which we may have at any stage of law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of consultant or in connection with the selection process itself, in respect of the above-mentioned Project.

The EMD (Bid Security) of Rs. 2,00,000/- (Rs. Two Lakhs ) in the form of demand draft, in accordance with the RFP document.

I /We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.

I /We agree to keep this offer valid for 120 days from the proposal Due Date specified in the RFP.

A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.

19. I /We certify that we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

I /We, \_\_\_\_\_ (Bidder's Name) herewith enclose the Financial Proposal as per Annexure for selection of my/our Consortium as Consultant.

I /We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the of the Authorised signatory)

(Name and stamp of Bidder)



## 7 ANNEXURE-2

### Joint Bidding Agreement(the “JBA”)

(Applicable only when the Bidder is Consortium)

THIS JBA is entered into on this the ..... day of ....., 20.....

AMONGST

{..... Limited, a company incorporated under the Companies Act, 2013, partnership, proprietor firm} and having its registered office at .....(hereinafter referred to as the “**Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{..... Limited, a company incorporated under the Companies Act, 2013, partnership, proprietor firm} and having its registered office at .....(hereinafter referred to as the “**Other Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned members of the Lead and Other are collectively referred to as the “**Members**” and each is individually referred to as a “**Member**”.

WHEREAS

Commissioner, Ayodhya Municipal Corporation(hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “Bid”) by its Request for Proposal No. .... dated ..... namely “Appointment of agency for providing consultancy Appointment of agency for providing consultancy services for preparation of ‘Master Plan’, detailed project report and hand holding support (AMC/TPQAM) during implementation of various components under Swachh Bharat Mission(U) 2.0 and other applicable govt. funding program in Ayodhya Municipal Corporation”(the “Project”).

The Members are interested in jointly bidding for the Project as a Consortium partners forming a consortium in accordance with the terms and conditions of the RFP document, and

It is a necessary condition under the RFP document that the members of the consortium shall enter into an agreement and furnish a copy of this agreement with the Bid.

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning as specified thereto under the RFP.

Consortium

The Members do hereby irrevocably constitute the consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project as consortium members.

The Members hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium formation constituted for this Project, either directly or indirectly or through any of their Associates

Covenants

The Members hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, the Lead Member shall come into an Agreement with the Authority and for performing all its obligations as the Consultant as per the Agreement.

Role of the Members



The Members hereby undertake to perform the roles and responsibilities as described below:

Member of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from Other Member for conducting all business for and on behalf of the Consortium during the Tendering Process and until the appointed date (the date on which the agreement shall be signed);

Member of the Second Part shall be the Other Member of the Consortium.

#### Joint and Several Liability

The Members do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement.

#### Responsibilities of the Members

The Members agree that the responsibilities of the Members, may be as follows:

Lead Member : (Fulfilling the Technical Qualification Criteria)-

Other Member : (Fulfilling either Financial Criteria or Other Criteria)-

#### Representation of the Members

Each Member represents to the other Members as of the date of this JBA that:

Such Member is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this JBA;

The execution, delivery and performance by such Party of this JBA has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and Power of Attorney in favour of the person executing this JBA for the delegation of power and authority to execute this JBA on behalf of the Consortium Partners is annexed to this JBA, and shall not, to the best of its knowledge:

require any consent or approval not already obtained;

violate any Applicable Law presently in effect and having applicability to it;

violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Member is a member or by which such Member or any of its properties or assets are bound or that is otherwise applicable to such Member; or

create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Member, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Member so as to prevent such Member from fulfilling its obligations under this JBA; and

there is no litigation pending or, to the best of such Member's knowledge, threatened to which it or any of its Affiliates is a member that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such member in the fulfilment of its obligations under this JBA.

#### Termination

This JBA shall be effective from the date hereof and shall continue in full force and effect until the Appointed Date in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the JBA shall stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

#### Miscellaneous

This JBA shall be governed by laws of India.



The Members acknowledge and accept that this JBA shall not be amended by the Members without the prior written consent of the Authority.

The Members shall do the revenue share in the following proportion:

Lead Member :  
Other member : (Not less than 20%)

IN WITNESS WHEREOF THE MEMBERS ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS MEMORENDUM OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED  
behalf of  
LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED For and on  
For and on behalf of  
SECOND PART by:

(Signature) (Signature)  
(Name) (Name)  
(Designation) (Designation)  
(Address) (Address)

In the presence of:

1. 2.

Notes:

The mode of the execution of the JBA should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Each JBA should attach a copy of the Power of Attorney (Annexure-2B) in favour of the person executing this JBA for the delegation of power and authority to execute this JBA on behalf of the Consortium Members.



## 8 ANNEXURE – 2 A

### STATEMENT OF LEGAL CAPACITY

(On the letter head of the Lead Bidder)

Ref. Date:

To

Ayodhya Municipal Corporation, Ayodhya 224001 E: mail:, nagarnigamayodhya@gmail.com

Sub: “Appointment of agency for providing consultancy Appointment of agency for providing consultancy services for preparation of ‘Master Plan’, detailed project report and hand holding support (AMC/TPQAM) during implementation of various components under Swachh Bharat Mission(U) 2.0 and other applicable govt. funding program in Ayodhya Municipal Corporation”

Dear Sir/Madam,

We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document. We have agreed that (insert individual's name) will act as our Authorised Representative and has been duly authorised to submit our Proposal.

Further, the Authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

For and on behalf of.....



## 5 ANNEXURE – 2 - B

### POWER OF ATTORNEY

(In case of consortium both the members should submit)

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms. (name & residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for “**Appointment of agency for providing consultancy Appointment of agency for providing consultancy services for preparation of ‘Master Plan’, detailed project report and hand holding support (AMC/TPQAM) during implementation of various components under Swachh Bharat Mission(U) 2.0 and other applicable govt. funding program in Ayodhya Municipal Corporation**” in response to the RFP floated by Authority including but not limited to signing and submission of all applications, proposals, entering into a Joint Bidding Agreement and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority, and, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF.....2021.

For

Accepted

Company seal

(Signature, name and designation of the of the  
Authorised signatory)

(Signature, name of the Authorised signatory)

Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.

**Notarized**

Notes:



“Appointment of agency for providing consultancy services for as resource person for preparing detailed project report and hand holding support (AMC) during implementation of various Solid Waste Management, waste water management projects IEC Activities for (pre and post) Swachh Survekshan 2023 etc in Ayodhya Municipal Corporation under SBM (U) 2.0, Amrut 2.0 and other applicable govt. funding program”

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The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common stamp affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.



## 6 ANNEXURE – 2 - C

### Details of Bidder

(To be submitted on Letterhead of Bidder– *by both members in case of consortium*)

- 1 a) Name:
- b) Date of Incorporation/Commencement:
2. Brief Description of Company including details of its main line of Business
3. Shareholding of the Bidder
4. List of Directors:
5. Details of Individual who will serve as the point of contact/communication to Authority:
  - a) Name:
  - b) Designation:
  - c) Company:
  - d) Address:
  - e) Telephone No:
  - f) Email Address:
  - g) Fax Number:
  - h) Mob No:
  - i) PAN No: Attach Proof
6. Particular of Authorised Signatory of Bidder:
  - a) Name:
  - b) Designation:
  - b) Address:
  - c) Telephone No.:
  - d) Mob. No:
  - e) Email Address:
  - f) Fax No:

(Bidder should submit Current Annual Report & attested copy of Certificate of Incorporation by Authorised Signatory)



## 11 ANNEXURE – 2 - D

### Financial Qualification of Bidder

(In case of consortium it shall be submitted by only that members whose financial capacity has been considered)

Sl.No	Financial Year	Annual Turnover (Rs Lakh)	Net worth as of 31 <sup>st</sup> March 2021
1.	2017-18		
2	2018-19		
3	2019-20		

Statutory Auditor/Chartered accountant (Seal & Signature)

Name of Audit Firm:

Name of Partner:

Membership No.:

Firm Registration No.:

Contact No:

Address:

Note: The Bidder shall attach copies of the Balance Sheets, financial statements certified by Chartered Accountant in Practice with his registration no for each financial year. The bidder will submit Statutory Audit Report for each year reflecting annual turnover for each year.



## 12 ANNEXURE – 2 - E

### Eligible Project Experience of Bidder

Eligible Project Experience of Bidder for Pre-qualification

S.no.	Name of the Project	Award Date, Completion date.	Assignment Name, brief description of deliverable	Name of the client, address and contact number	Role of the bidder in the contract	Whether as lead bidder or minor consortium partner

Seal / Name & Signature of Authorised Signatory

Company seal



### 13 ANNEXURE – 2 - F

#### **Legally binding signed declaration of undertaking**

(On the letter head; in case of consortium by both the members)

I/We underscore the importance of a free, fair and competitive contracting procedure that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract.

I/We also declare that no conflict of interest exists in the meaning of the kind described in Uttar Pradesh Tendering Standards and Rules & Uttar Pradesh Public Procurement Rules 2020. I/We also underscore the importance of adhering to environmental and social standards in the implementation of the project. I/We undertake to comply with applicable labour laws in India.

I/We will inform our staff of their respective obligations and of their obligation to fulfil this declaration of undertaking and to obey the laws of the country of India.

I/We acknowledge that, in the event that our company is added to a list of blacklisting that is legally binding on the Authority, the Authority shall be entitled to exclude us or, if the contract is awarded to our company, to immediately cancel such contract if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued.

(Name of company) .....

(Signature)

(Place).....

(Date).....



## 14 ANNEXURE - 3

### Supplementary Information for Firms

#### Proposals

(1) Proposals should include the following information:

#### (a) Technical Proposal

(i) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-3 and approach or methodology proposed for carrying out the required work.

(ii) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.

(iii) Curriculum Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curriculum vitae should follow the attached Format (F-5) duly signed by the concerned personnel.

#### (b) Financial Proposals

The financial proposals should include the Schedule of Price Bid in Form No. F-6, and the authority may request further cost breakup during the time of negotiation.

(2) Two sets (Original + Duplicate) of Technical proposals (With Soft copy in Pen drive) and one original of Financial proposal should be submitted to: Ayodhya Municipal Corporation, Panbazar, Ayodhya - 781001.Uttar Pradesh,

E: mail: guwahaticom@gmail.com , Phone No. 0361-2540525

#### (3) Contract Negotiations

The aim of the negotiation is to reach an agreement on all points with the firm and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Firm's proposal, costing (after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc), the proposed work plan, staffing and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference, the staffing plan and the bar chart, which will indicate personnel, periods in the field and office, man-months, and reporting schedule. Based on these, adjustments necessary will be discussed and agreed. The Contract will be awarded after successful negotiations, with the selected Firm.

#### (4) Contracts with Team Members.

Firms are advised against making firm financial arrangements with prospective team members prior to negotiations.

#### (5) Nomination of Experts

Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, Authority will negotiate a contract on the basis of the experts named in the proposal and, prior to contract negotiations, will require guarantees that these experts shall, in fact, be made available. As the expected date of mobilization is given in the letter inviting proposals, Authority will not consider substitution after contract negotiations, except in cases of unexpected delays on the starting date or incapacity of an expert for reasons of health or leaving the firm. The desire of a firm to use an expert on another project shall not be accepted for substitution of personnel.

#### (6) Terms of Payment

The mode of payments to be made in consideration of the work to be performed by the firm as per Terms of Reference will be liable to pay the final negotiated fees duly certified by the SBM mission Director or this Authorized representative.



“Appointment of agency for providing consultancy services for as resource person for preparing detailed project report and hand holding support (AMC) during implementation of various Solid Waste Management, waste water management projects IEC Activities for (pre and post) Swachh Survekshan 2023 etc in Ayodhya Municipal Corporation under SBM (U) 2.0, Amrut 2.0 and other applicable govt. funding program”

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Note: All payments shall be made on submission of pre-receipted invoices / bills by the firms in duplicate for respective stages payable by Authority.

(7) Review:

Authority will review of the performance of the Consultant.



## 15 TECHNICAL PROPOSAL COVER - 2

### FORM F-1

From: \_\_\_\_\_ To  
The Commissioner,  
Ayodhya Municipal Corporation,  
Civil Line,  
Ayodhya - 224001

Sub: “Appointment of consultancy firm for Preparation of Detailed Project Report (DPR), Transaction Advisory and Provide Supervision & Monitoring Services for Implementation of Solid Waste Management Projects in ULBs of the State of Uttar Pradesh”-Regarding.

Dear Sir/Madam,

I/We \_\_\_\_\_ firm/firms’ firm/organization herewith enclose Prequalification, Technical and Financial Proposal for selection of my/our firm as firm for — — — — —.

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process, or in the event that we are awarded the contract, in the subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards (“Core Labour Standards”) in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of India.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of India.

Yours faithfully,

Signature: \_\_\_\_\_

Full name \_\_\_\_\_

Address: \_\_\_\_\_

email id: \_\_\_\_\_

Phone no: (Authorized Representative) \_\_\_\_\_



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## 51 FORM F-2

### 16.1 Assignments of Similar Nature Successfully Completed During Last 3 Years

1. Brief Description of the Firm:

2. Outline of recent experience on assignments of similar nature:

[ kindly reproduce table 2 E]

Please attach relevant documents as proof (such as award letter with completion certificate)  
(Signature, name and designation of the of the Authorized signatory)



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## **17 FORM F-3**

### **17.1 Work Plan Time Schedule**

Kindly provide.

Project understanding

Manpower deployment schedule

Approach and methodology

Indicative priority list

Key challenges



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## 18 FORM NO.F-4

### **Composition of the Team Personnel and the task**

Composition of the Team Personnel and the task which would be assigned to each Team Member. Kindly provide the team composition and task to be assigned to each team member and deployment schedule as per the phases:

Mobilization phase : 15 days  
AMC/TPQAM phase : 12 Months (initially and may be extended)

(Signature, name and designation of the of the Authorised signatory)



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## 19 FORM F-5

### Format Of Curriculum Vitae (CV) For Proposed Key Professional Staff

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth: Years with Firm/Entity:

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. Date:

[Signature of staff member and authorized representative of the Firm]

Day/Month/Year Full name of staff member: \_\_\_\_\_ Full name of the  
authorized representative: \_\_\_\_\_



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## 20 ANNEXURE – 4A

### Draft Agreement<sup>1</sup>

To be executed in Rs. 300/- Stamp Paper

Subject: (Name of Assignment)

(Name of Firm) .....

PAN:

This AGREEMENT (“Agreement”) is executed at Ayodhya on this \_\_\_ day of..... 2021 by and between ..... (hereinafter will be referred as the Authority) having their office at....., Ayodhya – ....., and M/s. ...., (‘Firm’) (hereinafter will be referred as Consultant) having their Office located at .....

1. Set out below are the terms and conditions under which Consultant has agreed to carry out for the Authority the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes SBM Mission Director has been assigned to administer the assignment and to provide Consultant with all relevant information needed to carry out the assignment. The services will be required in “**Appointment of agency for providing consultancy Appointment of agency for providing consultancy services for preparation of ‘Master Plan’, detailed project report and hand holding support (AMC/TPQAM) during implementation of various components under Swachh Bharat Mission(U) 2.0 and other applicable govt. funding program in Ayodhya Municipal Corporation**” for a period of 54 (Fifty four) months from the Appointed Date.
3. General terms:
  - “**Agreement**” shall mean this agreement.
  - “**Authority**” shall mean The ..... (including the Authorized representatives of the .....);
  - “**Appointed Date**” shall mean the date of signing of this Agreement;
  - “**Consultant**” shall mean an entity which is duly constituted in India under the relevant Law including any amendment thereof, and shall provide service as per this Agreement;
  - “**Project**” shall mean “Appointment of consultancy firm for Preparation of Detailed Project Report (DPR), Transaction Advisory and Provide Supervision & Monitoring Services for Implementation of Solid Waste Management Projects in ULBs of the State of Uttar Pradesh”;
  - “**Report**” shall mean a report submitted by the Consultant;
4. The services to be performed, the estimated time to be spent, and the payment to be made to the Consultant will be in accordance with this Agreement;
5. This Agreement, its meaning, interpretation and the relation between the Parties shall be governed by the laws of Union of India.
6. This Agreement will become effective on the date of signing of this Agreement;
7. Payment to Consultant as per scope of work and payment conditions mentioned in RFP.

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<sup>1</sup> In case of Consortium, the Lead Member of consortium shall enter into agreement.



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## **8. Contract period**

The Consultant will be appointed initially for 12 months (the start date shall be from the date of signing of the agreement) and the engagement may be extended as per the mutual consent of the parties.

## **9. Team Mobilization**

Mobilization of Team members shall be made according to this agreement.

## **10. No payment of out of pocket expense**

No out-of-pocket expenses or any type of separate invoice shall be raised by the Consultant except the resource pool invoice.

## **11. Approval of Additional Key Experts**

- a) If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- b) The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

## **12. Removal of Experts or Sub-consultants**

- a) If the Authority finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Authority determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Authority's written request, provide a replacement.
- b) In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Authority to be incompetent or incapable in discharging assigned duties, the Authority, specifying the grounds therefore, may request the Consultant to provide a replacement but such request should be in writing.
- c) Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Authority.

The Authority shall neither interfere nor shall recommend any Expert or Sub-Consultant for this assignment.

## **13. Invoicing document**

For the purpose of invoicing the consultant shall attach the following documents:

- a) Invoice.
- b) Photocopy attendance register, email for leave, outstation travel and holiday list;

## **14. Insurance cover**

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers health insurance and employment liability insurance for their staff on the assignment. The Consultant shall provide the Authority with certification thereof upon with every invoice.

## **15. Indemnification**

The Consultant shall indemnify and hold harmless the Authority against any and all claims, demands, and/or judgments of any nature brought against the Authority arising out of the services by the Consultant under this Contract. The obligation under this paragraph shall survive the termination of this Contract- Total liability limited to award value of the assignment.



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#### **16. Bar on conflicting work**

The Consultant agrees that, during the term of this Contract, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods or services (other than the Services and any continuation thereof) for any project till the subsistence of this contract.

#### **17. Performance Security (Bank Guarantee)**

The Consultant shall furnish a Bank Guarantee amounting to 5% of the negotiated first year annual contract value, within 21 days from the date of issue of Letter of Award (LoA). The format of Bank Guarantee (specified at the end of the RFP) is enclosed in Annexure-5.

#### **18. Appropriation of Performance Security**

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Firm in the event of breach of the work assigned in the ToR or the Agreement.

#### **19. Authority's Right**

All final reports, plans, specifications, analysis and other documents or software submitted by the Consultant in the performance of the Services shall become and remain the property of the Authority. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Authority.

#### **20. Performance Standards**

The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.

#### **21. Non- Assignment**

The Consultant will not assign this contract or sub-contract or any portion of it without the Authority's prior written Consent.

#### **22. Taxation**

The Consultant shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Authority shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

#### **23. Confidentiality**

The Consultant also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the Authority's written permission.

#### **24. Monitoring Methods and Payment Mechanism**

##### **Monitoring Methods**

The Authority shall maintain a register where all the Permanent Resources shall make daily attendance.

The number of working days shall be five days in a week for office work and six days a week for field work.

The permanent resources shall be entitled to all the holidays as per the holiday list of the Government of Uttar Pradesh.

The Permanent Resources shall be entitled for the casual leave and medical leave as per the law and the same shall be reflected in the attendance register. The leave record of each Permanent Resources shall be maintained for review/ audit purpose of the Authority. All notifications for leave should be sent to the Authority through e-mail.

While travelling for out station work, Permanent Resources shall notify to the Authority through e-mail.



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The Permanent Resources shall be entitled for one week of “Work-From-Home”; however allowing the same shall be completely at the discretion of the Team Leader.

In case of pandemic or epidemic or force majeure event the Permanent resources shall be allowed to “Work-From-Home” and the same shall be notified to the Authority through the Team Leader.

At the end of the month the Consultant shall submit the monthly Permanent Resource deployment.

The net availability shall be “number of working days *minus* number of holiday *minus* leave as per the statutory provision”.

#### **Payment methodology**

The consultant shall submit the monthly invoice on every seventh day of month for the work performed in the previous month.

The invoice should accompany: attendance register (Bio matric), leave communication of each Permanent Resources, work from home communication by the Project Director and outstation travel.

The invoice should reflect the true deployment of the resources.

The time sheet of each Permanent Resources duly signed by the Project Director and that resources should be submitted along with the invoice.

The health insurance and life insurance of each Permanent Resources should be part of the Monthly Invoice submitted to the Authority.

#### **25. Settlement of Disputes**

##### **a) 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.

##### **b) Miscellaneous. In any arbitration proceeding hereunder:**

- i. proceedings shall, unless otherwise agreed by the Parties, be held at Ayodhya.
- ii. the English language shall be the official language for all purposes; and
- iii. the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in court of competent jurisdiction (Ayodhya), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

#### **26. Termination**

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

##### **By the Authority**

The Authority may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Authority shall give at least thirty (30) calendar days’ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days’ written notice in case of the event referred to in (e); and at least five (5) calendar days’ written notice in case of the event referred to in (f):

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take



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- advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;
  - d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than one hundred and eighty (180) calendar days;
  - e) If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
  - f) If the Consultant fails to confirm availability of Key Experts as required as per the ToR. Furthermore, if the Authority determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Authority may, after giving thirty (30) calendar days written notice to the Consultant, terminate the Consultant's employment under the Agreement.
  - g) or due to any other circumstances.

#### **By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Authority, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a) If the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than one hundred and eighty (180) calendar days.
- c) If the Authority fails to comply with any final decision reached as a result of arbitration.
- d) If the Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Authority of the Consultant's notice specifying such breach.

#### **27. Cessation of Services:**

Upon termination of this Contract by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Upon termination of this Agreement, the Authority shall make the payments to the Consultant for Services satisfactorily performed prior to the effective date of termination.

#### **28. Force Majeure**

##### **Definition**

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemic, pandemic or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Consultant's Experts, or Authority's Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in



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the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**29. No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**30. Measures to be Taken**

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. 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 seven (7) 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.

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.

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 Authority, shall either: (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Authority, in reactivating the Services; or (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. 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 18.

**31. Suspension**

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

**32. Arbitration**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to Adjudication / arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Ayodhya.

**33. Jurisdiction**

The jurisdiction shall be of court at Ayodhya.

**34. Conflict of Interests**

The Consultant shall hold the Authority's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

Consultant Not to Benefit from Commissions, Discounts, etc.: The payment of the Consultant shall constitute the Consultant's only payment in connection with this Contract, the Consultant shall not accept for its own benefit any



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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 the Experts and agents of them, similarly shall not receive any such additional payment.

Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Authority on the procurement of goods, works or services, the Consultant shall comply with the TT Act, and shall at all times exercise such responsibility in the best interest of the Authority.

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

**Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**Strict Duty to Disclose Conflicting Activities:** The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**35. Confidentiality**

Except with the prior written consent of the Authority, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the service

**36. Accounting, Inspection and Auditing**

The Consultant shall keep, accurate and systematic accounts and records in respect of this consultancy engagement and in such form and detail as will clearly identify relevant time changes and costs.

**37. 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.

**This contract is being entered into two counterparts.**

Place:

Date: .....

(Signature of Authorized Representative ..... on behalf of Firm) .....

(Signature & Name of the Authority's Representative)



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## **21 LIST OF ANNEXES TO AGREEMENT**

Annex 1: Terms of Reference and Scope of Services

Annex 2: Firms Personnel

Annex 3: Financial Bid

Annex 5: Performance Guarantee

Annex 6: General Instruction



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## 22 Annexure – 5

### Format for Bank Guarantee (EMD/ Performance Security)

To,

Ayodhya Municipal Corporation, Civil line Ayodhya- 224001 Uttar Pradesh, E: mail: nagarnigamayodhya@gmail.com

In consideration of Commissioner, Ayodhya Municipal Corporation(hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ....., having its office at.....(hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Letter of Award no..... dated ..... and the agreement to be executed for Rs. .... (Rupees..... *Contract Value*), (hereinafter referred to as the “Agreement”) Consulting Services for **“Appointment of agency for providing consultancy Appointment of agency for providing consultancy services for preparation of ‘Master Plan’, detailed project report and hand holding support (AMC/TPQAM) during implementation of various components under Swachh Bharat Mission(U) 2.0 and other applicable govt. funding program in Ayodhya Municipal Corporation”**and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees ..... ) to the Authority for performance of the said Agreement. We, ..... (Hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. .... (Rupees..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

We,(*indicate the name of the Bank*) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).

We, ..... (Indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Authority in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.



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We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* \* (Rupees \*\*\*\*\*) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling 90 days after the date of this Guarantee)].

For .....

Name of Bank: Seal of the Bank: Dated, the ..... day of ....., 2022



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## FINANCIAL PROPOSAL COVER-3

### 23 FORM NO. F-6

#### Schedule of Price Bid

(To be submitted online only)

To

Ayodhya Municipal Corporation,  
Civil Line,  
Ayodhya - 224001  
Uttar Pradesh  
E: mail: nagarnigamayodhya@gmail.com

Sub: Financial Proposal for “Appointment of agency for providing consultancy Appointment of agency for providing consultancy services for preparation of ‘Master Plan’, detailed project report and hand holding support (AMC/TPQAM) during implementation of various components under Swachh Bharat Mission(U) 2.0 and other applicable govt. funding program in Ayodhya Municipal Corporation”

Dear Sir/Madam,

Having gone through the RFP and having fully understood the scope of work of the project as set out in the TOR, we are pleased to quote the following Professional fees for the Assignment as per the specified scope of Work:

#### Part 1:

Sl. No.	Item	Quoted Rate (Rs/- in per month Including GST)
<b>Part-A</b>	Preparation of Master Plan, Detailed Project Report (DPR), bid process management for Solid Waste Management Projects under GoI/GoA /Corporation fund. Expert team as mentioned in the technical bid	



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Note:

- a) **The rate will be considered in the Financial Evaluation Process.**
- b) The Financial Proposal is inclusive of all out-pocket expenses which may be incurred towards travel, accommodation, documentation and communication, etc., during the period of assignment.
- c) In case of difference in amount quoted in figures and words, the value which is lower shall be considered.
- d) The breakup of expenses shall be provided by Bidder when Authority desires during the negotiation process.
- e) The Financial Proposal is inclusive of all taxes i.e., income tax, professional tax, education cess and **GST**.
- f) In case the parties extended the service beyond the contract period then Cost escalation shall be negotiated.
- g) The payment shall be made as per the payment mechanism detailed in the Contract Document.
- h) **The quoted rate should conform the rates mentioned in GoI guidelines. Any deviation in this regard will lead to rejection of bid.**
- i) **The rate of Part-2 should be minimum as the project will be formulated and implemented by the Concessionaire.**

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





**AYODHYA MUNICIPAL CORPORATION**

TENDER NOTICE NO.: 1240/NNAYO/2022

Date :- 29 November 2022

**Request for Proposal (RFP)**

"Appointment of agency for providing consultancy services for as resource person for preparing detailed project report and hand holding support (AMC) during implementation of various Solid Waste Management, waste water management projects IEC Activities for (pre and post) Swachh Survekshan 2023 etc in Ayodhya Municipal Corporation under SBM (U) 2.0, Amrut 2.0 and other applicable govt. funding program".

RFP can be downloaded and tender upload on e tendering Website "http://WWW.etender.up.nic.in".

Sr.No	Particular	Starting date	Time	Amount
1	Date of publication	30/11/2022		-
2	Bid upload (Starting date)	30/11/2022	From 4:00 PM	-
3	Final Bid Submission date	14/12/2022	Till 5:00 PM	-
4	Bid Opening date (Technical)	15/12/2022	2:00 PM	-
5	Financial Bid opening date	-	Communication will be done by e-mail	-
6	Cost of the bid document	-	-	Rs. 10,000/- (Ten thousand)
7	Earnest Money Deposit	-	-	Rs. 2,00,000/- (Rs. Two Lakhs)
8	Tender Inviting Authority	-	-	The Commissioner, Ayodhya Municipal Corporation
9	Pre-Bid meeting	08/12/2022	11:00 AM, Municipal corporation office, Ayodhya	-

**Note:-**

- 1- Hard copy of technical Bid should be provided to AMC before opening of technical bid.
- 2- Name of Bank- Bank of Baroda FAIZABAD-NIYAWAN BRANCH, FAIZABAD-224001  
Acc. No-24190200001986 I.F.S.C. Code- BARB0NIYFAI through R.T.G.S./N.E.F.T. /F.D.R.

(Vishal Singh)  
Municipal commissioner  
Nagar Nigam Ayodhya

प्रतिलिपि- सम्पादक महोदय, दैनिक समाचार पत्र दैनिक जागरण/द टाइम्स ऑफ इन्डिया को इस अनुरोध के साथ कि उपरोक्त सूचना का प्रकाशन डी0ए0वी0पी0 दरों पर करते हुए बिल भुगतान हेतु द्विपत्र में कार्यालय में प्रस्तुत करने का कष्ट करें।

Municipal Commissioner  
Nagar Nigam Ayodhya