



**PUNJAB MUNICIPALINFRASTRUCTURE
DEVELOPMENT COMPANY**

Request for Proposal (RFP)
for
Establishment of Project Management Unit (PMU)
under
SWACHH BHARAT MISSION (SBM-Urban)

October, 2016

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**PUNJAB MUNICIPAL INFRASTRUCTURE DEVELOPMENT COMPANY (PMIDC),
Local Government Department, 5th Floor, Punjab Municipal Bhawan,
Plot No 3, Sector 35 A, Dakshin Marg, Chandigarh, 160022, Punjab, India**

REQUEST FOR PROPOSAL FOR ESTABLISHMENT OF PMU

Punjab Municipal Infrastructure Development Company (PMIDC) is the State Level Nodal Agency for facilitating implementation of the SWACHH BHARAT MISSION (SBM) in Urban Punjab. In order to carry out the said assignment, PMIDC intends to engage a consultant to provide qualified professionals and support staff for establishment of Project Management Unit (PMU); and to undertake and deliver all the tasks / activities listed in the guidelines issued for SWACHH BHARAT MISSION-URBAN (SBM-U) within stipulated time by mobilizing all required resources. The selected consultant is required to provide the following professionals and support staff:

Sl. No.	Position	Requirement in No.
1	Sanitation Specialist cum Team Leader	1
2	Solid Waste Management Expert	1
3	MIS Specialist	1
4	Capacity Building Specialist	1
5	Communication (IEC) Specialist	1
6	Finance Specialist	1
7	Data Entry Operator cum office Assistant	1
8	Office Support Staff	1

A Bidder shall be selected for the above mentioned purpose under Quality and Cost Based Selection (QCBS) procedure as described in this RFP.

- This RFP includes the following documents:
- Introduction, Objectives & Operational Strategy
- Bidders Date sheet and Instructions to Bidders
- Terms of Reference (ToR) of the Assignment
- Technical Proposal Standard Formats(Annexure – I)
- Financial Proposal Standard Formats (Annexure - II)
- Standard Form of Contract (Annexure – III)

Please note that while all information and data provided in this RFP are, to the best of our knowledge, accurate within the limited scope of the proposed contract, the undersigned holds no responsibility for accuracy of such information and it is the responsibility of the Bidder concerned to check the authenticity of data provided in this document.

PMIDC invites sealed proposals in two bid system from reputed consultants for providing the above services.

The tender schedule, terms & conditions, specifications and other necessary document can be had from the office of **PMIDC, 5th Floor Punjab Municipal Bhawan Local Government Department Plot No-3, Sector 35 A Dakshin Marg Chandigarh (Punjab) India** on deposit of Rs.10,500/- (Rupees Ten thousand five hundred only) towards cost of tender paper and V A T in shape of Demand Draft / Pay Order drawn in favour of JMD-Cum-CEO, PMIDC, Chandigarh in any Nationalized / Schedule Bank at Chandigarh (**Non- refundable**).

Request for Postal / Courier delivery of bid documents shall be entertained on payment of Rs.500/-(Rupees five hundred) extra in addition to the tender paper cost and VAT. PMIDC will not be responsible for any delay or loss of Bid documents in postal transit or delivery. The Bidders who download the Bid documents from the web-site **pmidc.punjab.gov.in** are requested to submit the cost of Bid documents in shape of DD / Pay order made within last date of sale of tender paper along with tender documents.

The downloading and submission of the tender documents shall start from **04.10.2016 and close on 25.10.2016 at 2.00 P.M.** The tenders shall be received in PMIDC office through Regd. / Speed Post or by Hand only addressed to the JMD-Cum-CEO, 5th Floor Punjab Municipal Bhawan Local Government Department Plot No-3, Sector 35 A Dakshin Marg Chandigarh (Punjab) India on or before **25.10.2016 at 3.00 P.M.** The authority will not be responsible for any delay in postal transit in the delivery of the documents and non-receipt of the same in time. The authority will not be responsible if any portion of the bid document is excluded or modified in the downloaded bid document. The technical bids will be opened on **26.10.2016 at 11.30 A.M.** in the Office of PMIDC, Chandigarh.

Bidding in joint venture/ consortium is not permitted.

The authority reserves the right to reject any or all the bids without assigning any reason thereof.



**PUNJAB MUNICIPAL INFRASTRUCTURE DEVELOPMENT COMPANY
(PMIDC),**

**Local Government Department, 5th Floor, Punjab Municipal Bhawan,
Plot No 3, Sector 35 A, Dakshin Marg, Chandigarh, 160022, Punjab, India**

**REQUEST FOR PROPOSAL FOR
ESTABLISHMENT OF PMU**

Punjab Municipal Infrastructure Development Company (PMIDC) is the State Level Nodal Agency for facilitating implementation of the SWACHH BHARAT MISSION-URBAN (SBM-G) in Urban Punjab. In order to carry out the said assignment, PMIDC intends to engage a consultant to provide qualified professionals and support staff for establishment of Project Management Unit (PMU) at Hq, Chandigarh;

S. No.	Name of the work	Bid Security (In Rs.)	Cost of RFP(In Rs.)
1	Request for Proposal (RFP) for Establishment of Project Management Unit (PMU) under SWACHH BHARAT MISSION-URBAN (SBM-U)	1,00,000/	10,500/

Interested Consultant may download the RFP document from PMIDC website <http://pmidc.punjab.gov.in> or may be obtained from office JMD-cum-CEO Punjab Municipal Infrastructure Development Company (PMIDC) **5th Floor Punjab Municipal Bhawan Local Government Department Plot No-3, Sector 35 A Dakshin Marg Chandigarh (Punjab)India, Email-swm.pmidc@gmail.com** after paying document fee in form of DD/FDR.

Deadline for Purchase of tender document	25.10.2016	2:00 PM
Pre Proposal Conference	14.10.2016	11.00 AM
Deadline for submission of tender	25.10.2016	3:00 PM
Date of Technical Proposal opening	26.10.2016	11:30 AM
Date of Financial Proposal opening	Shall be intimated to technically qualified bidders	

**JMD-cum-CEO
Punjab Municipal Infrastructure Development Company**

INTRODUCTION, OBJECTIVES AND STRATEGY

Introduction

According to Census 2011, India's urban population is 377 million or 31% of the total population. These numbers are expected to increase to 600 million by 2031. The Census 2011 also showed that in 4,041 statutory towns, close to eight million households do not have access to toilets and defecate in the open (7.90 million). Weak sanitation has significant health costs and untreated sewage from cities is the single biggest source of water resource pollution in India. This indicates both the scale of the challenge ahead of the Indian cities and the huge costs incurred from not addressing them.

The Swachh Bharat Mission (SBM) emanates from the vision of the Government articulated in the address of The President of India in his address to the Joint Session of Parliament on 9th June 2014:

“We must not tolerate the indignity of homes without toilets and public spaces littered with Garbage. For ensuring hygiene, waste management and sanitation across the nation, a *Swachh Bharat Mission* will be launched. This will be our tribute to Mahatma Gandhi on his 150th birth anniversary to be celebrated in the year 2019”.

SBM is being implemented by the Ministry of Urban Development (M/o UD), Govt. of India at the centre and by the Local Bodies Department, Govt. of Punjab in Punjab State for the urban areas in the Urban local bodies (ULBs).

☐ **Swachh Bharat Mission (SBM) Overview**

a. Mission Objectives

- ☐ Elimination of open Defecation
- ☐ Eradication of Manual Scavenging
- ☐ Modern and Scientific Municipal Solid Waste Management
- ☐ To effect behavioural change regarding healthy sanitation practices
- ☐ Generate awareness about sanitation and its linkage with public health
- ☐ Capacity Augmentation for ULB's
- ☐ To create an enabling environment for private sector participation in Capex (capital expenditure) and Opex (operation and maintenance)

b. Duration of the mission

The Mission will be in force till 2nd October 2019

c. Mission components

The Mission has the following components:

- ☐ Household toilets, including conversion of insanitary latrines into pour-flush latrines;
- ☐ Community toilets
- ☐ Public toilets
- ☐ Solid waste management
- ☐ IEC & Public Awareness
- ☐ Capacity building and Administrative & Office Expenses (A&OE)

d. Punjab Mission Coverage: Cities and target population

In the State, all ULBs shall be covered under the Mission.

e. Mission Strategy

- ☐ Comprehensive Sanitation Planning, which includes
 - (a) City Level Sanitation & Hygiene Plans
 - (b) State Sanitation & Hygiene Concept
 - (c) State Sanitation & Hygiene Strategy
- ☐ Behavioural Change Strategy and IEC
- ☐ Enabling Environment for Private sector participation
- ☐ Capacity Building

f. Special focus groups: The State Government shall pursue the following:

- o All manual scavengers in urban areas are identified, insanitary toilets linked to their employment are upgraded to sanitary toilets, and that the manual scavengers are adequately rehabilitated.
- o All temporary accommodation for migrants and the homeless in urban areas have adequate provision for toilets either on the premises or linked to a public / community toilet.
- o Mandating that construction labour in urban areas have access to temporary toilets at all sites in urban areas, buildings, parks and roads where construction / maintenance work is taking place or where construction labour is temporarily housed.
- o Priority shall be accorded pro-actively to cover households with vulnerable sections such as pensioners, girl children, pregnant and lactating mothers.
- o In their efforts to streamline and formalize SWM systems it shall be the endeavor of ULBs that the informal sector workers in waste management (rag pickers) are given priority to upgrade their work conditions and are enumerated and integrated into the formal system of SWM in cities.

g. Mission Outlay

The estimated cost of implementation of SBM (Urban) in the country based on unit and per capita costs for its various components is Rs. 62,009 Crore. The Government of India share as per approved funding pattern amounts to Rs. 14,623 Crore. In addition, a minimum additional amount equivalent to 25% of GoI funding, amounting to Rs. 4,874 Crore shall be contributed by the States as State/ULB share. The balance fund is proposed to be generated through various other sources of fund which are, but not limited to:

- a. Private Sector Participation
- b. Additional Resources from State Government/ULB

- c. Beneficiary Share
- d. User Charges
- e. Land Leveraging
- f. Innovative revenue streams
- g. Swachh Bharat Kosh
- h. Corporate Social Responsibility
- i. Market Borrowing
- j. External Assistance

☐ **SBM-URBAN Component -I: Household toilets**

- ☐ SBM (Urban) aims to ensure that
 - a) No households engage in the practice of open defecation,
 - b) No new insanitary toilets are constructed during the mission period and
 - c) Pit latrines are converted to sanitary latrines.
 The details can be seen in the SBM Guidelines- a GoI. Publication.

☐ **SBM-URBAN Component II: Community toilets**

- ☐ Under SBM (Urban), it is estimated that about 20% of the urban households in cities, who are currently practicing open defecation are likely to use community toilets as a solution due to land and space constraints in constructing individual household latrine.

The details can be seen in the SBM Guidelines- a GoI. Publication.

☐ **SBM-URBAN Component -III: Public Toilets**

- ☐ Under SBM (Urban), States and ULBs will ensure that a sufficient number of public toilets are constructed in each city. All prominent places within the city attracting floating population should be covered.

The details can be seen in the SBM Guidelines- a GoI. Publication.

☐ **SBM-URBAN Component IV: Solid Waste Management**

- ☐ Municipal Solid Waste Management (MSWM) refers to a systematic process that comprises of waste segregation and storage at source, primary collection, secondary storage, transportation, secondary segregation, resource recovery, processing, treatment, and final disposal of solid waste. The Manual on Municipal Solid Waste Management, 2000 published by Ministry of UD and revised from time-to-time, may be referenced for DPR formulation and implementation.

- ULBs are to prepare DPR for Solid waste management of their city in consultation with State Governments. Smaller cities can form clusters to become viable entities to attract private investment. 100% Cost reimbursement for preparing the DPR shall be done by GoI as per unit cost and norms set up by NARC.
- State Governments may handhold ULB's in quickly preparing DPR for SWM by empanelling /short listing /identifying private or government agencies for the same.
- The DPRs should be bankable, having a viable financial model. These will be prepared emanating from the needs identified in the City Sanitation Plan. DPRs should be aligned with Govt. of India's goals outlined in the NUSP 2008, SWM rules, advisories, CPHEEO manuals (including cost-recovery mechanisms), O&M practices and Service-Level Benchmark advisories released by Ministry of UD from time to time. Street Sweeping and litter control interventions will be part of DPR which is essential for a clean city.
- In order to promote projects of waste to energy, it is clarified that the central Government Grant / VGF may also be used for such projects, either upfront or as generation-based incentive for power generated for a given period of time.
- The State High Powered Committee (HPC) will authorize institutes of national repute for appraisal of DPRs for the technical and economic appraisal of DPRs for projects recommended by ULBs. No appraisal will be done by MoUD. The cost of DPR appraisal by these institutes shall be an admissible component under administrative costs, subject to norms as approved by MoUD.
- The performance and quality of appraisal by these identified and authorized institutes will be evaluated and monitored by HPC as well as NARC and corrective actions taken wherever necessary.
- The State Level High Power Committee will approve the DPR as well as the financial model of solid waste management.
- The implementation of SWM projects will be as per directions of State Level High Power Committee.
- Central government incentive for the SWM projects will be in the form of a maximum of 20% Grant / VGF for each project. The remaining funds have to be generated as indicated above.
- States will contribute a minimum of 25% funds for SWM projects to match 75% Central Share.(10% in the case of North East States and special category states).

□ SBM-URBAN Component -V: IEC & Public Awareness

o A key strategy under SBM (Urban) is behavior change communication to ensure that sanitation as an issue is mainstreamed with the general public at large and should cover issues of open defecation, prevention of manual scavenging, hygiene practices, proper use and maintenance of toilet facilities (household, community or otherwise), etc., and its related health and environmental consequences. Communication material for behaviour change shall be designed in consultation with the Ministry of Information and Broadcasting, Ministry of Health & Family Welfare, and should be in sync with the material being used under SBM (Rural).

The details can be seen in the SBM Guidelines- a GoI. publication.

□ SBM-URBAN Component VI: Capacity Building and Administrative & Office Expenses (A&OE)

□ 3% of the total Central Government allocation under the mission will be earmarked for capacity building, administrative and office expenses of States and ULBs.

□ 2% of the total Central Government allocation under the mission will be utilized at MoUD level for capacity building, convening national and regional workshops, various awards and best practice recognition, programme research, studies, international cooperation for capacity building and technology development, A&OE and various eligible purposes in consultation with the Integrated Finance Division (IFD) of the MoUD.

□ States shall propose extensive capacity building activities to be implemented in a mission-mode manner, which will enable the progressive achievement of objectives of SBM (Urban) in a time-bound manner. These will be specified in the comprehensive annual action plan prepared by each state. This will be approved by State Level High Power Committee after sharing and considering suggestions from MoUD. At least 50% of this fund, in each annual plan, as approved by State HPC, must go to the ULBs for activities at the ULB level.

□ HPC at State level shall be the competent authority to authorize and delegate administrative powers for use of these funds. ULBs shall be competent to use the minimum 50% fund, as per approved plan, passed on to them.

□ States will be encouraged to use other available capacity building funds to dovetail or integrate capacity building activities of ULBs.

□ States and ULBs should identify relevant officials (both senior level officials and field-level functionaries) for training and draw up a calendar of training for them. It will be the responsibility of the State Mission Director to ensure that identified officials undergo

adequate capacity building / training to ensure the success of SBM (Urban) in the state. Additionally, states should also identify relevant officials / persons capable of spreading the training on sanitation under SBM (Urban) as –master trainers|| who can attend central government training on SBM (Urban) and then organize subsequent training to diffuse the message of SBM (Urban) in the states.

□ All support structures for implementing the mission at the state and ULB levels defined in the Mission Management Structure [(section 11 of the SBM (Urban)] guidelines), *i.e.*, the **Project Management Units** (PMUs) at the State level, the Programme Implementation Units (PIUs) at the city level, and Independent Project Review & Monitoring Agencies (IPRMA) etc., engaged on an outsourced basis, shall be funded under this head.

□ Under no circumstance shall this fund be utilized for purchase of vehicles, construction and maintenance of buildings, creation of posts and payment of salary, and purchase of furniture and fixtures.

□ States will contribute a minimum of 25% funds towards Capacity Building and Administrative & Office Expenses (A&OE) to match 75% Central Share.(10% in the case of North East States and special category states) in each annual plan.

**BIDDER'S DATA SHEET AND
INSTRUCTIONS TO BIDDERS**

BIDDER'S DATA SHEET	
1	Name of the Employer: Punjab Municipal Infrastructure Development Company
2	Method of Selection : Quality and Cost Based Selection (QCBS)
3	Title of the Consulting Service: Establishment of Programme Management Unit.
4	Proposal to be valid for a period of 180 days after last date of submission of the bid as indicated in the RFP.
5	Clarifications may be requested not later than two days before the pre-bid date. All requests for clarifications will be directed to Employer's representative. The Employer will respond to requests for clarifications by electronic means within seven (7) days of pre-bid meeting date.
6	The cost towards the RFP Document of Rs. 10,500.00 must be submitted along with the technical proposal in the form of Demand Draft/ pay order in favour of -The JMD-cum-CEO, PMIDC, payable at Chandigarh.
7	A Bid Security of Rs. 1,00,000/- (Rs. One Lakh only) must be submitted along with the proposal, in the form of Demand Draft from a nationalized bank in favour of -The JMD-cum-CEO, PMIDC payable at Chandigarh.
8	Currency and Budget for Proposal: INR (Indian Rupee only).
9	Date and Time for Pre-Bid Conference: 14.10.2016 at 11.00 AM
10	Amounts payable by the Employer to the Bidder under the Contract will be subjected to local taxation (service tax).
11	The Bidder must submit the Technical Proposal in original and two photo copies of it; and the original and a copy of the Financial Proposal. The Technical & Financial Proposals are to be submitted in separate sealed envelopes and then enclosed in a single wax-sealed main envelope.
12	Technical Proposal & Financial Proposal should be clearly super-scribed as - TECHNICAL PROPOSAL/ FINANCIAL PROPOSAL FOR [Title of Consulting Service]

BIDDER'S DATA SHEET	
13	<p>Proposals complete in all respects must be submitted not later than date: 25.10.2016 up to 3.00 PM at the following address:</p> <p>Chief Engineer (O&M) Punjab Municipal Infrastructure Development Company (PMIDC), 5th Floor Punjab Municipal Bhawan Local Government Department Plot No-3, Sector 35 A Dakshin Marg Chandigarh (Punjab) India</p> <p>Proposals can be submitted through Speed Post / Registered Post / Courier/ by Special messenger or by Hand to the address mentioned above.</p>
14	Last Date and time for receipt of the Proposal: 25.10.2016 up to 3.00 PM
15	Date and time for opening of the Technical Proposal: 26.10.2016 at 11.30 AM
16	Date and Time for Opening of the Financial Proposal: Will be intimated later to the technically qualified bidders only
17	Expected date for commencement of Consulting Services: one month after LOA
18	For Details please visit: www.pmidc.punjab.gov.in

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

Eligible bidders are invited to submit Technical Proposal and a Financial Proposal, as specified in the Data Sheet for the proposed assignment. The Proposal shall be the basis for contract negotiations and ultimately for a Signed Contract with the selected Bidder. Punjab Municipal Infrastructure Development Company (PMIDC) (hereinafter referred to as "the Employer") will select consultant(s) as a Single Entity from among those who would submit their proposal in accordance with the method of selection mentioned in 'Instructions to Bidders'. The Bidder shall bear all cost associated with the preparation and submission of its Proposal and contract negotiation. PMIDC is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Bidder.

Bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and on the local conditions, Bidders are encouraged to pay a visit to the Employer before submitting a Proposal, and to attend a pre-bid conference on **14.10.2016 at 11.00 AM**. However, attendance to the pre-bid conference is optional. Bidders' representatives should contact the **CE (O&M), 5th Floor Punjab Municipal Bhawan Local Government Department Plot No-3, Sector 35 A Dakshin Marg Chandigarh (Punjab) India** to obtain additional information on the assignment.

2. Eligibility of the Bidder:

Interested bidders possessing required eligibility criteria and experience indicated below may submit the Technical and Financial Proposal in line with the RFP with relevant information and supporting documents for the proposed assignment:

- 2.1 In this case, the eligible Bidder is an Institute of repute/Center of excellence/Consultancy firm having experience of successfully executing at least one similar project for at least 1 year with annual contract value of the project being not less than Rs.50.00 lakhs. For this purpose, similar project shall mean operation of project or Project Management Unit/ Project Management Cell /Project Implementation Unit/ Central Level Technical Cell / Project Management Consulting or Technical Support Unit / Urban Reforms Cell funded under Central/State/Local Govt. schemes in sanitation or municipal solid waste management sector / Externally Aided Projects.

Agencies which are not having experience in handling similar assignments CAN NOT Participate in the bidding process.

2.2 "Average" Annual consultancy turnover of the bidder during the last 3 years should be Rs. 2 Cr.

2.3 The agency should not have been blacklisted by any state government, central government or any other public sector undertaking or a corporation as on the date of publication of this RFP. An undertaking to this effect should be submitted.

3. Clarification and Amendment of RFP Documents:

3.1 Bidders may request a clarification on any of the sections of the RFP documents not later than, **2 days** before the pre-bid date. All requests for clarification must be sent in writing or by facsimile to The JMD-Cum-CEO, Punjab Municipal Infrastructure Development Company, (PMIDC) Chandigarh, will respond in a pre-bid meeting to such requests and will clarify/amend any provision by publication in web site within 7 days of pre-bid meeting.

3.2 At any time before the submission of the Proposals, Board may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the RFP documents by issuing addendum & / or corrigendum. Such addendum & / or corrigendum will be uploaded in the web site as mentioned in the RFP. Board may at its discretion extend the deadline for submission of the Proposals.

4. Conflict of Interest:

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

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

4.2 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably

be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the Bidder fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

4.3 Disclosure:

Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

5. Validity of the Proposal:

Proposals shall remain valid for a period of **180 (One hundred eighty) days** after last date of submission. The Employer reserves the rights to reject a proposal valid for a shorter period as non-responsive. PMIDC will make the best efforts for finalization of the selection process within the bid validity period.

6. Submission of Proposals:

The proposals shall be submitted in two separate parts, viz., Technical and Financial and should be as per the prescribed format as given in the RFP Document. Bidders shall submit their proposals through Registered Post / Speed Post/ Courier / By Special Messenger or by Hand at the specified address on or before the last date and time for receipt of proposals mentioned in the Bidders' Data Sheet. PMIDC will not be responsible for any delay / postal delay in receiving the proposal.

The "Technical" and "Financial" proposals must be submitted in two separate sealed envelopes (with respective marking on the top in bold letters) following the formats/schedules given in the RFP Documents. The first envelope marked "**TECHNICAL PROPOSAL**" should include the description of the consultant's organization, the consultant's general experience in the field of assignment, the

qualification and competency of the Key Professionals proposed for the assignment in response to suggested Terms of Reference. The second envelope marked **'FINANCIAL PROPOSAL'** must also be properly sealed and should contain the detailed price offer for the proposed service as per the prescribed format of the RFP.

6.1 Technical Proposal:

In preparing the Technical Proposal, Bidders are expected to examine the content of this RFP in detail. Deficiencies in providing the information requested may result in rejection of a Proposal.

6.2 Financial Proposal:

In preparing the financial proposal, Bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow information asked as per Sample Forms (Annexure-II). It lists all costs associated with the assignment, including (a) remuneration for key experts and (b) reimbursable component. The cost and fees shall be quoted only in Indian Rupees (INR) and include all expenses like professional fees, incidental expenses, travel and stationary charges, applicable taxes etc. Technical Proposals and Financial Proposals shall remain valid for **180 days after the last date of submission of proposals**. During this period, Bidders are expected to keep available the professional staff proposed for the assignment. The Employer will make its best effort to complete negotiations within this period. However if PMIDC request the Bidders to extend the validity period of their proposal, the Bidder will have the discretions to extend it without putting forth any conditions.

Evaluation of the Proposals:

Bids without cost of bid document and Bid security will not be considered for evaluation. Proposals for this assignment will be assessed in accordance with good commercial practice and will involve both a technical and financial evaluation. Eligible bidders will be short listed based on the qualifying eligibility criteria mentioned below. A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to financial proposals being opened. The proposals (first envelope containing technical proposal only) will be opened by the Employer or his authorized representative as per the schedule mentioned in the —Bidders Data Sheet at the specified location. It may be noted that the second envelope containing the —Financial Proposal will not be opened until technical evaluation has been completed and the result approved and notified to all qualified bidders. The consulting firms have to submit Technical Proposal (Original & 2 photocopies) and a Financial Proposal (original and copy) separately in the manner specified in the RFP.

Technical bid evaluation of the eligible bidders would be carried out applying the evaluation criteria specified below. Each responsive technical bid will be attributed a technical score as per following breakup:

Sl No.	Main Criteria and Weights * out of Total 100 marks	Sub Criteria	Sub Weights
1.	Financial Strength 15	Turnover (average 3 years)- Above Rs.2 crore—6 marks, For every additional Rs 1 crores-2 mark each, Max-10 marks	10
		Net Worth (average 3 years) Above Rs 50 lakhs—2 marks, For every additional Rs 25 lakhs - 1 mark each, Max-5 marks	5
2.	Similar Experience (as specified in clause-2.1) - in last 3 years Maximum 5 Projects	Total Duration Projects (in years) 2 marks for ≤ 1 year per project. Max. 3 marks per project if >1 year.	15
		Value of project 2 marks per project for project value ≤ 50 Lacs. Max 3 marks per project for project value ≥ 50 Lac	15
3.	Experience in other Consultancy (of 5 Best Projects in last 3 years	Total Duration Projects (in years) 0.25 marks for ≤ 1 year per project. Max.0.5 mark per project if >1 year.	2.5
		Total Value of Projects (in INR) 0.25 mark for \leq Rs 10 Lacs. Per Project. Max.0.5 mark per Project $>$ Rs.10 Lacs	2.5
4.	CVs of 5 professionals, who are proposed to be offered for the package – 30	Qualification	10
		Years of Experience	10
		Relevance of Experience	10
5.	Methodology including Management Plan – 20 (Based	Appreciation of the project and response to the ToR	05
		Methodology including work plan and proposed management plan	10
		Provisions to secure and retain professionals	05

For S.No 5: CV of Experts/ Professionals: Marking will be as under;

- Qualification:- Doctorate/Ph.d/PG degree / MBA—2 Marks; Graduates – 1 mark, per Resume
- Experience:-Above 10 years – 2 marks, 5-10 years – 1 mark per Resume.
- Experience in sanitation / solid waste management – 2 marks, other similar sectors- 1 mark

Presentation:

The eligible consultant will have to make a presentation before the Employer. The presentation shall cover in sufficient detail the appreciation of the project, Approach and Methodology, proposed organizational structure, work program, implementation strategy, and provisions to secure and retain professionals. The objective of presentation is to enable Employer to evaluate the consultant regarding their understanding and preparedness for the assignment. Clarifications, if any, as required by the Employer will also be discussed. The date and venue of presentation will be decided by the Employer and intimated at least one week in advance. The presentation should cover the details as specified above.

Based on the evaluation of technical bids, the bidders shall be ranked highest to lowest technical score (St) in accordance with the total marks obtained. The bidders with technical bid score of minimum **60 marks** & above will be considered technically qualified for further process.

The price bids of technically qualified bidders will only be opened for financial evaluation and each Financial Proposal will be assigned a financial score (Sf). For financial evaluation, the total fee indicated in the financial proposal as per FIN-3 will be considered.

The lowest Financial Proposal (FM) will be given a financial scoring (Sf) of 100 points. The financial scores of a given proposal will be computed as follows:

$$Sf = 100 \times FM/F$$

FM = Lowest financial Proposal Amount

F = Amount of the given Financial Proposal

Selection of Successful Bidder

Final ranking of all proposals shall be done with weightage of 80:20 - weight age of 80% shall be given to technical score (St) and 20% to the Financial score (Sf).

Proposals will finally be ranked according to their combined technical scores (St) and financial (Sf) scores as follows:

$$S = ((0.8 \times St) + (Sf \times 0.2))$$

Where "S" is the combined score

The Selected Bidder shall be the first ranked bidder (having the highest combined score) who shall then be called for negotiations. The second ranked bidder shall be kept in reserve and may be invited for as and when required.

7. Award of Contract:

The Employer will notify the successful bidder in writing for finalizing the contract conditions. The successful bidders will be asked to sign the Contract Agreement within 7 days of the notification. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. The firm is expected to commence the Assignment within two weeks from the date of award of contract.

8. Contract Period:

The Contract will be initially for a period of **three years** from the date of award of Contract /Deployment of the professionals in PMIDC and can be renewed on mutually agreed terms and conditions. The performance will be evaluated by Employer quarterly and if at any point of time, performance is not found satisfactory the agreement can be terminated by giving 30 days notice. May extended for further period as per mutual agreement between employee and consultants.

9. Availability of Professionals:

The Bidder shall confirm the availability of all professionals as indicated in its proposal. The Employer will not normally consider substitutions during contract period unless both the parties agree that such substitutions unavoidable, or for reasons such as death or medical incapacity or for reasons which is really beyond the control of bidder. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to the Employer within 15 days of departure of original professional. In case of substitution of key personnel, PMIDC reserves the right to examine the new personnel proposed to be provided as replacement. In case there is a gap in replacement of any Professionals/Support Staff, exceeding 15 days, no remuneration will be provided for that period.

10. Performance Assessment:

This RFP is for selection of the Bidders for execution of the assignments under the RFP from time to time. If during execution of the contract, following shortfalls are found, then the penalty as per below mentioned conditions shall be applicable:

- a) In case the deliverables as per approved work plan are delayed beyond the approved timeline a notice will be issued giving 30 days time. If in spite of above, the bidder fails to deliver, there will be a penalty not exceeding 10% of the monthly fee for every further delay of 30 days.
- b) Monthly review of the performance of the unit in terms of achieving the Monthly targets set by Mission Directorate
- c) If any of the expert performance is not up to mark or consistently failing to achieve targets set by Mission Directorate, employer may consider substituting the expert with prior notice to the bidder. The substitution must be submitted to the Employer within 15 days of departure of original professional.

11. Applicable Law:

Applicable Law means the laws and any other instruments having the force of law in INDIA as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of PUNJAB.

12. Governing Language

The Contract shall be written in English Language only. All correspondences and other

documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language also.

13. Termination of Contract:

The Bidder's association with the Employer will terminate in case of following conditions:

- i. Expiration of the term of the Contract.
- ii. Non-performance of the selected Bidder during execution of assignment.
- iii. Performance by the selected Bidder is below the benchmark.
- iv. Non-adherence to the timeline of the assignment.
- v. Non-payment/irregular payment of salary/fee to key professionals, support staff and providers of other services and goods (beyond stipulated time).
- vi. Quality of work is not satisfactory

14. Bid Security:

The Technical Proposal of the bidder should necessarily be accompanied by Bid Security for an amount of **Rs.1,00 000/-** (Rupees One Lakh) only in the shape of a Demand Draft in favour of **CE (O&M)** on any nationalized bank payable at Chandigarh. Bid Security shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of agreement between PMIDC and the successful bidder, without any interest. Bid Security submitted by the successful bidder shall be released after submission of performance bank guarantee.

The Bid Security shall be forfeited in the following cases:

- if any information or document furnished by the Bidder turns out to be misleading or untrue in any respect; and
- If the successful Bidder fails to execute the Consultancy Agreement within the stipulated time period and fails to submit performance guarantee

15. Performance Guarantee

Prior to signing of the agreement, a **Performance Guarantee**, equivalent to **5 %** of the contract value, has to be furnished in the form of **Bank Guarantee** (as per the format attached at **(FIN-5)** by the successful bidder, which will be released after successful completion of the assignment by the Bidder. Any violation of the contract including RFP, non-payment to specialist(s) employed for this project by the Bidder will lead to the forfeiture of performance guarantee. PMIDC reserves the right to realize any outstanding dues, liabilities and losses from this amount. The bank guarantee will remain valid for a period of not less than Thirty Six **(36) months**.

16. Proposal Due Date:

RFP filled in all respect must reach the JMD-Cum-CEO, PMIDC at the address, time and date specified in the Bidders Data Sheet of the RFP document through Speed / Regd. Post / Courier/ By Special Messenger or by Hand only. If the last date specified for the submission of RFPs is declared as a holiday for the Employer, the RFPs will be received up to the appointed time on

the next working day. RFPs received after the deadline for submission prescribed by PMIDC, will be rejected. No modifications to the proposals shall be allowed once it is received by the Employer.

17. Negotiations/Clarifications

The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

18. Signing of Contract

18.1 After notification, the Employer shall communicate to the successful Bidder to sign the Contract broadly in the Form of Contract based on mutual negotiations (See Annexure - III).

18.2 Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.

All formalities of negotiation and signing of contract will be completed within Fifteen (15) days of notification of award.

TERMS OF REFERENCE (ToR)

□ Need of State Level SBM PMU Cell:

As per the Punjab State Urban Sanitation Strategy, PMIDC would function as the State Sanitation Nodal Agency (SSNA) for successful implementation of the Strategy including the SBM. The SSNA will be supported by the SBM PMU Cell comprising of qualified professionals and support staff to provide technical, managerial, strategic and professional assistance. The major roles and responsibilities of the SBM PMU Cell at the State level will be as follows:

- □ Set out guidelines for ULBs to operationalize different components of the sanitation strategy and SBM; including third party roles, etc.
- Support ULBs for Preparation of draft CSP templates for city sanitation as per guidelines and Consolidate all CSPs into a State Level Sanitation Plan, specifying time frame, finances, operational components and guideline- sets for components, to enable the state to earmark resources
- Responsible for development and deployment of appropriate MIS (including M&E) systems. This would also include building capacities at the state and ULBs for maintaining these and make further analysis.
- Responsible for drafting the training needs document pertaining to different stakeholders in the sanitation initiative; development of HRD systems and oversee implementation for successful outcomes and continuous improvement.
- Development of a communication strategy that highlights multi-level messages, media and co-ordination with the identified agencies for successful implementation.
- In the work of operationalizing the sanitation strategy, the PMU will prepare required documents, RFPs to assist PMIDIC to carry out empanelment of Bidders, advisors, specialised government institutions and other third party service providers.
- The PMU will collaborate with other line departments and agencies (like Health and Family Welfare, PCB, etc.) and develop outcome indicators, deploy these and enable data capture. It will also examine the need for refining standards and take this forward when needed.
- It would strive to bring in and learn from successful experiences in other cities; develop collaborations and suitable models for technical options and social mobilisation.
- Examine and move ahead to utilise the available technical expertise in the Water & Sanitation Department, PWD or invite resource persons from the private and NGO sector for evolving, testing and evaluating technical options in on-site and off-site sanitation.
- Responsible for guiding ULBs in the implementation of city sanitation plans, channelling financial resources from State, Central and externally aided sources/ and providing technical assistance required by ULBs.
- Examine the need and possibilities of improving and securing (making safe) the work conditions of Safai Karmacharis, and devise the appropriate rules and procedures to achieve the same.
- Examination of the sanitation situation in schools, especially the situation of girl children, with the idea of using this platform to trigger behaviour change in the community, as also monitor for measuring improvements.

☐ Responsible for design and implementation of suitable reward schemes that provide incentives to ULB to achieve positive sanitation outcomes, and promote demand-based sanitation while ensuring that suitable protocols for maintenance are set up.

☐ Any other assignment that may be required for successful implementation of State

Sanitation Strategy and SBM objectives.

This would require setting out the following:

☐ Periodicity of assessment

☐ Minimum criteria for entry: Establishment of baseline, Supporting development of City Sanitation Plan with phasing and finances and subsequent activation;

☐ Objective and transparent criteria for deciding sanitary category at start and at time of application

☐ Guidelines for assessment including composition of assessment teams, assessment criteria, marking, etc.

☐ Application to district and state

☐ Rewards in different categories – ULB Types within each Division, financial incentives and use of incentives.

☐ Responsible for advising the State government on necessary modifications/ notifications required by law to implement the Sanitation Strategy, examine the updating of the development control regulations, and provide other technical know-how for effective management.

☐ **Composition of PMU and Administrative and over head expenses:**

Sl. No.	Position	Requirement in No.
1	Sanitation Specialist cum Team Leader	1
2	Solid Waste Management Expert	1
3	MIS Specialist	1
4	Capacity Building Specialist	1
5	Communication (IEC) Specialist	1
6	Finance Specialist	1
7	Data Entry Operator	1
8	Office Support Staff	1

☐ Administrative and overhead expenditure for the PMU will be limited to one third of the staff salary where, A & OE component includes Travel Expenses, System Support, Overheads & Miscellaneous. The bills and vouchers regarding the expenditure under this head are to be approved by PMIDC for reimbursement to the extent of one third of salary component quoted by the bidders.

- ☐ Consultancy Agency shall make available a four-wheeler vehicle to permit the Technical Cell staff for travel / site visits on official requirements on reimbursement basis within the above ceiling.
- ☐ The actual requirement of number of persons and the duration of deployment (man power) in each category of the position will be determined by PMDC and indicated to consultant agency for such period as may be mutually agreed.

☐ **Work Arrangement:**

The PMDC will be responsible for:

- ☐ Providing suitable, adequate and well-furnished workspace with electricity and water supply; and a landline telephone with BSNL broadband connectivity.
- ☐ Monitoring the activities of the engaged Bidder on the basis of the inception report and annual work plan, quarterly work plan/execution plan and deliverables.
- ☐ Ensuring that the engaged Bidder has access to all necessary information pertaining to the proposed assignment and other related activities.
- ☐ Ensuring quarterly payment of Bidder's dues on the basis of deliverables assigned for each quarter.

The selected consulting firm/ agency/ organization will be responsible for:

- ☐ Submission of the inception report along with Annual Work Plan.
- ☐ Deploying all the professionals and support staff as mentioned above in the PMU at the earliest; and replace within 15 days in case any of them quits.
- ☐ Submission of quarterly work plan/execution plan on all deliverables.
- ☐ Other logistics and support as and when required for fulfilling the objectives of the SBM and State Sanitation Strategy.

PAYMENT AND REPORTING SCHEDULE

A. Payment & Reporting Schedule for PMU

The Bidder shall submit a monthly status report containing an update of the activities of the PMU, minutes of various meetings and the action taken details along with the monthly invoices submitted.

Terms of Reference for Professionals to be Engaged in the Project Management Unit

A. SANITATION SPECIALIST CUM TEAM LEADER

1. Scope of Work:

The role of the **Sanitation Specialist cum Team Leader** is to provide technical support and expertise to influence and facilitate State Govt's Policy, Planning, Implementation, Monitoring and Evaluation of various components under the SBM. The Sanitation Specialist is responsible for the organization and technical overview of all water and sanitation projects and activities under State Urban Sanitation Strategy and to ensure that they are relevant, successfully implemented and sustainable. The incumbent will have a broad based role in improving quality of project design, implementation and reporting by providing intellectual leadership and inputs on the social needs of the project.

2. Deliverables and Reporting:

The professional will report to the Mission Director/ Nodal officer / PMIDC.

The deliverables are not limited to the services indicated below. However, the incumbent shall incorporate more activities in the related field that are relevant to the job as required from time to time by the State Mission Directorate.

The following are some of the expected deliverables of the Professional:

- ☐ Provide technical support to State Mission Directorate in formulating the guidelines for ULBs to operationalize different components under the State Urban Sanitation Strategy, SBM and City Sanitation Plans.
- ☐ Help State Govt./ Mission Directorate in formulation of State Level Urban Sanitation Plan incorporating salient features of the CSPs; specifying time frame, required financial resources, operational components and guideline-sets for creating sanitation facilities to enable the state to earmark resources.
- ☐ Responsible for guiding the ULBs in implementing the City Sanitation Plans, channelling financial resources from Central, State and externally aided/ ODA resources and providing technical assistance required by ULBs.
- ☐ Help State Govt./ Mission Directorate in preparation of guidelines for ULBs in Sanitation Management covering various aspects such as Environmental, Public Health and Safety Standards for the workers involved in Sanitary Disposal Management.
- ☐ Collaborate with other line departments such as Pollution Control Board (PCB), Water & Sanitation, and Health & F.W. Department and develop outcome indicators for required data capture in sanitation sector.

☐ Facilitate to State Govt./ Mission Directorate to acquire the knowledge based technical expertise from other line departments such as SPCB ,Water & Sanitation, PWD etc. for evolving, testing and evaluating technical options available for on-site and off-site sanitation.

☐ supervise the implementation of water supply and sanitation infrastructure, rehabilitation projects and ensure that they are in line with the guideline and environmental standards.

☐ Provide technical overview and advice on program implementation as and when necessary.

☐ Any other assignment that may be entrusted by the Mission Directorate/ PMIDC for achievement of State Sanitation Strategy / Mission Objectives.

3. Qualifications and Experience:

☐ Graduate/ post graduate in Environmental Science/ Environmental Engineering/ Civil Engineering/ Public Health Engineering/ Bio Technology/ Microbiology from reputed Institution.

☐ 7+ years of experience in design and implementation of water supply, sanitation and solid waste management projects. Experience of managing teams and working in tandem with local and international partners and experience in environmental monitoring and mitigation;

☐ **Desirables:**

☐ Familiarity with public administration systems that affects delivery of results to achieve the mission objective.

☐ Knowledge of computer management and applications,

B. Solid Waste Management Expert

The professional will report to the PMU Team Leader.

The deliverables are not limited to the services indicated below. However, the incumbent shall incorporate more activities in the related field that are relevant to the job as required from time to time by State Govt./ Mission Directorate.

☐ Develop guidelines and any other technical documents with respect to solid waste management.

Develop and monitor annual work plans, budgets and project expenditures at all levels;

- Monitoring of the solid waste management projects being implemented.
- Provide hand-holding support to state and cities during preparation for improving Infrastructure investments.
- Assist the Mission Directorate and PMU of LSG in monitoring service level benchmarks.
- Design capacity building tools and strategies for ULBs.

- Documentation of good practices and leanings for replication and dissemination through workshops / conferences including development of web-based IEC and outreach materials.
- Assist the Mission Directorate in implementing the norms/guide lines of the state pollution control board, central pollution control board and ministry of environment and forest and other relevant state level departments.
- Support preparation and implementation of solid waste management plans
 - The ToR is not limited to the services indicated, the incumbent shall incorporate more activities in the related field that are relevant to the job as required from time to time. Support the preparation of robust data base of the sanitation activities across the ULBs

Qualifications:

- Graduation/ post-graduation in Environmental Engineering/Environmental Science/ Biotech Engineering/ Microbiology/ Civil Engineering from recognized University or Institution.

Experience:

- Minimum of Seven years of experience in government/ semi-Govt./ autonomous organizations/ private company of repute in Solid Waste Management.

Other Requirements

- Ability to undertake frequent travel within the State of Punjab.
- Excellent written and interpersonal communication skills. Should possess good and consistent academic records.

C. MIS Specialist

Deliverables and Reporting:

The professional will report to the PMU Team Leader.

The deliverables are not limited to the services indicated below. However, the incumbent shall incorporate more activities in the related field that are relevant to the job as required from time to time by State Govt./ Mission Directorate.

- ☐ Support the preparation of robust data base of the sanitation activities across the ULBs
- ☐ MIS expert will be to support speedy internalization of the M&E system and accurate reporting through the same and strive to improve the IT systems at State level and proactively recommend ways to make it more user-friendly and efficient.
- ☐ Coordination of data entry and file uploads into systems to be used by the State Level Nodal Agency on a regular basis.
- ☐ Work closely with the M&E specialist for the development appropriate MIS
- ☐ Provide advice to the Local Bodies in coordinating/monitoring Survey information
- ☐ Coordinate management of electronic data pertaining to the PMU, including soft

copies of letters, reports and numerical data related to Sanitation.

- ☐ Furnishing of reports/Quarterly Progress report to the State Government, Central Government and the State Level Sanitation Committee
- ☐ Encourage use of IT to produce training materials and manuals; increasingly impart an understanding and use of e-learning among staff;
- ☐ Stay abreast of latest developments in the IT sector and transfer emerging technology as relevant to both to the State Level Nodal Agency and the ULBs
- ☐ Provide handholding support to the City level MIS specialists as and when required
- ☐ Any other related tasks that may be entrusted upon by the Mission Directorate/ PMDC

Qualifications:

- B.E/B. Tech in Computer Science/ IT/ E&C or MCA/ PGDCA or M.Sc. in Computer Science from recognized University or Institution.

Experience:

- Minimum of Seven years experience in government/semi-Govt/ autonomous organizations/ private company of repute. Should have experience in software development & project management, database management, design & implementation of ICT based MIS applications.
- Ability to work in a team and train staff on the job to use the systems and assist in day to day issues related to IT.
- Fluency in Punjabi and English is essential.

Other Requirements

- Ability to undertake frequent travel within the State of Punjab.
- Excellent written and interpersonal communication skills. Should possess good and consistent academic records.

D. CAPACITY BUILDING SPECIALIST

1. Scope of Work:

The role of the **Capacity Building Specialist** is to provide advisory support to State Govt./ Mission Directorate on matters relates to core research, capacity building, advocacy and coordination in various areas such as City Sanitation, Urban Poverty, Slums Management and Skill Development. The Capacity Building Specialist will constantly assess the training needs at the State/ULB level and will coordinate all training & capacity building programmes for the state & ULB staff in the area of –City Sanitation Strategy and other livelihood programs related to Urban area and assist State Govt./ Mission Directorate for developing quality training methodology.

2. Deliverables and Reporting:

The professional will report to the PMU Team Leader.

The deliverables are not limited to the services indicated below. However, the incumbent shall incorporate more activities in the related field that are relevant to the job as required from time to time by State Govt./ Mission Directorate.

The following are some of the expected deliverables of the professional:

- ☐ Drafting State Capacity Building Plan and training needs document pertaining to different stakeholders in the sanitation initiative; directing the development of HRD systems and oversee of implementation for successful outcomes and continuous improvement.
- ☐ Coordinate all training & capacity building programmes for the state & ULB staff in the areas of Urban Sanitation and other implemented programs in the Urban Sector.
- ☐ Develop & coordinate Annual Training Programs in the area of implementation of Urban Sanitation Schemes for the state and ULBs.
- ☐ Work with MIS Specialist to develop a data base on assessment of skills requirement of sanitation Staff at State and ULB Level and update it regularly.
- ☐ Work closely with Social Mobilization Specialist for providing Institutional Setup at State and ULB level towards building capacities and maintaining cities performance.
- ☐ Responsible for creating the pool of resource persons for State Govt./ Mission Directorate, which will be helpful for the implementation of the strategy with necessary urban adaptations. This pool of master trainers will impart cascaded training sessions to ensure coverage of all stakeholders within the ULBs.
- ☐ Developing content-needs document which will focus on capacity building, i.e. not just training but also development of systems and capacities of ULBs in sanitation (including both internal and external communication), in line with the Urban Sector Reforms that the state may be implementing.
- ☐ Helps State Govt./ Mission Directorate to identify, select and engage specialised agencies of the government, and/or NGOs and private sector organizations for capacity building of ULBs in implementation of **Sanitation Strategy** at the ULB level.
- ☐ Coordinate & support state level Workshops, Meetings and Seminars etc. organized by Mission Directorate in support with State Level Nodal Agency.
- ☐ Any other related tasks that may be entrusted upon by the Mission Directorate/ PMIDC

3. Qualifications and Experience:

- ☐ Master's Degree in Social Sciences / Human Resource Management from reputed Institution.
- ☐ 7+ years of experience of conducting Capacity Building /Research Activity in social sector. Prior experience of working in the urban sector will be an added advantage.

Desirable:

- ☐ Experience of working in co-ordination with State Government/ Local Bodies/ Resource Centres / NGOs / Communities.
- ☐ Proven decision-making and Communication Skills and fluency in local language.
- ☐ Knowledge of computer management and applications
- ☐ Ability to work in a multicultural environment, and establish harmonious and effective working relationships, both within and outside the organization.

E. COMMUNICATION (IEC) SPECIALIST

1. Scope of Work:

The role of the **Communication (IEC) Specialist** is to provide advisory support to State Govt./ Mission Directorate on matters relates to Building constituency and support for water and sanitation sector reforms initiatives among diverse stakeholders; and promoting peoples participation for improving and sustaining service delivery. The incumbent also helps to facilitate the development of a holistic understanding of sanitation and good sanitation practices amongst service providers and citizens & develop IEC Action plan for Mission Period.

2. Deliverables and Reporting:

The professional will report to the PMU Team Leader.

The deliverables are not limited to the services indicated below. However, the incumbent shall incorporate more activities in the related field that are relevant to the job as required from time to time by the State Govt./ Mission Directorate.

The followings are the some of the expected deliverables of the Professional:

- ☐ Development of a holistic understanding of sanitation amongst service providers and the service users (citizens) and focus on what constitutes –good sanitation practices at the end-user level.
- ☐ To provide awareness generation service to State Govt./ Mission Directorate on sanitation and behaviour change to facilitate adoption of healthy sanitation practices as a priority to push sanitation higher-up on the agenda of the state institutions and to build support for strategy such as city-wide approaches, mainstreaming the poor and local need-based technological options.

- ☐ Provide clarity to the stakeholders (i.e. the service providers – ULBs, and end users i.e. the citizens) about their respective roles and responsibilities vis- à-vis sanitation.
- ☐ Formulate plan of action on behalf of State Govt./ Mission Directorate for Involvement and engage opinion influencers (viz. political and religious leaders, academicians, media personalities, eminent civil society representatives and others) to promote sanitation consciousness among the end users.
- ☐ Encourage continuous communication among front line sanitation service providers, city and state level officials from interlocking line departments as opposed to the use of communications in one-off or sporadic events.
- ☐ Coordinating with leading local media for publication of one think-piece every fortnight written by eminent personalities on the subjects of water and sanitation and what could be done to improve water and sanitation conditions in urban Punjab.
- ☐ Augmenting the PMIDC website (<http://www.pmidc.punjab.gov.in/>) with a regularly updated special section on urban water and sanitation highlighting the State Government's plans, conservation and maintenance issues; user charges etc. and inviting responses /reactions / suggestions from the visitors.
- ☐ Liaising with Station Heads of popular FM radio channels to promote good water and sanitation related behavior through their programmes.
- ☐ Coordinating with producers of popular Punjabi television programmes and exploring opportunities to weave in messages related to hygienic water and sanitation practices in their programmes and disseminating good water and sanitation behaviour messages [through bulk SMSs (Short Messaging Services)] supported by various mobile phone service providers
- ☐ Producing and showcasing good practices through short documentary films on water and sanitation and facilitating formal press conferences and will need to develop rapport with senior members of the press to ensure that the media becomes an active partner in the whole effort of making cities and towns of Punjab clean, sanitized and open-defecation free.
- ☐ Any other related tasks that may be entrusted upon by the Mission Directorate/ PMIDC

3. Qualifications and Experience:

- ☐ Master's degree in Mass communication / Journalism/ Information and Media Studies / Social Sciences
- ☐ 7+ years of post-qualification experience in the field of community mobilization, participatory planning, communication, advocacy and media management.

Desirable:

- ☐ Experience of working in co-ordination with State Government, Local Bodies, Resource Centres, NGOs, Training Institutions and Mass Medias.
- ☐ Prior experience of working with urban communities in the field of Water and Sanitation will be added advantage.
- ☐ Proven decision making, communication skills and fluency in local language.

- ☐ Knowledge of computer management and applications,.
- ☐ Ability to work in a multicultural environment, and establish harmonious and effective working relationships, both within and outside the organization.

F. FINANCE SPECIALIST

1. Scope of Work:

The role of the Financial Management Specialist is to provide advisory support to State Govt./ Mission Directorate for establishment and operationalization of effective administration and financial management system for the allocated budget. Assist State Govt./ Mission Directorate in managing efficient and timely flow of funds to the ULBs and tendering/selection process for procurement of goods & services; Pre-qualification; preparation, receipt, scrutiny/evaluation of tenders / proposal documents and issue of tenders; finalization and award of contract.

2. Deliverables and Reporting:

The professional will report to the PMU Team Leader.

The deliverables are not limited to the services indicated below. However, the incumbent shall incorporate more activities in the related field that are relevant to the job as required from time to time by State Govt./ Mission Directorate.

The followings are the some of the expected deliverables of the Professional:

- ☐ Establish and maintain effective fund flow mechanism among the key stake holders at all levels of the project.
- ☐ Prepare timely expenditure statements, forecasts and budgets of all programs and maintain effective budget monitoring mechanism.
- ☐ Handling project financial monitoring and budget with expenditure analysis and ensure process of payment of bills/invoice and maintaining related books of accounts
- ☐ Preparation of the Procurement Plan of the project and maintain systematically the procurement related records and documentations for audit/ review.
- ☐ Ensuring that the procurement of goods and services of the project is conducted observing due procedure and agreed plan of action.
- ☐ To work closely with State Govt./ Mission Directorate and other team members for preparation of EOI / RFP, TOR, advertisements, short listings, preparation of bidding

documents, evaluation of proposal, letters of awards, draft contracts etc. in the process of procurement of goods and services including consultancies for **Mission Directorate/PMIDC**.

- ☐ Monitor contract management including timely supply of the goods, release of payment, issuing contract amendments, inventory management etc.
- ☐ Responsible to promote and support prudent financial management practices at the State and ULB level.
- ☐ Ability to work in a team and train staff on the job to use the systems and assist in addressing day to day issues.
- ☐ Any other related tasks that may be entrusted upon by the Mission Directorate/PMIDC.

3. Qualifications and Experience:

- ☐ CA/ ICWA/ MBA (Finance) from any reputed Institution.
- ☐ Familiar with procurement policies and procedures of State Govt. and External Aided Agencies such as World Bank, DFID, ADB etc.
- ☐ 7+ years of experience in handling finance and procurement matters for projects of Central / State Govt. / PSUs. Experience of working for at least 1 year in urban sector will be desirable.

Desirables:

- ☐ Should be well conversant with Accounting Rules and Procedures and latest accounting software in ERP environment.
- ☐ Thorough knowledge of Accounting Standards, purchasing methods and procedures; working knowledge of sources of supplies, price trends and grades or quality of materials and services in respect to the Punjab Govt. Financial Rules and Regulations.
- ☐ Proven decision making and communication skills.
- ☐ Knowledge of computer management and applications.
- ☐ Ability to work in a multicultural environment, and establish harmonious and effective working relationships, both within and outside the organization and with other line departments and stakeholders of the project.

G. Office Assistant cum DATA ENTRY OPERATOR

The role of the Data Entry Operator is to provide appropriate support to the PMU and if required, to other experts and specialists in file maintenance, records management, typing and initiating correspondence and all other works entrusted by the office from time to time. S/he shall provide the requisite administrative support to the PMU to ensure its smooth functioning. S/he will report to the Team Leader of the PMU. The incumbent is expected to contribute to and participate in the PMU's efforts pertaining to the planning and implementation of the key objectives. His/her specific responsibilities will encompass, but not limited to, the following activities:

- ☐ Attend telephone calls and transfer those to the appropriate PMU member.
- ☐ Handle all official communications, including despatch and receipt of letters and movement of files

- ☐ Photocopying, faxing, mailing and filing
- ☐ File movements related to PMU functions
- ☐ Documentation and record keeping (soft and hard); maintenance of all related registers
- ☐ Payment of telephone, fax, internet bills
- ☐ Develop and maintain office inventory, stock register
- ☐ Prepare and maintain telephone numbers, mail IDs and contact lists
- ☐ Purchase office stationeries and other items for PMU
- ☐ Other duties/ responsibilities as and when assigned; as per the requirement.
- ☐ Helps in maintaining of stocks and inventory management
- ☐ Facilitate in meetings and workshops organized by the PMIDC.
- ☐ Assisting project officials for secretarial works
- ☐ Collection and maintaining of records in MIS System
- ☐ Any other work to be assigned from time to time

Qualification and Experience:

- ☐ Any Graduate from recognised Institution.
- ☐ 3-5 years of post-qualification experience in data management/ secretarial experience in Govt. Department / PSUs / Externally Aided Projects
- ☐ Thorough Knowledge of computer management and applications, with command over latest software such as MS-WORD, EXCEL, POWERPOINT and INTERNET.

H. OFFICE SUPPORT STAFF

The role of the Office Support Staff is to provide appropriate support to the Team Leader in physical transfer of files, letters, typing, photocopying and all other works entrusted from time to time. S/he will report directly to the Team Leader of the PMU. The incumbent is expected to contribute to and participate in the PMU's efforts pertaining to the planning and implementation of the key objectives. His/her specific responsibilities will encompass, but not limited to, the following additional activities:

- ☐ Monitor housekeeping functions.
- ☐ Help in purchase of office stationeries and other items for PMU
- ☐ Other support services/ duties/ responsibilities as and when assigned; as per the requirement.

Qualification and Experience:

- ☐ Should have passed High School Examination from a reputed institution.
- ☐ Candidates with Higher Secondary/ Graduate certificate in any discipline or equivalent qualification will be given preference.
- ☐ 3-5 years of prior experience of similar nature.
- ☐ Must be able to operate EPABX system / FAX / XEROX Machine.

TECHNICAL PROPOSAL

TECHNICAL PROPOSAL- STANDARD FORMATS

TECH -1

COVERING LETTER

Location:

Date: _____

FROM:

[Name of Bidder with complete address for communication with phone & e-mail ID]

TO:

The JMD-Cum-CEO

Punjab Municipal Infrastructure Development Company (PMIDC)

5th Floor Punjab Municipal Bhawan Local Government Department Plot No-3, Sector 35 A Dakshin Marg Chandigarh (Punjab) India,

Subject: Establishment of PMU (Technical Proposal)

Dear Sir,

I/We, the undersigned, offer to establish the PMU and provide services as mentioned in the ToR, in accordance with your Request for Proposal. I/we fully understand the nature as well as volume of work and objectives of the assignment.

I/We am/are hereby submitting the Full Proposal, completed in every respect, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelope. Our proposal is valid for acceptance for 180 days; and I/we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date. If negotiations are held during the period of validity of the proposal, we undertake to negotiate on the basis of the proposed staff and deliverables. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with said requirements. We confirm that all the professionals named in the proposal will be available to undertake the services. We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract cost. I/we confirm that I/we have the authority of [name of the organization] to submit this proposal and to clarify any details on its behalf. We understand that you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signatory [In full and initials]:

Name and Title of the Signatory with Address:

APPENDIX – 1

FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

A. General Details:

S N.	Name of the organization/ Firm/ Institute	
1.	Permanent address Tel : Fax: Email id :	
2.	Name of the Authorized person for submitting proposal: Mobile No. : Email id : <i>(Attach Authorization letter of Competent Authority)</i>	
3.	Demand draft Details Tender fee Amount : DD No. : Issuing Date: Name of the Bank:	
4.	Demand draft Details of Bid Security Amount : DD No. : Issuing Date: Name of the Bank:	
5.	Whether the agency was ever blacklisted: Y/N If yes whether that blacklisting was not cancelled: Y/N (If yes, attach copy of same and the affidavit)	
6.	Brief professional background of the organization (Attach copy of Registration certificate, if applicable)	
7.	Confirm to carry assignment as per TOR of RFP	YES
8.	Confirm to accept all term & conditions specified in RFP documents	YES

(Authorized Signatory)

B. Proof of agency having at least 3 years of experience of providing advisory/consultancy services with Central / State Govt. Department(s) especially in urban sector, financed by Govt. of India /State Govt./ other external funding agencies.

Sl. No.	Name of Client and Address	Project details (In Urban Sector)	Duration of project in years	Value of consultancy fee in INR	Work order issued/MoA/ Completion certificate Signed on (date)	Project Funded By

B. Financial Details:

Sl. No.	Year	Turnover	Net worth
1.	2012-13		
2.	2013-14		
3.	2014-15		
4.	Avg for 3 years		

(Certificate from Chartered Accountant for the turnover to be enclosed along with the copies of balance sheets including profit & loss statement).

C. Total Number of Employees in Pay Roll of Firm as on 31.03.2016. -----

D .WORK Experience in last 3 years (Similar Project) (MAXIMUM 5 Best Projects)

Sl. No.	Name of Client and Address	Project details (Establishment and operationalization of PMUs /PIUs/PMCs/SLTCs /CLTCs etc as specified at clause-2.1.) in last 3 years	Duration of project in years	Value of consultancy fee in INR	Work order issued/MoA/ completion certificate assigned on (date) (Attach documents)	Status of implementation

(ADD ROWS IF REQUIRED)

E. Experience in other Consultancy (5 Best Projects in last 3 years)

SL. No.	Client and Address	Project details	Duration of project in years	Value of consultancy fee in INR	Work order issued /MoA signed on (date) (Attach documents)	Status of implementation on
1.						
2.						
3.						
4.						
5.						

F. CVs of 5 best professionals, who are proposed to be offered for PMU

Name of Position	Name of the Expert	Qualification	Experience	Details of best projects
SANITATION SPECIALIST				
SOLID WASTE MANAGEMENT EXPERT				
MIS SPECIALIST				
CAPACITY BUILDING SPECIALIST				
COMMUNICATION (IEC) SPECIALIST				
FINANCIAL MANAGEMENT SPECIALIST				

G. Methodology including Management Plan

A detailed write-up under the following heads to be submitted along with this offer and presentation to be made by the eligible bidders.

- i. Appreciation of the project and response to the ToR.
- ii. Methodology including work plan and proposed management plan.
- iii. Provisions to secure and retain professionals.

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

Addre
ss:

TECH-2

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
2. Name of the Professional:
3. Profession:
4. Date of Birth:
5. Years with Firm/Entity:
6. Nationality:
7. Membership in Professional Societies:
8. Detailed Tasks Assigned
9. No of Years of Work Experience in the State of Punjab:

Key Qualifications:

[Give an outline of experience and training most pertinent to tasks assigned. Describe level of responsibility (top managerial, middle managerial, supervisory) held during relevant previous assignments and give dates and locations.]

Education:

[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held giving dates, names of employer, titles of positions held, and locations of assignments. For experience in last five years, also give types of activities performed and attach employer references, if any.]

Languages:

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

Certification

We understand that any willful misstatement herein may lead to disqualification or dismissal or disengagement.

Signature of Authorised Representative with Date:

ANNEXURE - II

FINANCIAL PROPOSAL

FINANCIAL PROPOSAL - STANDARD FORMATS

The following standard formats are to be filled in and submitted as part of the Financial Proposal:

FIN-1: COVERING LETTER

FIN-2: SUMMARY OF FINANCIAL PROPOSAL

FIN-3: BREAK-UP OF PRICE BID

FIN-4: BREAK-UP OF SALARY/ FEE OF PROFESSIONALS AND OTHERS

FIN-5: FORM OF BANK GUARANTEE

FIN-1

COVERING LETTER

FROM:

Location:

Date: _____

[Name of Bidder with complete address for communication with phone & e-mail ID]

TO:

**The JMD-Cum-CEO
5th Floor Punjab Municipal Bhawan Local
Government Department Plot No-3, Sector
35 A Dakshin Marg Chandigarh (Punjab) India,**

Subject: Establishment of PMU (Financial Proposal)

Dear Sir,

I/We, the undersigned, offer to establish PMU and provide the services/deliverables for [Title of service] in accordance with your Request for Proposal dated [Date], and our Proposal (Technical and Financial).

Our attached financial proposal is for the sum of INR [Amount in words and figures]. This amount is inclusive of Service Tax (..... %), which we have estimated at [Amount(s) in words and figures].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

We remain,

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

Name of Firm and Address for Communication:

Yours sincerely,

FIN-2

SUMMARY OF FINANCIAL PROPOSAL

Establishment & Operation of PMU for Three Years

Sl No	PARTICULARS	AMOUNT IN INR
1	Total Fee Salary and A&OE SUB-TOTAL AT FIN-3	
2	TAXES IF ANY @	
GRAND TOTAL (FINANCIAL PROPOSAL)		

Authorized Signatory [In full]:

Name and Title of Signatory:

Name of Firm and Address for Communication:

FIN-3

**BREAK-UP OF PRICE
BID**

Sl No	PRICE COMPONENT	AMOUNT IN INR
1	PROFESSIONALS' SALARY/FEE (FIN-4)	
2	Total A&OE charges (one third of Fee at SN 1)	
TOTAL (1+2)		

Authorized Signatory [In full]:

Name and Title of Signatory:

Name of Firm and Address for Communication:

NB: The cost towards Administrative and overhead Charges to be quoted separately by the Bidder. The financial evaluation will be done considering the overall cost quoted under this component.

FIN-4**BREAK-UP OF SALARY/FEE OF PROFESSIONALS AND OTHERS**

S N		POSITION		INPUT MONTH	MONTHLY CHARGES FOR THE SERVICES IN INR	TOTAL IN INR
KEY PROFESSIONALS				A	B	AX B
1		SANITATION SPECIALIST CUM TEAM LEADER		36		
2		SOLID WASTE MANAGEMENT EXPERT		36		
3		MIS SPECIALIST		36		
4		COMMUNICATION (IEC) SPECIALIST		36		
5		FINANCE SPECIALIST		36		
6		CAPACITY BUILDING SPECIALIST		36		
OFFICE ASSISTANT & SUPPORT STAFF (2 NOs.)				A	B	AXB
7		Office Assistant cum DATA ENTRY OPERATOR		36		
8		OFFICE SUPPORT STAFF		36		
SUBTOTAL (PROFESSIONALS' REMUNERATION) IN						

NB:

The minimum salary/fee for key professionals will be Rs.60000/- INR inclusive of taxes. The minimum salary/fee for the Office Assistant will be 20000 INR and that of the Support staff will be 15000/-INR Respectively. The bidders are not permitted to quote the professional fee below the above prescribed limit. – as per the directive (DO No. 12/2/2015-SBM) dated April 17,2015)

Authorized Signatory [In full]:**Name and Title of Signatory:****Name of Firm and Address for Communication:**

FIN-5

PERFORMANCE BANK GUARANTEE (PBG)

**JMD-Cum-CEO,
Punjab Municipal Infrastructure Development Company (PMIDC)
5th Floor Punjab Municipal Bhawan Local
Government Department Plot No-3, Sector 35
A Dakshin Marg Chandigarh (Punjab) India**

Ref: Consulting Services for Establishment of PMU

Dear Sir:

In accordance with the provisions of Clauses of the above-mentioned Contract (Hereinafter called –the Contract), (name and address of Bidders) (hereinafter called –the Bidders) shall deposit with **JMD-Cum-CEO, Punjab Municipal Infrastructure Development Company, Punjab Municipal Bhawan Sector 35 A Block number 3, V floor - 160034, Punjab, India** a bank guarantee to guarantee their proper and faithful performance under the said provisions of the contract in an amount of (amount of Guarantee), (amount of Guarantee in words).

We, the (Name of the bank), as instructed by the Bidders, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the **JMD-Cum-CEO, Punjab Municipal Bhawan Sector 35 A Block number 3, V floor - 160034, Punjab, India** on his first demand without whatsoever right of objection on our part and without his first claim to the Bidders, if the amount not exceeding (amount of Guarantee), (amount of Guarantee in words).

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between **JMD-Cum-CEO 5th Floor Punjab Municipal Bhawan Local Government Department Plot No-3, Sector 35 A Dakshin Marg Chandigarh (Punjab) India-160002, Punjab, India** and the Bidders shall in any way release us from any liability under this guarantee and whereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from for a period of thirty six month from the date of signing of contract or deployment of personnel by the bidder, whichever is later or till completion of the assignment as approved by JMD-Cum-CEO, PMIDC.

Yours truly,

Signature and Seal
Name of Bank/
Address Date:

ANNEXURE - III

**STANDARD FORM OF CONTRACT
(TIME BASED)**

CONTRACT FOR CONSULTANCY AND OTHER SERVICES

Between

**Punjab Municipal Infrastructure Development Company (PMIDC)
Government of Punjab**

and

[Name of the Bidder]

Dated

FORM OF CONTRACT (TIME BASED)

This CONTRACT (hereinafter called the "Contract") is made the [day] of the month of [month], between, on the one hand, PMIDC, (hereinafter called the "Employer") and, on the other hand, [name of Bidder] (hereinafter called the "Bidder").

WHEREAS

1. The Employer has requested the Bidders to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
2. The Bidders, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
3. The cost of the consulting services will be as per the terms and condition by the employer in respect to the offer made by the Bidder.

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. General Conditions of Contract
- b. Special Condition of Contract; and
- c. Following Appendices:

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Professionals and Sub Staffs

Appendix D: Hours of Work for Key Personnel

Appendix E: Duties of the Employer

Appendix F: Cost Estimates in Local Currency.

Appendix G: Form of performance Bank Guarantee for Advance

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

- (a) The Bidder shall carry out the assignment in accordance with the provisions of the Contract; and

(b) The Employer shall make payments to the Bidder 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 **PMIDC**

[Authorized Representative]

For and on behalf of [name of Consultant]

[Authorized Representative]

(In presence of Witnesses from both the sides)

a. GENERAL CONDITION OF CONTRACT (GCC)

1. General Provision:

1.1 Definition:

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

-Employer means PMIDC

"Applicable Law" means the laws and any other instruments having the force of law in the employer's country (or in such other country as may be specified in the Special Conditions of Contract (SC) as they may be issued and in force from time to time;

"Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

"Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;

"GC" mean these General Conditions of Contract;

"Local Currency" means the currency of the Employer's country;

"Party" means the Employer or the Bidders, as the case may be, and "Parties" means both of them;

"SC" means the Special Conditions of contract by which the GC may be amended or supplemented;

"Services" means the work to be performed by the Bidders pursuant to this Contract, as described in Appendix A hereto;

"Third Party" means any person or entity other than the Employer or the Bidders.

-SSNA means State Level Nodal Agency

-SLSTC State Level Sanitation Technical Cell

-Mission Directorate means the SBM Directorate under Local Government Department, Punjab

1.2 Relationship between the Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the Employer and the Bidder. The Bidder subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Bidder shall be fully responsible for the services performed by it or any of its personnel on behalf of the Bidder hereunder.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Language

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

1.5 Headings

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

1.6 Notices

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC. Notice will be deemed to be effective as specified in the SC.
- 1.6.2 A party may change its address for notice hereunder by giving the other Party notice of such change

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Employer's country or elsewhere, as the Employer may approve.

1.8 Authority of Member in Charge- Deleted

1.9 Authorization Representatives

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

1.10 Taxes and Duties

Unless otherwise specified in the SC, the Bidders, and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law

1.11 Monitoring by PMIDC

Without assuming the responsibilities of the employer or the Bidders, PMIDC, Govt. of Punjab may monitor the services as necessary in order to satisfy itself that it is being carried out in accordance with appropriate standards and is based on acceptable data. As appropriate, PMIDC, Govt. of Punjab may take part in discussions between the Employer and the Bidders. However, PMIDC, Govt. of Punjab shall not be liable in any way for the performance of the services by reason of such monitoring or participation in discussion. Neither the employer nor the Bidder shall be released from any responsibility of this contract by reason of PMIDC, Govt. of Punjab monitoring or participation in discussion.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other party declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Bidders shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

2.4.1 Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall terminate at the end of 36 Months after the Effective Date as shall be specified in the SC.

2.4.2 The extension may be granted by Employer at its sole discretion on the same terms and conditions and acceptance by Bidder for the extension of any such duration agreed upon by both parties. No such extension can be made after end of Mission period.

2.5 Entire Agreement

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

2.6 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of PMIDC has been obtained. However, any change which does not constitute an important modification of the Contract and which does not affect the contract price approved by the employer shall require a new consent of PMIDC for effectuation. Pursuant to Clause GC 2.5 thereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

a. For the purposes of this Contract, "Force Majeure" means an event which is beyond

the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by Employer agencies.

b. Force majeure shall not include (i) any event which is caused by the negligence or intentional action of either Party or such Party's agents or employees, nor(ii) any event which a diligent Party could reasonably have been expected to both (A)take into account at the time of the conclusion of this contract and (B) avoid or over come in the carrying out of its obligations hereunder.

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

2.7.2 No Breach of Contract

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

2.7.3 Measures to be taken

a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

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

c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.7.5 Payment

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidders shall be entitled to continue to be paid under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

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

2.8 Suspension

The Employer may, by written notice of suspension to the Bidders, suspend all payments to the Bidders hereunder if the Bidders fail to perform any of their 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 Bidders to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidders of such notice of suspension.

2.9 Termination

2.9.1 By the Employer

The Employer may, by not less than thirty (30) days' written notice of termination to the Bidders [except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days], such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause GC

2.9.1, terminate this Contract:

- (a) if the Bidder fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;
- (b) if the Bidder becomes (or, if the Bidders consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 2.9.6 hereof;
- (d) if the Bidders submits to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Bidders know to be false;
- (e) if, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (f) If the employer, in its sole discretion and for any reason whatsoever, decides to terminate the contract.

2.9.2 By the Bidder

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

(a) if the Employer fails to pay any money due to the Bidders pursuant to this Contract and not subject to dispute pursuant to Clause GC 2.9.6 hereof within forty-five (45) days after receiving written notice from the Bidders that such payment is overdue;

(b) if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty five (45) days (or such longer period as the Bidders may have subsequently approved in writing) following the receipt by the Employer of the Bidders' notice specifying such breach;

(c) if, as the result of Force Majeure, the Bidders are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 5 hereof, (iii) the Bidders' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 8 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Bidders 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 Bidders and equipment and materials furnished by the Employer, the Bidders shall proceed as provided, respectively, by Clauses GC 4 or GC 5 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Employer shall make the following payments to the Bidders:

(a) Remuneration pursuant to Clause GC 20 hereof for Services satisfactorily performed prior to the effective date for termination;

(b) Reimbursable expenditures pursuant to Clause GC 20 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligation of the Bidder

3.1 General

3.1.1 Standard of Performance

The Bidders shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Bidders shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Third Parties.

3.1.2 Law Governing Services

The Bidder shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Personnel of the Bidders comply with the Applicable Law. The Employer may notify the Bidders in writing of relevant local customs, and the Bidders shall, after such notification, respect such customs.

3.2 Conflict of Interests

3.2.1 Bidders not to benefit from Commissions, Discounts, etc.

The remuneration of the Bidders pursuant to Clause GC 20 thereof shall constitute the Bidders' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 4 hereof, the Bidders shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Bidders shall use their best efforts to ensure none of their Personnel and agents or either of them, similarly shall not receive any such additional remuneration.

3.2.2. Procurement Rules of Funding Agencies

If the Bidders, as part of the Services, have the responsibility of advising the Employer on the procurement of goods, works or services financed by project, the Bidders shall comply with Guidelines for Procurement at all times and exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Bidders in the exercise of such procurement responsibility shall be for the account of the Employer.

3.2.3. Bidders and Affiliates Not to Engage in Certain Activities

The Bidders agree that, during the term of this Contract and after its termination, the Bidders and any entity affiliated with the Bidders shall be disqualified from working in any other capacity on the same project (including bidding relating to any goods and services for any part of the project) other than the Services and any continuation thereof.

4. Prohibition of Conflicting Activities

The Bidders shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any of the following activities:

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

5. Confidentiality

The Bidders, and their Personnel or either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Services of this Contract or the Employer's business or operations without the prior written consent of the Employer.

6. Liability of the Bidders

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

7. Insurance to Be Taken Out by the Bidders

The Bidders (i) shall take out and maintain, at their own cost but on terms and conditions approved by the Employer, insurance against the risks and for coverage as shall be specified in the SC, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

8. Accounting, Inspection and Auditing

The Bidders (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the SC), and (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

9. Bidders' Actions Requiring Employer's Prior Approval

The Bidders shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the Personnel as are listed in Appendix 'C' merely by title but not by name;
- (b) any other action that may be specified in the SC.

10. Reporting

10.1 Reporting Obligations

The Bidders shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

10.2 Serious Hindrances:

The Bidder shall report to the Employer and PMIDC promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the project in accordance with the schedules and to indicate what steps shall be taken to meet the situation. Where the employer receives such a report from the Bidders the employer shall immediately forward a copy of it to the PMIDC, together with its comments on the report and an outline of the steps the report proposes shall be taken.

11 Documents Prepared by the Bidders to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Bidders for the Employer under this Contract shall become and remain the property of the Employer, and the Bidders shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Bidders may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be as specified by the Employer.

12 Equipment and Materials Furnished by the Employer

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

13 Bidders' Personnel

13.1 General

The Bidders shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

13.2 Description of Personnel

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Bidders' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Employer, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustment with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Bidders by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one Month whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 20 (b) of this Contract. Any other such adjustments shall only be made with the Employer's written approval.

If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix 'C' may be increased by agreement in writing between the Employer and the Bidders, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under this Contract to exceed the ceilings set forth in Clause GC 20 of this Contract.

13.3 Approval of Personnel

The Key Personnel listed by title as well as by name in Appendix 'C' are hereby approved by the Employer. In respect of other Key Personnel which the Bidders propose to use in carrying out of the Services, the Bidders shall submit to the Employer for review and approval a copy of their biographical data and (in the case of Key Personnel to be used within the country of the Employer). If the Employer does not object in writing (stating the reasons for the objection) with twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Employer.

13.4 Working Hours, Overtime, Leave, etc.

a. Working hours and holidays for Key Personnel are set forth in Appendix-D hereto.

b. The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix-D hereto, and except as specified in such Appendix, the Bidders' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of services set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Bidders who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

13.5 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidders, it becomes necessary to replace any of the Personnel, the Bidders shall forthwith provide as a replacement a person of equivalent or better qualifications subjected to approval of Employer.

(b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidders shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) Any of the Personnel provided as a replacement under Clause (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Bidders may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree, (i) the Bidders; shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall be the same as the remuneration which would have been payable to the Personnel replaced.

14. Obligations of the Employer

14.1 Assistance and Exemptions

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

(a) Provide the Bidder and their personnel with all information/ document available with the Employer shall be necessary to enable the Bidder or its personnel to perform the services.

(b) Request to officials, local bodies and representatives of Govt. Department as may be necessary or appropriate for providing information for the prompt and effective implementation of the services.

14.2 Access to Land

The Employer warrants that the Bidders shall have, free of charge, unimpeded access to all land in Employer's state in respect of which access is required for the performance of the Services subject to restrictions imposed by Applicable Law. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Bidders and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Bidders and its Personnel or either of them.

15 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Bidders in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidders under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustment shall be made to the ceiling amounts specified in Clause GC 20.

16 Services, Facilities and Property of the Employer

The Employer shall make available to the Bidders and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E, provided that if such services, faculties and property shall not be made available to the Bidders as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidders for the performance of the Services (ii) the manner in which the Bidders shall procure any such services, facilities and property from other source, and (iii) the additional payments, if any, to be made to the Bidders as a result thereof pursuant to Clause GC 20 here in after.

17 Payment

In consideration of the Services performed by the Bidders under this Contract, the Employer shall make to the Bidders such payments and in such manner as is provided by Clause GC 20 of this Contract.

18 Counterpart Personnel - Deleted

19 Difference of opinion:

In the case of difference of opinion between the Employer and the Bidders on any important matters involving professional judgment that might affect the proper evaluation or execution of the project, the employer shall allow the Bidders to submit promptly to the employer a written report and, simultaneously, to submit a copy to PMIDC. The

Employer shall forward the report to PMIDC with its comments in time to allow Department to study it and communicate with the employer before any irreversible steps are taken in the matter. In case of urgency, the Bidders have the right to request the Employer and/or PMIDC that the matter be discussed immediately between the employer and Department.

20 Payments to the Bidders

20.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in local currency is set forth in Appendix F.
- (b) Except as may be otherwise agreed under Clause GC 2.7 and subject to Clause GC 20, payments under this Contract shall not exceed the ceilings in local currency specified in the SC. The Bidders shall notify the Employer as soon as cumulative charges incurred for the Services have reached 80% of these ceilings.
- (c) Notwithstanding Clause GC 20 hereof, if pursuant to any of the Clauses GC 16 hereof, the Parties shall agree that additional payments in local currency, shall be made to the Bidders in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 20 above, the ceiling, set forth in Clause GC 2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

20.2 Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GC 20 hereof, the Employer shall pay to the Bidders (i) remuneration as set forth in Clause GC 20, and (ii) reimbursable expenditures as set forth in Clause GC 20. If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as may be set forth, in the SC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Bidders in the performance of the Services, as specified in Clause SC 23.2. Remuneration and reimbursable expenditure would be paid on pro rata basis based on actually goods & service provided.

20.3 Currency of Payment

The currency of payment made by the employer to the Bidder will be in Indian Rupees.

20.4 Mode of Billing and Payment

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

(a) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Bidders shall submit to the Employer, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials relating goods & service procured of the amounts payable pursuant to Clauses GC 20 for such month. The payment towards the services of the selected firm for Part A (Key Personnel) shall be strictly as per the quote submitted by the Bidder.

(b) The Employer shall cause the payment of the Bidders' monthly statements within Fifteen (15) days after the receipt by the Employer of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Bidders, the Employer may add or subtract the difference from any subsequent payments.

(c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Bidders and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory Sixty (60) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such sixty (60) - days period, gives written notice to the Bidders specifying in detail deficiencies in the Services, the final report or final statement. The Bidders shall thereupon promptly make any necessary correction, and upon completion of such correction, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Bidders to the Employer within thirty (30) days after receipt by the Bidders of notice thereof. Any such claim by the Employer for reimbursement must be made within Three (3) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

(d) All payments under this contract will be made to the account of the Bidder as specified in GC.

21 Fairness and 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.

22 Operation of the Contract:

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to settlement in accordance with Clause GC 23 hereof.

23. Settlement of Disputes

23.1 Amicable Settlement

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

23.2 Disputes Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) day after receipt by one Party of the other Party's request, may be taken up by either party for settlement in accordance with the Applicable Law within jurisdiction of courts at Chandigarh in the State of Punjab.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause 16

Amendments of and Supplements to, Clauses in the General Conditions of Contract

1.4 The language is English.

1.6.1 The addresses are:

Employer: JMD-CEO

Punjab Municipal Infrastructure Development Company (PMIDC)

Bidders

Attention:

Telephone:

Telex: Facsimile:

1.6.2 Notice will be deemed to be effective as follows:

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In the case of telexes, Twenty Four (24) hours excluding Public Holidays following confirmed transmission;
- (c) In the case of facsimile, Twenty Four (24) hours excluding Public Holidays following confirmed transmission.

1.9 The Authorized Representatives are:

For the Employer: **JMD-Cum-CEO**

For the Bidders:

2.2 *The* time period shall be Two Months or such other time period as the parties may agree in writing.

2.4 The time period shall be three years or such other time period as the parties may agree in writing.

6. Limitation of the Bidders' Liability towards the Employer

(a) Except in case of gross negligence or willful misconduct on the part of the Bidders or on the part of any person or firm acting on behalf of the Bidders in carrying out the Services, the Bidders, with respect to damage caused by the Bidders in carrying out the Services, the

Bidders, with respect to damage caused by the Bidders to the Employer's property, shall not be liable to the Employer:

- (i) For any indirect or consequential loss or damage; and
- (ii) For any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditure made or expected to be made to the Bidders here under, or (B) the proceeds the Bidders may be entitled to receive from any insurance maintained by the Bidders to cover such a liability, whichever or (A) or (B) is higher.
- (iii) This limitation of liability shall not affect the Bidders' liability, if any, for damage to Third Parties caused by the Bidders or any person or firm acting on behalf of the Bidders in carrying out the Services."

7. The risks and the coverage shall be as follows:

- a. Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Employer's country by the Bidders or their Personnel or their Personnel, if applicable.
- b. Third Party liability insurance, if applicable.
- c. Professional liability insurance, with a minimum coverage of the contract amount.
- d. Employer's liability and workers' compensation insurance in respect of the Personnel of the Bidders in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be applicable; and
- e. Insurance against loss of or damage to i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Bidders' property used in the performance of the Services, and (iii) any documents prepared by the Bidders in the performance of the Services, as may be applicable.

11. The Bidders shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer."

20.1 The currency [currencies] for local currency payments shall be the following

(i) Currency of the Employer's country: **Indian Rupees**

(i) Remunerations of the professionals & Reimbursable will be paid in Local Currency i.e. Indian Rupees.

a) The cost of items not covered in the foregoing but which may be required by the Bidders for completion of the Services, subject to the prior authorization in writing by the Employer; and in case of short supply of goods & service, pro-rata deduction would be made from the payable defined in TOR for goods & service considering terms & conditions of Clause No. 2.9.1 & 2.9.2

APPENDICES

APPENDIX-A

Description of the Services

As Per Term of Reference at Section-4

APPENDIX-B

Reporting Requirements

As Per Term of Reference at Section-4

APPENDIX-C

Key Professionals for the proposed assignment

APPENDIX-D

Hours of work for Key Personnel

The hour of work for key Professionals and support Staffs will be eight hours per day exclusive of Govt Holiday. The Key Personnel will be eligible for leaves as per the applicable government norms.

APPENDIX-E

Duties of the Employer

- (i) Appropriate work space with necessary access to water and electricity to the working place will be made available to the Bidder by the employer.

APPENDIX-F

Financial Proposal of the Bidder

APPENDIX-G

Form of Performance Bank Guarantee for Advance

(Refer to FIN – 5)