

Request for Proposal

For

Appointment of

Independent Expert services for “Integrated Municipal Solid Waste Management for **Amritsar, Bathinda** and **Patiala** Cluster Project” in the State of Punjab

June, 2017

Punjab Municipal Infrastructure Development Company (PMIDC)

Plot 3, Sector 35-A, Chandigarh, Punjab

Tel: +91-172-4020104 E-Mail:- gurpreet.singh.pmidc@gmail.com

**Request for Proposal (RFP) for the
Appointment of an “Independent Expert Agency” for
Amritsar, Patiala and Bathinda Cluster MSW Projects**

Punjab Municipal Infrastructure Development Company (PMIDC), Chandigarh intends to solicit proposals to participate for the submission of RFP for appointment of an Independent Expert agency for three different MSW cluster projects in the state of Punjab. These projects have been developed through Public-Private Partnership model on Build, Operate, Own and Transfer (BOOT) basis.

Important Note

Method of submission of RFP: **Speed Post/Registered Post or In-person**

Last date for submission of RFP: **July 14th, 2017, 1500 hrs**

Pre bid conference of RFP: **July 4th, 2017, 1500 hrs @ PMIDC, Chandigarh**

Complete address to send the necessary documents:

<p>Punjab Municipal Infrastructure Development Company (PMIDC), Punjab Municipal Bhawan (Department of Local Bodies) Plot No 3, Sector 35 A, Dakshin Marg, Chandigarh-160022</p>
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**Request for Proposal (RFP) for the
Appointment of an “Independent Expert Agency” for
Amritsar, Patiala and Bathinda Cluster MSW Projects**

Punjab Municipal Infrastructure Development Company (PMIDC), Chandigarh seeks services from the reputed and experienced national/international *Independent Experts/Consultants* who have technical know-how, practical expertise with sound project management skills in inspection, monitoring, reviewing, evaluation and report writing w.r.t. designing, construction and operations of MSW facilities.

The broad scope of work of Independent Expert Agency shall include, inter alia :

- Independent Expert (IE) shall inspect, review, verify, confirm and certify the project works being undertaken by the Concessionaire to meet the compliance, specifications and standards within the framework of Concession agreement and the *Municipal Solid Waste Management Rules-2016*.
- IE shall review the detailed engineering design/reports, technological options and finalize the Scheduled Construction Completion Date(s). IE shall conduct tests for civil, take samples or other engineering work to check the quality & soundness of the work carried out by the Concessionaire relating to the project.
- IE shall thoroughly review the submitted DPRs, micro & macro plans and suggest any changes for approval.
- IE shall certify the percentage of Waste Generators covered by the Concessionaire in MSW Supply Area and quantity of waste collected, transported and processed and disposed.
- IE shall inspect the project site, quality of work, services, goods, materials, manuals and documents etc. of the Concessionaire.
- IE shall conduct performance analysis of the project components to check quality/quantity parameters.
- IE shall meet Concessionaire's personnel and advisors/ULBs and review the overall performance of the project components broadly categorized into **Designing & Construction**, **Collection & Transport**, and **Final Processing & Disposal** of MSW activities, compile the data in the report format, certify and submit it to the appropriate authority as per the agreement.
- IE shall submit performance/progress report/suggestion reports on monthly basis to PMIDC and concerned ULBs.
- IE shall designing and participating actively IEC activities by working closely with concessionaire, Concessioning authority and PMIDC.
- IE shall advice the concerned authority to enhance and strengthen the knowledge of the authority to adopt best practices in managing MSW in the Punjab state.

The bidders, who desired to bid for more than one cluster, should make separate submissions for each package clearly marking the Cluster name on

the package along with separate bid security deposits and separate RFP cost (demand drafts).

The interested consultants can visit the Department website <http://pmidc.punjab.gov.in/> to download the RFP document. Pre-bid conference shall be held on July 4th, 2017 at PMIDC, Chandigarh Office @ 3:00 PM. The sealed proposal super-scribed as **RFP- for Independent Expert for MSW Cluster MSW Project** should reach by **July 14th, 2017** at the address mentioned above through Speed Post/Registered Post only.

Sd/-

CEO, PMIDC

PUNJAB MUNICIPAL INFRASTRUCTURE DEVELOPMENT COMPANY, CHANDIGARH

NIT no:

Date:-20/06/2017

Request of Proposal (RFP)

Punjab Municipal Infrastructure Development Company (PMIDC) on behalf of respective Concessioning Authority/ Municipal Corporation intends to appoint the Independent Expert (IE) agencies for Integrated Municipal Solid Waste Management (ISWM) Project for Amritsar, Bathinda and Patiala MSW Cluster in the state of Punjab..

S. No.	Name of the work	Bid Security (INR)	Cost of RFP (INR)
1	Independent Expert (IE) for Integrated Municipal Solid Waste Management (ISWM) Project for MSW Cluster in the state of Punjab.	200,000/-	10,000/- (Non-refundable)

Interested Consultant may download the RFP document from PMIDC website <http://pmidc.punjab.gov.in>. Duly completed RFP offer shall be submitted in the office of CEO, PMIDC with Bid Security and tender fee for each cluster in the form DD/FDR in favor of **CEO, PMIDC** payable at Chandigarh before the due date.

1	Pre Proposal Conference	July 4th, 2017 at 1500 hours
2	Deadline for submission of RFP	July 14th 2017 at 1500 hours
3	Date of Technical Proposal opening	July 21st at 1500 hours
4	Date of Financial Proposal opening	To be announced later

Further details can be obtained by contacting PMIDC, office Chandigarh through telephonic conversation, E-mail or by visiting in-person.

Table of Contents

Sr. No.	Particular	Page No
1.	SECTION 1 : Letter of Invitation	1-3
2.	SECTION 2: Information to Consultants	4-19
3.	SECTION 3: Format for Submission of Technical Proposal	20-31
4.	SECTION 4: Format for submission of Financial proposal	32-34
5.	SECTION 5: Terms of Reference	35-46
6.	SECTION 6: Draft Form of Contract	47-76

REQUEST FOR PROPOSAL (RFP)

SUBJECT: Independent Expert (IE) for Integrated Municipal Solid Waste Management (ISWM) Projects for MSW Clusters in the state of Punjab.

GENERAL:

1. Municipal Corporation Amritsar, Bathinda and Patiala, Punjab, invites proposals for engaging an Independent Expert Agency (IE).

2. DETAILS OF CURRENT PROJECT

	Name of Project in Punjab State	Current Status	Total Project Cost (Approx. in INR Crore)	Initial Assignment Period for the services of IE (Months)
1.	Integrated Municipal Solid Waste Management- Amritsar cluster	Concession Agreement is executed between M/s Essel Infrastructure Ltd Amritsar and Project is under executing stage	262	18 months
2.	Integrated Municipal Solid Waste Management- Bathinda cluster	Concession Agreement is executed between M/s JITF Urban Ltd Bathinda and MC Bathinda and Project is under executing stage	67	18 months
3.	Integrated Municipal Solid Waste Management- Patiala cluster	Project is under bidding stage	170	18 months

3. Selection of IE shall be as per selection procedures given in the Concession Agreement executed between the concerned Municipal Corporations and Concessionaire its subsequent amendment, if any and detailed in Section 5 of this RFP. The selected IE shall be intimated to the Concessionaire by the concerned MC.

4. As per the obligations of executed Concession Agreement between the MC and Concessionaire, MC is required to appoint the IE. PMIDC on the behalf of MCs is acting as a facilitating agency for the selection process of IE.

Accordingly, MC intends to appoint an IE agency for the implementation of Integrated

MSW Cluster Project. As per the Terms and Conditions of the Concession Agreement, the broad scope of work of IE will be included but not confined to:

- Independent Expert (IE) shall inspect, review, verify, confirm and certify the project works being undertaken by the Concessionaire to meet the compliance, specifications and standards under the Municipal Solid Waste Management Rules-2016.
- IE shall review the detailed engineering design, and conduct tests for civil or other engineering work to check the quality & soundness of the work carried out by the Concessionaire relating to the project and finalize the Scheduled Construction Completion Date(s).
- IE shall certify the percentage of Waste Generators covered by the Concessionaire in MSW Supply Area
- IE shall inspect the project site, quality of work, services, goods, materials, books, manuals and documents etc. of the Concessionaire, take samples, conduct performance analysis to check quality/quantity parameters.
- IE shall meet Concessionaire's personnel and advisors and review the overall performance of the project components broadly categorized into **Designing & Construction**, **Collection & Transport**, and **Final Processing & Disposal** of MSW activities, compile the data in the report format, certify and submit it to the appropriate authority as per the agreement.
- IE shall advice the concerned authority to enhance and strengthen the knowledge of the authority to adopt best practices in managing MSW in the Punjab state
- Independently review activities associated with design, design review, Collection & Transportation, during construction, required quality assurance and quality control tests and operation and maintenance of the project on behalf of MC or Concessioneing Authority and Concessionaire so as to ensure compliance of the requirements of the provisions of Concession Agreement and MSW Rules 2016.
- Report to concerned authority on the Financial, Technical and Physical progress of different stages of the project.
- IE shall review the performance of concessionaire, and suggest corrective measures to be taken by the authorities such as (financial penalty etc) if deemed necessary.
- IE shall certify the payment payable to concessionaire, if any.

The RFP can be downloaded from the PMIDC website <http://pmidc.punjab.gov.in/> w.e.f June 2017 and submitted along with necessary documents and payment of non-refundable Demand Draft Rs. 10,000/-drawn in favour of “**CEO, PMIDC, Chandigarh**”, payable at Chandigarh. Consultants are required to submit **Bid Security** Rs 200,000/ in form of DD/FDR at time of the submission for each cluster of the Proposal in favour of “**CEO, PMIDC, Chandigarh**”, payable at Chandigarh along with RFP proposal. The consultant/bidder, who fails to submit the RFP Fees and bid security will result in disqualify from the bidding process.

It has been stipulated by you that the Bidder shall furnish a bid security in the form of demand draft prescribed above valid until 90 days after the date of validity of the bids. The bid security shall be forfeited in the following cases if:

- a) Successful bidder fails to sign the Contract after it has been awarded it;
- b) When the Bidder fails to commence the Works as per Work Order within the time specified;
- c) Withdraws or modifies its bid after the date of the opening of the bid;
- d) If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders;

- or
- e) Fails to furnish Performance Security, or other documents that Concessioneing authority may require as a condition to rendering the contract effective.
5. The proposal should be submitted in two parts in two separate envelopes/package duly marked and put together in one single outer envelope/package. The two parts of the proposal are :
- Part 1: Technical Proposal with Earnest Money Deposit (EMD)**
- Part 2: Financial Proposal.**
6. **Stage -1** of the Evaluation process shall consider the evaluation of the Technical Proposal (i.e. Part 1). The firms scoring the qualifying marks (minimum 60%) as mentioned in RFP shall be considered for further evaluation provided none of them is in conflict of interest with the Concessionaire. The firms in conflict of interest shall be summarily disqualified from participating in the subsequent stages of tendering. Under stage 2, the financial proposal of the firms as selected above shall be opened and evaluated. **The final selection of the firm shall be based on the basis of weighted evaluation where technical and financial scores shall be assigned respective weights of 70:30.**
7. The total time period for the assignment as Independent Consultant will be for 18 Months. MC reserves the right to extend the duration of IE by further periods as deemed necessary. The payment after 18 months would be based on pro-rata basis.
8. Consultants/companies who have been debarred by Government of Punjab or any other government department in India is in force as on date of application; need not to apply as their RFP proposal will not be entertained.
9. PMIDC will not be responsible for any delay, loss or non-receipt of RFP document sent by post/courier. Further, PMIDC shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/reject any or all Proposals without assigning any reason thereof.
10. The two parts of the Proposal (Technical Proposal and Financial Proposal) must be submitted **with all pages numbered serially, along with an index of submission.** Document in loose form, etc. shall not be accepted. All figures quoted in the Financial Proposal **should be covered with a transparent adhesive tape.** Failure to follow the instructions mentioned herein while submitting the proposal may result in rejection of the bid/proposal.
11. PMIDC reserves its rights to cancel bidding process of one or more cluster without citing any reason.
12. RFP submission must reach the PMIDC office on or before **July 14th, 2017 before 1500 hours** in the manner specified in the RFP document at the address given below:

Punjab Municipal Infrastructure Development Company (PMIDC)
Plot 3, 5th Floor, Sector 35 A, Chandigarh, Punjab 160022
Tel: +91-172-4020104, <http://pmidc.punjab.gov.in/>

SECTION 2. INFORMATION TO CONSULTANTS

INTRODUCTION

Bids are invited from National/International Consulting Companies (Applicant/Consultant) willing to act as IE to submit a proposal for providing consulting services required for the assignment named in the attached Letter of Invitation. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and Municipal Corporation.

- 1.1. A brief description of the assignment and its objectives are given in the **Terms of Reference** (TOR).
- 1.2. The assignment shall be implemented in various stages such as Design, Construction Supervision, Operation and Maintenance supervision. Continuation of services for the next stage shall be subject to satisfactory performance of the previous stage, as determined by the Concessioneing Authority.
- 1.3. This RFP is neither an agreement nor an offer by the concerned MC to the prospective applicants or any other person. The purpose of this RFP is to provide Applicant/Consultant with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements and assumptions, which reflect various assessments, arrived at by the concerned MC in relation to the Consultancy. Such assessments and statements do not purport to contain all the information that each Applicant may require. The information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations about the assignment and the local conditions before submitting the proposal by paying a visit to the Client and the project site(s), sending written queries to the client, before the date and time specified in the Data Sheet.
- 1.4. Please be noted that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site(s), are not reimbursable as a direct cost of assignment and (ii) Concerned MC is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- 1.5 Please be noted that in order to avoid conflict of interest situations, any firm associated with the Concessionaire of “MSW Cluster Project” as its Design and/or Supervision Consultant and/or the Contractor(s) as Design Consultant and/or Construction Supervision Consultant is not eligible to participate in the bidding.
- 1.6 Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract and/or any other action as deemed fit by the Authority at any stage.
- 1.7 It is the expected that the IE consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this requirement, the PMIDC:

- (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:

- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “Collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) Will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- 1.8 MC will have the right to require that a provision be included requiring consultants to permit the Municipal Corporation to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Municipal Corporation, Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, in the Financial Proposal.
- 1.10 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered for contract award. Consultants, who do not agree, have the right to refuse to extend the validity of their Proposals.
- 1.11 All duties of IE not mentioned in TOR but mentioned in the Concession Agreement will form part of this TOR.

2 Conditions of Eligibility of Applicants

- 2.1 Applicants must read carefully the minimum conditions of eligibility (“Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for the evaluation. Kindly be noted that

Bidders desired to bid for more than one cluster, must submit separate sets of Technical Personnel and man power which shall fulfill the conditions of eligibility prescribed in Section 2 of RFP.

2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

(A) **Technical Capacity:** The Applicant shall have, over the past **5 (Five) years** preceding the PD, undertaken or currently undertaking the following **Eligible Assignments for Technical Capacity** under A1 and A2 as specified below:-

“A-1” Providing Independent Expert/Independent Engineer/ C&T Operational Supervision/ PMC services of at least **one** single project involving Collection & Transportation of MSW, having estimated project cost of at-least INR 10 (Ten) Crore or atleast 200 TPD;

Or

Providing Independent Expert/Independent Engineer/ C&T Operational Supervision/PMC services for at least **two** projects involving Collection & Transportation of MSW, having a cumulative estimated project cost of at-least INR 18 (Eighteen) Crore or at-least 300 TPD:

AND

“A-2” Providing construction supervision/ Independent Expert/ Engineer/ PMC services for at least **one** single project involving MSW Processing Facility (such as Compost and RDF or Waste-to-Energy), having estimated project cost of at-least INR 30 (Thirty) Crore or 200 TPD capacity.

Or

Providing construction supervision/ Independent Expert/ Engineer/ PMC services for at least **two** projects involving MSW Processing and Disposal Facility (such as Compost and RDF or Waste-to-Energy), having a cumulative estimated project cost of at-least INR 50 (Fifty) Crore or 300 TPD capacity.

(B) Providing construction supervision/ Independent Expert/ Engineer/ PMC services for at least **one** projects involving Sanitary Landfill Facility Project having estimated project cost of at-least INR 5 (Five) Crore or 50 TPD

capacity.

- (C) **Financial Capacity:** The Applicant shall have received a minimum average annual income/ turnover of **Rs. 3 (Three) crore** (average of last 3 financial years).
- (D) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (D) below. It is noted that MSW project may require legal and financial inputs. These experts are not required constantly during the monitoring phase, however, The IE should have capacity to take services of legal and financial experts as and when required with no additional cost.
- (E) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Sr. No.	Key Personnel	Minimum Educational Qualification	Minimum Professional Experience	<u>Mandatory</u> Experience
1.	Team Leader-MSW Management Expert/Collection & Transportation Management Expert	Post Graduate/Graduate in Environmental Engineering /Environmental Sciences/Environment Planning/Environment Management/ Civil Engineering/ Bio Technology from recognized university	Total Professional Experience <u>8 Years</u> Experience in MSW Sector: <u>4 Years</u>	The candidate should have experience as Team Leader/ Managerial Capacity in A-1 category (such as a Project Manager or Resident Engineer) in Eligible Assignments.

2.	MSW Processing and Disposal (P&D) Expert	Post Graduate/Graduate in Environmental /Environmental Sciences/Environment Planning/Environment Management/Civil Engineering/Mechanical Engineering Bio Technology from recognized	Total Professional Experience <u>8 Years</u> Experience in MSW Sector: <u>4 Years</u>	The candidate should have experience in A-2 category of Eligible Assignments.
3.	Junior Site Engineer (WTE, Processing or Power Engineering)	Graduate/ Diploma in Environment/Civil /Bio Technology /Energy Management/Mechanical Engineering from a recognized University/Board	Total Relevant Professional Experience of <u>4 Years</u> Experience in Construction/ Supervision of MSW Plants: <u>2 Years</u>	The candidate should handled atleast 1 nos of A-2 category of Eligible Assignments.
4.	Junior Site Engineer (C&T)	Graduate/ Diploma in Environment/Civil /Bio Technology /Energy Management/Mechanical Engineering from a recognized University/Board	Total Professional Experience <u>4 Years</u> Experience in Construction/ Supervision of MSW Plants: <u>2 Years</u>	The candidate should handled atleast 1 nos of A-1 category of Eligible Assignments.

3 CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

3.1 The Consultants/Applicants may request a clarification of any of the RFP documents up to the number of days indicated in the RFP document before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address indicated in the RFP document. The Client will respond by cable, facsimile, or electronic mail to such requests and may send copies of the response (including an explanation of the query but without identifying the source of inquiry). Clarification/amendment could also be hosted on PMIDC web-site.

3.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum may be sent by mail, cable, telex, facsimile or electronic mail to consultants or/and could be hosted on PMIDC website which will be binding. The Client may at its discretion extend the deadline for the submission of Proposals.

4 PREPARATION OF PROPOSAL

4.1 Interested companies/individuals are requested to submit your proposal in Two Parts strictly using the formats enclosed herewith (refer section 3, 4 and 5) in 2 separate envelopes/ packages and put together in one single outer envelope/package. The two parts shall be:

Part 1: Technical Proposal and;

Part 2: Financial Proposal.

The proposal shall be written in the English language as specified in the **Data Sheet**. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by written Power of Attorney duly notarized to be submitted with the proposal.

Part 1: Technical Proposal

4.2 The bidders are expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at your own risk and may result in rejection of your proposal.

4.3 During preparation of the Technical proposal you may give particular attention to the following:

- i. The man-months for the assignment shall be that stated in the Terms of Reference. The same shall be considered for the purpose of evaluation as well as award. In case the man months of TOR are amended in view of Client's own initiative or in response to clarification sought by any Consulting firm, the man months so amended and published shall be considered for the purpose of evaluation as well

as award.

- ii. No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position; and
- iii. There must be separate Key personnel team for each cluster.
- iv. A good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the data sheet.
- v. For Key Personnel e.g. Team Leader, MSW Management/ Collection & Transportation Expert, Junior Site Engineer, the Consultants should prefer candidates having worked on Waste to Energy (Electric Power), and MSW Projects. Such personnel shall be rated higher than the candidates having no such experience at all.

4.4 Your Technical Proposal must provide the following information, using but not limited to the formats attached in the Section 3 &4, as applicable.

- i. Any comments or suggestions on the TOR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities;
- ii. The composition of the proposed staff team, the tasks which shall be assigned to each one;
- iii. Requirement for submission of CVs.
 - a. CVs strictly in the prescribed format and recently signed in blue ink on each page by the proposed professional staff or the authorized representative of the firm.
 - b. Key information should include years with the firm and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in TOR for the position. If any information is found incorrect, at any stage, action including termination and debarment from future Municipal Corporation and /Department of Local Govt., Punjab projects up to 2 years may be taken by Department of Local Govt., Punjab and /Municipal Corporation on the personnel and the Firm.
 - c. If same CV is submitted by two or more firms, zero marks shall be given for such CV.
 - d. All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual or the authorized representative of the firm. If the firm is selected, then the firm shall submit duly signed CVs at the time of negotiations.
 - e. If a CV score less than 60% marks, whatever marks it score will be carried forward for maximum 2 no's key personnel's for determining the total score of the firm. However, if the Key Personnel does not fulfill the minimum academic qualification (as mentioned at Enclosure-B of TOR of RFP), the overall score of his CV will be evaluated as zero. If the Key Personnel does not fulfill the minimum qualification related to experience (as mentioned at

Enclosure-B of TOR of RFP), then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key Personnel will be carried forward for maximum 2 no's key personnel for determining the total score of the firm. In case, a firm is L-1, then maximum 2 (two) such Key Personnel (whose CV scores less than 70% or who does not fulfill the minimum qualification) will have to be replaced by the firm at the time of contract negotiations. The reduction in remuneration of such replacements will be made as per Clause 4.5 (c) of the contract for consultancy services.

- iv. Deployment Schedule for each key personnel should be formulated and incorporated in the Technical Proposal which will be reviewed on quarterly basis.
- v. Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and sub professional staff.
- vi. A certification to the effect should be furnished by the Consultant that they have checked the qualifications and experiences details submitted by the key personnel in their CVs and found to be correct. This certification should be made in CVs of all key personnel after the certification by the candidate. The format of CV includes certification to this effect.
- vii. In case during interaction with the key personnel at the time of negotiation it is found that the key personnel proposed is unsuitable for the assignment position, his replacement by equivalent or better shall be provided by the consultant. The key personnel with such unsuitable CV shall not be considered in any future bids for that position for two years.

4.5 The technical proposal must not include any financial information.

Part 2: Financial Proposal

- 4.6 Your Financial Proposal must be strictly using the formats attached in RFP document. No additional items/quantities other than that specified in the formats should be proposed by the Consultants since the same shall not be considered for the evaluation/award.
- 4.7 The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise. This cost, however, will not be considered in evaluation.
- 4.8 Consultants shall express the price of their services in the Indian Rupees.
- 4.9 Service tax as applicable shall be reimbursed to the Consultants.

5. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 5.1 The 'ORIGINAL' proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who sign(s) the

Proposals.

- 5.2 All pages of the ‘ORIGINAL’ Proposal shall be signed by the eligible authority as specified in Para 3.1 of LOI given above.
- 5.3 You must submit one ‘ORIGINAL’ proposal only. The financial proposal shall be sealed separately and duly marked on the envelope containing it showing the name of the project, package no. etc. The envelope must be clearly marked.
“DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE”
- 5.4 This outer envelope shall include two separate envelopes, each clearly marked as “Part 1: Technical Proposal” and “Part 2: Financial Proposal”.
- 5.5 The proposal must be submitted with all pages numbered serially, along with an index of submissions. All figures quoted in the financial Proposal should be covered with a transparent adhesive tape.
- 5.6 Your completed proposal must be delivered on or before the time and date stated in the data sheet.

6. PROPOSAL EVALUATION

- 6.1 A two -stage procedure shall be adopted for evaluating the proposals.

Technical Proposal

- 6.2 The Evaluation Committee appointed by the concerned authority shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. Each responsive proposal shall be attributed a technical score (St.) The technical proposal should score at least 60 points to be considered for further consideration and a list shall be prepared by the PMIDC/ Concessioneing Authority. The Concessioneing Authority/PMIDC shall convey the aforesaid list of firms to the respective project Concessioneaire for scrutiny and comments, if any. The project Concessioneaire shall be entitled to scrutinize the relevant records of the Concessioneing Authority/ PMIDC pertaining to this bidding process, to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Concessioneing Authority/ PMIDC, within 15 (fifteen) days of receiving the aforesaid list of firms. Upon receipt of such comments, if any, PMIDC/ Concessioneing Authority shall, after considering all relevant factors, finalize and constitute a panel of up-to 6 (Six) firms (the “Panel of Firms”) and convey its decision to the respective Concessioneaire and short-listed firms.

The Concessioneing Authority / PMIDC shall shortlist up-to 5 (five) eligible firms on the basis of their technical scores. The Concessioneing Authority/PMIDC shall shortlist only those firms which will not having any conflict of interest with the concessioneaire. The financial bids in respect of these up-to five shortlisted firms shall be opened.

Financial Proposal

- 6.3 After the evaluation of Technical Proposals is completed and the shortlisted firms is

finalized, the concerned authority may notify those consultants whose proposals were not considered as per conditions of RFP indicating that their Financial Proposal will be returned unopened after completing the selection process. The concerned authority shall simultaneously notify the finally shortlisted firms indicating the date and time set for opening of the Financial Proposals.

- 6.4 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 6.5 The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if Client feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- 6.6 The Evaluation Committee shall determine if the financial proposal is complete and without computational errors
- 6.7 Proposals shall finally be ranked in order of priority on the basis of weighted evaluation where technical and financial scores shall be assigned respective weights of 70:30.
- 6.8 Only the Financial Proposals of those participating bidders who have obtained a minimum eligibility of 60 marks (sixty) in the Technical Proposal shall be opened.
- 6.9 The financial proposals shall be evaluated based on the Cumulative Financial Quote computed by considering the Monthly Fee Quoted by the bidder for IE cum PMC as per the format provided under the RFP. The Cumulative Financial Quote for the purpose of Evaluation of Proposals shall be arrived at by totaling the overall IE cum PMC Fee calculated by summing up payment for the duration of the IE cum PMC as follows:

- i. the monthly IE cum PMC fee multiplied by 12(twelve) to arrive at the first year amount

The lowest Cumulative Financial Quote amongst the Qualified Proposals is given full Marks of 100. Marks for others shall be computed as follows;

$$\text{Financial Marks} = (100 \times L1) / (L2 \text{ or } L3 \text{ or } L4 \text{ or } L5)$$

Final Grading

Total score is obtained after applying a weightage of 70% for Aggregate Technical Score and 30% for Financial Marks.

- i. The final score will be arrived by adding the marks of Technical Proposal and Financial Proposal after applying a weightage of 70% for Aggregated Technical Score and 30% for Financial Marks.

$$\text{Weighted Technical Score} = 70\% \times \text{Technical marks}$$

$$\text{Weighted Financial Score} = 30\% \times \text{Financial Marks}$$

$$\text{Final Score} = \text{Weighted Technical Score} + \text{Weighted Financial Score}$$

- ii. The Final scores for each qualified bidder are tabulated in descending order. The Bidder with highest Final Score ("Preferred Bidder") is chosen for negotiations leading to award of contract.
- iii. MC reserves the right to negotiate the fee quoted by the Preferred Bidder. In case the Preferred Bidder has failed to reach an agreement with MC, as per the negotiations, then MC may invite fresh proposals from prospective bidders.

7. NEGOTIATIONS

- 7.1 Prior to the expiration period of validity of proposal, Municipal Corporation shall notify the successful firm who has obtained the highest score under the 70:30 rule in writing by registered letter or facsimile and may either issue LOA if negotiations are not required or may invite it to negotiate the contract. In case two or more firms obtain same score, the firm achieving the highest Technical score shall be invited first for negotiations.
- 7.2 Negotiations normally take one to two days. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations
- 7.3 Negotiations shall commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing. Agreement must then be reached on the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimize the required outputs from the firm within the available budget and to define clearly the inputs required from the Municipal Corporation to ensure satisfactory implementation of the assignment.
- 7.4 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.
- 7.5 Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, Municipal Corporation expects to negotiate; a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available.
- 7.6 Replacement of key personnel shall be considered only in unavoidable circumstances. In no case more than two replacements of key personnel shall be permitted during negotiation and in such cases Consultant and such key personnel shall have to submit affidavit to the effect that during the period of assignment specified in Para 8 of Section-1, the replaced key personnel shall not be professionally employed anywhere in PMIDC/Municipal Corporation works/DOLG. PMIDC shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period. 10% reductions in the remuneration shall be considered for each such substitution up to 2

replacements. In case during the negotiations, more than three replacements are sought by the L1 consultant, his proposal shall be considered as Non-Responsive. In that scenario L2 consultant shall be considered for evaluation.

- 7.7 In case during interaction with the key personnel at the time of negotiation it is found that the key personnel proposed is unsuitable for the assignment position, his replacement by equivalent or better shall be provided by the consultant. The key personnel with such unsuitable CV shall not be considered in any future bids for that position for two years.

8. AWARD OF CONTRACT

- 8.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant. However, after signing of the Contract, the Client may return the unopened Financial Proposals to the unsuccessful Consultants.
- 8.2 The successful firm with whom the contract is signed is expected to commence the assignment on the date and at the location specified in the data sheet.

DATASHEET
(As Mentioned in Letter of Invitation to Consultants)

Sub clause No. in Letter of Invitation to Consultants

- 1.4 Pre-Proposal Conference shall be held at: PMIDC Office, Plot 3, Punjab Municipal Bhawan, Sector 35-A, Chandigarh– 160022 on **July 4th 2017 at 15:00 hrs.**
- 1.12 The proposal shall be valid for **180 days** after the last date of submission.
- 2.1 Clarification may be requested **3 days** prior to Pre Proposal Conference. The address for requesting clarification is:
- Punjab Municipal Infrastructure Development Company (PMIDC)
Plot 3, Sector 35 A, Chandigarh, Punjab
Tel: +91-172-4020104; E-Mail:- gurpreet.singh.pmidc@gmail.com
- 3.1 The Language of documents and correspondence will be English
- 3.3 All the personnel shall have working knowledge of English and all the reports etc. shall be written in English.
- 3.7 PMIDC shall reimburse only service tax. Consultant has to assess all other taxes and should inbuilt them in their financial proposal. These taxes (other than service tax) should not be provided separately. Consultants are requested to consult Tax Consultants for details.
- 3.8 The Consultants to state all costs in INR only.
- 4.6 The time and date of submission: **July 14th 2017 @15:00 hrs.**

Appendix F: Form for Performance Security is attached in Appendix F, which shall be required to furnish by the successful bidder as per the conditions laid out in the document. The performance security amount for each MSW cluster is INR Rs 8 Lakhs (Rs 800,000).

Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases:-

- i. when the Bidder does not execute the agreement in accordance with [Signing of Contract] within the specified time; after issue of letter of acceptance; or
- ii. when the Bidder fails to commence the Works as per Work order within the time specified; or
- iii. when the Bidder fails to complete Contracted Works satisfactorily within the time specified; or
- iv. when any terms and conditions of the contract is breached; or
- v. to adjust any established dues against the Bidder from any other contract with

- the Procuring Entity; or
- vi. if the Bidder breaches any provision of the Code of Integrity prescribed for the Bidders specified in the document,
 - vii. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.

5.3 The points assigned to Technical Evaluation criteria are:

Sr. No.	Description	Marks
1	Relevant experience for the assignment	30
2	The quality of methodology and work plan proposed	20
3	Qualifications and competence of the key staff for the assignment	50
	Total	100

(i) Eligible Assignment (Relevant experience for the assignment):

The Consultant should have minimum experience of providing services in:

“Eligible Assignment for Technical Evaluation” would be any of the following:

1. Providing Independent Expert/Independent Engineer/ C&T Operational Supervision/ PMC services of at least **one** single project involving Collection & Transportation of MSW, having estimated project cost of at-least INR 10 (Ten) Crore or at-least 200 TPD.
2. Providing Independent Expert /Independent Engineer/C&T Operational Supervision/ PMC services for at least **two** projects involving Collection & Transportation of MSW, having a cumulative estimated project cost of atleast INR 18 (Eighteen) Crore or atleast 300 TPD.
3. Providing construction supervision/ Independent Expert/ Engineer/ PMC services for at least **one** single project involving MSW Processing Facility (such as Compost and RDF or Waste-to-Energy), having estimated project cost of at-least INR 30 (Thirty) Crore or 200 TPD capacity.
4. Providing construction supervision/ Independent Expert/ Engineer/ PMC services for at least **two** projects involving MSW Processing Facility (such as Compost and RDF or Waste-to-Energy), having a cumulative estimated project cost of at-least INR 50 (Fifty) Crore or 300 TPD capacity.
5. Providing construction supervision/ Independent Expert/ Engineer/ PMC services for at least **one** projects involving Sanitary Landfill Facility Project having estimated project cost of at-least INR 5 (Five) Crore or 50 TPD capacity.

As the proof of the Eligible Assignment, the Applicant shall submit the notarised copies of the Agreement it has signed with the respective ULBs for evaluation.

6. Scoring Criteria

i. Marking for Experience

Sr. No	Criteria	Marks
1	2 Projects	10
2	3 Projects	15
3	4 Projects	20
4	6 and above projects	30

In order to evaluate the Projects, the following information **MUST** be provided in tabular form along with necessary documents. Please be NOTED, concise, accurate and complete information would facilitate the transparent evaluation of the bidder as per the criteria documented in RFP. Please note that P&D and SLF projects must be completed atleast 50% and minimum 1 year in operation-C&T project to be considered for evaluation.

Previous Project/assignment information

S. No	Project Name	Project Cost	Project Component	Consulting Fee (INR)	Start Date	End Date	Completion Status (%age completed)
1							<u>Provide Copy of</u> <u>Completion</u> <u>Certificate signed</u> <u>by competent</u> <u>authority</u>
2							
3							

ii. Sub criteria for quality of methodology and work plan

Comments & Suggestions/understanding on TOR	5
Quality of Approach & Methodology Proposed	10
Work Programme & Manning Schedule	5

- iii. Qualification and competence of following professional staff for the assignment shall be evaluated. The weightage for various key staff are as under:

Sr No.	Key Staff Position	Marks
1.	Team Leader	18
2.	MSW Management Expert	14
3.	Junior Site Engineer (C&T)	9
4.	Junior Site Engineer (P&D)	9
	Total	50

Sub Criteria for Marks allotment for various Key Staff is given below

Sr. No	Components	Weightage
1.	Educational Qualification as per RFP	20%
2.	Professional Experience as per RFP	30%
3.	Experience in MSW Sector as per RFP	50%

The Technical Proposal should score at least **60 points** to be considered responsive for financial evaluation.

10. Commencement of Assignment: The firm shall begin carrying out the services within **one month** of signing of the Consultancy Agreement. It is retreated that P&D expert will on need basis depending on the MSW clusters project component stages. IE will be assigned after the appointment of concessionaire to the projects which are under bidding stages. The IE will be given 15 days notice prior to the requirement of P&D experts in the MSW projects.

SECTION 3. FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

Appendix B-1	Technical proposal submission form.
Appendix B-2	Firm's comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Municipal Corporation
Appendix B-3	Approach paper on methodology and work plan for performing the assignment.
Appendix B-4	Composition of the Team and Task(s) of each Team member
Appendix B-5	Curriculum vitae of proposed Professional staff
Appendix B-6	Time schedule for deployment of Professional staff
Appendix B-7	Activity (works) schedule.
Appendix B-8	Format for details of consultants/IE.
Appendix B-9	Experience in Similar Assignments.

APPENDIX B-1 : Technical proposal submission form

FROM: (Name of Firm)

To: (Name and Address of Client)

Dear Sir/Madam:

**Subject: Submission of Technical and Financial Proposal for engagement as IE for
MSW Cluster Project (Name of Cluster_____)**

We, the undersigned, offer to provide the IE services for the above in accordance with your Request for Proposal dated (Date), and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope for the above mentioned work.

If negotiations are held during the period of validity of the Proposal i.e. before (Date) we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

Yours sincerely,

Managing Director/Head of the firm/Authorized Representative of the firm
Name of the firm Address

**APPENDIX B-2 : COMMENT AND SUGGESTIONS OF CONSULTANTS ON THE
TERMS OF REFERENCE AND ON SERVICES AND FACILITIES TO BE PROVIDED
BY MUNICIPAL CORPORATION**

On the Terms of Reference (not more than **one page**):

1
2
3
4

On the services and facilities to be provided by Municipal Corporation (not more than one
page)

1
2
3
4
5

APPENDIX B-3: APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(Not more than five pages)

APPENDIX B-4: COMPOSITION OF THE TEAM PERSONNEL, AND TASK(S) OF EACH TEAM MEMBER

1. Technical/Managerial Staff

Sr. No.	Name	Position	Task
1			
2			
3			
4			
-			
-			

2. Support Staff

Sr. No.	Name	Position	Task
1			
2			
3			
4			
-			
-			

APPENDIX B-5: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Format of curriculum vitae (CV) for proposed professional staff

(i) Proposed Position:

(ii) Name of Firm:

(iii) Name of Staff:

(iv) Education:

(v) Date of Birth:

(vi) Years with Firm/Entity:

(vii) Nationality:

(viii) Membership in Professional Societies:

(ix) Detailed Tasks Assigned:

The following items x, xi, xii must be in a Tabular Form.

(x) Key Qualifications:

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

(xi) Employment Record:

(xii) Languages:

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly

describe my qualifications, my experience, and me.

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

Date: _____
[Day/Month/Year]

Full name of staff member:

Full name of authorized representative:

Certification by candidate

I, the undersigned, (Name and Address) undertake that this CV correctly describes myself, my qualifications and my experience and Municipal Corporation would be at liberty to debar me if any information given in the CV, in particular the Summary of Qualification & Experience vis-à-vis the requirements as per TOR is found incorrect. I further undertake that I have neither been debarred by PMIDC/ Municipal Corporation/DOLG nor left any assignment with the consultants engaged by PMIDC/ Municipal Corporation /DOLG/ contracting firm (firm to be supervised now) for any continuing work of Municipal Corporation /DOLG without completing my assignment. I will be available for the entire duration of the current project (named.....). If I leave this assignment in the middle of the work, PMIDC/ Municipal Corporation /DOLG would be at liberty to debar me from taking any assignment in any of the PMIDC/ Municipal Corporation /DOLG works for an appropriate period of time to be decided by Municipal Corporation /DOLG. I have no objection if my services are extended by Municipal Corporation /DOLG for this work in future.

I further undertake that if due to my inability to work on this project due to unavoidable circumstances, due to which consultant's firm is forced to seek replacement. In such unavoidable circumstances, I shall not undertake any employment in Municipal Corporation /DOLG projects during the period of assignment of this project and Municipal Corporation /DOLG shall consider my CV invalid till such time.

.....

(Signature of Key Personnel)

Certification by the firm

The undersigned on behalf of -----(name of consulting firm) certify that the qualification and experience details of Shri -----(name of the proposed personnel and address) as described in the CV has been checked and found to be correct. It is also certified that Shri_____ (name of proposed personnel) to the best of our knowledge has neither been debarred by Municipal Corporation nor left his assignment with any other consulting firm engaged by Municipal Corporation /DOLG/ Contracting firm (firm to be supervised now) for the ongoing projects. We understand that if the information about leaving the past assignment is known to Municipal Corporation /DOLG, Municipal Corporation /DOLG would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by Municipal Corporation /DOLG.

.....Date: (Day/Month/Year)

[Signature of authorized representative of the Firm]

Note:

- a) Personnel are to affix his recent photograph on first page of CV.
- b) Complete address and phone number of the Personnel is to be provided.
- c) Document for proof of age is to be enclosed
- d) Document for proof of qualification is to be enclosed
- e) Experience Certificates from employers to be attached. In case the experience certificates are not attached, the concerned firm will give an affidavit to the Authority to the effect that they are duly responsible for the details submitted by them in the CVs.

APPENDIX B-6: TIME SCHEDULE FOR PROFESSIONAL PERSONNEL (Can be modified to include more details)

A. Activity Schedule

Sl. No	Name	Position																										Month-wise Program (in form of Bar Chart) [1 st , 2 nd , etc. are months from the start of assignment]
			1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	13 th	14 th	15 th	16 th	17 th	18 th	19 th	20 th	21 st	22 nd	23 rd	24 th	25 th	26 th
1																												Subtotal (1)
2																												Subtotal (2)
3																												Subtotal (3)
4																												Subtotal (4)

APPENDIX B-7: ACTIVITY (WORKS) SCHEDULE (Can be modified to include more details)

A. Activity Schedule

Sl. No	Item of Activity (Works)	Month-wise Program (in form of Bar Chart) [1 st , 2 nd , etc. are months from the start of assignment]																							
		1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	13 th	14 th	15 th	16 th	17 th	18 th	33 rd	34 th	35 th	36 th
1																									
2																									
3																									
4																									

APPENDIX B-8: DETAILS OF CONSULTANT/IE (Can be modified to include more details)

1. Details of Consultant

a	Name of consultant/firm with full address	
b	Tel. No.	
c	Fax No.	
d	Email	
e	Year of Incorporation/registration (attach a copy) Name of the Act under which registered	
f	(i) Place of Business. : ii) Date of Registration. :	
g	Name and address of the person holding the Power of Attorney	
h	Name of Bankers with full address.	
i	Service Tax Registration Number (copy).	
j	Permanent Account Number (copy).	
k	Are you presently debarred /Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)	
l	Name and details (Tel / Mobile / E mail) of contact persons	

APPENDIX B-9: EXPERIENCE IN SIMILAR ASSIGNMENTS (Can be modified to include more details)

List projects in the last five years which are similar to that in the RFP.

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year):	Completion date (month/year):
Narrative description of Project:	

B. Completion and Submission of Reports

Sr. No	Reports	Programme: (Date)
1	Monthly reports (Design and Construction)	
2	Quarterly Reports	
3	Various others reports as provided in the Concession Agreement such as Completion Report	

SECTION 4: FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL.

Appendix C-1 Financial proposal submission form

Appendix C-2 Summary of costs

APPENDIX C-1 : FINANCIAL PROPOSAL SUBMISSION FORM

FROM: (Name of Firm)

TO:

PMIDC, Punjab Municipal Bhawan,
Plot No.3, Sector 35-A, Dakshin Marg,
Chandigarh-160022,
Phone No. 91+ (172)-4020101

Subject:

We, the undersigned, offer to provide the IE services for the above in accordance with your Request for Proposal dated [Date], and our proposal.

Our attached Proposal is for the MSW Cluster (Name of MSW Cluster_____)

Our attached financial proposal is for the sum of [_____] [Amount in words and figures] for the first Month. This amount is exclusive of the SERVICE taxes which will as applicable as per GOI regulations.

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

We understand that our Annual increment is limited to 5% of the first year amount on a cumulative basis.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

We remain,

Yours sincerely,

Managing Director/Head of the firm/Authorized Representative of the firm

Name of the firm

Address

APPENDIX C-2: SUMMARY OF MONTHLY COSTS

No	Description	Monthly Amount (INR)
I.	Remuneration for Professional Staff	
II.	Remuneration of Supporting Staff	
III.	Transportation Cost	
IV.	Duty Travel to Site	
V.	Office Rent	
VI.	Office Supplies, Utilities and Communication	
VII.	Office Furniture and Equipment	
VIII.	Reports and Document Printing	
IX.	Survey Equipment with Survey Party and Vehicle	
X.	Contingencies	
	Total Costs for one Month (Including Tax except service tax)	

Note: Payments will be made as per stipulations of the Conditions of Contract

Note: 1. The break up is purely for the purpose of evaluation and the Applicant will be paid for the fee based on his monthly quote in the Financial Proposal.

Note: 2. The annual escalation for IE cum PMC Assignment shall be fixed at 5% and same shall be considered for computing the Total Fee for the purpose of Evaluation of Financial Proposals.

I. SECTION 5: TERMS OF REFERENCE (TOC) FOR INDEPENDENT EXPERT

1. Scope

- 1.1 These Terms of Reference for the Independent Expert (the “TOR”) are being specified pursuant to the Concession Agreement (the “Agreement”), which has been entered into between the Municipal Corporation(“ Concessioneing Authority”), M/sLtd.(“Selected Bidder”), M/s. **Ltd.** (the “Concessionaire”) and Department of Local Govt., Punjab (“DoLG-Confirming Party”) in the State of Punjab on build, operate, own and transfer (BOOT) basis.
- 1.2 This TOR shall apply to Integrated Municipal Solid Waste Management- Amritsar, Patiala and Bathinda “Projects”.

2. Definitions and Interpretation

- 2.1. The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2. References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 2.3. The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, mutatis mutandis, to this TOR.

3. Role and Functions of the Independent Expert

- 3.1. The role and functions of the Independent Expert shall include the following:
The job responsibilities of IE are listed under **broad scope of work** including the following:
- (i) Review the Collection & Transportation Plans (Micro and Macro Plan) approvals with Project Engineer.
 - (ii) Review the Collection & Transportation of the whole cluster as per the Concession Agreement and Waste off-take Agreement signed between Concessionaire and Municipal Corporation.
 - (iii) Review of the Drawings and Documents as set forth in Paragraph 4;
 - (iv) Review, inspection and monitoring of Construction Works as set forth in Paragraph 5;
 - (v) Conducting Tests on completion of construction and issuing Completion/ Provisional Certificate as set forth in Paragraph 5;
 - (vi) Review, inspection and monitoring of O&M (processing and disposal efficiencies) as set forth in Paragraph 6;
 - (vii) Determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
 - (viii) Designing, preparing and monitoring of IEC activities in conjunction with concessionaire and Concessioneing Authority.

- (ix) Undertaking all other duties and functions in accordance with the Agreement.
- (x) Review and Finalization of Micro Plan and Macro Plan for C&T Operations in consultation with Project Engineer as set forth in Paragraph 13.

3.2. The Independent Expert shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

4. Collection & Transportation Period

- 4.1. IE shall review C&T plans submitted by Concessionaire in consultation with Concessioning Authority.
- 4.2. Independent Engineer shall monitor Collection & Transportation (C&T) activities being undertaken by the Concessionaire under the provision of Concession Agreement including inter alia, transportation routes, logistics as explained in Micro and Macro Plan as given below:

Review & Finalization of MSW Micro Plan in consultation with Project Engineer:

The Micro Plan to be submitted by the Concessionaire shall cover activities/operations as listed below, but not limited to:

A. Minimum Vehicle/ equipment/machinery requirement for CT&D and C&T

The concessionaire shall deploy the minimum no of vehicles in consultation with MC.

The IE shall review this minimum no. of vehicles/ equipment/ manpower in consultation with Project Engineer.

B. Work Plan - Routes, Timing and Frequency.

The Concessionaire shall mark not limited to the below following details on each of the route

- a) Number of households/commercial establishment/other generators covered on the route.
- b) Start time and end time of the MSW collection on each of such route.
- c) Special routes: Review of Special Routes Plan, wherein lifting of MSW. Shall be done in at-least twice in 24 hours, in consultation with MC and during morning and night hours as per the Special Corridor map/details
- d) Number and name of stoppage on each of the routes.
- e) Key landmarks on the route.
- f) Plan and time for lifting of MSW from Secondary Collection Points/ Waste Shifting Points.
- g) Number of trips of each of the vehicle.
- h) Separate MSW collection mechanism from vegetable markets/ other special area, with details of timing, route plan etc.

- i) Time of off-loading of MSW at Dumping Site or Processing site as applicable for each of the secondary waste transportation vehicle
- j) Plan for GIS/GPS enabled monitoring system covering above elements

C. Resource Utilization Statement

The “Micro MSW Plan” shall cover a statement indicating:

- a) List of all the employees deployed with name and designation with identify proofs.
- b) Details of employees deployed on each of the route/ ward and with each vehicle with their names, identity, driving licenses of driver’s, etc.
- c) Deploy field supervisors to monitor the work of waste collection.
- d) Proposed organizational structure of the Concessionaire to implement and manage this project activity.
- e) Details of equipment, procurement and utilization of office and other facilities.
- f) Details of contracting services.
- g) The Payment and other compliance in relation to deploy of manpower shall be as per the Applicable Laws and Labour Laws.
- h) Public Awareness Team work.

D. Details of Plan explaining the elimination of Secondary Collection Points

Number and location of existing Secondary Collection Points for elimination would be discussed and marked in consultation with MC/ Other ULBs.

- a) Plan for Operation and Maintenance of Container Free city
- b) Design, drawing, type and location of the Litter Bins (sizes like 20 Liter, 40 Liter, 60 Liter etc.) in Public places in MSW Supply Area
- c) Plan for Operation and Maintenance of Litter Bins.
- d) Time of lifting of MSW from each litter bins and Waste Bins
- e) Finalize the Secondary Collection Points (SCP) and litter bins from where the MSW has to be picked more than once.
- f) Details of employees/manpower proposed to be deployed at Waste Shifting Points/Secondary Collection Points and Litter bins with name, designation, identify proofs.

The number of vehicles, equipment, and other infrastructure shall be approved by the IE and Concessioneing Authority and same shall be reviewed by the IE and Concessioneing Authority from time to time keeping in view the increased requirements of the city. Concessioneire shall be under an obligation to increase the resources so as to meet the requirement of project from time to time.

Review MSW Macro Plan. Which shall cover activities/operations as listed below, but not limited to:

A: Work Plan - Routes, Timing and Frequency at Cluster Level after Commercial Operational Date COD of CT & PD.

- i. Number of ULBs covered on the route.
Start time and end time of the MSW transportation/ collection on each of such route.
- ii. Number and name of stoppage on each of the routes.
- iii. Key landmarks on the route.
- iv. Time of offloading of MSW in the Transfer Station, if applicable or Processing and Disposal Site(s)
- v. Number of trips of each of the vehicle.
- vi. Time of off-loading of MSW at Dumping Site or Processing site as applicable for each of the transportation vehicle
- vii. Plan for GIS/GPS enabled monitoring system covering above elements

B. Resource Utilization Statement (ULB wise)

The “Macro MSW Plan” shall cover a statement indicating:

- i. List of all the employees deployed with name and designation with identify proofs,
 - ii. Details of employees deployed on each of the route/ ULB and with each vehicle with their names, identity, driving licenses of drivers,
 - iii. Proposed organizational structure of the Concessionaire to implement and manage this project activity,
 - iv. Details of Equipment, procurement and utilization, utilization of office and other facilities,
 - v. Details of contracting services.
- 4.3. Independent Engineer shall monitor Collection & Transportation (C&T) activities including but not limited to the Scope of work being performed by the Concessionaire at secondary collection points, inter alia, picture evidence methodology/ systems, transportation of MSW, GPS Systems monitoring, weigh bridge monitoring mechanism, system, dumping of MSW at the respective existing dumps sites, being undertaken by the Concessionaire under provision of Concession Agreement.
- 4.4. Independent Engineer shall monitor Collection & Transportation (C&T) activities being undertaken by the Concessionaire under the provision of Concession Agreement and work out acceptable practicable methodology/systems to check the performance level of Concessionaire as per terms of Concession Agreement.

5. Development Period

- 5.1. During the Development Period, the Independent Expert shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from various sites, topographical surveys and other surveys etc. The Independent Expert shall complete such review and send its comments/observations to the MC and the Concessionaire within 12 (twelve) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.

- 5.2. The Independent Expert shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.
- 5.3. The Independent Expert shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.
- 5.4. Upon reference by the MC, the Independent Expert shall review and comment on the Engineering Procurement & Construction (EPC) Contract or any other contract for construction, operation and maintenance of the project, and furnish its comments within 7 (seven) days from receipt of such reference from the MC.

6. Construction Period

- 6.1. In respect of the Drawings and Documents received by the Independent Expert for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.
- 6.2. The Independent Expert shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 6.3. Independent Expert in consultation/with information to Project Engineer shall inspect, test, verify, report, confirm and certify the Project works being undertaken by the Concessionaire to meet the compliance, Specifications and Standards as per provision under the executed Concession Agreement.
- 6.4. Independent Expert in consultation/with information to Project Engineer shall finalize the Scheduled Construction Completion Dates with the Concessionaire.
- 6.5. Independent Expert in consultation/with information to Project Engineer shall monitor the commencement of CT&D operations in MSW Supply Area with effect from Compliance Date-CT&D; and shall certify the percentage of Waste Generators covered by the Concessionaire in MSW Supply Area for the purposes of the target schedule provided under Annexure 17 of executed Concession Agreement. Based on such certification by Independent Expert the levy of the penalties shall be decided in accordance with Annexure 18 of executed Concession Agreement.
- 6.6. Independent Expert in consultation/with information to Project Engineer shall ensure timely completion of Construction Work of the Project Facilities in all respects and in accordance with the provisions of the executed Concession Agreement.
- 6.7. Independent Expert in consultation/with information to Project Engineer shall review the Detailed Engineering Design and conduct Tests for civil or other engineering work to check the quality & soundness of the work carried out by the Concessionaire relating to the Project.
- 6.8. Independent Expert in consultation/with information to Project Engineer shall have the right to inspect the Site, Works, services, goods, materials, books and documents etc. of the Concessionaire, take samples, conduct or cause performance of tests and meet the Concessionaire's personnel and advisors in relation to the Project.
- 6.9. Independent Expert in consultation/with information to Project Engineer shall inspect the Project Facility, the documents, accounts, papers, data, books and relevant matters relating to the implementation of the Project to witness and observe the status and

functioning of the Facility and to confirm compliance of the Concessionaire with the provisions of this Agreement

- 6.10. Independent Expert in consultation/with information to Project Engineer shall inform the Concessionaire about any defects, discrepancies which needs to be rectified and about delay in Scheduled Construction Completion dates, if any. In case Concessionaire fails to rectify or correct any of the defects, discrepancies notified by Independent Expert and fails to achieve Scheduled Construction Completion dates and COD of Project Facility, Independent Expert in consultation/with information to Project Engineer shall inform, serve notice and penalize for Liquidity Damages if any to the Concessionaire.
- 6.11. Upon issuance of Construction Completion notice by Concessionaire in respect of the Processing Facilities, Independent Expert in consultation/ with information to Project Engineer shall give Project Facilities Completion Certificate that all Project Facilities have been constructed in accordance with the Standards & Specification and per provisions of the executed Concession Agreement.
- 6.12. At least 30 (thirty) days before the likely completion of the construction of Processing Facilities and Sanitary Landfill Unit or the Project Facilities, as the case may be, the Independent Expert shall conduct the Tests for completion of the Construction Works. Such notice will set out the place, date and time when such Tests will be performed (which shall not be on a date which is earlier than 10 (ten) days following the date of such notice and at least 7 (seven) days in case of any subsequent Tests or retests). The Concessioning Authority shall have the right to attend such Tests. The Independent Expert shall attend such Tests with a view to determining whether completion of construction has occurred.
- 6.13. Within 1 (one) month from the date of inspection in accordance with sub-clause (a) above, the Independent Expert shall issue a Provisional Certificates, upon successful completion of the Tests of the Processing Facilities and/or Project Facilities and Sanitary Landfill Unit, as the case may be (“Processing & Disposal Facilities Completion Certificate” and “Project Facilities Completion Certificate” respectively). Provided, that Project Facilities Completion Certificate shall be issued no later than 15 days from the date of issuance of the Processing & Disposal Facilities Completion Certificate. The aforesaid Provisional Certificates shall certify that the Processing Facilities/Project facilities can legally, safely and reliably be applied for commercial operations. The incompleteness of any particular work or things forming part of the Commercial Facilities (being within the Scope of Works) but which do not, in any manner whatsoever, affect the safety or commercial operations of the Project in any material respect (the “Punch List Items”) may be temporarily disregarded by the Independent Expert and it’s for the limited purpose of issuance of the said Provisional Certificate. The Punch List Items shall be appended to the Provisional Certificate signed jointly by the Independent Expert/Consultant as the case may be, and the Concessionaire. All Punch List Items shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate. The Concessionaire may commence Commercial Operations of the Processing Facilities and Sanitary Landfill Unit and Project Facilities on the date of issuance of Processing & Disposal Facilities Completion Certificate and Project facilities Completion Certificate respectively (such date is referred as “COD-P&D” and “COD-CTP&D” respectively).

- 6.14. The Concessionaire shall complete or cause to be completed the Punch List Items appended to the Provisional Certificates within a period of 90 (ninety) days from the date of issue of the Provisional Certificates and, upon completion thereof, the Concessionaire shall notify the Independent Expert. The Independent Expert shall, within 7 (seven) days of receipt of such notice, inspect the Processing & Disposal Facilities/Project Facilities and issue the Completion Certificate, with a copy marked to the Concessioneing Authority, to confirm completion of such Punch List Items. The Completion Certificate shall specify the date on which, in the Independent Expert/Consultant, reasoned opinion, all parts of the Construction Works of Processing Facilities/Project Facilities reached completion.
- 6.15. Upon reference from MC, the Independent Expert shall make a fair and reasonable assessment of the costs of completing the Punch List items and certify the reasonableness of such costs for payment by the Concessionaire to MC.
- 6.16. In the event of the Concessionaire's failure to complete the Punch List items within the said stipulated period of 90 (ninety) days from the date of issue of the Provisional Certificates, the Concessioneing Authority may, without prejudice to any other rights or remedy available to it under this Agreement or at law, have such items completed at the risk and costs of the Concessionaire. The Concessionaire shall reimburse to Concessioneing Authority on demand the entire costs incurred by the Concessioneing Authority in completing the Punch List Items.
- 6.17. If the Independent Expert certifies to the Parties that it is unable to issue the Completion Certificate or Provisional Certificates because of events or circumstances which excuse the performance of the Concessionaire's obligations in accordance with the executed Concession Agreement and as a consequence thereof the Tests could not be held or had to be suspended, the Concessionaire shall re-schedule the Tests and hold the same as soon as reasonably practicable.
- 6.18. The Concessionaire shall bear all the expenses relating to Tests under this Agreement. Provided, however, if the Concessioneing Authority requires the Concessionaire to conduct any Test that is not specified in this Agreement, the Concessioneing Authority shall forthwith reimburse to the Concessionaire the expenses incurred by the Concessionaire thereon.
- 6.19. The Independent Expert shall inspect the Construction Works once every month, or as when required or directed by MC, if there is any special requirement), preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Expert shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project.
- 6.20. For determining that the Construction Works conform to Specifications and Standards, the Independent Expert shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Expert in accordance with Good Industry Practice for quality assurance.

- 6.21. The sample size of the tests, to be specified by the Independent Expert under Paragraph 5.20, shall be finalized as per the Best Industry Practices and in consultation with MC.
- 6.22. The timing of tests referred to in Paragraph 5.20, and the criteria for acceptance/rejection of their results shall be determined by the Independent Expert in accordance with the relevant Quality Control Manuals/ industry guidelines. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.
- 6.23. In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Expert shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Expert shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Expert shall review the same and send its comments to the MC and the Concessionaire forthwith.
- 6.24. If at any time during the Construction Period, the Independent Expert determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 6.25. In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Expert to inspect such works, and within 3 (three) days of receiving such notice, the Independent Expert shall inspect the suspended works and make a report to the MC forthwith, recommending whether or not such suspension may be revoked by the MC.
- 6.26. If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Expert shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the MC and the Concessionaire of the same.
- 6.27. The Independent Expert shall aid and advise the Concessionaire in preparing the Maintenance Manual.

7. Operation Period

- 7.1 In respect of the Drawings, Documents and Safety Report received by the Independent Expert for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.
- 7.2 The Independent Expert shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the MC and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.

- 7.3 The Independent Expert shall review the monthly status report furnished by the Concessionaire and send its comments thereon to MC and the Concessionaire within 7 (seven) days of receipt of such report.
- 7.4 The Independent Expert shall inspect the Project at-least once every month, or preferably after receipt of the status report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Maintenance Requirements and Safety Requirements.
- 7.5 The Independent Expert shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Project is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.
- 7.6 The Independent Expert shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to MC for such delay.
- 7.7 In the event that the Concessionaire notifies the Independent Expert of any modifications that it proposes to make to the Project, the Independent Expert shall review the same and send its comments to MC and the Concessionaire within 15 (fifteen) days of receiving the proposal.

8. Termination

The Independent Expert will certify the Development Costs, in the event the Conditions Precedent for Concessioning Authority have not been satisfied within the stipulated time, then the Concessionaire shall have the option of either: (i) mutually extend the time period for satisfaction of the Conditions Precedent for Concessioning Authority or (ii) terminate this Agreement, in which event, , the Concessioning Authority shall pay to the Concessionaire, the Development Costs, duly certified by the Independent Expert. In case of extension of CP-P&D for Concessioning Authority beyond a period of 180 (One Hundred and Eighty) days from Appointed Date, the Concession Period shall be extended with an equivalent period with the recommendation of IE and Project Engineer.

9. Determination of Costs and Time

- 9.1 The Independent Expert shall determine the costs, and/or their reasonableness, that are required to be determined by it under the signed Concession Agreement between the Concessionaire and the Concessioning Authority/ Authority.
- 9.2 The Independent Expert shall determine the period, or any extension thereof, that is required to be determined by it under the signed Concession Agreement between the Concessionaire and the Concessioning Authority/ Authority.

10. Assistance in Dispute resolution

- 10.1 When called upon by either Party in the event of any Dispute, the Independent Expert shall mediate and assist the Parties in arriving at an amicable settlement.
- 10.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Expert shall specify such meaning, scope and

nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

11. Other Duties and Functions

The Independent Expert shall perform all other duties and functions specified in the Agreement.

12. Miscellaneous

- 12.1 The Independent Expert shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.
- 12.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Expert to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Expert thereon shall be furnished by the Independent Expert to the Authority forthwith.
- 12.3 The Independent Expert shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Expert, whereupon the Independent Expert shall send one of the copies to the Authority along with its comments thereon.
- 12.4 The Independent Expert shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.
- 12.5 Upon completion of its assignment hereunder, the Independent Expert shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the MC may specify, and obtain written receipt thereof. Two copies of the said document shall also be furnished in micro film form or in such other medium as may be acceptable to the MC.
- 12.6 Wherever no period has been specified for delivery of services by the Independent Expert, the Independent Expert shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.
- 12.7 Independent Engineer shall develop systems and methodologies for the overall improvement of project implementation as per terms of Concession Agreement.

13. PERFORMANCE CLAUSE

Independent Expert shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising C&T activities, the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the Concession Agreement and other schedules. Any failure of the Independent Expert in notifying to MC and the Concessionaire on non-compliance of the provisions of the Concession Agreement and other schedules by the Concessionaire, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

The Independent Expert shall appoint its authorized representative, who shall issue on behalf of the Independent Expert, the Provisional Completion Certification and Completion Certificate along with the Team Leader and shall carry out any such task as may be decided by Municipal Corporation. The IE shall take prior approval of concerned authority before issuing Provisional Completion Certification and Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

Enclosure B

QUALIFICATION OF KEY PERSONNEL

I. TEAM LEADER

This is the senior most position and the expert engaged as the team leader shall be responsible for reviewing the entire Project preparation and implementation activities of the Concessionaire.

He/she shall check all the Designs being prepared by the Concessionaire, ensure execution of Works on site(s) as per specification and standards, MSW Rules 2016, and continuously interact with the MC and / Department of Local Government, Punjab and other State Level Agencies such as Punjab Pollution Control (PPCB) and the Concessionaire. He/she shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. The candidate should have a proven record of supervising, organizing and managing of construction of MSW projects and also of Project preparation of large magnitudes MSW projects, as defined below.

He should have the qualification/experience as defined in RFP.

II. MSW Management Expert/ Collection & Transportation Management Expert

He/she shall be responsible for supervising the works including C&T of MSW facilities and infrastructure, to be constructed by the Concessionaire for this project. He/she should have the qualification / experience as per 2 D.

III. Junior Site Engineer

Along with Team Leader, junior engineer shall assist team leader, review and check the designs of proposed processing facility and SLF and any other plant to be constructed in the Project and whether the proposed technology adheres to the MSW Rules 2016/Emission Standards/CPCB Standards.

He/she should have the qualification / experience as per request in RFP.

SECTION 6: DRAFT FORM OF CONTRACT

Note: This draft Agreement is a generic document and shall be modified based on particulars of the individual Projects.

CONTRACT FOR CONSULTANT'S SERVICES

Between

(Name of Client)

And

(Name of Consultant)

Dated:

I. FORM OF CONTRACT	
II GENERAL CONDITIONS OF CONTRACT	
1. General Provisions	
1.1 Definitions	
1.2 Relation between the Parties	
1.3 Law Governing the Contract	
1.4 Language	
1.5 Headings	
1.6 Notices	
1.7 Location	
1.8 Authority of Member in charge	
1.9 Authorized Representatives	
1.10 Taxes and Duties	
2. Commencement, Completion, Modification,& Termination of Contract.....	
2.1 Effectiveness of Contract	
2.2 Termination of Contract for Failure to Become Effective	
2.3 Commencement of Services	
2.4 Expiration of Contract	
2.5 Entire Agreement	
2.6 Modification	
2.7 Force Majeure	
2.7.1 <i>Definition</i>	
2.7.2 <i>No Breach of Contract</i>	
2.7.3 <i>Measures to be taken</i>	
2.7.4 <i>Extension of Time</i>	
2.7.5 <i>Payments</i>	
2.7.6 <i>Consultation</i>	
2.8 Suspension	
2.9 Termination	
2.9.1 <i>By the Client</i>	
2.9.2 <i>By the Consultants</i>	
2.9.3 <i>Cessation of Rights and Obligations</i>	
2.9.4 <i>Cessation of Services</i>	
2.9.5 <i>Payment upon Termination</i>	
2.9.6 <i>Disputes about Events of Termination</i>	
3. Obligations of the Consultants	
3.1 General	
3.1.1 <i>Standard of Performance</i>	
3.1.2 <i>Law Governing Services</i>	
3.2 Conflict of Interests	
3.2.1 <i>Consultants not to Benefit from Commissions, Discounts, etc.</i>	
3.2.2 <i>Procurement Rules of Funding Agencies</i>	
3.2.3 <i>Consultants and Affiliates Not to Engage in certain Activities</i>	
3.2.4 <i>Prohibition of Conflicting Activities</i> ...	

3.3	Confidentiality
3.4	Liability of the Consultants
3.5	Insurance to be Taken out by the Consultants ...
3.6	Accounting, Inspection and Auditing
3.7	Consultant's Actions requiring Client's prior Approval
3.8	Reporting Obligations
3.9	Documents prepared by the Consultants
To Be the Property of the Client	
3.10	Equipment and Materials Furnished by the Client
4.	Consultants' Personnel and Sub-consultants
4.1	General
4.2	Description of Personnel
4.3	Approval of Personnel
4.4	Working Hours, Overtime, Leave etc.
4.5	Removal and /or Replacement of Personnel
4.6	Resident Project Manager
5.	Obligations of the Client
5.1	Assistance and Exemptions
5.2	Access to Land
5.3	Change in the Applicable Law
5.4	Services, Facilities and Property of the Client
5.5	Payment
5.6	Counterpart Personnel
6.	Payments to the Consultants
6.1	Cost Estimates, Ceiling Amount
6.2	Remuneration ...
6.3	Currency of Payment
6.4	Mode of Billing and Payment
7.	Fairness and Good Faith
7.1	Good Faith
7.2	Operation of the Contract
8.1	Amicable Settlement
8.2	Dispute Settlement

III SPECIAL CONDITIONS OF CONTRACT

IV	<u>APPENDICES</u>	<u>Page No.</u>
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Appendix A: Description of the Services
Appendix B: Reporting Requirements
Appendix C: Key Personnel and Sub-consultants
Appendix D: Medical Certificate
Appendix E: Duties of the Client
Appendix F: Form Of Performance Security
Appendix G: Letter of invitation
Appendix H: Letter of Award.....
Appendix I: Minutes of pre-bid meeting.....

1. FORM OF CONTRACT

COMPLEX TIME BASED ASSIGNMENTS

This CONTRACT (hereinafter called the “Contract”) is made the _____ day of the Month of _____, 2017, between, on the one hand _____ (hereinafter Called the “Client) and, on the other hand, _____ (hereinafter called the “Consultants”).

[Note* : If the Consultants consist of more than one entity, the above Should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly severally liable to the Client for all the Consultants’ obligations under this contract, namely ----- - and ----- (hereinafter called “Consultants”)]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

(b) the Consultants, having represented to the Client 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;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (hereinafter called “GC”);
 - (b) The Special Conditions of Contract (hereinafter called “SC”);
 - (c) The following Appendices : [Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix].

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Medical Certificate

Appendix E: Duties of the Client

Appendix F: Form Of Performance Security.....

Appendix G: Letter of invitation

Appendix H: Letter of Award

Appendix I: Minutes of pre-Bid Meeting.....

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular
 - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

The Client shall make payments to the Consultants 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 [NAME OF THE CLIENT]

By (Authorized Representative)

FOR AND ON BEHALF OF [NAME OF THE CONSULTANTS]

By (Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatures, e.g. in the following manner]

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THE CONSULTANTS

[Name of the Member]

By

(Authorized Representative)

[Name of the Member]

By

(Authorized Representative)

etc.

GENERAL CONDITIONS OF CONTRACT

1. General Provisions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’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.
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (b) ‘foreign currency’ means any currency other than the currency of the Government;
- (c) ‘GC’ means these General Conditions of Contract;
- (d) “Government” means the Government of Client’s Country;
- (e) ‘Local currency’ means the Indian Rupees;
- (f) “Consultant” wherever mentioned in this Contract Agreement means the “Independent Consultant (IE)” and includes and sub-consultants or Associates engaged by the primary consultant.
- (g) “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;
- (h) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- (i) “Personnel” means persons hired by the Consultants or by any Sub-Consultants and or Associates as Employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Government’s Country, “Local Personnel” means such persons who at the time of being so hired had their domicile inside the Government’s Country; and ‘key personnel’ means the personnel referred to in Clause GC 4.2 (a).
- (j) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (k) "Services" means the work to be performed by the Consultants pursuant to his contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in TOR. The approach and methodology to be adopted by the Consultant for carrying out the assignment as Independent Expert may be modified depending on the site requirements and work programme of the Concessionaire after mutual discussions with MC, the Concessionaire and the

Independent Expert. The work plan as indicated by the Consultant may be modified accordingly to the site requirements.

(l) "Sub-consultant and or Associates " means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and

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

1.2 Relation between the Parties

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

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

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, telegram or facsimile to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

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

1.7 Location

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

1.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

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

1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. MC shall reimburse only service tax on production of project specific proof of payment of service tax.

2. Commencement, Completion, Modification and Termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants 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 Consultants 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

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

2.5. Entire Agreement

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

2.6. 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 as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, 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 government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the

negligence or intentional action of a party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

2.7.3. Measures to be Taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill 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 event 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 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. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled 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 Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants 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 Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9. Termination

2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than Forty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1, terminate this Contract.

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants 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 Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than Sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

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

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- (h) if Concessionaire represents to MC that the Consultant is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, MC may terminate this contract.

2.9.2 By the Consultants

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

- (a) if the Client fails to pay any money due to the Consultants pursuant to this

Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

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

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

(d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) 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 Consultants 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 Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligation of the Consultants

3.1. General

3.1.1 Standard of Performance

The Consultants 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 Consultants shall always" act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants and or Associates, as well as the Personnel of the Consultants and any Sub-consultants and or Associates, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2. Conflict of Interests

3.2.1. Consultants Not to Benefit from Commissions, Discounts, etc.

The Remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants 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 Consultants shall use their best efforts to ensure that any Sub-consultants and or Associates, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2. If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Client (MC) and or Associates Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3. Consultants and Affiliates Not to engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and or Associates and any entity affiliated with such Sub-consultant and or Associates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4. Prohibition of Conflicting Activities

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

- (a) during the term of this Contract, any business or professional activities in the Government'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 in

the SC.

3.3. Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4. Liability of the Consultants

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

3.5. Insurance to be Taken Out by the Consultants

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

3.6. Accounting, Inspection and Auditing

The Consultants (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 charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client 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 Client; and (iii) shall permit the client to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the client.

3.7. Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client'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 ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
- (c) any other action that may be specified in the SC

3.8. Reporting Obligations

The Consultants shall submit to the Client 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.

3.9. Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software

prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10. Equipment and Materials, Office space-responsibility of Consultant

Office space, equipment and materials will be sole responsibility of the Consultants utilizing their own funds. Upon termination or expiration of this Contract, the Consultants shall make available to the Client any reports, confidential information and material pertaining to the projects along with any other demand made by the client. The office should be so located for the convenience of communication with client. The consultant should take prior approval from PMIDC/Client for the approval of office space in the cluster.

4. Consultants' Personnel and Sub-consultants and or Associates

4.1. General

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

4.2. Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods "of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

4.3. Approval of Personnel

The Key Personnel i.e. Professional Staff and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants purpose, to use in the carrying out of the Services, the Consultants shall submit to the client 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 Government) a copy of a satisfactory medical certificate in the form attached hereto as

Appendix D. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

4.4. Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix E hereto.
- (b) The Personnel of all types engaged by Consultant to provide Services on this Contract shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in contract hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5. Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement,

5. Obligations of the Client

5.1 Assistance and Exemptions

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

- (d) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;
- (e) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;
- (f) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
- (g) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (h) assist the Consultants and the Personnel and any Sub-consultants and or Associates employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (i) grant to the Consultants, any Sub-consultants and or Associates and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services: and
- (j) Provide to the Consultants, Sub-consultants and or Associates and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants 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 Consultants or any Sub-consultant or the Personnel of either of them.

5.3 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 or, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.4 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix A at the times and in the manner specified in said Appendix B, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

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

5.6 Counterpart Personnel

- (a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in RPF and cession agreement, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereof.

6. Payments to the Consultants

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in local currency is set forth in Section 4 of RFP.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of this ceiling.
- (c) Notwithstanding Clause GC 6.1 (b) hereof, if pursuant to clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling set forth in

Clause GC 6.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration

- (a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b). 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 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.

6.3 Currency of Payment

- (a) All payments shall be made in Indian Rupees.

6.4 Mode of Billing and Payment

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

- (a) The Client shall cause to be paid to the Consultants an interest bearing advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (I) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in the agreement or in such other form as the Client shall have approved in writing.
- (b) 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 Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Monthly statements shall be submitted in respect of amounts payable in local currency i.e. Indian Rupees. Each such monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to non-remuneration expenditures, if any, / other expenditures heads as per RFP
- (c) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within Forty (40) days after the receipt by the Client of bills 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 Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on such due date.

- (d) 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 Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated.
- (e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. Fairness and Good Faith

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. Settlement of Disputes

8.1. Amicable Settlement

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

8.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Details as per TOR

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies, persons to receive them dates of submission, etc. if no reports are to be submitted, state here-List “Not Applicable”]

Please refer TOR

Appendix C: Key Personnel and Sub-consultants

(List under):	C-1	Titles [and names, if already available], detailed job descriptions and minimum qualifications, experience of Personnel to be assigned to work in India, and staff-months for each.
	C-2	Same information as C-1 for Key local Personnel.
	C-3	Same as C-1 for Key foreign Personnel to be assigned to work outside India.
	C-4	List of approved Sub-consultants same information with respect to their Personnel as in C-1 through C-4)

Appendix D: Medical Certificate

[Show here an acceptable form of medical certificate for foreign Personnel to be stationed in India. If there is no need for a medical certificate, state here: "Not applicable. "]

Appendix E: Duties of the Client

- 1 Access to the quality control laboratory for performing various types of tests, which will be provided by the concessionaire including the testing personnel.
- 2 To provide Concessionaire's RFP, Bid submission, Concession agreement, Data and information for field surveys and investigations
- 3 To ensure availability of the Detailed Work plan and Programme for Design and Construction of Project from Concessionaire.
- 4 To ensure availability of the Quality Assurance Plan and Quality Control Procedures from the Concessionaire.
- 5 To provide relevant reports and necessary data as per the reporting obligation of concessionaire under the concession Agreement.
- 6 Necessary letters, which will be required for Visas of foreign personnel and procuring other services by the consultant for performing project services.

Appendix F: FORM OF PERFORMANCE BANK GUARANTEE (Clause-15 of TOR)

To

CEO, PMIDC
5th Floor, Plot 3, Punjab Municipal Bhawan, Sector 35-A
Chandigarh 160022

WHEREAS _____

[Name and address of Consultants] ¹ (hereinafter called “the consultants”) has undertaken, in pursuance of Contract No. _____ dated _____ to provide the services on terms _____ and _____ conditions _____ set _____ forth _____ in _____ this Contract _____ [Name of contract and brief description of works) (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of [amount of Guarantee] [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is _____ restricted _____ to _____ Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 3 months i.e. up to 3 months beyond the expiry of contract.

Signature and Seal of the Guarantor _____ In presence of _____

Name and Designation _____

1. (Name, Signature & Occupation)

Name of the Bank

Address 2.

(Name & Occupation)

Date

Give names of all partners if the Consultants is a Joint Venture.

Appendix G

Letter of invitation

Appendix H

Letter of Award

Appendix I

Minutes of Pre Bid Meeting