

MUNICIPAL CORPORATION, BHOPAL



REQUEST FOR PROPOSAL (RFP)

**REVIEW & UPDATAION OF MASTER PLAN AND PREPARATION OF DETAILED PROJECT
REPORT OF SOLID WASTE MANAGEMENT FOR BHOPAL CITY**

Part-I (Technical Proposal)

Cost of RFP Document: Rs. 5,000.00

February 2010

MUNICIPAL CORPORATION, BHOPAL
Office of the Project Manager, JnNURM
(Water Supply Distribution Network Project)
Municipal Corpration, Bhopal,
Harshavardhan Shopping Complex, Phase-II,
Matamandir, Bhopal-462003
Phone-0755-2701411, 2701677, 2701676, Fax-4252517
Web Site :- www.bhopalmunicipal.com

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Issued to :

Name & Address

.....
.....
.....

Money Receipt No.

Date:

Signature

SECTION 1. LETTER OF INVITATION



Municipal Corporation Bhopal

Office of the Project Manager, JnNURM
(Water Supply Distribution Network Project)
Municipal Corporation, Bhopal,
Harshvardhan Shopping Complex, Phase-II,
Matamandir, Bhopal-462003
Phone-0755-2701411, 2701677, 2701676, Fax-4252517

Request for Proposal for the appointment of the Consultant for “Preparation of The Master Plan and DPR for the Management of the Solid Waste in Bhopal City and Development of Existing Dumping Yard to Engineered Land Fill Site”

The Municipal Corporation of Bhopal (BMC) proposes to develop **The Master Plan and DPR for the Management of the Solid Waste in the Bhopal City** and to Develop Existing Dumping Yard to Engineered Land Fill Site which is to be sanctioned under Jawaharlal Nehru National Urban Renewal Mission (JNNURM) by the Government of India (GOI).

Time period for the project shall be 8 months project preparation and execution period as indicated in DPR. The appointed Consultant shall be responsible also for the preparation of the necessary Bid Documents, Bid Process Management and Supervision and Quality Control of the works to be taken based on this Master Plan and DPR.

S.No	Description of the Services	Estimated Time
1	Preparation of the Master Plan and DPR for Management of the Solid Waste for Bhopal City	6 months
2	Preparation of the Bid Documents for the appointment of the Contractors and consultant for Supervision and Quality Control of the implementation Works	2 Months after sanction of DPR
3	DPR for Development of the existing Dumping yard to Engineered Land Fill site	2 Months
4	Supervision and quality control of the works.	As per work scheduled given in DPR.

The time indicated above is the time from the Work Order to Commence the Services. The Consultants shall be responsible for appraisal from appraisal agency for getting the sanction of GOI for the DPR prepared.. The selection of the Consultant shall be on the basis of the Quality cum Cost Basis with 80% weightage to technical qualification and 20% weightage to financial proposal. Details of the minimum qualification are given in the RFP Documents.

The Request for Proposal (RFP) Document can be obtained from the office of City Engineer (Project), Harshwardhan Complex, Near Awanti Bai Chauraha, T.T. Nagar, Bhopal by paying demand draft/pay order from any nationalised bank of Rs 5000/- towards cost of Request for Proposal(RFP) document, in favour of “Commissioner, Bhopal Municipal Corporation” payable at Bhopal, during the office hours between 10:30 Hrs to 17:30 Hrs up to 04-02-2010. The document is available for perusal on our website www.bhopalmunicipal.com however the applicant will have to purchase the document from the office. The documents can also be obtained by post/courier upon written request accompanied by the requisite cost of the tender form and Rs 500/- as postal charges. However, BMC will not be responsible for any postal delay. The pre-bid meeting shall be convened on 20.01.2010 at 16.00 Hours at the office of City Engineer (Project), Harshwardhan Complex, Near Awanti Bai Chauraha, T.T. Nagar, Bhopal. The Last date for submission of Request for Proposal (RFP) is 05-02-2010 up to 15:00 Hours.

City Engineer (Project)
Bhopal Municipal Corporation

COMMISSIONER
Bhopal Municipal Corporation



Municipal Corporation Bhopal

Office of the Project Manager, JnNURM
(Water Supply Distribution Network Project)
Municipal Corporation, Bhopal,
Harshavardhan Shopping Complex, Phase-II,
Matamandir, Bhopal-462003
Phone-0755-2701411, 2701677, 2701676, Fax-4252517

Corrigendum No-1

Dated 25-01-2010

Request for Proposal for the appointment of the Consultant for “Preparation of The Master Plan and DPR for the Management of the Solid Waste in the Bhopal City and Development of Existing Dumping Yard into Engineered Land Fill Site ”

Scope of RFP is changed as follows:-

S.No	Description of the Services	Estimated Time
1	Review and updation of the master plan for solid waste management prepared under Project Uday	2 months
2	Preparation of DPR for solid waste management for Bhopal city excluding development of Adampur Chhaoni land fill site which is proposed to be executed under Project Uday.	4 Months
3	DPR for conversion of the Existing Dumping Yard in to transfer station.	2 Months
4	Preparation of Bid Document for SQC work for all works proposed in DPR.	1 Months

Date of pre bid/ submission and opening are also extended as below :-

Date of pre bid meeting **15.02.2010 at 4.00 p.m.**
RFP document available for sell up to **05.02.2010,**
Last date of Submission of RFP document **26.02.2010, 3.00 p.m.**
RFP document available on website from date **05.02.2010**

Project Manager
Bhopal Municipal Corporation
(M.P.)

COMMISSIONER
Bhopal Municipal Corporation
(M.P.)



Municipal Corporation Bhopal

Office of the Project Manager, JnNURM
(Water Supply Distribution Network Project)
Municipal Corporation, Bhopal,
Harshavardhan Shopping Complex, Phase-II,
Matamandir, Bhopal-462003
Phone-0755-2701411, 2701677, 2701676, Fax-4252517

Corrigendum No-2

Dated 08.02.2010

Request for Proposal for the appointment of the Consultant for “Preparation of The Master Plan and DPR for the Management of the Solid Waste in the Bhopal City and Development of Existing Dumping Yard into Engineered Land Fill Site ”

Date of issue of bid document / prebid meeting / submission and opening are extended as below:-

RFP document available for sell from	18.02.2010,
RFP document available on web site	19.02.2010,
Date of prebid meeting	26.02.2010 at 4.00 p.m
Last date of purchase and Submission of RFP document	12.03.2010, 3.00 p.m.
Date of opening of RFP documents	12.03.2010, 3.30 p.m.

All other terms and conditions will remain unchanged

Project Manager
Bhopal Municipal Corporation
(M.P.)

COMMISSIONER
Bhopal Municipal Corporation
(M.P.)

SECTION II

INSTRUCTIONS TO CONSULTANTS

A. GENERAL

1. Definitions

- (a) "Employer/client" means the Bhopal Municipal Corporation represented by the Commissioner, Bhopal Municipal Corporation or his authorized representative with whom the selected consultant signs the contract for the services.
- (b) "Consultant" means any entity or person that provides the services to the Employer under the contract.
- (c) "Contract" means the contract signed by the parties along with all attached documents listed in the RFP (Tender Document Part -I & II).
- (d) "Data Sheet" means such part of the Instructions to Consultants as are used to reflect assignment conditions.
- (e) "Day" means a calendar day.
- (f) "Government" means the Government of Madhya Pradesh.
- (g) "Instructions to Consultants" (Section II of the RFP) means the document which provides consultants all information needed to prepare their proposals.
- (h) "Personnel" means professionals and support staff provided by the consultant and assigned to perform the services in full or in any part thereof.
 - a. "Foreign Personnel" means such professionals and support staff, who at the time of being so provided had their domicile outside the Employer's country.
 - b. "Local Personnel" means such professionals and support staff, who at the time of being so provided had their domicile inside the Employer's country.
- (i) "Proposal" means the Technical Proposal (Tender Document Part I – Technical Bid) and the Financial Proposal (Tender Document Part II – Price Bid).
- (j) "RFP" means the Request For Proposal prepared by the Employer for the selection of consultants.
- (k) "Services" means the work performed by the Consultant pursuant to the Contract.
- (l) "Terms of Reference" (TOR) means the document included in the RFP as Section V, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant and expected results and deliverables of the assignment.

2. Introduction

The Employer named in the Data Sheet will select a consulting firm/ organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.

The Consultants are invited to submit a Technical Proposal and a Financial Proposal 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 contract negotiations and ultimately for a signed contract with the selected Consultant. Consultants should familiarize themselves with local conditions before preparing their proposals.

Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer 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 Consultants.

3. Project Background

Bhopal city has been selected by the Government of India for its integrated urban development under the Jawaharlal Nehru National Urban Renewal Mission (JNNURM). The City Development Plan (CDP) for Bhopal city was prepared and has been approved by Government of India and is available at the Website of Ministry of Urban Development, Government of India (<http://urbanindia.nic.in/moud/moud.htm>). Improvement of Solid Waste Management in the city is one of the priority areas identified in the CDP and is planned to be implemented under JNNURM. The firms are advised to go through the provisions of the approved CDP for better appraisal.

4. Source of Funding

The work will be funded by Government of India, Government of Madhya Pradesh and Bhopal Municipal Corporation in ratio of 50:20:30 as per norms of JNNURM.

5. Eligibility

5.1 A Bidder shall have nationality of India. A Bidder shall be deemed to have the nationality of India if the bidder is constituted / incorporated and operates in conformity with the provisions of the laws of India.

5.2 A firm that is under a declaration of ineligibility by the Central / State Governments at the date of the deadline for bid submission or thereafter, shall be disqualified.

5.3 A firm that meets the minimum eligibility criteria indicated in the data sheet.

5.4 The firms shall provide such evidence of their continued eligibility satisfactory to the Authority, as the authority shall reasonably request. The firms are eligible to participate in the bid subject to fulfillment to the above conditions (clauses 5.1 to 5.3).

5.5 The Joint Venture (JV) or consortium (1+1) will be allowed.

In case of joint venture (JV) the lead partner should meet minimum 40% requirement and each partner should meet 25% requirement and collectively they should meet the over all requirement.

5.6 The firms shall have to fulfill the following criteria in addition to other requirements of the RFP.

a) The firms participating in the bid shall furnish the firm registration or Article of Association certificate of incorporation as per Companies Act 1956, latest ITC, as applicable, power of attorney of the authorized representative, audited balance sheet for last 3 years along with the technical bid.

b) Consultants of foreign nations who are operating in conformity with the laws of India shall submit certificate of registration from ROC along with other statutory requirements as applicable under Govt. of India and local authorities.

6. History of Litigation and Criminal Record

6.1. If any criminal cases are pending against the consultant (him/her/ partners) at the time of submitting the tender, then the tender shall be summarily rejected. In such a case, the consultant shall submit an affidavit to the effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true.

- 6.2. In case it is detected at any stage that the affidavit is false, he will abide by the action taken by the Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge without approaching any court whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him.
7. Consultants shall not be eligible to tender for consultancy in case any of his near relatives are working in the cadre of an Assistant Engineer /Assistant Executive Engineer and above in the Engineering Section or a Senior Assistant and above in the Accounts / Audit / Administrative sections. Near relatives include
- a. Sons, step-sons, daughters, step-daughters
 - b. Sons-in-law and daughters-in-law
 - c. Brothers-in-law and sisters-in-law
 - d. Brothers and Sisters
 - e. Father and mother
 - f. Wife / Husband
 - g. Father-in-law and mother -in-law
 - h. Nephews, nieces, uncles, aunts
 - i. Cousins and in addition
 - j. Any person residing with the contractor, whether related or not

8. Other Requirements

- 8.1. The tender shall be summarily rejected if consultant is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.
- 8.2. The tender shall also be summarily rejected if he has a record of performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion and / or financial failure.
- 8.4 In addition to the above, even while executing the work, if it is found that he produced false / fake certificates in his tender, he will be blacklisted.

9. Cost of Tendering

The Consultant shall bear all expenses associated with the preparation and submission of his tender and the Commissioner, Bhopal Municipal Corporation, Bhopal shall in no case be responsible or liable for reimbursement of such expenses, regardless of the conduct or outcome of the tendering process.

10. Site Visit

The Consultant is advised to visit and examine Bhopal Municipal Corporation area and its surroundings and obtain for himself at his cost and responsibility all information that may be necessary for preparing the tender and quoting rates.

B. TENDER DOCUMENTS

12. Tender Documents

- 12.1 A set of Tender Documents comprising of the Technical Bid and the Price Bid includes the following together with all Addenda thereto, which may be issued in accordance with Clause 13 and Clause 14.

PART- I : Technical Bid

Section I	:	Letter of Invitation
Section II	:	Instruction to Consultants including Data Sheet
Section III	:	Technical Proposal – Standard Forms
Section IV	:	Conditions of Contract
Section V	:	Terms of reference (TOR)
Section VI	:	Schedules of Supplementary Information
Schedule A	-	Income Tax PAN No
Schedule B	-	General Power of Attorney

PART – II : Price Bid

Annexure A	:	Financial Proposal Format
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- 12.2. The Consultant is expected to examine carefully all instructions, terms of reference, tender conditions, forms, appendices to tender, addenda in the tender documents. Failure to comply with the requirements of tender submission will be at the consultant's own risk.
- 12.3. **The firms who wish to participate in the bidding process shall deposit the cost towards tender document (non-refundable) of Rs. 5,000.00 (Rupees five thousand) only in the form of an account payee Demand draft in favour of Commissioner, Bhopal Municipal Corporation, payable at any Nationalized / Scheduled Bank at Bhopal.**

13. Clarification of Tender Documents

- 13.1 The consultant shall carefully examine the tender documents and be fully informed of all the conditions and matters, which may in any way affect the work or the cost thereof. Should a consultant find any discrepancy in or omission from the specification or any other of the tender documents or should he be in doubt as to their meaning, he should immediately address a query in writing or by fax to the authority given in Sub-Clause 26.6.

14. Amendment of Tender Documents

- 14.1 At any time prior to the dead line for submission of tenders, the Commissioner, Bhopal Municipal Corporation, or authorized officer – in - charge may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective consultants, modify the tender documents by issuing an Addendum.
- 14.2. Such addenda will be sent to all the firms/website and will be binding upon them. The consultant shall give a certificate in the affidavit as described in Schedule F.
- 14.3. In order to afford prospective consultants reasonable time to take such addenda into account in preparing their tenders, the Commissioner, Bhopal Municipal Corporation, or authorized officer – in - charge at his discretion, may extend the dead line for the submission of tenders in accordance with Clause 27, if necessary.

C. PREPARATION OF TENDER DOCUMENT

15. Language of the Documents

All documents relating to the Tender shall be in the English language.

16. Documents Comprising the Tender

- (a) Technical Bid (Part-I of Tender Document)
- (b) Price Bid (Part-II of Tender Document)
- (c) All documents stipulated at Clause-5 & elsewhere in the RFP

17. Sufficiency of Tender

The consultant shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matters and things necessary for the successful accomplishment of the services / assignments. Any short listed consultant whose price bid is very low and is not workable as per the scope of work / services / team required for successful completion of the assignment shall be disqualified (to be decided by the authority competent)

18. Preparation of Proposal

- 18.1. The Proposal (please see para 2) as well as all related correspondence exchanged by the employer & the consultant shall be written in the language specified in the Data Sheet.
- 18.2. In preparing the proposal, the consultant is expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.

19. Technical Proposal Format and Content

The Consultant is required to submit a Full Technical Proposal (FTP). Section-III of RFP indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of a Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs (clause 19.1 to 19.6) using the attached Standard Forms (Section III). A page is considered to be one printed side of A4 or letter size paper.

- 19.1. The FTP shall contain a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, on assignments of a similar nature in Form TECH-2 of Section III. For each assignment, the outline should indicate the names of professional staff who participated, duration of the assignment, contract amount, and the consultant's involvement. Information should be provided only for those assignments for which the consultant was legally contracted by the authority. Assignments completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the consultant, but can be claimed by the professional staff themselves in their CVs. The consultant should be prepared to substantiate the claimed experience if so requested by the client. Form TECH-3 of Section-III is meant for comments and suggestions on the TOR to be provided by the consultant.
- 19.2. A description of the approach, methodology and work plan for performing the assignment covering the following subjects shall be furnished:
 - a) Technical approach and methodology,
 - b) Work plan, and organization and,
 - c) Staffing schedule.

Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section III. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section III) which will show in the form of a bar chart the timing proposed for each activity.

- 19.3. The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks shall be furnished (Form TECH-5 of Section III).
- 19.4. Estimates of the staff input (staff-months of local professionals) needed to carry out the assignment shall be furnished (Form TECH-7 of Section III). The staff-months input should be indicated separately for home office and field activities, and for local professional staff.
- 19.5. CVs of the key professional staff furnished need be signed by the staff themselves or by their authorized representatives (Form TECH-6 of Section III).
- 19.6. The Technical Bid shall not include any financial information related to the Price Bid. A Technical Bid containing financial information related to the Price Bid shall be declared non responsive.

20. The Financial Proposal

- 20.1. The consultancy services shall be provided as described in the data sheet & elaborated in the terms of reference (TOR) at Section-V. The tenderers shall quote their offer on % (percentage) basis in the prescribed format given in Annexure A, Price bid in no other format shall be accepted. The amount will be calculated as described in the Data Sheet.
- 20.2. The offer shall be inclusive of all costs associated with the assignment including remuneration towards manpower, cost of T&P, logistics, software, hardware, consumables, infrastructure backup, firm's overhead costs, miscellaneous expenses, profit etc. The offer shall also be inclusive of all duties, levies, taxes (except service tax which shall be separately reimbursable) of the Central and State Govt. Further it shall also include all other expenses incidental thereto for successful accomplishment of the services in conformity with the TOR given at Section-V.
- 20.3. The effect of any increase / decrease of any type of taxes levied by the Government after the date of opening of bid shall be borne by the client, as appropriate.
- 20.3. The consultant should make realistic assessment of the exhaustive nature of work and the extent of expert technical and managerial inputs and resources required to carry out the services included in the TOR diligently to achieve high quality outputs & deliverables within the stipulated time and quote their offer accordingly.
- 20.4. The rate quoted by the Consultant shall be firm.

21. Tender Validity

- 21.1. The Data Sheet indicates how long the consultant's proposal must remain valid after the submission date. During this period, the consultant shall maintain the availability of professional staff nominated in the proposal. The employer will make its best effort to complete negotiations within this period. However, should a need arise; the employer may request the consultant to extend the validity period of the proposal.
- 21.2. Consultants who do not agree to this may refuse to extend the validity of their proposals without forfeiting the EMD.
- 21.3. A Consultant agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD.
- 21.4. A Consultant who withdraws his tender without a valid reason (to be decided by the authority competent to accept the tender) shall be disqualified for tendering further works under Bhopal Municipal Corporation and Government of Madhya Pradesh.

22. Authorization, Corrections, Erasures etc. in Tender Papers

- 22.1. The tender document shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the consultant to the contract. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the tender. All pages of the tender where entries or corrections have been made shall be initialed by the person or persons signing the tender.
- 22.2. The completed tender shall be without any alterations, inter-relations or erasures except those which accord with instructions given by the Commissioner, Bhopal Municipal Corporation, or authorized officer-in-charge, Bhopal or as may be necessary to correct errors made by the consultant and in the later case, any such correction shall be initialed by the person or persons signing the tender.

23. Earnest Money Deposit

- 23.1 The Consultant shall **furnish Earnest Money Deposit (EMD) of Rs.1, 00,000/- (One Lakh only) along with the tender documents. This EMD can be in the form of Fixed Deposit Receipt / Demand Draft from nationalized / scheduled bank duly pledged in favour of the Commissioner, Bhopal Municipal Corporation Bhopal.** Since the project is a re-tender, the consultants who have already participated in the earlier tender and submitted the EMD, shall submit only the balance amount of EMD in this tender.
- 23.2 The EMD of unsuccessful consultants shall be returned after the tender is finalized or end date of the Tender validity period which ever is earlier.
- 23.3 The earnest money deposited by the successful consultant will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.**
- 23.4. The EMD shall be forfeited if (a) a successful tenderer fails to sign the Agreement for whatever reason, or (b) a consultant withdraws the tender during the validity period of tender.
- 23.5. In consideration of the Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest money deposited by the tenderer will be forfeited in the event of such tenderer either modifying or withdrawing his tender at his instance within the validity period.

24. Signing of Tenders

- 24.1. If the tender is made by an individual, it shall be signed with his full name and his address shall be given.
- 24.2. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall sign his own name and in such a case the name and address of each member of the firm shall be given.
- 24.3. If the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such a corporation may be required before the contract is executed, to furnish evidence of its corporate existence.

The tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be initialed by the person signing the Tender.

24.4. No alteration made by the tenderer in the contract form, the conditions of the contract, statements/formats accompanying the tender shall be recognized and in case of any alterations made by the tenderer, the tender will be void.

25. Clarification on and Amendment to RFP Document

25.1. Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Data Sheet. The Employer will respond to this in writing or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 25.2.

25.2. At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give the consultants a reasonable time to take into account the amendment into their proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of proposals. The purpose of this is to clarify issues on any matter a tenderer may raise concerning the tendering of the works.

D. SUBMISSION OF TENDERS

26 Sealing and Marking of Tenders

26.1 The signed tender documents shall be submitted in sealed covers.

26.2 Tender document Part – I: Technical Bid (one original and one duplicate) and Part – II: Price Bid shall be submitted in separate sealed covers marking cover-A and cover-B respectively.

26.3. The consultant shall ensure that the sealed covers (cover-A and cover-B) shall bear the consultant's name and address.

26.3 The sealed Covers shall bear the following identification marks.

- a. Technical Bid / Price Bid
- b. Tender Notice No. _____ Date. _____
- c. Name of Work: _____
- d. The name and address of the Consultant
- e. The name and address of the officer to whom the tender is to be submitted, as detailed in Sub-clause 26.6.

26.5 The sealed covers A and B shall be kept in another cover C and shall bear the following information.

- a) Tender Notice No. _____ Date. _____
- b) Name of Work: _____
- c) DO NOT OPEN BEFORE _____ (the time and date specified in Sub-clause 23.1).
- d) The name and address of the Consultant.
- e) The name and address of the officer to whom the tender is to be submitted, as detailed in Sub-clause 26.6.

- 26.6 The completed sealed cover C shall be sent to the following address so as to reach him before the time and date specified for receiving the tenders (see Sub-clause 27.1)

Commissioner
Office of the Project Manager, JnNURM
(Water Supply Distribution Network Project)
Municipal Corporation, Bhopal,
Harshavardhan Shopping Complex, Phase-II,
Matamandir, Bhopal-462003
Phone-0755-2701411, 2701677, 2701676, Fax-4252517

- 26.7 If the tender is received unsealed or in damaged condition such that contents are lost or damaged, the authority will assume no responsibility for any such the misplacement or premature opening of the tender. Such a tender shall be summarily rejected. Any tender opened prematurely either because of any other damage to the cover or because of inadequate identification, as specified in Sub-Clause 26.3, will also be rejected.

27. Deadline for Submission of Tenders

- 27.1 Tenders shall be received in the office of the officer designated in sub-clause 26.6 by -----on --
-Hrs They may be deposited in the tender box or forwarded by post or through courier. The risk and responsibility for loss, delay, damage to the seal etc. shall be of the consultant.
- 27.2. If the date of submission of tenders is declared a holiday the next working day will be treated as the last date for submission of tenders.
- 27.3 The tender should be in the prescribed form as described in Clause 12.
- 27.3 The Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge may, at his discretion, extend the dead line for submission of tenders by issuing an amendment in accordance with Clause 14, in which case all rights and obligations of the Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge and of the tenders which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

28. Late Tenders

Any tender received after the time and date fixed for submission of tenders as stated in Clause 27, or as subsequently extended by the Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge will be returned to the tenderer unopened.

29. Modification and Withdrawal of Tenders

- 29.1 The consultant may modify or withdraw his tender, provided that the notice of modification or notice of withdrawal is received in writing by the Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge prior to the prescribed dead line for submission of tenders.
- 29.2 The consultant's notice of modification or notice of withdrawal shall be prepared, sealed, marked "Modification" or "Withdrawal" as appropriate and delivered in accordance with Clause 26.
- 29.3 No tender shall be allowed for being modified after the deadline of submission of tenders.
- 29.4 Withdrawal of a tender by a consultant during the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in the Form of Tender shall result in the forfeiture of the EMD pursuant to Clause 23.

E. TENDER OPENING AND EVALUATION

30. Tender Opening

- 30.1 Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge will open the tenders (cover C and then cover A containing Technical Bids) and any **submissions made pursuant to Clause 29, in his office at -----Hrs on -----** in the presence of the consultants or their authorized representatives, who choose to attend. They would be required to sign a register as evidence of their attendance.
- 30.2 Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 29, shall not be opened and shall be returned to the consultant on completion of the tender acceptance process.
- 30.3 Covers of the remaining tenders shall be examined and their conditions will be noted. Any tender in which the cover is found unsealed or damaged will be rejected and minuted.
- 30.4 A tender shall be rejected if
- a) Sealed cover B containing Price Bid is not enclosed
 - b) Price Bid is enclosed along with Technical Bid in cover A
 - c) Cost of tender document / receipt of purchase is not enclosed with technical bid
 - d) EMD as per Clause 23 is not enclosed
 - e) Proof of eligibility and qualifications is not enclosed
 - f) PAN is not enclosed
 - g) Power of Attorney is not enclosed
 - h) Other documents as per clause-5 of Instruction to Consultants
- 30.5. Any such conditions shall be minuted and the cover 'B' shall not be opened. It shall then be kept in the safe custody of the Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge until the tender process is finished. The cover "B" shall be opened only for those bidders who qualify in the technical evaluation as described at clause 33.
- 30.6 The Commissioner, Bhopal Municipal Corporation, or authorized officer –in– charge shall prepare, for his own record, minutes of the tender opening, including the information disclosed to those present in accordance with sub-clause 30.1.

31. Clarification on tenders from tenderers

To assist in the scrutiny, evaluation and comparison of the tenders, the Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge may ask consultants individually for clarification on their tenders. The request for clarification and response shall be in writing or by mail. However, no change in the tender amount/rate or substance shall be sought, offered or permitted by the Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge during the evaluation of the tenders.

32. Determination of Responsiveness

- 32.1 Prior to the detailed evaluation of tenders, Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge will determine whether each tender has been submitted in the proper form and whether it is substantially responsive to the requirements of the tender documents. Tenders, which have not been submitted in the proper form, will be rejected.
- 32.2 Any tender which is not substantially responsive to the requirements of the tender documents will be rejected by the Commissioner, Bhopal Municipal Corporation, or authorized officer – in –

charge. Such a tender shall not be allowed subsequently to be made responsive by the consultant by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

33. Proposal Evaluation

- 33.1. From the time the proposals are opened to the time the contract is awarded, the consultants should not contact the client on any matter related to its Technical and/or Financial Proposal.
- 33.2. Any effort by a consultant to influence the client in any form directly or indirectly during the examination, evaluation, ranking of proposals, and recommendation for award of the contract may result in the rejection of the consultant's proposal.
- 33.3. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

33.4. Evaluation of Technical Proposals

- 33.4.1. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St).
- 33.4.2. A Proposal shall be rejected at this stage if it does not respond to required aspects of the RFP, or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 33.4.3. During technical evaluation, the tenderers will have to make a presentation on their technical proposal before the Evaluation Committee. The date of such presentation shall be intimated to them in writing.

33.5. Evaluation of Financial Proposals :

- 33.5.1. After the technical evaluation is completed, the Employer shall inform in writing the consultants, who have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals (Price Bids). The Financial Proposals of unqualified consultants will be returned unopened after completion of the selection process.
- 33.5.2. Financial Proposals shall be opened in presence of the consultants' representatives, who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- 33.5.3. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount or between words and figures the amount in words will prevail.

33.6. Quality and Cost Based Selection (QCBS)

The offers shall be evaluated in QCBS method as per the Guidelines of World Bank for Selection of Consultants 2004. In this system, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be 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) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will only be invited for negotiations.

34. Negotiations

- 34.1 Negotiation will be held at the office of the client and will require a week's time.
- 34.2 Expenses for negotiations shall not be reimbursed.
- 34.3 Negotiation will be on technical/financial proposal including the proposed methodology (work plan), staffing and any suggestions made to improve the TOR, the staffing and bar charts, which will indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.
- 34.4 The negotiations will be concluded with a review of the draft form of contract. The client and the consultants will finalize the contract to conclude negotiations.
- 34.5 If in case only one bidder participate and / or only one bidder gets selected after technical evaluation, then keeping in view the time constraints of the mission (JNNURM) and in the interest for the development of capital city of Bhopal, the department will negotiate only as per Clause 34.3 with the single selected bidder and award the contract.

F. AWARD OF CONTRACT

35. Award Criteria:

- 35.1. After completing negotiations the client shall award the contract to the selected consultant. Financial proposal of unsuccessful bidders shall be returned un-opened before the opening of the financial proposal of the highest ranked (combined technical and financial) firm.
- 35.2. The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

36. Process to be Confidential

- 36.1 After the opening of tenders as per Clause 30 & 33, information relating to examination, clarification, evaluation and comparison of tenders and recommendations, concerning to the award of contract shall not be disclosed to the consultants or any other persons, officially not concerned with the process, until the award of the contract to the successful consultant has been announced.
- 36.2 Any effort by any consultant to influence the Department officials in the scrutiny, clarification, evaluation and comparison of tenders, and in any decisions concerning award of a contract, may result in the rejection of their Tender.

37. Notification of Award

- 37.1 Prior to the expiration of the Tender validity period prescribed in the Data Sheet, the Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge will notify the successful consultant by fax, letter or in some other written form, that his tender has been accepted. This letter, hereinafter called “Letter of Acceptance (LoA)”, will confirm the tender rate which will apply to the services to be rendered by the consultant during the contract period.

37.2 The LOA will constitute notification of the intention of the employer to enter into a contract with the consultant for the consultancy services under this contract.

38. Signing of Agreement

On receipt of the LOA, the successful consultant shall submit the performance security equivalent to 5% of the total cost of contract and shall be in the form of Bank Guarantee issued by any nationalized / schedule bank subsequently signing the agreement with the Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge within 15 days from the date of issue of LOA.

SECTION II (continued)

DATA SHEET

Ref. Sl. No.	Description
1.	Name of the employer: Commissioner, Bhopal Municipal Corporation, Bhopal.
2.	Method of selection: Quality and Cost Based Selection [QCBS]
3.	Name of the assignment: Review & updation of Master Plan And Preparation of Detailed Project Report Of Solid Waste Management For Bhopal City
4.	Scope of proposed Consultancy Services: Commissioner, Bhopal Municipal Corporation, Bhopal intends to appoint Consultant for review & updation of Master Plan and preparation of DPR for Solid Waste Management of Bhopal City under JNNURM. The detailed scope of work is enumerated in Section-V of this document.
5.	Financial Proposal (Tender Document- Part-II: Price Bid) to be submitted together with Technical Proposal (Tender Document Part-I: Technical Bid) in separate covers as detailed at Clause-26.: Yes Provision for Solid Waste Management in CDP document is Rs.39.52 Crores on which financial offer shall be given. After sanction of JnNURM final amount of Consultancy shall be decided on approved amount.
6.	The bidder must meet the following minimum eligibility criteria: <ul style="list-style-type: none"> • Should be in existence atleast from the last 5 years in India. • Should have annual turnover of not less than Rs 20 Crores in the last three financial years. • Should have experience of preparation of Master Plan and DPR of Municipal Solid Waste Project in Urban area in India in the last 5 years and among these projects atleast one project should be of an Urban area having MSW generation more than 400 MT / day.

15.	Proposals shall be submitted in the following language: English
19.	The format of the Technical Proposal to be submitted is: FTP
20.1	<p>The bidder will quote on percentage of the project cost basis. The total cost to be included in the DPR will have two components first one would be cost of implementation of project of segregation, collection, transportation, disposal & DPR for conversion of the existing dumping yard in to transferstation (which needs to be calculated as a part of DPR scope under this assignment) and the second would be of cost of development of engineered landfill site (this cost will be provided by BMC) which is being considered under ADB funded Uday Project also. Hence, while calculating the consultancy fee for this assignment approved cost of only the first component will be considered.</p> <p>The payment for the initial milestones, indicated in the payment schedule, will be made to the consultant on the basis of initial estimate prepared by the consultant in the inception report. However, the final estimate should not vary more than 25% of the initial estimate.</p>
21.	Proposals must remain valid for 180 days after the due date for submission.
25.	<p>Clarifications may be requested not later than 15 days before the due submission date.</p> <p>The address for requesting clarifications and venue for the pre bid meeting is:</p> <p>Commissioner Office of the Project Manager, JnNURM (Water Supply Distribution Network Project) Municipal Corporation, Bhopal, Harshavardhan Shopping Complex, Phase-II, Matamandir, Bhopal-462003 Phone-0755-2701411, 2701677, 2701676, Fax-4252517</p>
26.	Consultant must submit one original and one copy of the Technical Proposal, and one original of the Financial Proposal.
26.	<p>The Tender submission address is:</p> <p>Commissioner Office of the Project Manager, JnNURM (Water Supply Distribution Network Project) Municipal Corporation, Bhopal, Harshavardhan Shopping Complex, Phase-II, Matamandir, Bhopal-462003 Phone-0755-2701411, 2701677, 2701676, Fax-4252517</p> <p>Proposals must be submitted no later than the following date and time: ----- upto ----- - hours.</p>

30.	<p>The venue for tender opening is: Office of the Project Manager, JnNURM (Water Supply Distribution Network Project) Municipal Corporation, Bhopal, Harshavardhan Shopping Complex, Phase-II, Matamandir, Bhopal-462003 Phone-0755-2701411, 2701677, 2701676, Fax-4252517 The tender (Technical Bid) will be opened on following date and time: ----- upto ----- hours.</p>																																																												
33.	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table border="1" data-bbox="321 590 1398 1339"> <thead> <tr> <th>Sr. No.</th> <th>Parameter</th> <th>Max. Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Specific experience of the consultants related to the Assignment</td> <td>25</td> </tr> <tr> <td>A</td> <td>Experience in Preparation of Solid Waste Management Plans for Urban towns in India of at least 450Mt per day.</td> <td>15</td> </tr> <tr> <td>B</td> <td>Experience in preparation of DPR & Detailed Design for similar project with landfill site.</td> <td>5</td> </tr> <tr> <td>C</td> <td>Experience of Consultant in Preparation of DPR on the basis of treatment / disposal Capacity of the waste.</td> <td>5</td> </tr> <tr> <td>2</td> <td>Adequacy of the proposed work plan and methodology in responding to the TOR</td> <td>25</td> </tr> <tr> <td>A</td> <td>Understanding of ToR</td> <td>5</td> </tr> <tr> <td>B</td> <td>Methodology Statement and Approach for Design</td> <td>15</td> </tr> <tr> <td>C</td> <td>Scheduling / Work plan and resource commitment</td> <td>5</td> </tr> <tr> <td>3</td> <td>Qualifications and competence of the key professional staff (DPR Stage) for the Assignment</td> <td>40</td> </tr> <tr> <td>4</td> <td>Technical Presentation on Project Preparation & Methodology</td> <td>10</td> </tr> <tr> <td></td> <td>Total Points</td> <td>100</td> </tr> </tbody> </table> <p>Break up for S.No.3 (Qualifications and competence of the key professional staff are:</p> <table border="1" data-bbox="310 1413 1411 1927"> <thead> <tr> <th>Sl.No.</th> <th>Proposed Position</th> <th>Minimum Academic Qualification</th> <th>Maximum points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader</td> <td>Postgraduate in civil engineering with specialization in PHE / Environmental Engineering / PG in Environmental Management</td> <td>10</td> </tr> <tr> <td>2</td> <td>Sr. Engineer (Solid Waste Management)</td> <td>M.Tech in Environmental Engineering</td> <td>8</td> </tr> <tr> <td>3</td> <td>Environmental Engineer</td> <td>M.Tech in Environmental Engineering</td> <td>8</td> </tr> <tr> <td>4</td> <td>Mechanical Engineer</td> <td>Post Graduate in Mechanical engineering</td> <td>8</td> </tr> <tr> <td>5</td> <td>Structural Engineer</td> <td>Post Graduate in structural engineering</td> <td>6</td> </tr> </tbody> </table>	Sr. No.	Parameter	Max. Points	1	Specific experience of the consultants related to the Assignment	25	A	Experience in Preparation of Solid Waste Management Plans for Urban towns in India of at least 450Mt per day.	15	B	Experience in preparation of DPR & Detailed Design for similar project with landfill site.	5	C	Experience of Consultant in Preparation of DPR on the basis of treatment / disposal Capacity of the waste.	5	2	Adequacy of the proposed work plan and methodology in responding to the TOR	25	A	Understanding of ToR	5	B	Methodology Statement and Approach for Design	15	C	Scheduling / Work plan and resource commitment	5	3	Qualifications and competence of the key professional staff (DPR Stage) for the Assignment	40	4	Technical Presentation on Project Preparation & Methodology	10		Total Points	100	Sl.No.	Proposed Position	Minimum Academic Qualification	Maximum points	1	Team Leader	Postgraduate in civil engineering with specialization in PHE / Environmental Engineering / PG in Environmental Management	10	2	Sr. Engineer (Solid Waste Management)	M.Tech in Environmental Engineering	8	3	Environmental Engineer	M.Tech in Environmental Engineering	8	4	Mechanical Engineer	Post Graduate in Mechanical engineering	8	5	Structural Engineer	Post Graduate in structural engineering	6
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iii) Experience in region & language	10								
	The minimum technical score (St) required to pass is: 75 Points								
33.4.1.	<p>The formula for determining the financial scores is the following: The Financial Proposal (F) shall be the arithmetic sum of Total Costs, as indicated in Price Bid. $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: $T = 0.80$, and $P = 0.20$</p>								
33.5.1.	The date of opening of Financial Proposal shall be intimated to the qualified bidders separately after the technical evaluation is over.								
34.	<p>Expected date and address for contract negotiations: Date: </p> <p>Office of the Project Manager, JnNURM (Water Supply Distribution Network Project) Municipal Corporation, Bhopal, Harshavardhan Shopping Complex, Phase-II, Matamandir, Bhopal-462003 Phone-0755-2701411, 2701677, 2701676, Fax-4252517</p>								
35.2.	<p>Expected date for commencement of consulting services: </p>								

SECTION III

TECHNICAL PROPOSAL - STANDARD FORMS

(Comments in brackets [] provide guidance to the short listed consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted)

Refer to Clause 19 of Section II of the RFP for Standard Forms required and number of pages recommended.

Form

TECH-1	Technical Proposal Submission Form
TECH-2	Consultant's Organization and Experience A Consultant's Organization B Consultant's Experience
TECH-3	Comments and suggestions on the Terms of Reference
TECH-4	Description of the Approach, Methodology and Work Plan for Performing the Assignment
TECH-5	Team Composition and Task Assignments
TECH-6	Curriculum Vitae (CV) for Proposed Professional Staff
TECH-7	Staffing Schedule
TECH-8	Work Schedule
TECH-9	Submission Schedule

Form TECH-1
Technical Proposal Submission Form

[Location, Date]

Letter for Submission of Tender
(To be filled in by the Consultant/tenderer)

Note: (1) Additional conditions appended to the tender will make the tender liable for rejection.
(2) Non-submission of EMD in proper shape and other required documents as detailed hereinafter shall make the tender liable for rejection.

Ref. No. _____ / **dated** _____

To
The Commissioner, Municipal Corporation Bhopal
Office of the Project Manager, JnNURM
(Water Supply Distribution Network Project)
Municipal Corporation, Bhopal,
Harshavardhan Shopping Complex, Phase-II,
Matamandir, Bhopal-462003
Phone-0755-2701411, 2701677, 2701676, Fax-4252517

Sub: Review & updation of Master Plan and Preparation of Detailed Project Report of Solid Waste Management for Bhopal City under JNNURM

Ref: Your RFP No. _____ dated _____ & subsequent letter number _____ dated _____ inviting **Request for Proposal (RFP)**.

Dear Sir,

We, the undersigned, offer to provide consulting services for the updation Master Plan and preparation of DPR of Solid Waste Management of Bhopal city under JNNURM in accordance with your Request for Proposal dated [**Insert Date**]. We are hereby submitting our Proposal, which includes this Technical Proposal (Tender Document Part-I complete in all respect in two copies – (one original and one duplicate), and a Financial Proposal (Tender Document Part-II- Price Bid) sealed under a separate envelope.

1) We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

2) I/We have studied, acquainted and satisfied ourselves with the site and its working conditions for the successful and timely completion of the assignments.

3) Our offer is unconditional and is in conformity with the requirements of the RFP. We understand that any additional condition put by us in the tender shall make our tender liable for rejection.

4) We enclose herewith an Earnest Money Deposit of **Rs. _____ (Rupees _____) only in shape Fixed Deposit Receipt / Demand Draft from _____ (Nationalized / Scheduled Bank), duly pledged in favour of Commissioner, Bhopal Municipal Corporation, Bhopal in accordance with the provisions of clause 23 of Instructions to Consultants.**

5) I/We understood that you are not bound to assign any reason in case of rejection of our tender.

6) I/We agree to keep our offer open for a minimum of 90 (ninety) days from the date of opening of the Price bid. Further extension of validity will be our prerogative.

(7) If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 39 of the Data Sheet.

Thanking you.

Yours faithfully,

Encl: Tender in original form (Part-I & II)
duly filled in all respects with
all required documents & Duplicate
of Part-I with all documents.

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2
CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience*

[Using the format below, provide information on each assignment for which your firm, was legally contracted either individually as a corporate entity, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (in INR):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

FORM TECH-3
COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

Form TECH-4
Description of Approach, Methodology and Work Plan for Performing the Assignment

Description, Methodology and Work plan to be provided for detailed engineering design services of the assignment.

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (20) pages, inclusive of charts and diagrams) divided into the following three chapters:

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

a) Technical Approach and Methodology. *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

b) Work Plan. *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 3H.*

c) Organization and Staffing. *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

FORM TECH-5
TEAM COMPOSITION AND TASK ASSIGNMENTS*

1. Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

2. Support Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned
TBN				
TBN				
TBN				
TBN				

FORM TECH-6
CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF*

* This form is to be provided for proposed Key Professional staff for the assignment.

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____

Employer: _____
Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7
Staffing Schedule^{1*}

N°	Name of Staff	Total staff-month input						n	Home	Field ³	Total
		1	2	3	4	5	6				
Key Professionals											
1		[Home]									
		[Field]									
2											
3											
n											
Subtotal											
Sub-Professionals											
1		[Home]									
		[Field]									
2											
n											
Subtotal											
Total											

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

■ Full time input

Part time input

FORM TECH-8

WORK SCHEDULE*

N°	Activity ¹						
		1	2	3	4	5	6
1							
2							
n							

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-9

SUBMISSION SCHEDULE*

Reports:	Expected Period
Inception report	
Preliminary Project Report (PPR)	
Draft Detailed Project Report	
Final Detailed Project Report	
Bid Documents	

SECTION IV

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions:

Unless the context otherwise requires, the following terms when ever used in this contract have the following meanings.

- a) "Applicable Law" means the laws and any other instruments having the force of law in India and Bhopal has as they may be issued and in force from time to time;
- b) "Contract" means the contract signed by the parties to which these General Conditions of Contract are attached together with all the documents listed in Clause 1 of such signed Contract;
- c) "Effective Date" means the date on which this contract comes into force and effect pursuant to Clause CC2.1,
- d) "CC" means these General Conditions of Contract;
- e) "Government" means the Government of Madhya Pradesh;
- f) "Member", in case the consultants consist of joint venture of more than one entity, means way of these entities and "Members" means all of these entities;
- g) "Personnel" means persons employed / hired by the consultants and assigned to the performance of the service and "Key Personnel" means the personnel referred to in Clause-4.2.
- h) "Party" means the employer or the Consultants as the case may be and parties mean both of them.
- i) "Services" means the work to be performed by the consultants pursuant to this contract for the purpose of the project as described in Appendix-1 hereto;
- j) "Third Party" means any person or entity other than the Government the employer, the consultants or a sub-consultant.

1.2 Law Governing the Contract and the Jurisdiction of the Contract

The contract, its meaning and interpretation and the relation between the parties shall be governed by the applicable law and it shall be subjected to the jurisdiction of the courts of Bhopal.

1.3 Language

The contract shall be executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

1.4 Headings

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

1.5 Notices

1.5.1 Any notice, request or consent required or permission to be given or made pursuant to this contract shall be in writing.

1.5.2 Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such party at the addressed specified.

1.5.2 Notice will be deemed to be effective as follows

- a) In the case of personal delivery or registered mail on delivery;
- b) In the case of telegrams, 24 hours following confirmed transmission
- c) In the case of facsimiles, 24 hours following confirmed transmission

1.5.3 A party may change its address for notice hereunder by giving the other party notice of such change.

1.6. Location

The services shall be performed in the Bhopal Municipal Corporation area in Bhopal with assistance of home office input.

1.7 Authority of Member In charge

The bidder shall authorize the entity specified to act on their behalf in exercising all the consultant's rights and obligations towards the employer under this contract, including without limitation the receiving of instructions and payments from the clients.

1.8 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the employer or the consultants may be taken or executed by the officials specified.

1.9 Taxes and Duties

The consultants shall pay such taxes, duties, fees or other imposition as may be levied under the applicable Law. Service Tax shall be separately reimbursed by the Client.

2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT.

2.1 Effectiveness of Contract

This contract shall come into force and effect on the date of execution of Contract i.e., signing of agreement (Effective Date).

2.2 Commencement of Services

The consultants shall begin carrying out the services, immediately after the Effective Date, in any case, within two weeks after the effective date.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause-CC 2.7 hereof this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date.

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

2.5 Modification

Modification of the terms and conditions of this Contract including any modification of the scope of the services may only be made written agreement between the parties. Pursuant to Clause-CC.7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other party.

2.6.1 Definition

- a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonable to be considered impossible in the circumstances, and includes but is not limited to war, riots, civil disorder, earthquake, fire explosion, storm, flood or other weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) **Force Majeure shall not include**
 - 1) any event which is caused by the negligence or intentional action of a party or such party's agents or employees, nor
 - 2) any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligations hereunder.
 - 3) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.6.2 No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected

by such an event has taken all reasonable alternative measure, all with the objective of carrying out the terms and conditions of this contract.

2.6.3 Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and case of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The parties shall take all reasonable measures to minimize the consequences of an event of Force Majeure.

2.6.4 Extension of time

Any period within 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. If for some other reason, the consultant has exceeded the time schedules which necessitate an extension of time, he shall apply in writing to the Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge who shall grant it in writing if reasonable grounds be shown.

2.6.5 Consultation

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

2.7 Termination

2.7.1 By the employer

The employer may give not less than sixty (60) days written notice of termination to the consultants such notice to be given after the occurrence of any of the events specified in paragraph (a) through (c) of this Clause 2.7.1 terminate this contract.

- a) If the consultants become (or if the consultants consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- b) If the consultants submit to the employer a statement which has a material effect on the rights obligations or interests of the employer and which the consultants know to be raise;
- c) If, as a result of Force Majeure, the consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days or;

2.7.2 By the Consultants

The consultant may, by not less than thirty (30) day's written notice to the employer, such notice to be given after the occurrence of any of events specified in paragraphs (i) and (ii) of this Clause CC 2.7.2, terminate this contract.

- i) if the employer is in material breaches of its obligations such as non-payment or delay in payment to consultants, delay in approval of consultant's reports etc., pursuant to this contract and has not remedied the same within forty five (45) days (or such longer period as the consultants may have subsequently approved in writing) following the receipt by the employer of the consultants notice specifying such breach.
- ii) if, as a result of Force Majeure, the consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this contract pursuant to Clauses CC 2.7 hereof, or upon expiration of this contract pursuant to clause CC 2.3 here of 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 CC 3.3 hereof;
- iii) any rights which a party may have under the applicable law.

2.7.4 Cessation of Services

Upon termination of this contract by notice of either party to the other pursuant to Clauses 2.7.1 or 2.7.2 hereof the consultants shall immediately upon dispatch or receipt of such notice take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum. Where as the employer will clear all the payments due against the submissions / activities performed by the consultant till that period of time.

2.7.5 Payment upon Termination

Upon termination of this contract pursuant to Clause CC 2.7.1 or 2.7.2 hereof, the employer shall make the following payments to the consultants (after

offsetting against these payments any amount that may be due from the employer to the consultant).

- ♦ Remuneration pursuant to Clause CC 6 hereof for services satisfactorily performed prior to the effective date of termination.

In case of early termination for whatever reasons, the Consultant shall be paid only up to the stage completed.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The consultants shall always act in respect of any matter relating to the contract or to the services, as faithful advisers of the employer and shall at all times support and safeguard the employer legitimate interests in any dealings with third parties.

3.2 Conflict of Interests

3.2.1 Consultant not to benefit from the Commissions, Discounts etc.

The remuneration of the consultants pursuant to Clause CC 6 hereof shall constitute the consultant's sole remuneration in connection with this contract or the services and subject to Clause CC 3.2.2 hereof, the consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations hereunder and the consultants shall use their best efforts to ensure that none of their personnel and agents or either of them similarly shall not receive any such additional remuneration.

3.2.2 Prohibition of conflicting activities

Neither consultants nor their personnel shall engage either directly or indirectly during the term of this contract in any business or professional activities in Bhopal/India which will conflict with the activities assigned to them under this contract.

3.3 Confidentiality

The consultants, and their personnel shall not either during the term or after the expiration of this contract disclose any property or confidential information relating to the project, the services of this contract or the employer business or operations without the prior written consent of the employer.

3.4 Reporting Obligations

The consultants shall submit to the employer the reports and documents specified in Terms of Reference hereto in the numbers and within the time periods set forth in the said Terms of Reference.

3.5 Documents prepared by the Consultants to be the property of the Client

All plans, drawings, specifications, designs, reports, softwares and other documents prepared by the consultants in performing the services shall become and remain the property of the employer and the consultants shall not later than upon termination or expiration of this contract, deliver all such documents to the employer, together with a detailed inventory thereof. The consultants may retain a copy of such documents. The consultant shall however not use these documents for any purposes to any agency other than the employer without prior written approval of the employer.

3.6 Equipment and Materials required for carrying out of the services

It is the responsibilities of consultant to provide / deploy / engage all the required equipment and materials, hardware and software etc. carrying out the services.

4. CONSULTANTS PERSONNEL

4.1 General

The consultants shall employ and provide such qualified and experienced personnel as are required to carry out the services.

4.2 Description of Personnel

The titles, agreed job descriptions, minimum qualification and estimated period of engagements in the carrying out of the services of each of the Consultants Key Personnel's are described in the format for Firms References and in the format for Curriculum Vitae (C.V).

4.3 Approval of Personnel

The list Key Personnel employed during DPR phase by the consultant shall be submitted to the employer and should be as per the RFP documents.

4.4 Removal and /or Replacement of Personnel

- a. If, for any reason beyond the reasonable control of the consultants such as retirement, death, medical incapacity, non-availability, among others, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement a person of equal or better qualifications in the interest of the project.
- b. If the employer (i) finds that any of the personnel has committed serious misconduct has been charged with having committed a criminal action, or (ii) has

reasonable cause to be dissatisfied with the performance of any of the personnel. Then the consultants shall at the employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the employer.

- c. No extra cost shall be paid to consultant for any replacement due to reasons stated at (a) & (b) above.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The employer shall use its best efforts to ensure to:

- a. Provide the consultants and their personnel with all information/documents available with the employer as shall be necessary to enable the consultants, or their personnel to perform the services.
- b. Request officials, agents and representatives of other Government departments as may be necessary or appropriate for providing information necessary for the prompt and effective implementation of the services.

5.2 Changes in the Applicable Law

Any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the consultants in performing the services during period of this contract, then the remuneration otherwise payable to the consultants under this contract shall be increased or decreased accordingly by agreement between the parties thereto.

5.3 Payment

In consideration of the services performed by the consultants under this contract, the employer shall make to the consultants such payments and in such manner as is provided by Clause CC 6 of this contract.

6. PAYMENTS TO THE CONSULTANTS

6.1 Mode of Billing and Payment

Billing and Payments in respect of the services shall be made as follows:

- a. All payments shall be made as per the payment schedule given in this document.
- b. The employer shall cause the payment to the Consultants periodically as given in the schedule of payment within seven (7) days after the receipt of invoice.

- c. The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the consultants and approved by the employer. The services shall be deemed completed and finally accepted by the employer as satisfactory thirty (30) calendar days after the receipt of the final report and the final statement by the client, within such thirty (30) days period gives return notice to the consultants specifying in detailed deficiencies in the services, the final report or final statement. The consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the employer has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable accordance with the provisions of this contract shall be reimbursed by the consultants to the employer within thirty (30) days after the receipt by the consultants of notice thereof. Any such claim by the employer for reimbursement must be made within twelve (12) calendar months after receipt by the employer of a final report and a final statement approved by the employer accordance with the above.
- d. On satisfactory completion of this contract, the paying authority shall, on demand, refund the EMD & security deposit to the consultant with in one month of the successful completion of the contract.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

The parties undertake to act in good faith with respect to each others rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

7.2 Operation of the Contract

The parties recognize that it is impossible in this contract to provide for every contingency which may arise during the life of the contract, and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either of them.

8. DELAY IN PROGRESS OF WORK – LIQUIDATED DAMAGES

Since the assignment is of critical importance, the Consultant should plan and carry out the assignment in given time schedule. If the Consultant anticipates with reasonable proof, that the progress of work / deliverables could get delayed to original schedule, he should promptly bring this in to the notice of Employer and simultaneously submit the revised work schedule for the approval of Employer. The liquidity damages for delay will be 0.05% per day limiting to 10% of the total contract value.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute Resolution and Arbitration

Any dispute, controversy or claim arising out of or relating to this agreement or breach or termination thereof shall be amicably resolved through discussions between the Client and the Consultant, failing which the dispute may be settled under the rule of Indian Arbitration Act, 1996 by three arbitrators appointed, one each by the Client and the Consultant and the third by mutual agreement of these two arbitrators under such rules. The said arbitrators shall have full power to open up review and revise any decision, opinion, instruction determination certificate or evaluation of the Consultants and the Client related to the dispute, whose decision should be final and cannot be challenged in any court of law.

SECTION-V

TERMS OF REFERENCE (TOR)

1. INTRODUCTION

Government of India has launched Jawaharlal Nehru National Urban Renewal Mission (JNNURM) with the following objectives:

- (a) Focused attention to integrated development of infrastructure services in the cities covered under the Mission.
- (b) Secure effective linkages between asset creation and asset management so that the infrastructural services created in the cities are not only maintained efficiently but also become self-sustaining over time.
- (c) Ensure adequate investment of funds to fulfill deficiencies in the urban infrastructural services.
- (d) Scale up delivery of civic amenities and provision of utilities with emphasis on universal access to the urban poor.
- (e) To take up urban renewal programme.

Bhopal city has been selected by the Government of India for its integrated urban development under the Jawaharlal Nehru National Urban Renewal Mission (JNNURM). The City Development Plan (CDP) for Bhopal city was prepared and has been approved by Government of India and is available at the Website of Ministry of Urban Development, Government of India (<http://urbanindia.nic.in/moud/moud.htm>). Improvement of Solid Waste Management in the city is one of the priority areas identified in the CDP and is planned to be implemented under JNNURM. The firms are advised to go through the provisions of the approved CDP for better appraisal.

2. BACKGROUND

The Government of India has launched a major programme viz., Jawaharlal Nehru National Urban Renewal Mission (JNNURM), for promoting reforms and investments for selected 63 cities. Bhopal is one of the eligible cities under the scheme. It aims to encourage cities to initiate steps to bring about improvement in the existing service levels in a financially sustainable manner. The JNNURM consists of two sub-missions; the Urban Infrastructure and Governance and the Basic Services to the Urban Poor.

It believes that in order to make cities work efficiently equitably, it is essential to create incentives and support urban reforms at state and city levels; develop appropriate enabling and regulatory frameworks; enhance the creditworthiness of municipalities; and integrate the poor with the service delivery system.

Bhopal Municipal Corporation (BMC) is a Local Body with the responsibility of providing basic civic services like roads, water supply & sewerage, health &

sanitation, storm water and solid waste disposal etc. BMC is also responsible for planned growth of the city.

The Bhopal Municipal Corporation is facing lot of hard – ship in day – to day & maintenance of solid waste management due to the rapid urbanization & un-precedent growth of the city in the past 2 decades. The solid waste is generated from various sources like residential areas, commercial centres like market places etc and from industrial areas as well. Further, most of the slum – dwellers' and people of weaker sections, occupy and reside on the banks of the drains and throw solid waste in the drain causing obstructions to the free flow of stream and narrow-down the width furthermore. Lack of proper awareness of the nearby residents/ Slum dwellers, are habituated to throw the debris & other solid wastes in to the Drains, causing obstruction to the free flow of rain water and causing over flows on the roads.

The BMC desires to engage a Consultancy firm to reach to the above objective by updation of Master Plan and preparation of DPR for solid waste management for Bhopal City to access the funds from GOI under the sub - Mission Urban Infrastructure and Governance (UI & G) of JNNURM.

Bhopal Municipal Corporation is presently having an area of 285 Sq. Km and producing about 500 MT/ day of solid waste from the various sources and require immediate attention to manage the solid waste for upkeeping the neat and tiny conditions in the city as well as the surrounding agglomeration of BMC. Even though the BMC is attending to the solid waste disposal in dumping yards near and around the city, there is necessity of management of solid waste involving the aspects like collection, transportation, segregation, treatment and disposal of the solid waste too.

The solid waste is expected to be generated from the sources like residential areas, industries and other commercial centers like marker places etc. Therefore, it is proposed to appoint Consultant to prepare Detailed Project Report (DPR) for solid waste management of Bhopal City, which will be submitted to Gol for approval of funds under JNNURM.

The Design and Supervision Consultant (DSC) appointed for the ADB funded Uday Project has prepared master plan of Solid Waste Management of Bhopal city and landfill site. The landfill site is being developed under the Uday project and its entire scope is under the DSC. For the remaining works of solid waste management i.e. segregation, collection, transportation requirement of transfer station(s) and disposal. DPR will be prepared by the consultant appointed under this bidding process and this will have cost of the remaining component as well as the cost of development of the landfill site. The cost of the development of the landfill site will be provided by BMC.

3. OBJECTIVES OF THE PROPOSED PROJECT: -

The main objective of the project are:

Review & Updation of the Master Plan and Preparation of DPR for Management of the Solid Waste for Bhopal City. After updation of Master Plan and preparation of DPR the

consultant has to provide technical assistance to BMC in getting approval of scheme from JNNURM authorities.

The proposed project shall fulfill the guidelines of Municipal Solid Waste (MSW) Management and Handling Rules, 2000 to achieve the above objective. The general guidelines to be followed are given below:

- To study and focus on the Integrated Development of solid waste management for Bhopal City in BMC area.
- To improve the service levels of solid waste collection, transportation, segregation, treatment and disposal.
- To provide solid waste management in a scientific manner by segregating bio-degradable waste and recyclables at the source itself and dumping the inert wastes in scientific manner through sanitary landfill.
- To utilize bio-degradable wastes for power generation or for composting/manure generation.
- To improve the Environment and Solid Waste Management in the entire BMC area.
- To review the present solid waste management in terms of source of generation, segregation and collection, existing adequacy of staff, existing, transportation and disposal arrangements.
- Detailed designs, drawings, cost estimates, and bid documents for various components of municipal solid waste management project.

4. SCOPE OF ASSIGNMENT

The Scope of work is as outlined below but not limited to, for getting approval of DPR under JNNURM.

- Detailed Project Report (DPR) as per guidelines of JNNURM and MSW Rules, 2000 for “Review and updation of Master Plan and preparation of DPR for Segregation, Collection, Transportation, Treatment & Disposal of Solid Waste Management System for BMC.
- To identify, conduct a random waste characterization study for BMC area.
- To establish current status and baseline of Solid Waste Management prevailing in BMC area.
- Based on the above, analyze the Technical, Economical, Environmental, Financial and Social feasibility for various components of solid waste management such as source segregation, collection, transportation, treatment and disposal in sanitary landfill.
- All environmental study / assignment required for permission / NOC from MPPCP and approval from JnNURM.
- To prepare Detailed Project Report (DPR) for the above components needed for Scientific Management of solid waste as per the guide lines of GoI / CPCB / CPHEEO and MSW rules 2000.

- The detailed cost estimate shall be prepared considering the prevailing Schedule of Rates, i.e PWD SOR June 2009(Building works), PWD SOR (Roads & Bridges)-April-2009, PHE SOR-2nd December 2009 for pipe line works. Escalation percentage on SORs shall be decided with approval of BMC authorities. In case any item is not available in SOR, Rate analysis shall be done considering the market rates and this analysis should be kept as record.
- To analyze the costs involved with complete breakups for the above methodologies of waste disposal
- Coordinating with Engineering, Health and Sanitation Wings of BMC for the aspect of design and Construction of infrastructure, Sanitation & Health aspects respectively and prepare necessary detailed designs, drawings, estimates and bid documents for the facilities that are required for effective segregation, collection, transportation and disposal of solid waste for maintaining the environmental standards

4.1. DETAILED SCOPE OF WORK FOR PREPARATION OF DETAILED PROJECT REPORT AND DETAILED ENGINEERING DESIGN:

The consultant is required to carry out the following tasks in line with MSW 2000 Rules and Regulations

4.1.1. Random waste characterization study

- Carry out waste characterization study, taking into account the characteristics of waste also considering the impact of floating population
- Calculate the total quantum of garbage generated in the town along with the break up details as per the characterization
- Identify the sources for each category of the garbage categorized based on the waste characterization study.
- Waste projections for 30 years.

4.1.2. Establish current status/ base line of solid waste management in Bhopal municipal corporation

- Based on the characterization study and the secondary information available establish the baseline in the following areas by carrying out the following studies:
- Adequacy of solid waste management. The adequacy should be checked separately for collection, transportation and dumping.
- Existing method of collection and mode of transfer of waste generated.
- Transport facilities for both primary and secondary collection available with the ULB.
- Extent of waste generated and the waste collected in the ULB.
- Extent of house hold segregation of the waste generated.
- Extent of source collection.
-
- Existing disposal facilities available with the ULB.

- Prepare a breakup of expenses made by the ULB for all the above activities.

4.1.3. Develop a plan of action for effective solid waste management in Bhopal municipal corporation

- Based on the above, develop a plan of action for effective solid waste management for the ULB considering the characterization of waste in the ULB and the technical, economical, environmental, financial and social feasibility of segregation, collection, transportation (including transfer stations) and disposal of waste.
- Prepare a road map for the source segregation and collection.
- Identify possibility and prepare a road map for involving NGOs and Private operators for primary and secondary collection and carry out cost benefit analysis.
- Prepare a detailed plan and road map for IEC activities for convincing people regarding source segregation and estimate capital and recurring cost for the same.
- Carry out random survey among the public covering both domestic and non-domestic to assess willingness and capacity to pay for the solid waste management services.
- Prepare a least cost solution for transporting the garbage from source to disposal site. This has to be prepared by considering various alternatives like privatization of vehicles, leasing the maintenance of vehicles, shortest haul routes, etc.
- **A landfill site is being developed under an ADB funded contract for which tender document preparation is under process**
- **The consultant appointed under this contract should check with DSC of ADB funded project for the size of land requirement for both compost yard and scientific landfill considering the waste characterization and according to the road map of source segregation. Since the quantity of garbage to be dumped in the landfill will be reduced significantly with the increase in the level of segregation of bio-degradable and recyclable wastes, the landfill must be optimally sized.**

4.1.4. Examine Alternative Methods For Effective Solid Waste Management

- The consultant shall examine alternative methods for collection, segregation, transportation, treatment and disposal of waste and suggest the best option with cost benefit analysis. The consultant shall prepare road maps for each of the alternatives.
- The consultant shall design the solid waste management system, considering the waste characterization and the road map of source segregation. Given that source segregation to achieve more than 90% in 3 years and all biodegradable waste to go for composting.
- The consultant shall submit detailed reports on design, drawings and cost estimates for the solid waste management system including bid documents for appointment of contractor and a supervision & quality control consultant as per Government of Madhya Pradesh/JnNURM

format. The cost estimates provided by the consultant should include complete breakups and justify the economics of the methodology.

4.1.5. Infrastructure

- Collection of data on existing infrastructure, service levels, problems and bottlenecks etc., in the solid waste management.
- Assessing the requirement of Infrastructure and proposing the necessary developments for Improvements of the existing solid waste management system including requirement of equipments and vehicles for transportation.
- Prioritization and phasing of the Development works in each sector of solid waste management with detailed comments.
- Preparation of Detailed Project Report (DPR) with necessary Investigations, Studies, Surveys, Designs, Detailed & Abstract Estimates with Analysis of Rates, Detailed Plans, as per the relevant norms of CPHEEO, GOI
- Working out of Annual Revenue Generation/expenses for each project, of solid waste management system after the completion.
- Preparation of Annual Operation & Maintenance plan
- Construction programme, Fund phasing,
- Preparation of Tender Documents, as per the Government procedures, for appointing a contractor for segregation, collection, transportation and disposal at the landfill site The consultant will also have to prepare tender document for appointment of Supervision and Quality Control consultant for overseeing the contractor's work.

Consultants are expected to prepare the DPR duly following the guidelines prescribed under JNNURM and as per the guide lines prescribed in SWM Manual of CPHEEO, MoUD, Government of India, New Delhi.

The Consultants are expected to attend to the all queries raised by Technical Appraisal Agencies both at GoMP/ Gol and should put all efforts till the DPR is technically / financially approved by the respective agencies and make presentations to the sanction agencies wherever required.

4.2. INPUTS:

- i) Departmental assistance during the survey and data collection work.
- ii) Available layout Plans
- iii) Census population, (ward wise) Schedule of Rates
- iv) Master Plan of Solid Waste Management prepared under ADB funded project

4.3. DATA & INFORMATION REQUIRED

All the required data, information, maps and plans shall be obtained from the concerned Departments and any other sources by the consultant with assistance from the client. The consultant shall carry out all necessary tests or investigations for the study. The consultant shall include the expenses towards collection of information/ data etc in the overall quotation and no extra payment will be admissible for this purpose.

4.4. FINAL OUTPUTS

During the study period the consultant shall make the submittals, as indicated below:

- i. Inception Report shall consist of Project Appreciation, Methodology of work, data formats, work program, Project area maps etc.
 - ii. Preliminary Report shall consist of field studies and field survey data, information collected from various departments, Review of existing conditions, Preliminary analysis of data, alternative solutions, evolving SWM design principles & parameters, costing based on line-estimates
 - iii. Draft Final Report shall be a complete report containing all the information required in the tasks listed in the scope of work above, and support calculations and maps (plans). The findings of this report shall be presented in a workshop.
 - iv. Final Report shall be the report incorporating comments of concerned Departments and covering all aspects in the scope of work.
- (v) Bid documents for each package should contain full specifications and designs, drawings of the items included, conditions of contract, schedule of supplementary information to be furnished by tenderers, detailed notice inviting tender and should be prepared as per the PHE code and other State Government Rules. The bid documents, cost estimates and schedules shall be prepared in “sets” according to the different packages.
- (vi) All draft and final reports and deliverable drawings shall be neatly presented in hard bound covers sturdy enough to have long lasting storage.
- (vii) All draft and final reports are duly signed by all key personal involved in preparation of DPR and bid document.

4.5. OUTCOME

By the completion of this task the Bhopal Municipal Corporation will have:

- An accurate assessment and understanding of the solid waste management system in BMC area.
- Master Plan for development of solid waste management system for 30 yrs horizon.
- Requirement of basic infrastructure for the present and for the next 5 years, 10 years, 15 years, 20 years and 30 years for each component involved in the project.
- Funds requirement to meet the present requirement for solid waste management.
- Annual Operation & Maintenance cost for the proposed solid waste management system.

4.6. EXPERTISE AND INPUT

Expertise: An engineering consulting firm experienced in solid waste management is required to conduct the above studies. While engineering skills and experience are required as the backbone of this work, a general understanding of the present system with institutional arrangement to carry out works is also essential. The following key personnel with stipulated minimum qualifications, skills, knowledge & experience to complete this task shall have to be deployed.

KEY PROFESSIONALS

Sl.No.	Proposed Position	Minimum Academic Qualification	Minimum Work Experience
1.	Team Leader	Postgraduate in civil engineering with specialization in PHE / Environmental Engineering / PG in Environmental Management	10 years total experience and 5 years relevant experience in similar field
2.	Sr. Engineer (Solid Waste Management) (2 Nos)	M.Tech in Environmental Engineering	7years total experience and 4 years relevant experience in similar field
3.	Environmental Engineer	M.Tech in Environmental Engineering	5 years experience in conducting environmental studies of infrastructure projects.
4.	Mechanical Engineer	Post Graduate in Mechanical engineering	5 years relevant experience in transport vehicles.
5.	Structural Engineer	Post Graduate in structural engineering	5 years relevant experience in design of structures.

As the nature of works involves high technical skills, there shall be no relaxation on the quality of manpower required to be deployed for carrying out the tasks. Consultants should make own assessment of support and other staff for successful and timely completion of project.

Input

- Unified Schedule of Rates of PHE / PWDWRD (with latest amendments) shall be considered for preparation of cost estimate. Any rate of item which is not covered in these schedule of rates should be supported by quotations / approved rate list of standard companies collected by consultants and approved abd BMC authorities.

- All the required data, information, maps and plans shall be obtained from the concerned department and any other sources is the responsibility of consultants. BMC will only assist in this regard.
- Any survey, per day waste generation, tests or investigations/ geo-technical investigation for the study shall be carried out by the consultant only. The consultant shall include all expenses towards such collection of information/ data etc in the overall quotation and no extra payment will be admissible for this purpose.
- Consultant has to perform essential environmental study to get NOC from MP Pollution Control Board.

4.7. CAPACITY BUILDING

As a part of this study, the consultant has to work closely with the Engineering staff of Urban Development Department, Government of Madhya Pradesh, Bhopal and Bhopal Municipal Corporation (BMC) and enhance their capacity building in the concepts, designs, and implementation of the recommendation. To achieve the above objective, the consultant shall carry out the following.

- 1) Carryout the studies in close interaction with the specified Engineering staff of Urban Development Department and Bhopal Municipal Corporation, Government of Madhya Pradesh, Bhopal duly involving them at each stage of the study.
- 2) Conduct technical sessions with Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge, regarding their assessment of the existing system, their recommendations and feasibility after the submission of Inception Report and Draft Preliminary Project Report.

4.8. PRESENTATIONS AND WORKSHOPS

The consultant shall have to make several power point presentations at different stages before different forums, not less than that specified below. There may be more presentations required. The cost involvement for all such above presentations has to be included in the offer.

- 1) Inception Report: Two presentations: One at Government level and one at BMC level followed with a Workshop as per JNNURM.
- 2) Draft Final Report: One Presentation at BMC followed by Presentation at Government level & one at Chief Secretary level.
- 3) Final Report: One presentation to the BMC council & one at Government level for clearance.
- 4) Presentation before Government of India (GOI), Ministry of U.D, New Delhi or before forums & places as prescribed by GOI for final clearance: Based on

the comments by GOI, the consultant shall modify the DPR as per suggestions/recommendations at their cost & shall have to make more presentations until final clearance.

4.9. FINAL OUTPUTS FORMAT

- 1) Any survey data and analysis formatted and digitized shall be compatible with the standards specified in the detailed scope of work in preceding paragraphs & Government of Bhopal standards.
- 2) Use only A4, A3, and A2 paper sizes for all reports and plans.
- 3) Plans shall be produced on AutoCAD (or equal application) on appropriate size sheets at appropriate scales to show the city solid waste management plan and its components as defined in each section of the TOR and necessary for understanding of the situation (existing and proposed). Reports submitted without satisfactory plans will be considered as incomplete.

4.10. DURATION OF THE STUDY AND EXECUTION SCHEDULE

The study duration is 8 (eight) months during this period the consultant shall submit the following reports to the Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge.

Sr. No.	Deliverable	No. of copies	Time
A	Design		
1	Inception Report (approach and methodology)	5	End of 1 st Month
2	Draft Preliminary Project Report for Comments.	5	End of 2 rd Month
3	Final Preliminary Project Report after incorporating all the comments from the BMC	5	End of 2.5 th Months
4	Draft Detailed Project Report (maps and drawings, detailed designs, cost estimates, drawings, etc.)	5	End of 4 th Month
5	Final Detailed Project Report (DPR) after incorporating all the comments received from BMC.	5	End of 5 th Month
6	PQ and Tender Documents for selection of Contractors and SQC	5	End of 6 th month

The project being quite intensive in terms of the number of activities vis-à-vis the time schedule, it is expected that timely reviews and comments be forwarded to the consultants for preventing delays and to ensure smooth work progress.

4.11. SCHEDULE OF PAYMENT

Sr. No.	Activity/ Report	Payment schedule
1.	Advance against Bank Guarantee of equivalent amount	10%
2.	Submission of Inception Report	10%
3.	Approval of Inception Report	10%
4.	Submission of Draft Preliminary Design Reports for Comments (DPDR)	10%
5.	Submission of Final Preliminary Design Reports after incorporating all the Comments (FPDR)	10%
6.	Submission of Draft Detailed Project Report (Draft DPR) for Comments from BMC	10%
7.	Submission of Final Detailed Project Report (Final DPR) after incorporating all the Comments received from BMC	20%
8	Approval of DPR from MoUD Govt of India.	10%
9.	Submission of Bid Documents for Contractors and SQC	10%

4.12. STUDY ADMINISTRATION

The Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge will function as the technical director-cum-coordinator for the study to oversee the study and provide a principal point of contact with the consultant on behalf of the Urban Development Department, Government of Bhopal. On completion of the study, all data collected during the study, will become the property of the employer. The consultants shall provide all the maps, data, collected, analyzed, drawing prepared in hard as well as soft copy (CD ROM) with proper labeling and documentation in such a format as may be used by BMC at any point of time.

4.13. PROCEDURE FOR REVIEW

The Review Committee as appointed by the Government in Urban Development Department would monitor progress of this assignment. The consultant shall submit all the deliverables as per this TOR related to this assignment to Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge, which would be reviewed by the Committee and comments would be finalized in 15 days.

SECTION VI

SCHEDULES OF SUPPLEMENTARY INFORMATION

1. Format of letter of acceptance
2. Schedule A - Income Tax PAN No.
3. Schedule B - General Power of Attorney Affidavit

Consultant shall enclose the above documents/information in the prescribed form enclosed

LETTER OF ACCEPTANCE

From

To

Gentlemen,

Sub: Tender for

Ref: Your Tender for the above work

Kindly refer to your letter No. Dated. forwarding your Tender in response to Invitation to Tender No.....

You are hereby informed that the referenced Tender is accepted.

You are requested to furnish the security deposit in the form specified within seven days of the receipt of this letter and are also requested to be present at the Office of the Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge for execution of Contract documents along with non judicial stamp paper as per conditions of contract.

The Contract will be governed by the Conditions of Contract as set out in the Tender Documents subject to modifications accepted by the Commissioner, Bhopal Municipal Corporation, or authorized officer – in – charge.

Please return this copy duly accepted and signed.

Yours sincerely,

- Encl: 1. Security deposit form
- 2. Form of Bank guarantee for Advance payment
- 3. Contract agreement

(Signature)

Accepted

Signature, Name & Designation
Seal of Firm

1. FORM OF PERFORMANCE SECURITY
(PERFORMAMANCE BANK GUARANTEE)
(Clause-38 of Instruction to Consultance)

To

Commissioner
Office of the Project Manager, JnNURM
(Water Supply Distribution Network Project)
Municipal Corporation, Bhopal,
Harshavardhan Shopping Complex, Phase-II,
Matamandir, Bhopal-462003
Phone-0755-2701411, 2701677, 2701676, Fax-425251

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

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract; AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee; NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of _____ [amount of Guarantee] ² _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. **We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the**

consultants or of the Bank. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs._____ (Rs._____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease. This guarantee shall be valid until 365 days after the date of issue of the Defects Liability Certificate.
Signature and Seal of the Guarantor _____ In presence of

Name and Designation _____ 1.
_____(Name, Signature & Occupation)

Name of the Bank _____

Address _____ 2.

(Name & Occupation)

Date _____

¹ Give names of all partners if the Consultants is a Joint Venture.

**2. Form of Bank Guarantee for Advance Payments
(Reference Clause 4.11(1) of TOR)**

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

Ref: _____ Bank Guarantee: _____

Date: _____

Dear Sir,

In consideration of Bhopal Municipal Corporation (BMC) (hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract")

(Scope of work)

and the Employer having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all monies payable by the Consultant to the extent of _____ - as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer

and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 200_____ at _____

WITNESS

(Signature) (signature)

(Name)

(Official Address)

Designation (with Bank stamp)
Attorney as per Power of
Attorney No.

Dated

Strike out, whichever is not applicable.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".

Note 2: The bank guarantee shall be from a Nationalized Indian Bank, State Bank of India or its subsidiaries,

3. FORM OF CONTRACT

COMPLEX TIME BASED ASSIGNMENTS

This CONTRACT (hereinafter called the “Contract”) is made the ____ day of the Month of _____, 200 ____, between, on the one hand _____(hereinafter Called the “Employer) and, on the other hand, _____(hereinafter called the "Consultants”).

[Note* : If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

“...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly severally liable to the Employer for all the Consultants’ obligations under this Contract, namely, _____ and _____(hereinafter called “Consultants”)]

WHEREAS

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

(b) the Consultants, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) Instructions to consultants
 - (b) Data Sheet

- (c) Technical proposal-Standard forms
 - (d) Conditions of contract
 - (e) Terms of Reference (TOR)
2. The mutual rights and obligations of the Employer and the Consultants shall be as set forth in the Contract; in particular
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Employer shall make payments to the Consultants in accordance with the Provisions of the Contract.

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

FOR AND ON BEHALF OF
[NAME OF THE EMPLOYER]

By

(Authorized Representative)
FOR AND ON BEHALF OF
[NAME OF THE CONSULTANTS]

By

(Authorized Representative)

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

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

[Name of the Member]

By

(Authorized Representative)

[Name of the Member]

By

(Authorized Representative)

SCHEDULE -A
INCOME TAX PAN NUMBER

SCHEDULE –B

GENERAL POWER OF ATTORNEY

By this power of Attorney, I/We, S/o aged about years, R/O. Partners of having its registered office at hereby appoint aged about years S/o as our lawful attorney on behalf of the company, to do and execute all or any of the following acts, deed and things, that is to say:

1. To apply for, obtain and renew all licenses, permits, etc. that are necessary for carrying on the said business.
2. To submit all statements, returns, etc. to proper authorities as required by any law or rule in force and to verify the same by production of documents and papers.
3. To appoint, employ, dismiss or discharge any agent, broker, office, clerk, peon, or any other person at such remuneration, commission, or salary, as the said attorney thinks fit.
4. To draw, accept, endorse, negotiate or pay any bill of exchange, hundi, promissory note, cheque, draft, railway receipt, bill of lading or other instrument which may be deemed necessary for carrying on the said business.
5. To open and operate bank accounts in any bank or banks in the name of the firm and/or to authorise any person or persons to operate the above bank account.
6. To borrow or raise loans from time to time, such sums of money, from any individuals, recognized financial institutions such as Banks, etc. and upon such terms as the said attorney may think fit upon the security of any of the properties of the firm Whether movable or immovable and for such purpose to execute such document or documents as may be necessary for securing the repayment of such loan or loans.
7. To negotiate, enter into any bargain, do all acts, things or execute any deeds or documents or other instruments or assurances as may be necessary for selling, mortgaging or purchasing any movable or immovable property, from any individual, recognized financial institutions such as Banks etc. and upon such terms as the said attorney may thinks fit.
8. To institute contest, compound, submit all suits proceedings, claims, demands etc. arising in course of or in relation to the aforesaid business.

9. To execute and sign in our name individually or collectively and on our behalf any document, letter or deed in respect of to carry on the business effectively.

And I/We hereby agree to ratify and confirm all and whatsoever our said attorney shall lawfully do or cause to be done by virtue of this deed.

In witness whereof, I / We the said partners has hereto signed at on this day the

WITNESSES:	Name of Partner	Signatures
1.	1.	1.
	2.	2.
	3.	3.

Date: