



SOUTH DELHI MUNICIPAL CORPORATION

**The RFP (Request for Proposal) document
For Appointment of Consultant to provide TA cum PMC services for setting and operating
Incineration Plant (Waste to Energy) and SLF for mixed Municipal Solid Waste from South Delhi
Municipal Corporation.**

**Office Address : Executive Engineer (Project-II)WZ,
Under Dabri Flyover (Span No. 3 to 5), New Delhi-110058**



**SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE EX. ENGINEER (PROJECT-II) WEST
UNDER DABRI FLYOVER, NEW DELHI-110058
Phone-011-25554096 E-Mail: eeproject2wz@gmail.com**

No.: EE (Pr-II)/WZ/TC/2015-16/687

Date: 16.10.2015

EXPRESSION OF INTEREST

Name of Work: Establishment and Operation of Incineration Plant (Waste to Energy) and SLF for mixed Municipal Solid Waste from South Delhi Municipal Corporation.

Sub Head: Providing TA cum PMC Services.

Dear Sir,

South Delhi Municipal Corporation (SDMC) needs professional consulting services to design, develop, implement, monitor and manage a system for management of Sanitation Services including handling Municipal waste for South Delhi Municipal Corporation. The SDMC proposes to engage a Consultant to assist the Corporation to execute the project and meet its objectives.

The Corporation therefore invites Expression of Interest (EOI) from consultants empanelled in the list of agencies vide File No. A-46020/3/2013-EA by Ministry of Urban Development, Govt. of India for providing support to the cities/town for Solid Waste Management to provide the necessary services to the Corporation in accordance with the Terms of Reference specified in the RFP document. The EOI shall be used to Pre-qualify Agencies to whom Letter of Invitation (LOI) shall be issued. The Form for submission of EOI and detailed RFP/T&C/Contract conditions can be downloaded from the Corporation's web-site mcdonline.gov.in/. Downloaded tender document can be used and the EOI can be submitted alongwith bid document fees. The desirous consultants may submit their bids in sealed cover upto 3.00 PM on 27.11.15 in the office of Superintending Engineer (Project)West, Near Moti Nagar Flyover, Moti Nagar, New Delhi-110015. Important dates for submission of proposals and other details are as under:

1	Cost of Request for proposal (RFP)	Rs. 5000/- (Non-refundable) in the shape of DD in favour of Commissioner, SDMC with 2 Months Validity at the time of submission.
2	Earnest Money	Rs. 5,00,000/- in the shape of DD (with 2 Months Validity) or FDR/Bank Guarantee of at least 1 year validity period at the time of submission in favour of Commissioner, SDMC.
3	Validity of rates	180 Days
4	RFP can be had from :	Office of EE (Project-II) West Zone, SDMC, Under Dabri Flyover, New Delhi-110058.

5	Last Date of Receipt of Applications	05.11.2015 upto 3.00 PM
6	Last Date of issue of RFP	16.11.2015 upto 3.00 PM
7	Pre Bid Meeting	20.11.2015 at 3.00PM, in the office of Superintending Engineer (Project-West)
7	Last Date of submission of RFP	27.11.2015 upto 3.00 PM, in the office of Superintending Engineer (Project-West)
8	Date of Opening of Technical Bids	27.11.2015 at 3.30 PM
9	Date of Opening of Financial Bids	15.12.2015 at 3.00 PM

Scope of Work

The scope of consultancy work is as under:-

Phase 01: EOI

Phase 01.1.Submission of Inception and initial report/detailed report.

1. Collect the necessary data from SDMC.
2. Study the existing MSW disposal system at SDMC.
3. Prepare the inspection and initial report.
4. **Phase 01.2 Submission of draft EOI & publishing in News paper**

1. Preparation of EOI notification for SDMC, for pre-qualification bidding.

2. Publishing of EOI on Newspapers

3. Assistance to SDMC in completing the short listing of bidders received from EOI (technical evaluation, assistance to SDMC for pre bid meeting).

Phase 02: Tender Documents and Bid Process Management for PPP model

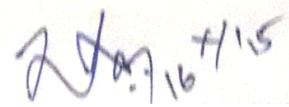
1. Collect all the necessary data from SDMC.
2. Study the existing tender process system of SDMC.
3. Prepare the Draft tender document.
4. Preparation of Final Tender notification on PPP mode.
5. Publishing of Tender Documents
6. Submission of Proposals by Concessionaires
7. Scrutiny of the received tender bids.
8. Assistance to SDMC in completing the short listing of bids received from the tender notification (technical & financial evaluation).
9. Assistance to SDMC for issue of LOA to the selected Bidder
10. Assistance to SDMC in concluding the concession agreement with the selected bidder under PPP mode.

Phase 03: Project Monitoring Consultancy

1. Assistance to SDMC in monitoring the Implementation Plan prepared by the selected bidder.
2. Assistance to SDMC as their technical experts in scrutinizing the proposed project.
3. Assistance to SDMC in the periodical review of the project financial closure.
4. Assistance to SDMC in the periodical review of the project implementation.

The consultant will also take necessary approvals/NOCs from the various Govt. Department for successful commissioning of the project.

The proposal shall contain the Technical & Financial Bids in separate envelopes. Envelope I shall contain technical bid documents (One original + Two Copies) in one sealed envelope. The envelope shall be marked "Technical Bid only". The EM is to be kept in Technical Bid envelope. The RFP not accompanied by Earnest Money in prescribed form shall be summarily rejected. Envelope II shall contain financial bid only in another sealed cover. For any query contact 9717787987, 9717788248 or 9910370145.

Handwritten signature in blue ink, followed by the date 27/16/15.

Executive Engineer (Project-II) WZ



SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE EX. ENGINEER (PROJECT-II) WEST
UNDER DABRI FLYOVER, NEW DELHI-110058
Phone-011-25554096 E-Mail: eeproject2wz@gmail.com

No.: EE (Pr-II)/WZ/TC/2015-16/715

Date: 21.10.2015

CORRIGENDUM

Name of Work: Establishment and Operation of Incineration Plant (Waste to Energy) and SLF for mixed Municipal Solid Waste from South Delhi Municipal Corporation.

Sub Head: Providing TA cum PMC Services.

With reference to EOI invited vide this office letter No. E.E.(Project-II)WZ/TC/2015-16/687 dated 16.10.2015 it is informed that the said EOI may be treated as invitation of bids under Two Envelope System for providing TA cum PMC services for the work of **Establishment and Operation of Incineration Plant (Waste to Energy) and SLF for mixed Municipal Solid Waste from South Delhi Municipal Corporation.**

The other terms and conditions and RFP submission details shall remain same.

Executive Engineer (Project-II) WZ

DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of SDMC or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for Proposal pursuant to this RFP (the “**Application**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by SDMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for SDMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

SDMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-Proposal of Applicants for participation in the Bidding Process.

SDMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

SDMC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that SDMC is bound to select or to appoint the selected Bidder or Contractor, as the case may be, for the Project and SDMC reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and SDMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

**SUMMARY DESCRIPTION
REQUEST FOR PROPOSALS**

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

This Section is a template of a letter from the Client addressed to the consulting firms inviting it to submit a proposal for a consulting assignment. The LOI includes a reference to the selection method and applicable guidelines or policies of the financing institution that govern the selection and award process.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract.

Section 3: Technical Proposal – Standard Forms This Section includes the forms for Technical Proposals that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Eligible Countries : Deleted

Section 6: Corrupt and Fraudulent Practices This Section provides shortlisted consultants with the reference to the Corporation’s policy in regard to corrupt and fraudulent practices applicable to the selection process. This Section is also incorporated in the standard forms of contract (Section 8) as Attachment 1.

Section 7: Terms of Reference (TORs) This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8: Standard Forms of Contract This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions. Each standard form of contract incorporates “Client’s Policy – Corrupt and Fraudulent Practices” (Section 6 of Part I) in a form of Attachment 1.

PART I

Section 1. Letter of Invitation

RFP No. E.E.(Project-II)WZ/TC/2015-16/687

Delhi, 16.10.2015

Dear Consultant,

1. The South Delhi Municipal Corporation (SDMC) {The Client} is responsible for maintaining sanitation and environment management services in the city for the area in its jurisdiction.

2. In order to properly setting and operating Incineration Plant (Waste to Energy) and SLF for mixed Municipal Solid Waste from West and Nazafgarh Zones under the South Delhi Municipal Corporation, the Client invites proposals to provide the following TA cum PMC services (hereinafter called “Services”): Setting and operating Incineration Plant (Waste to Energy) and SLF for mixed Municipal Solid Waste from West and Nazafgarh Zones under the South Delhi Municipal Corporation. More details on the Services are provided in the Terms of Reference (Section 7).

3. It is not permissible to transfer this invitation to any other firm.

4. A firm will be selected under Quality- and Cost-Based Selection (QCBS) procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Corporation.

5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 6 – Corrupt and Fraudulent Practices

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract

6. Details on the proposal’s submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

**Executive Engineer (Project-II)WZ
Under Dabri Flyover (Span No. 3 to 5),
New Delhi-110058**

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the Corporation/ General Financial Rules governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Corporation” means the South Delhi Municipal Corporation.
- (e) “GCE” means General Conditions of Contract (Section 8)
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or a consortium of not more than two firm y that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “Government” means the Government of NCT Delhi.
- (m) “Joint Venture (JV) or Consortium” means an association of more than one Consultant but not more than two, where lead /Sole member has the authority to conduct all business for and on behalf of any and all the members, and where the members are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.

- (p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being issued by the Client to invite the Consultants.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants.
- (t) “SCC” means Special Conditions of Contract (Section 8)
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

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

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Corporation.

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

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

(ii) **Conflicting Assignments:** Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

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

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The Corporation requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Corporation to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Corporation.

6. Eligibility

6.1 The Corporation permits consultants (individuals and firms, including Joint Ventures/consortium and their individual members) to offer consulting services for this project who are empanelled with MOUD. If Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Corporation in the Applicable Guidelines.

6.3 Restrictions for public employees: Government officials and civil servants of the Client's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the government, and they

- (i) Are on leave of absence without pay, or have resigned or retired;
- (ii) Are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Client's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal; and
- (iii) Their hiring would not create a conflict of interest.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Client's no objection.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted

Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 Consultant may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants as per Clause 6.

14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

14.2 The costs of making field visits, preparing the proposal, submission of proposal and undertaking negotiation for the contract etc. is the exclusive responsibility of the bidder & Client shall not entertain any claim from bidder in the matter.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Technical Proposal (TP), as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

15.3 Along with the Technical Proposal (i.e., in the same envelope in which Technical Proposal has been placed), the Bidder shall submit an EMD for amount mentioned in Data Sheet in the form Specified in Data Sheet. The Bank Guarantee should have validity for a period as specified in Data-Sheet. The form for Bank Guarantee is at 'BG'.

15.4 Notes on 'Approach and Methodology':

- (i) The bidder shall submit his/her proposed methodology to execute this work in Form TECH 4.
- (ii) The bidder shall submit his/her approach and proposed methodology to execute this work. The bidder shall submit the followings: [the list given below is not exhaustive; the bidder may also add anything extra as deemed fit, for a detailed explanation]:
 - (a) A detailed overall work program, proposed tasks and a bar chart indicating duration of each activity and the timings [stages] for deployment of each expert or other staff member for successful implementation of this Project.
 - (b) An organization chart and the proposed team to be deployed for execution of this project, by indicating the roles and responsibilities and degree of involvement of each person/expert.
- (iii) A clear narrative description of the tasks and responsibilities of each expert/ staff member within the overall work program.
- (iv) The bidder shall submit detailed methodology in the shape of a write-up to demonstrate his/her understanding towards the Project requirements and how he/she proposes to address each activity of the project. This write-up will help to client in evaluating bidder understanding towards work.
- (v) The firm must show that it has a clear understanding of the sequence & steps to ensure smooth implementation of each activity of the main project in a timely manner.
- (vi) The firm must show that it has a good understanding of concessionaire operations and maintenance programs to ensure SDMC gets full value for its money, to be paid to the private concessionaire.

15.5 Notes on Staffing for the Project:

- i. The Consultant shall be required to deploy following manpower [minimum], machinery for smooth execution, implementation of the project:

Sr. No.	Designation	Minimum Qualification
1	Senior Manager	Graduate + MBA
2	Manager – Graduate	B. Tech.
3	Supervisors	Diploma Holder

- ii. The Consultant shall deploy employee possessing qualification as described above or more for execution, implementation of this project. The selected bidder shall submit a copy of documents showing qualification of each employee, testimonials in respect of all employees to be employed by IC for execution this contract for perusal, record of Client. Working of each employee [engaged by consultant] shall also be monitored by Clients’ officials, if it is found that a particular employee is not giving desired results he/she be deleted from the roll and Consultant shall employ another employee to replace him/her.

- iii. The Consultant is responsible for all acts and omissions of its employees engaged by them. Also, the Consultant shall extend, provide all facilities to his/her employees as required, described in the labour related laws or in any other relevant law.
- iv. The bidder shall also show that their key staffs have appropriate qualification(s) to supervise/monitor all activities of the main project. The bidder shall provide an organization chart for the project team showing names, responsibilities and reporting lines of consultant's key staff and team members including task assigned to each team member.
- v. The bidder shall ensure that the staff shown in the organization chart are sufficient for effective and complete delivery of services and shall not change the personnel in this organization chart unless required by the Client.
- vi. The bidder's organization chart shall be supplemented by narrative accounts of the roles and responsible and degree of involvement of each person or post mentioned.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

16.6 Approval/NOCs from different Govt. Departments

16.6.1 The consultant will take all necessary approvals/NOCs from the various Govt. Departments for successful commissioning of the project if necessary.

16.7 Time of Completion

16.7.1 Time of completion will be 3 years or till commissioning of the plant successfully, whichever is later. Thereafter, Earnest Money and Performance Guarantee will be refunded to the consultant.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Client's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

21.2 Test of Responsiveness

Prior to evaluation of technical proposal, Department will determine whether each Proposal is responsive to the requirements of this RfP document or not. A Proposal submission shall be considered responsive if it:

- a. is received by the proposal Submission Due Date including any extension thereof as decided by Client,
- b. is signed/initialed, sealed and marked as stipulated,
- c. is accompanied by the earnest money and cost of RfP, if already not paid,
- d. Contains all the information as requested in this RfP document,
- e. Mentions the validity period as stipulated in the RfP documents and
- f. it does not contain any condition.

21.3 The Evaluation Committee may require a presentation of the Technical proposal to be made to facilitate the evaluation process. The Date, time and venue of the presentation, (if required) would be intimate4d to the bidders by the nodal officer of the client.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Client.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts (Not applicable for this RFP)

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts (Applicable for this RFP)

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

27.5 Client shall have exclusive rights to accept or reject any or all the proposals [at any stage] without assigning reason. No claim in whatsoever from any bidder for such decision of Client shall be entertained.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Client.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations the Client sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

30.3 The Consultant shall for due and punctual performance of obligations during the entire contract period shall deliver a sum of Rs. 5,00,000/- (Rupees Five Lacs only) as performance security to Client, on or before the signing of the agreement, a demand draft OR a bank Guarantee from a Nationalized Bank. The Performa for bank guarantee is enclosed herewith as Form-BG of this RFP. The performance security shall be valid for the entire Contract period.

31. DELEGATION

31.1 Office [Executive Engineer (Project-II)WZ, Under Dabri Flyover (Span No. 3 to 5), New Delhi-110058] Phone Number [011-25554096] Email [eeproject2wz@gmail.com] or any other authorized officer of SDMC/ and notified to the Consultant, shall represent the SDMC/ in smooth implementation of the bid process signing the contract, including administering the Contract, releasing payments due to the Consultant, issuing and valuing variations to the Contract.

31.2 The Consultant shall designate his/her authorized representative and intimate the same to SDMC/ in writing; who will coordinate with SDMC/ representative in execution, implementation of this contract.

32. TERM OF APPOINTMENT

31.3 The term of the Consultant shall be upto completion of all activities specified in this RFP as per date sheet.

31.4 The selected bidder is expected to commence the Assignment within ten days of issue of work order /signing of agreement.

33. COMMUNICATIONS

31.5 Communications between parties, which are referred to in the conditions, are effective only when are made in writing [in English language only].

34. MISCELLANEOUS

34.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

34.2 SDMC/, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) Consult with any Applicant in order to receive clarification or further information;
- (c) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
- (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

34.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	<i>India</i>
2.1	<p>Name of the Client: South Delhi Municipal Corporation</p> <p>Method of selection: QCBS (80:20)</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: RFP (Request for Proposal) document for Appointment of Consultant to provide TA cum PMC services for setting and operating Incineration Plant (Waste to Energy) and SLF for mixed Municipal Solid Waste from West and Nazafgarh Zones under the South Delhi Municipal Corporation.</p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 20.11.2015</p> <p>Time: 3.00 PM</p> <p>Address: Office of Superintending Engineer (Project)West, Near Moti Nagar Flyover, Moti Nagar, New Delhi-110015</p> <p>Telephone: 011-25191967</p> <p>Facsimile: _____</p> <p>E-mail: mcdprojectvi@gmail.com and sewestzone@gmail.com</p> <p>Contact person/conference coordinator: Superintending Engineer (Project)West</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <i>Not Applicable</i></p>
6.1	<p>Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yes</p> <p>Or (b) other shortlisted Consultants: No</p>
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the ENGLISH language.</p> <p>Proposals shall be submitted in ENGLISH language.</p> <p>All correspondence exchange shall be in ENGLISH language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p>TECHNICAL PROPOSAL (TP): 1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-2</p> <p>(4) TECH-3</p>

	<p>(5) TECH-4 (6) TECH-5 (7) TECH-6 (8) Ernest Money Deposit (EMD)</p> <p>AND</p> <p>2d Inner Envelope with the Financial Proposal (if applicable) :</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4</p>
10.2	Statement of Undertaking is required: No
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible : No
12.1	Proposals must remain valid for 180 days calendar days after the proposal submission deadline.
13.1	<p>Clarifications may be requested no later than 1days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Executive Engineer (Project-II)WZ, Phone number- 011-25554096 Facsimile: E-mail: eeproject2wz@gmail.com</p>
14.1.1	<p>Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yes Or (b) other shortlisted Consultants: No</p>
15.2	<p>The format of the Technical Proposal to be submitted is: as per 10.1</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
15.3	<p><i>Amount of EMD : Rs.5,00,000/- (Rupees Five Lacs Only)</i></p> <p><i>Form in which EMD to be submitted: Bank Guarantee.</i></p> <p><i>Validity Period of BG: 1 Year.</i></p>

16.1	<p>[A sample list is provided below for guidance. Items that are not applicable should be deleted, others may be added].</p> <p>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</p> <p>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) communications costs;</p> <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any)]</p> <p>(8) [insert relevant type of expenses, if/as applicable]</p>
16.2	<p>A price adjustment provision applies to remuneration rates: No</p>
16.3	<p>Consultant's tax obligations in the Client's country may consist of <i>Service Tax; Education Cess; Income Tax; Value Added Tax; Labour Cess. Consultant is advised to ascertain their tax obligations.</i></p>
16.4	<p>The Financial Proposal shall be stated in the following currencies: INR. The Financial Proposal should state local costs in the Client's country currency (local currency): Yes.</p>
<p>C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants shall not have the option of submitting their Proposals electronically.</p>
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original; one(1)copy and one copy on a CD (pdf format);</p> <p>(b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 27.11.2015</p> <p>Time: Upto 3.00 PM</p> <p>The Proposal submission address is: Superintending Engineer (Project)West, South Delhi Municipal Corporation, Near Moti Nagar Flyover, Moti Nagar, Delhi-110015</p>

19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: Superintending Engineer (Project)West</p> <p>Date: 27.11.2015</p> <p>Time: 3.30 PM</p>												
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A</p>												
21.1 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:</p> <p>Points</p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: [20 points]</p> <p>Sub-Criteria for assessing Specific Experience of Firm/JV</p> <table border="1" data-bbox="282 669 1435 1453"> <thead> <tr> <th data-bbox="282 669 717 774">Sub-Criteria</th> <th data-bbox="717 669 875 774">Max Marks</th> <th data-bbox="875 669 1435 774">Method of Evaluation</th> </tr> </thead> <tbody> <tr> <td data-bbox="282 774 717 1037">Experience as TA Cum PMC for Integrated Municipal Solid Waste Management/Municipal Solid Waste Processing Projects</td> <td data-bbox="717 774 875 1037">30</td> <td data-bbox="875 774 1435 1037"> >= 3 projects – 30marks 2 projects – 15marks 1 projects – 5marks </td> </tr> <tr> <td data-bbox="282 1037 717 1400">Evaluation of Two Key Projects</td> <td data-bbox="717 1037 875 1400">5x 2</td> <td data-bbox="875 1037 1435 1400"> For each project: Modernization of the Assignment – 1 mark Management of Integrated MSW- 1 mark Partially/ Fully Completed– 1 marks Project of Metropolitan City – 2marks </td> </tr> <tr> <td data-bbox="282 1400 717 1453">TOTAL</td> <td data-bbox="717 1400 875 1453">40</td> <td data-bbox="875 1400 1435 1453"></td> </tr> </tbody> </table> <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): [25points] {Notes to Consultant: comments and suggestions on the terms of reference, counterpart staff, and facilities to be provided by the client, description of approach, methodology, and work plan in responding to the terms of reference}</p> <p>(iii) Key Experts’ qualifications and competence for the Assignment: {Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</p> <p>a) Position K-1: [Team Leader having Transaction Advisory experience in MSW] [10 points]</p>	Sub-Criteria	Max Marks	Method of Evaluation	Experience as TA Cum PMC for Integrated Municipal Solid Waste Management/Municipal Solid Waste Processing Projects	30	>= 3 projects – 30marks 2 projects – 15marks 1 projects – 5marks	Evaluation of Two Key Projects	5x 2	For each project: Modernization of the Assignment – 1 mark Management of Integrated MSW- 1 mark Partially/ Fully Completed– 1 marks Project of Metropolitan City – 2marks	TOTAL	40	
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TOTAL	40												

b) Position K-2: [Sanitation Management Expert] [5 points]

c) Position K-3:[Urban Infrastructure Specialist with MSW experience] [5 points]

d) Position K-4 :[Environment Expert] [5 points]

Total points for criterion (iii): [25]

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications (general education, training, and experience): [weight 30 %]

2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : [weight 50%]

3)Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): [weight 20 %]

Total weight: 100%

{In case the team leader is also the proposed as one of the field expert K2/K3/K4, then an additional Key Expert K5 shall be proposed and indicated who will be evaluated for evaluation of the bid. Appropriate field of expertise relevant for this assignment will be chosen by the bidder}

(iv) **Financial Capability of the Firm**(Turnover of the Company – Average of 3 financial years): [10 Points].

{In case of Joint Venture, Turnover of Joint Venture would be considered}

Financial Years to be considered are – Last three from the due date of submission

Assessment Methodology for Financial capability

Average Turnover	Marks
Less than 50 Lakhs	0
50 Lakhs-2 Crore	5
2 Crore-5 Crore	10
More than 5 Crore	15

Note:- 1 Lakh = 1,00,000

1 Crore =1,00,00,000

Total points for the Technical criteria: 100

The minimum technical score (St) required to pass is: 60

23.1	An online option of the opening of the Financial Proposals is offered: No.
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, service tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: INR The official source of the selling (exchange) rate is: Reserve Bank of India
27.1 (QCBS)	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, In which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 80%, and P = 20% Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.
D. Negotiations and Award	
28.1	Expected date and address for contract negotiations: Date: Approx. 1 Month after opening financial bid. Address: Same as proposal submission address
30.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: mcdonline.gov.in The publication will be done within 15 Days after the contract signing.
30.2	Expected date for the commencement of the Services: 10th Day of Award of Work
31.1	Term of Appointment: - It is expected that the award of work to concessionaire & IC is approx. 3 years. The____ year review shall be completed in _____. The Term of Appointment (unless terminated earlier) shall be upto acceptance of said review report.

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION
TECH-1	Technical Proposal Submission Form.
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.
POA	Power of Attorney. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members
TECH-2	Consultant’s Organization and Experience.
TECH-2A	A. Consultant’s Organization
TECH-2B	B. Consultant’s Experience
TECH-2C	C. Specific Projects nearest to current assignment
TECH-3	Format for Financial Capacity
TECH-4	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. <p style="margin-left: 40px;">A. On the Terms of Reference</p> <p style="margin-left: 40px;">B. On the Counterpart Staff and Facilities</p> Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-5	Work Schedule and Planning for Deliverables
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)
BG	Sample form for Bank Guarantee for submission of EMD

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

1. We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

2. We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client’s policy in regard to corrupt and fraudulent practices as per ITC 5.

(e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

(f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

3. We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet. We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Name of Consultant (company's name or JV's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Form: POA

FORMAT FOR POWER OF ATTORNEY FOR DESIGNATING, LEAD MEMBER OF CONSORTIUM /FIRM OR COMPANY

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Whereas, South Delhi Municipal Corporation [“SDMC”] has invited proposals from qualified Applicants for Appointment of Consultant to provide TA cum PMCservices for setting and operating Incineration Plant (Waste to Energy) and SLF for mixed Municipal Solid Waste from West and Nazafgarh Zones under the South Delhi Municipal Corporation.. (Herein after referred to as the ‘Project’)

Whereas, the Consortium/Firm or Company being one of the qualified Applicants is interested in bidding for the Project. In accordance with the terms and conditions of the Request for Proposal (RFP Document) and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium/Firm or Company designate the Lead Member/authorized representative with all necessary power and authority to do for and on behalf of the Consortium/Firm or Company all acts, deeds and things as may be necessary in connection with the Consortium’s/Firm or Company Proposal for the Project or in the alternative to appoint one of them as the Lead Member/authorized representative who, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium/Firm or Company as may be necessary in connection with the Consortium’s/Firm or Company Proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s....., and M/s.....
(the names and address of the registered offices), do hereby designate M/s./Mr./Mrs..... being one of the members of the Consortium/Firm or Company and the Lead Member of the Consortium, to do on behalf of the Consortium/Firm or Company all or any of the acts, deeds or things necessary or incidental to the Consortium’s /Firm or Company Proposal for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/documents and generally to represent the Consortium/Firm or Company in all its dealings with SDMC, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement is entered into with SDMC.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member/authorized representative and our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium/Firm or Company.

Dated this theDay of2013

.....
(Executants)

(TO BE EXECUTED BY ALL MEMBERS OF THE CONSORTIUM/FIRM OR COMPANY)

Note:- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure (for a body corporate).

**FORM TECH-2
CONSULTANT'S ORGANIZATION AND EXPERIENCE**

A - Consultant's Organization

Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

B - Consultant's Experience

FORMAT FOR TECHNICAL EXPERIENCE

Project Name Solid Waste	2012 – 13 (in TPD per project)	2013 – 14 (in TPD per project)	2014 – 15 (in TPD per project)
1.			
2.			
3.			
Total MSW/ Any waste in TPD of all eligible Project			

Note:

- If bidder is a consortium, provide separate tables for each partner.
- add rows if needed

Project Sheets

Using the format below, provide information on all the above projects for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name1:	Country:
Location within Country:	Professional Staff Provided by Your Firm/entity(profiles):
Name of Employer:	No. of Staff:
Address:	No. of Staff-Months; duration of assignment:

Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in INR)-
Name of Associated Consultants, if any:		No of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Assignment Name2:	Country:	
Location within Country:	Professional Staff Provided by Your Firm/entity(profiles):	
Name of Employer:	No. of Staff:	
Address:	No. of Staff-Months; duration of assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in INR)-
Name of Associated Consultants, if any:		No of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Authorized Signatory:

Name and Title of Signatory:

Name of Organization:

Address:

Telephone:

Fax:

E-mail Address:

FORM TECH-3

Format for Financial Capacity

A. Turnover

Financial Year	Annual Turnover
2012-13	
2013- 14	
2014- 15	

B. Net Worth as on 31.03.2015: Rs. _____

Note:

1. The financial year shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year. In case of foreign bidders, annual audited accounts ending on date as applicable in their country shall be provided.
2. The Bidder shall provide the Audited Annual Financial Statements. Failure to do so would result in the Proposal being considered as non-responsive. In case the annual accounts for the latest financial year are not audited and therefore cannot make it available, the applicant shall give an undertaking, to this effect and the statutory auditor shall certify the same. In such case, the applicant shall provide the audited annual reports for three years preceding the year for which audited annual report is not being provided.
3. A certificate from Statutory Auditor should be provided as supporting document certifying the Financial Capacity.

Signature of the Bidder

FORM TECH-4

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference {improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities {comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPOND TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing }

a) ***Technical Approach and Methodology.***

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. }

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }

c) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

FORM TECH 5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

Deliverables	Days/Week/Month								
	1	2	...					N	Total
e.g. Phase1: Report A									
1) data collection									
2) drafting									
3) inception report									
4) incorporating comments									
5)									
6)									
Phase 2									
.....									

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

Name	Position	Expert's input (in person/month) per each Phase (listed in TECH-5)							Total time- input (in Months)
		F-1	F-2	F-3	F-...	F-...	F-...	
Key Experts									
K1: Mr- -	Leader								
K2:									

1. For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
3. "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Years with Firm/Entity	
Key Qualifications	Experience: Training:
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included. }

Period	Employing organization and your title/position. Contact info for references	Country

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:
{List all Phases/Activities as in TECH- 5 in which the Expert will be involved}

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

Name of Expert Signature Date {day/month/year}	Name of authorized Representative of the Consultant (the same who signs the Proposal) Signature Date {day/month/year}
--	---

FORM: BG-1 (for EMD)

SAMPLE FORM PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To:
Executive Engineer

.....

WHEREAS _____ {name and address of Bidder} hereinafter called _____ out _____ Project _____ Management _____ Consultancy _____ for _____ (hereinafter called the Contract);

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of Rs. {amount of Guarantee} _____ {in word}, such sum being payable Indian Rupees 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 Bidder 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 Works to be performed there under or of any of the Contract documents which may be made between you and the

Bidder 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 guarantee shall be valid until the date of issue of the Defects Liability Certificate.

SIGNATURE AND SEAL OF THE

GUARANTOR: _____
NAME OF BANK: _____
ADDRESS: _____
DATE: _____

FORM: BG-2 (for Performance Security)

SAMPLE FORM PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

In consideration of the Commissioner, South Delhi Municipal Corporation (hereinafter called "SDMC") having offered to accept the terms and conditions of the proposed agreement between and (Hereinafter called the said "Consultant) for the work (Hereinafter called the said agreement) having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees..... only) as a security/guarantee from the consultants for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (Hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay to the Government an amount not exceeding Rs..... (Rs.....only) on demand by the SDMC.
2. We do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, hereby on a demand from the SDMC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Consultant. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We, the said Bank, further undertake to pay to the SDMC any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the Consultant shall have no claim against us for making such payment.
4. We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the SDMC under or any virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the SDMC, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said consultants and accordingly discharges this guarantee.
5. We..... further agree with the SDMC that the SDMC (indicate the name of the Bank) shall have of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and

conditions of the said agreement or to extend time to performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the SDMC against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said consultant or for any forbearance, act of omission on the part of the SDMC any indulgence by the SDMC the said Consultant or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.
7. We..... Lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the SDMC in writing.
8. This Guarantee shall be valid up to, unless extended on demand by the SDMC. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rs.....only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the Day of
.....For.....(Indicate the name of the Bank)

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost {Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet;
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
(2) Reimbursables	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	

Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded

(i) {insert type of tax. e.g., VAT or sales tax}	
(ii) {e.g., Service Tax}	
(iii) {insert type of tax}	
Total Estimate for Indirect Local Tax:	

Section 6. Corrupt and Fraudulent Practices

Guidelines for Selection and Employment of Consultants

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

In pursuance of this policy, the Corporation:

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

(i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁵;

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁶;

(iii) "Collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁷;

(iv) "Coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁸;

(v) "Obstructive practice" is

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

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

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

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

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

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

8 For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

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

(d) will sanction a firm or an individual at any time, in accordance with prevailing Client’s sanctions procedures⁹, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time:

(i) to be awarded a Client-financed contract, and

(ii) to be a nominated¹⁰ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Client-financed contract.

9 A firm or an individual may be declared ineligible to be awarded a Client-financed contract upon (i) completion of the Client’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with Government and other government institution; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

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

Section 7.

Terms of Reference of the Assignment

1. Scope of work for Consultant and Expected Deliverables

The Scope of work for Consultant shall be as follows.

Phase 01: EOI

Phase 01.1.Submission of Inception and initial report/detailed report.

1. Collect the necessary data from SDMC.
2. Study the existing MSW disposal system at SDMC.
3. Prepare the inspection and initial report.

4. Phase 01.2 Submission of draft EOI & publishing in News paper

1. Preparation of EOI notification for SDMC, for pre-qualification bidding.
2. **Publishing of EOI on Newspapers**
3. Assistance to SDMC in completing the short listing of bidders received from EOI (technical evaluation, assistance to SDMC for pre bid meeting).

Phase 02: Tender Documents and Bid Process Management for PPP model

1. Collect all the necessary data from SDMC.
2. Study the existing tender process system of SDMC.
3. Prepare the Draft tender document.
4. Preparation of Final Tender notification on PPP mode.
5. Publishing of Tender Documents
6. Submission of Proposals by Concessionaires
7. Scrutiny of the received tender bids.
8. Assistance to SDMC in completing the short listing of bids received from the tender notification (technical & financial evaluation).
9. Assisting SDMC for issue of LOA to the selected Bidder
10. Assistance to SDMC in concluding the concession agreement with the selected bidder under PPP mode.

Phase 03: Project Monitoring Consultancy

1. **Assist** along with SDMC in monitoring the Implementation Plan prepared by the selected bidder.
2. Assistance SDMC as their technical experts in scrutinizing the proposed project.
3. Assistance SDMC in the periodical review of the project financial closure.
4. Assistance SDMC in the periodical review of the project implementation.

2. Project Timelines, Milestones, and Payment Schedule

Payment of the consultancy charges as per the contract agreement will be made by the SDMC on satisfactory completion of the Phases. The following schedule of payment shall be followed for phase wise:-

Component	Payment as part of total payment agreed upon
Along with the MOU	10%
Phase 01: EOI	
Submission of Inception and initial report/detailed report.	5 %
Submission of draft EOI & publishing in News paper	5%
Short listing of bidders	5%
Phase 02: Tender document	
Submission of Draft Tender Documents	10%
Submission of Final Tender document	10%
Issue of NIT, RFP	5%
Submission of Proposals	5%
Opening, evaluation and selection of Successful Bidder	10%
Issue of LOA	5%
Signing of Concessionaire Agreement	5%
Phase 03: Project Monitoring Consultancy	
Monitor Implementation plan of Concessionaire	15%
Periodic review of Financial closure & Implementation	10%

3. Team Composition

1. The project demands that the bidder have experienced staff in planning, detailed designing of Implementation and supervision of processing of MSW from different sources, ensuring deployment of attendants, keeping clean its surroundings [the designated sites], segregation & testing of garbage, O & M of various assets, weighing of garbage at SLF site and verification of concessionaire bill etc.

4. 7. Reporting Requirements and Submissions for Deliverables:

- (i) All reports are expected to be submitted Hard-form (1 copy) and Soft Form (CD – 1 copy). In addition, the Client may require the reports to be e-mailed to them as well.
- (ii) The data-bases created to be submitted in soft form in such formats as may be required by the IT department of the Client.

5. 8. Client's Input and Counterpart Personnel

- (a) Services, facilities and property to be made available to the Consultant by the Client:
 - (i) Conference Room and allied facilities for organizing workshop.
 - (ii) 1 Work area for Consultants at SDMC Civic Centre and its Jurisdiction: Consultant may use it for working on this project. However, No hardware/ software/ broadband/telephone etc. would be provided.
 - (iii) Access to information/ data available with the client.
 - (iv) Data required, will be provided to consultant in whatever shape it is available, if any with Client.

PART II
Section 8
Form of Contract

CONTRACT FOR CONSULTANT'S SERVICES

Project Name _____

Contract No. _____

Between

[Name of the Client]

And

[Name of the Consultant]

Dated:

I. Form of Contract

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”). *[If the Consultant 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 (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]*

WHEREAS

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

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) The General Conditions of Contract (including Attachment 1 “Policy on Corrupt and Fraudulent Practices);

(b) The Special Conditions of Contract;

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

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

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

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

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

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

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[Add signature blocks for each member if all are signing]

II General Conditions of Contract

A. General Provisions

1. Definitions	<p>(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b) “Applicable Guidelines” means the policies of the Corporation/ General Financial Rules governing the selection and Contract award process as set forth in this RFP.</p> <p>(c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</p> <p>(d) “Corporation” means the South Delhi Municipal Corporation.</p> <p>(e) “GCC” means General conditions of Contract.</p> <p>(f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.</p> <p>(g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the (GCC), (SCC), and the Appendices).</p> <p>(i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(j) “Day” means a calendar day.</p> <p>(k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(l) “Government” means the Government of NCT Delhi.</p> <p>(m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the</p>
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	<p>Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(o) “ITC” (Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(p) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants.</p> <p>(t) “SCC” means Special Conditions of Contract.</p> <p>(u) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(v) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(w) “TORs” (Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment</p> <p>(x) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
2. Relationship between the Parties	2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. Law Governing Contract	3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4. Language	4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or

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

A. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. Termination of Contract for Failure to Become Effective	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
14. Expiration of Contract	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
15. Entire Agreement	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. Modifications or Variations	<p>16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>16.2. In cases of substantial modifications or variations, the prior written consent of the Client is required.</p>
17. Force Majeure	
a. Definition	17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other

	<p>industrial action confiscation or any other action by Government agencies.</p> <p>17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<p>b. No Breach of Contract</p>	<p>17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
<p>c. Measures to be Taken</p>	<p>17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <p>(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or (b) continue with the Services to the extent reasonably possible, in</p>

	<p>which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p> <p>17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.</p>
18. Suspension	<p>18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>
19. Termination	<p>19.1. This Contract may be terminated by either Party as per provisions set up below:</p>
a. By the Client	<p>19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days" written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days" written notice in case of the event referred to in (e); and at least five (5) calendar days" written notice in case of the event referred to in (f):</p> <p>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;</p> <p>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;</p> <p>(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</p>

	<p>19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>
<p>b. By the Consultant</p>	<p>19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days" written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
<p>c. Cessation of Rights and Obligations</p>	<p>19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.</p>
<p>d. Cessation of Services</p>	<p>19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.</p>
<p>e. Payment upon Termination</p>	<p>19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant: (a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) in the case of termination pursuant to paragraphs (d) and (e)</p>

	<p>of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</p> <p>19.1.7 If the contract is terminated by client for breach of terms of agreement by the consultant, the client shall have powers to engage any other consultant to carry out balance work debeting to the consultant, any excess amount, so spent in doing so, if any.</p>
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B. OBLIGATIONS OF THE CONSULTANT

20. General	
a. Standard of Performance	<p>20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.</p> <p>20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.</p>
b. Law Applicable to Services	<p>20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p> <p>20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client’s country when</p> <p>(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p> <p>20.6. The Client shall notify the Consultant in writing of relevant local customs, and the</p>

	Consultant shall, after such notification, respect such customs.
21. Conflict of Interests	21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
a. Consultant Not to Benefit from Commissions, Discounts, etc.	21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment. 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Client's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
c. Prohibition of Conflicting Activities	21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d. Strict Duty to Disclose Conflicting Activities	21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. Confidentiality	22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

<p>23. Liability of the Consultant</p>	<p>23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.</p>
<p>24. Insurance to be Taken out by the Consultant</p>	<p>24.1 The Consultant</p> <p>(i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants", as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and</p> <p>(ii) At the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.</p> <p>24.2 INDEMNITIES:</p> <p>a) The Consultant shall be solely responsible for and shall indemnify and hold harmless the SDMC/ from all claims, liabilities and costs of action in respect of injury to or death of any person in the employment of the Independent Consultant or any of its Subcontractors.</p> <p>b) The Consultant shall indemnify and hold the SDMC/ harmless against all third-party claims of infringement of industrial design or intellectual property rights arising from the use or provision of the works, including any Plant, Construction Documents or Materials, or any part thereof.</p>
<p>25. Accounting, Inspection and Auditing</p>	<p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Client's prevailing sanctions procedures.)</p>

<p>26. Reporting Obligations</p>	<p>26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
<p>27. Proprietary Rights of the Client in Reports and Records</p>	<p>27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>
<p>28. Equipment, Vehicles and Materials</p>	<p>28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p>

C. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts	29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in Appendix B .
30. Replacement of Key Experts	30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants	<p>31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant’s Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement.</p> <p>31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p>31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>
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D. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions	<p>32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <p>(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.</p> <p>(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract.</p> <p>(c) Facilitate prompt clearance through customs of any property required for the Services</p>
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	<p>and of the personal effects of the Experts and their eligible dependents.</p> <p>(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client’s country according to the applicable law in the Client’s country.</p> <p>(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.</p> <p>(f) Provide to the Consultant any such other assistance as may be specified in the SCC.</p>
33. Access to Project Site	<p>33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.</p>
34. Change in the Applicable Law Related to Taxes and Duties	<p>34.1 If, after the date of this Contract, there is any change in the applicable law in the Client’s country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1</p>
35. Services, Facilities and Property of the Client	<p>35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.</p>
36. Counterpart Personnel	<p>36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant’s</p>

	<p>advice, if specified in Appendix A.</p> <p>36.2 Professional and support counterpart personnel, excluding Client’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
37. Payment Obligation	<p>37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.</p>

E. PAYMENTS TO THE CONSULTANT

38. Contract Price	<p>38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.</p> <p>38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.</p>
39. Taxes and Duties	<p>39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.</p> <p>39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.</p>
40. Currency of Payment	<p>40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.</p>
41. Mode of Billing and Payment	<p>41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.</p> <p>41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.</p> <p>41.2.1 <i>Advance payment:</i> Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance</p>

	<p>payments have been fully set off.</p> <p>41.2.2 <i>The Lump-Sum Installment Payments.</i> The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>41.2.3 <i>The Final Payment .</i>The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p> <p>41.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.</p>
<p>42. Interest on Delayed Payments</p>	<p style="text-align: center;">Not Applicable</p>

F. FAIRNESS AND GOOD FAITH

<p>43. Good Faith</p>	<p>43.1 The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
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G. SETTLEMENT OF DISPUTES

<p>44. Amicable Settlement</p>	<p>44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.</p>
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<p>45. Dispute Resolution</p>	<p>45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.</p>
<p>46 EVENT OF DEFAULT & PENALTIES</p>	<p>The role of Consultant has been described in detail. The consultant shall provide the services as per time schedule given in the document. In case of delay in any of the activity a penalty shall be applicable @ Rs.5000/- for the delayed period and if the delay exceeds more than 2 weeks' time, a termination notice shall be issued to Consultant. In case the delay is no any genuine grounds Consultant shall notify SDMC in writing and requests for appropriate time extension, in case SDMC finds it suitable can give the time to consultant.</p>

II. General Conditions

Attachment 1: Policy – Corrupt and Fraudulent Practices

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail :</p> <p>Consultant :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail :</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i></p> <p>For the Consultant: <i>[name, title]</i></p>
11.1	The effectiveness conditions are the following: <i>N/A</i>
12.1	Termination of Contract for Failure to Become Effective: The time period shall be 1 Year.
13.1	<p>Commencement of Services: The number of days shall be 10 <i>[ten]</i>.</p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>

14.1	Expiration of Contract: The time period shall be Till Completion of deliverables.
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3: Yes
23.1	<p>No additional provisions.</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the Client and discussed prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Client’s policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Client, any limitation of the Consultant’s liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant’s ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant’s liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Client. Also, the Consultant’s liability should never be limited for loss or damage caused by the Consultant’s gross negligence or willful misconduct. The Client does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client’s country.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of Rs 25 Lakh Rupees <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of “<i>in accordance with the applicable law in the Client’s country</i>”;</p> <p>(c) Third Party liability insurance, with a minimum coverage of “<i>in accordance with the applicable law in the Client’s country</i>”;</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in</p>

	the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate;
27.1	N.A.
27.2	<p>The Consultant shall not use these <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.</p> <p>The Client shall not use these <i>[insert what applies].....documents and software.....</i>] For purposes unrelated to this Contract without the prior written approval of the Consultant.]</p> <p>[Neither Party shall use these <i>[insert what applies.....documents and software.....</i>] for purposes unrelated to this Contract without the prior written approval of the other Party.]</p>
32.1 (a) through (e)	<i>[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.]</i>
32.1(f)	<i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).]</i>
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes. Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for" or "to"]</i> the Consultant. The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</i></p>
39.1 and 39.2	<p>As per provisions of Laws.</p> <p>No exemptions.</p>
41.2	The payment schedule: <i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i>
41.2.1	<i>No Advance Payments.</i>
41.2.4	<p>The accounts are: for foreign currency: <i>[insert account].</i></p> <p>For local currency: <i>[insert account].</i></p>
42.1	The interest rate is: NOT APPLICABLE

45.1

Disputes shall be settled by arbitration in accordance with the following provisions:

1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate professional body]*, for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[Government]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

The Arbitrator shall be Indian National, residing in Delhi.

The Consultant will not be entitled to raise any objection to any such Arbitrator on the ground that the Arbitrator is an Engineer/Officer of the SDMC/MCD or that he has to deal with the matters to which the contract relates or that in the course of his duties as an Engineer/Officer of the SDMC, he had expressed views on all or any of the matters in dispute or difference.

3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator; and designate another person to act as Arbitrator in accordance with the terms of the Agreement such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor.

The Award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the Agreement, subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications/amendments of or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration

	<p>proceedings under this clause.</p> <ul style="list-style-type: none"> a) The Award shall be made in writing within three months after entering upon the reference or within such extended time with mutual consent of the parties as the Sole Arbitrator shall by writing under his own hands make. b) The place of arbitration shall be New Delhi only. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the Indian Laws, only. c) Each Party shall bear the cost of preparing and presenting its own case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the arbitration award otherwise provides. The award of the arbitration panel shall be final and binding and neither Party shall be entitled to commence or maintain any action in a court of law upon the Dispute, except for the enforcement of an arbitral award granted pursuant to this part.
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client. Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.] When the Consultant has been selected under Quality-Based

Selection method, also add the following: “The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants” Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

Model Form I Breakdown of Agreed Fixed Rates in Consultant’s Contract We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below: (Expressed in [insert name of currency])*

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]