उत्तर प्रदेश UTTAR PRADESH

DE 444919

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name: Capacity Building for Urban Development
Credit #: 4997-IN

Contract No. CBUD/UP/Kanpur

between

Municipal Corporation, Kanpur

And

M/s. Darashaw & Co. Pvt Ltd. in consortium with IDOM INGENIERIA Y CONSULTORIA, SAU. & FUNDACION CARTIF

Dated: 25.04.2016

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प्रभा शंकर पाण्डेय

अधिकृत स्टाम्प [illegible] 113 / 2012

कानपुर विकास [illegible] (नगर निगम)

अधिवक्ता लेन मोतीझील [illegible] कानपुर नगर

लाइसेन्स नवीनीकरण की वैद्यता

1-4-2016 से 31-3-2017

[illegible] - 25/04/2016

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made on the 25TH day of the month of April , 2016, between, on the one hand, ***Municipal Corporation Kanpur*** *on behalf of Ministry of Urban Development, Government of India, Nirman Bhawan, Maulana Azad Road, New Delhi* (hereinafter called the "Client") and, on the other hand, a Joint Venture consisting of the following entities, ***M/s. Darashaw& Co. Pvt Ltd.*** *in consortium with* IDOM INGENIERIA Y CONSULTORIA, SAU. & FUNDACION CARTIF, 1205-6, Regent Chambers, 12th Floor, 208, Nariman Point, Mumbai 400 021 each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, Mujeebur Rehman *[Darashaw& Company Private Limited]* and [IDOM INGENIERIA Y CONSULTORIA, SAU. & FUNDACION CARTIF] (hereinafter called the "Consultant").]

WHEREAS

(a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received a credit from the *International Development Association (IDA)]*:toward the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement, including prohibitions of withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the financing agreement or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) The General Conditions of Contract (including Attachment 1 "Bank Policy – Corrupt and Fraudulent Practices);
   (b) The Special Conditions of Contract;
   (c) Appendices:

   Appendix A: Terms of Reference
   Appendix B: Key Experts

Appendix C: Breakdown of Contract Price
Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *Municipal Corporation, Kanpur*

The Commissioner
Municipal Corporation, Kanpur

For and on behalf of *M/s. Dar Al-Handasah (Shair & Partners) Pvt. Ltd. in consortium with IDOM INGENIERIA Y CONSULTORIA, SAU. & FUNDACION CARTIF*

[Mujeeb ur Rehman]

II. General Conditions of Contract

A. General Provisions

1. Definitions

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

(a) "Applicable Guidelines" means Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

(b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.

(c) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(d) "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank.

(e) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.

(f) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(g) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(h) "Day" means a working day unless indicated otherwise.

(i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(k) "Foreign Currency" means any currency other than the

currency of the Client's country.

(l) "GCC" means these General Conditions of Contract.

(m) "Government" means the government of the Client's country.

(n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

(p) "Local Currency" means the currency of the Client's country.

(q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

(r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(u) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract	3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4. Language	4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**. 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
7. Location	7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
8. Authority of Member in Charge	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC.**
10. Corrupt and Fraudulent Practices	10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
a. Commissions and Fees	10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other

party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

15. Entire Agreement

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

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and 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 or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or 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 the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. 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.

c. Measures to be Taken

17.5. 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.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. 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.

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

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, 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.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44& 45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including 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.

19. Termination

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

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client 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 pursuant to Clause GCC 18;

(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 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 pursuant

to Clause GCC 45.1;

(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 sixty (60) calendar days;

(e) If the Client, 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 in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 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 sixty (60) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

(d) If the Client 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 Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality

set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

(a) payment for Services satisfactorily performed prior to the effective date of termination; and

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be

approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interests

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

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility

shall be for the account of the Client.

b. **Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.

c. **Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants 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.

d. **Strict Duty to Disclose Conflicting Activities**

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

22. Confidentiality

22.1 Except with the prior written consent of the Client, 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 Services.

23. Liability of the Consultant

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

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic

Auditing

accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

26. Reporting Obligations

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in

accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B.**

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Client 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 Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of the Client

32. Assistance and Exemptions

32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any

such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A.**

36. Counterpart Personnel

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. Payments to the Consultant

38. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Appendix C.**

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A.**

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 *The Final Payment* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless

Darashaw & Company Pvt. Ltd. New Delhi

the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.**

G. Fairness and Good Faith

43. Good Faith

43.1 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.

H. Settlement of Disputes

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

II. General Conditions

Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

"Fraud and Corruption

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[1];

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation[2];

(iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party[3];

(iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[4];

---

[1] For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

[2] For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

[3] For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;

(b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;

(d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures[5], including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated[6] sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

[4] For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

[5] A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

[6] A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of INDIA
4.1	The language is: English
6.1 and 6.2	The addresses are: Client : Municipal Corporation, Kanpur for Smart City Kanpur on behalf of Ministry of Urban Development, Government of India Municipal Commissioner, Municipal Corporation, Kanpur Facsimile: +91 512 2531662 Email: mckanpur@yahoo.com Consultant : M/s. Darashaw & Co. Pvt Ltd. in consortium with IDOM INGENIERIAY CONSULTORIA, SAU. & FUNDACION CARTIF Attention :Mr. Mujeeb ur Rehman Facsimile : 0172-5083174 E-mail: mujeeb-rehman@darashaw.com
8.1	The Lead Member on behalf of the JV is M/s. Darashaw & Company Pvt. Ltd.
9.1	The Authorized Representatives are: For the Client: *Municipal Commissioner, Municipal Corporation, Kanpur*

	For the Consultant: Mujeeb ur Rehman, *Assistant Vice President, Darashaw & Co. Pvt. Ltd.*
11.1	**The effectiveness conditions are the following**: approval of the Contract by the Ministry of Urban Development, Government of India
12.1	**Termination of Contract for Failure to Become Effective:** **The time period shall be** : Fifteen days
13.1	**Commencement of Services:** **The number of days shall be : Ten** Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	**Expiration of Contract:** **The time period shall be** : One Week after declaration of result by MoUD, GOI
21 b.	**The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3** Yes√ No _____

23.1	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds three times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law
24.1	**The insurance coverage against the risks shall be as follows:** **(a) Professional liability insurance, with a minimum coverage of equal to the value of Contract Price;**
27.2	**The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.**
32.1 (f)	The Client will provide the following inputs and facilities: Make best efforts in providing relevant data, information, and reports deemed necessary for the assignment.
38.1	**The Contract price is: Rs. 50,82,500/-(Rs. Fifty Lakhs Eighty Two Thousand and five Hundred Only) (Exclusive of local indirect taxes)** **Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall reimbursed by the Client to the Consultant.**

	The amount of such taxes is Rs. 736962.50/-
39.1 and 39.2	**<u>For domestic consultants/sub-consultants / personnel and foreign consultants/personnel who are permanent residents in India</u>** The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. **<u>For foreign Consultancy firms</u>** The Client warrants that the Client shall reimburse the Consultant, the Sub-Consultants and the Personnel for any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of: (a) any payments whatsoever made by the client directly to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that: (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing

	property into the Government's country; and (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country. **39.3** (a) The client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India & shall provide the registration Number to the client. b) Tax will be deducted at source as per the prevailing Income Tax Rules.
41.2	The accounts are: for foreign currency: [US$] for local currency: [INR] 1. Payments shall be made according to the following schedule: a. Fifty percent (50%) of the contract price shall be paid on acceptance of the Draft Smart City Proposal by ULB & RCUES Lucknow. b. Thirty percent (30%) of the contract price will be paid on acceptance of the Final Smart City Proposal by ULB & RCUES, Lucknow and forwarding to MoUD, GOI. c. Twenty percent (20%) of the contract price will be paid on Satisfactory report of ULB & RCUES and release of payment shall be after declaration of result by MoUD, GOI The due date for payment shall be 30 days after the receipt of bills/ Invoice.
41.2.1	No Advance Payment

41.2.4	**The accounts are:** for foreign currency: *[US$]*. for local currency: *[INR]*.
42.1	**The interest rate is:** London Inter-Bank Offered Rate [LIBOR] plus 2% for foreign currency and 6% for local currency.
45.1	**Disputes shall be settled by arbitration in accordance with the following provisions:** 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *Registrar, The Indian Council of Arbitration, New Delhi.* (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after

	the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *Registrar, The Indian Council of Arbitration, New Delhi* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country *[If the Consultant consists of more than one entity, add:* or of the home country of any of their members or Parties*]* or of the Government's country. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant *[If the Consultant consists of more than one entity, add:* or of any of their members or Parties*]*; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client's country nor the Consultant's country]*;

	(b) the *English* language shall be the official language for all purposes; and (c) 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 any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
46	Add following clause **Liquidated Damages** 46.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract. 46.2 The amount of liquidated damages under this Contract shall not exceed 10 (Ten) % of the total value of the contract. 46.3 The liquidated damages shall be applicable if the deliverables are not submitted as per schedule as specified in Clause 26.1, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

Preparation of Smart City Proposal for Municipal Corporation, Kanpur to Participate in the Smart Cities Challenge.

1 Introduction

The Ministry of Urban Development (MoUD) has rolled out Smart City Mission (SCM). The cities to be shortlisted under Smart City Mission shall require to compete for funding in the City Challenge.
To participate in the SCM challenge Round 2 cities will require to prepare Proposal for Smart Cities Challenge. This preparation of Proposal will require services of consultants. To facilitate Cities / State Governments to prepare Proposal, MoUD has shortlisted consulting firms to assist States/ Union Territories through its World Bank assisted Capacity Building for Urban Development (CBUD) project in selection of the consulting firms which can help the States/ Cities to prepare Proposal.

2 Scope of Work

The Consulting Firm will prepare and deliver a Proposal to the Urban Local Bodies under the supervision of the State Government which will include:

1. A City-wide Concept Plan (a non-fully complete CDP), which will be based on the old or revised, City Development Plan (CDP). In case the city does not have a CDP, the Agency will develop a City-wide Concept Plan (a non-fully complete CDP). The City-wide Concept Plan will include the Smart City Vision and key challenges identification, situation analysis (physical, economic, social, legal and institutional infrastructure)/ As-is description, review of previous plans, interventions and documents of all departments and agencies (e.g. City Sanitation Plan, City Mobility Plan, Master Plan) and an overall strategy focused on Smart City criteria/objectives/targets. Moreover, based on citizen consultations, the Concept Plan will also define the Smart City and clearly state the objectives based on the Mission document and Guidelines.

2. The Smart City Proposal (SCP) will consist of Strategic Action Plans for Area Developments based on the three typologies: (a) area improvement (retrofitting) (b)city renewal (redevelopment) and (c) city extension (greenfield) and one City-wide (Pan-city) initiative that applies Smart Solutions to the physical, economic, social and institutional infrastructure. Application of Smart Solutions will involve the use of technology, information and data to make infrastructure and services better and using smart technologies for the development of the poor and marginalized will be an important part of the Proposal.

3. Prepare a Proposal to participate in "Challenge" (competition) according to the Smart City Mission Statement and Guidelines. The proposal will contain retrofitting or redevelopment or greenfield models and atleast one Pan-city initiative. The focus will be on transformative projects with the highest possible impact on (i) economic growth in the city (e.g. number of new jobs created, new firms attracted, increased productivity and business climate in the formal as well as informal sectors, recognition of and incorporating urban vendors), and (ii) improving the quality of life of all, especially the poor: (e.g. reduction in commuting time, support of non-motorized transport, improvement in air and water quality/increased coverage of water, solid waste management, street lighting, enhanced green public spaces, improved safety and security).

4. The Smart City Proposal will include Financing plan for the complete life cycle of the Proposal. This financial plan will identify internal (taxes, rents, licenses and user charges) and external (grants, assigned revenues, loans and borrowings) sources of mobilizing funds for capital investments and operation and maintenance over the life cycle of project. Financial plan will provide for sources for repayment of project cost over a period of 8-10 years, O&M cost and also include resource improvement action plan for financial sustainability of ULB.

5. Convergence of area plans with National and State level sectoral financial plans, for example the National Urban Rejuvenation Mission (NURM), Housing for All, Swachh Bharat and Digital India.

6. The Proposal development will be people-driven, from the beginning, achieved through citizen consultation meetings, including active participation of Residents Welfare Associations, Tax Payers Associations, Senior Citizens, Chamber of Commerce and Industries, Slum Dwellers Associations and other groups. During consultations in addition to identification of issues, needs and priorities of citizens and groups of people, citizen-driven solutions will also be generated. The Government of India platform www.mygov.in may be appropriately used for all citizen consultations and engagements.

7. The Proposals will be developed before 20.06.2016 as far as this consultancy is concerned. Another Agency will assist the City in detailed Project Development and Management.

3. Time Frame for the Assignment

The time for completing the Assignment before 20.06.2016.

4. Team Composition

At Request for Expression of Interest (REOI) stage, panel of Key Experts were also evaluated. **The Key Experts to be proposed in this assignment shall be from the pool of Key Personnel qualified through the REOI evaluation**. The Qualification Requirement of Key Expert is indicated below:

S.NO	Position	Qualifications & Skills	Experience
1	Team Leader cum Urban Management	Postgraduate Degree in	• At least 12 yrs experience in Urban Sector.

	specialist	Urban Planning/ Urban Management or Equivalent	• Experience of project management, preparation of CDPs/ Master plans/Strategic Plan/ City Business Plans/ City Investment Plan/ Vision Documents
2	Infrastructure/ Engineering Specialist	Degree in Civil Engineering	• At least 10 yrs experience related assignment. • Experience in working in city level infrastructure services planning including infrastructure master plan / DPRs /CDPs.
3	Urban Finance Specialist	Master's Degree in Finance/ Economics/ Chartered Accountant/ Commerce/ ICWA / Post Graduate in Economics with specialization in Public Finance.	• At least 10 years relevant experience. • Experience of municipal finance analysis, municipal budgeting and accounting and financial projections. • Experience in Financial Modelling in Urban Infrastructure and PPP desirable.
4	E-Governance Specialist	Degree in Information Technology/ Electronics Engineering or Equivalent	• At least 10 years' relevant experience • Experience in MIS for institutional / Governance level and integration of various user data • Experience in preparation of technical requirements document of the e-Services and solution to implementing the IT related infrastructure services /e-services, networking infrastructure etc. • Proven knowledge of modern Internet technologies and experience in software development projects/ GIS; • Working experience in network administration and use of hardware/software, telecommunications facilities, • Experience in databases development, programming and web designing; Crowdsourcing on e and m – platforms

The Consulting Firm shall assess the requirement of other support professional required for carrying out the assignment as per Terms of reference and indicate in the technical proposal. The broad requirement of support professional will be (i) Urban Designer, (ii) Transport planner, (iii) Economist, (iv) Affordable Housing Expert, (v) Environment Scientist/Ecologist and (vi) Communication Specialist.

5. Output, Deliverables, Payment Terms

The following outputs are expected to be delivered in stages in total duration of assignment.

S,No	Deliverables	No of copies	Time Period from the date of start of Assignment	Payment Schedule
1	Draft Smart City Proposal	5 Hard copies with soft copy in editable version	30 days	50% of the contract price on acceptance of Plan by ULB&RCUES
2	Final Smart City Proposal	5 Hard copies with soft copy in editable version	55 days	30% of the contract price on acceptance of Plan by ULB&RCUES and forwarding to MoUD,GOI
3	Final Smart City Proposal			20% of the contract price on Satisfactory report of ULB & RCUES and release of payment shall be after declaration of result by MoUD, GOI
4				

6. Implementation Arrangement

The Urban Local Body (ULB) / RCUES, LUCKNOW shall suggest, monitor and review the progress of the assignment. The recommendations of ULB & RCUES,LUCKNOW for payment as per contract shall be forwarded to Ministry of Urban Development through a confirmatory mail or hard copy of Nagar Nigam. Based on Commissioner and RCUES, Lucknow recommendations, the payment shall be made to Consulting Firm directly by Ministry of Urban Development under CBUD Project and in case MoUD, GOI refuses payment, it shall be paid by Urban Local Bodies from Smart cities fund head allotted to them
by MoUD, GOI.

APPENDIX B - KEY EXPERTS

KEY EXPERTS

K-1	Mujeeb Ur Rehman	Team Leader cum Urban Specialist
K-2	T Anand Mohan	Infrastructure/ Engineering Specialist
K-3	Yogendra Naik	Urban Finance Specialist
K-4	Fernando Tomás	E-Governance Specialist

NON-KEY EXPERTS

N-1	Anoop Kumar	Urban Development Specialist
N-2	Ramakrishna Ipilli	E-Governance Specialist
N-3	Chirag Kapadia	Urban Designer
N-4	Saurabh Dangra	Transport Planner
N-5	Ashok Datar	Economist
N-6	VVSN Murthy	Environment Scientist / Ecologist
N-7	Sonia Naik	Affordable Housing Expert
N-8	Xabi Elustondo	Communication and Public Relation Expert

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

1. Enclosed herewith Form FIN-3 Breakdown of Remuneration

2. Enclosed herewith Form FIN-4 Breakdown of Reimbursable Expenses

Appendix D: Form of Advance Payments Guarantee

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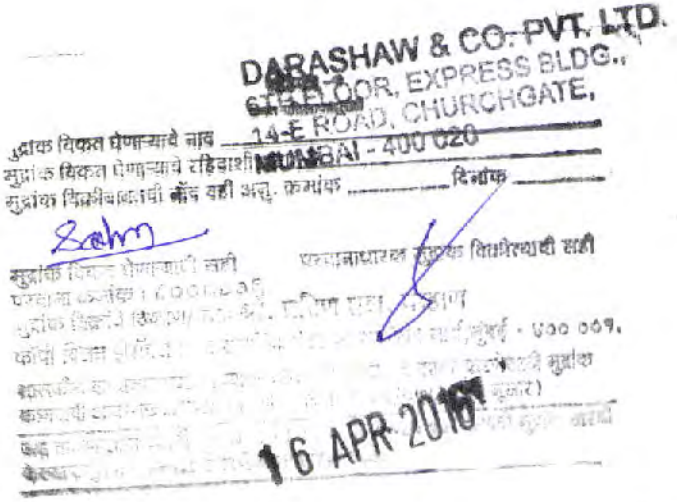
महाराष्ट्र MAHARASHTRA ◐ 2015 ◐ W 616319

मुद्रांक मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८०००००६
₹ - 7 APR 2016
सक्षम अधिकारी

S. MAVEKAR

POWER OF ATTORNEY

Know all men by these presents, I, **MR. BAMAN K. MEHTA,** Director of DARASHAW & COMPANY PRIVATE LIMITED, having registered office at 1205-6, Regent Chambers, 12th floor, 208, Nariman Point, Mumbai 400 021 do hereby constitute, nominate, appoint and authorize **MR. MUJEEB UR REHMAN** son of Mr. R. Ibrahim and presently residing at 35-A, Gali No.21, Zakir Nagar, Jamia Nagar, New Delhi 110025 who is presently employed with us and holding the position of Assistant Vice President- Consultancy Division, as our attorney, to do in our name and on our behalf, for discussing and finalizing the things necessary in connection with or incidental to **"Preparation of Smart City Proposal (SCP) for assisting Kanpur Municipal Corporation to participate in Smart Cities Challenge Round 2"** including signing and submission of all documents and providing information/responses to **Regional Centre for Urban & Environmental Studies, Lucknow (Ministry of Urban Development, Govt. of India)** (the "Authority") in all matters in


DARASHAW & CO. PVT. LTD.
14-E ROAD, CHURCHGATE,
MUMBAI - 400 020
16 APR 2010

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connection with our Proposal, including signing of the contract agreement for the above said project.

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, DARASHAW & COMPANY PVT LTD, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS 21ST DAY OF APRIL, 2016

For DARASHAW & COMPANY PVT LTD

DARASHAW & COMPANY PVT. LTD. MUMBAI

BAMAN K MEHTA
Director
DARASHAW & COMPANY PVT LTD
1205-06, Regent Chambers,
208, Nariman Point,
Mumbai 400 0021

Witnesses:

1. Rohit Deshpande
2. Vikas Ghadigaonkar

Accepted:

MUJEEB UR REHMAN
Assistant Vice President - Consultancy
Darashaw & Company Private Limited
c/o - Fateh Singh Chug,
House No. 568, Sector 8 - B,
Chandigarh – 160008