



REQUEST FOR PROPOSAL (RFP)

FOR SELECTION OF CONSULTANT TO WORK AS A INDEPENDENT PROJECT ENGINEER

FOR

**Solid Waste Processing, Composting and Scientific Landfill
(SLF) Disposal System
in Build, Operate and Transfer mode (BOT) at
Sheeshambada, Dehradun**



NAGAR NIGAM DEHRADUN

Ph: 10334- 227006 , Fax: 01334- 222077 Mail: nagarnigam.ddn@gmail.com

Website: www.nagarnigamdehradun.com

SCOPE OF PROJECT AND TERMS FOR BIDDING

1. The RFP will be available on web site <http://nagarnigamdehradun.com>. The Request for Proposal [RFP] is open to all eligible firms
2. A firm will be selected under the Quality and Cost based Selection (QCBS) procedures as per procurement rule – 2008 & revised time to time.
3. The Proposals (Technical & Financial) can be submitted by sealed hardcopy at Dehradun Municipal Corporation.
4. Tender will be available on website from 05.11.2016 to 25.11.2016 up to 14.00Hrs., and has to be submitted on 25.11.2016 upto 14.00Hrs and will be opened on 28-11-2016 by 16.00hours.

The Key Scope of Work of this Assignment is:

- Engagement as Independent Engineer cum Project Management Consultant for assisting the Municipality in establishing the Project;
- Review, inspection and monitoring of construction works, examination of the designs/drawings and conduct of tests;
- Issue of progress reports and completion certificates during and after completion of the construction period;
- Review and inspection of the operations and maintenance arrangements and monitoring compliance with the performance and maintenance standards, during the operations period;
- Identifying delays and lapses that require action on part of the Procuring Entity for enforcing agreement terms;
- Determining the reasonableness of costs for any works or services, as required under the Concession Agreement;
- Determining the period or extension thereof, for performing any duty or obligations, as required under the Concession Agreement;
- Carrying out such responsibilities as are assigned by the Procuring Entity
- Function as the Project Engineer, as per the terms of the Concession Agreement.
- In addition to the above scope, the selected Consultant shall assist MCD in preparing and tendering the collection and transportation of Solid Waste so as to ensure adequate supply of waste to the processing facility. The selected Consultant shall function as the Project

Management Consultant for the C&T Operation as well in addition to the PMC assignment of the processing facility.

Municipal Commissioner
Municipal Corporation Dehradun

1. Background:

Dehradun is the third largest and capital city in Uttarakhand and has a history that dates back to 1000 B.C. The Municipal Corporation Dehradun (MCD) is responsible for providing public health and sanitation services to an estimated population of 9 lakhs (Including floating) citizens of the city. In 2011, Municipal Corporation Dehradun (MCD) has started of Integrated MSW Processing Facility with Engineered Sanitary Landfill Facility under Public Private Partnership mode. Recently, MSW Processing, Composting & SLF work has been started by an Operator/Concessionaire i.e, Dehradun Waste Management Pvt. Ltd. Under this project Door to Door collection (C&T) executed by the NND.

2. General Eligibility Criteria

- a. Nagar Nigam DEHRADUN (NND) awarded the contract for development of Integrated Municipal Solid Waste Management (ISWM) project in DEHRADUN on Public Private Partnership basis under JnNURM/SBM scheme to Dehradun Waste Management Pvt. Ltd.(DWM Pvt. Ltd.) (Concessionaire).
- b. NND desires to select a **Project Engineer** who shall be responsible to review the design & drawings monitor and certify the activities undertaken by Concessionaire as per Scope Of Work defined in Clause 3 of this RFP
- c. The RFP document can be obtained from the office of NND. The Cost of RFP which is Rs.1000/- (Rupees One thousand only) shall be paid in cash or in the form of a demand draft in favor of “Account Officer, Nagar Nigam DEHRADUN”, drawn on any scheduled bank or nationalized bank, payable at DEHRADUN. The document fee is non-refundable. RFP may also be downloaded from website of NND: www.nagarnigamdehradunDEHRADUN.com. In case RFP is downloaded from the website, demand draft is to be submitted with the proposal. The Eligible Bidder(s) purchasing the hard copy of the RFP must attach the copy of Receipt along with the Proposal.
- d. For the purpose of this RFP, the term Consultant/ Bidder/ Applicant means a single Bidder. Consortium or Technical Partnership of firms is not allowed for this project.
- e. The Bidder shall have in operation, as on the date of issue of this RFP, at least one similar (i.e. Independent Engineer/ Project Management Consulting) assignment for a Municipal Solid Waste Management Project with minimum capacity of 100 Tons of a city in India or abroad.
- f. The minimum turnover of the project engineer/Independent consultant should be 50.0 Lac per annum.
- g. The bidder must not be blacklisted by any state or central government departments or ULBs in India/or that the Bidder has not been subjected to or made party to any litigation in respect of any urban infrastructure project for which it has been engaged as consultant during the past 5 (five) years preceding the proposal due date. A self-undertaking to the above effect shall be included in the Technical Proposal of the Consultant.
- h. The Applicants shall be responsible for all of the costs associated with the preparation of

their RFPs and their participation in the Selection Process. NND will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

- i. The RFP shall be valid for a period of not less than 180 (one hundred eighty) days from the last date of submission of RFP (the “RFP Due Date”)
- j. **Performance Guarantee** - The Successful Consultant shall submit a Bank Guarantee equal to 1% (one percent) of the Annual Contract Value (i.e. monthly fee x 12) as Performance Guarantee. Earnest Money Deposit (EMD) 2% of the total quoted cost. The EMD amount of the Successful Consultant will be adjusted against the Performance Guarantee.
- k. Interested applicants shall submit technical and financial proposal as per terms of the RFP. Proposals shall be evaluated based on Evaluation Methodology to select suitable applicant as Project Engineer.
- l. Applicants shall be deemed to have understood and agreed to terms of RFP and that no explanation or justification for any aspect of the Selection Process will be given. NND’s decisions are without any right of appeal whatsoever.
- m. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at DEHRADUN shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- n. To be eligible for evaluation of its Credentials, the Applicant must fulfill minimum conditions of eligibility towards Eligible Experience, Financial Capability and Key Team Members as set out in RFP.
- o. Any Applicant which has been barred by the Central/State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the RFP Due Date would not be eligible to submit its RFP.
- p. It shall be deemed that by submitting the RFP, the Applicant has made a complete and careful examination of the RFP document.
- q. NND shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this Invitation for RFP document or the Selection Process, including any error or mistake therein or in any information or data given by NND.
- r. Notwithstanding anything contained in this Invitation for RFP document, NND reserves the right to accept or reject any RFP and to annul the Selection Process and reject all RFPs, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- s. NND reserves the right to reject any RFP if at any time; a material misrepresentation is made or uncovered.
- t. The currency for the purpose of this Invitation of RFP document shall be the Indian Rupee (INR).
- u. The documents accompanying the RFP submission shall be placed in TWO separate

envelopes and marked as “Technical Submissions” and “Financial Submission”.

- v. RFP should be submitted before 2pm Hours on the RFP Due Date at the address provided in RFP in the manner and form as detailed in this Invitation for RFP document.
- w. RFPs received by NND after the specified time on RFP Due Date shall not be eligible for consideration and shall be summarily rejected.
- x. No RFP shall be modified, substituted, or withdrawn by the Applicant once submitted.
- y. The initial term of the Project Engineer shall be for a period of 1 year and may be extended every year provided if there is no objection from the Concessionaire NND shall have the sole jurisdiction in appointment of Project Engineer.
- z. The term of the Project Engineer shall be for the concession period. A tripartite agreement shall be entered between the NND, Concessionaire and the Project Engineer.

1. Format and Signing of RFP

a) The Applicant shall provide all the information sought under this Invitation for RFP document. MCD would evaluate only those RFPs that are received in the specified formats and complete in all respects.

b) The documents accompanying the RFP submission shall be placed in TWO separate envelopes and marked as indicated below. The RFP submission shall include:

Envelope 1: “Technical Submissions”

- Cover letter as per Schedule 1
- Resume of Key Personnel as per Schedule 2
- Cost of Tender Document
- Details as per Clause 6

Envelope 2: “Financial Bid” as per Schedule 3.

The 2 (Two) envelopes specified shall be placed in an outer envelope, which shall be sealed Technical & Financial Submission envelopes and Outer envelope shall clearly bear the following identification:

- **“SELECTION OF CONSULTANTS TO WORK AS PROJECT ENGINEER FOR THE IMPLEMENTATION OF INTEGRATED MUNICIPAL SOLID WASTE MANAGEMENT PROJECT IN DEHRADUN”**
- Each of the 2 (Two) envelopes and outer envelope shall also clearly indicate the name and address of the Applicant.
- Incomplete proposals would be rejected.

2. Schedule of Selection Process:

Proposals received after the due date will be rejected outright.

S. No.	Event	Date / Time
1	Sale of Tender Document	05-11-2016 (10-2PM)
2	Last Date of Purchase of Tender Document	24-11-2016 (10-2PM)
3	Last Date Of Submission	25-11-2016 at 2PM
4	Opening of Technical Bid	28-11-2016 at 4PM
5	Opening of Financial Bid	30-11-2016 at 4PM

3. Role of Project Engineer (Detailed Role & Responsibilities as per Concession Agreement)

The Project Engineer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project. Broadly, the role of the Project Engineer is to:

- (i) independently review, monitor and where required by the Agreement, to approve activities associated with the Design, Construction, Operation and Maintenance of the Project Facilities to ensure compliance by the Concessionaire with the Construction Requirements and Operation & Maintenance Requirements,
- (ii) Certify on a daily basis, the following quantum of MSW:
 - aa. collected by Concessionaire
 - ba. processed at the Waste Processing facility
 - ca. land filled at the Landfill Facility
 - da. returned from the Project Facility as Non-confirming Waste
- (iii) report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests,
- (iv) assist the Parties in arriving at an amicable settlement of disputes, should the need arise, and

3.1 Scope of Services

The services to be provided by the Project Engineer are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Agreement.

3.2 Implementation Period - Design and Planning

Review of the following submitted by the Concessionaire:

- (i) Quality Assurance Plan;
- (ii) Implementation/ Construction Plan;
- (iii) Drawings
- (iv) O & M Plan – Construction Period;

3.3 Implementation Period - Construction

The Project Engineer would monitor, in accordance with Good Industry Practice, the progress in implementation and ensure compliance with the Construction Requirements. For this purpose the Project Engineer shall undertake, inter alia, the following activities and where appropriate make suitable suggestions:

- (i) monitor the progress in implementation of the Project based on the Implementation/ Construction Plan submitted by the Concessionaire;
- (ii) review and approve the material testing and mix designs results and recommend special tests, where required, for materials and/or completed works, require removal/substitution of unsuitable materials and /or works and report deficiencies in respect of the same to NND;
- (iii) review and monitor the quality assurance and quality control procedures followed by the Concessionaire;
- (iv) review the manpower and equipment deployed by the Concessionaire;
- (v) monitor the Construction Works for conformity with the Project Requirements;
- (vi) verify the ‘As-Built’ drawings for each component of the works prepared by the Concessionaire and require removal of deficiencies found therein;
- (vii) review the safety and traffic management measures implemented;
- (viii) review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
- (ix) require, monitor and review the results of Tests to be carried out by the Concessionaire in accordance with the Construction Requirements and/or O&M Requirements;
- (x) require suspension of whole or any part of the Construction Works if in its reasonable opinion the same does not conform to the Construction Requirements;
- (xi) issue Provisional Certificate and/or Completion Certificate in accordance with the applicable provisions of the Agreement; and
- (xii) review and assist in finalization of the O&M Manual and first annual O&M Plan prepared by the Concessionaire.

3.4 Operations Period

3.4.1 During this period the Project Engineer would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M Requirements. The specific activities to be undertaken would include the following :

- (i) review the O&M Plans submitted by the Concessionaire from time to time and assist the Concessionaire in finalizing the same;
- (ii) monitor O&M activities (including maintenance of equipment, standards of service, safety and environmental issues) and the overall quality of O&M activities so as to ensure compliance by the Concessionaire with the O&M Requirements, O&M Plan and O&M Manual;
- (iii) periodically review the O&M Manual for adequacy;
- (iv) inspect the Project Facilities at least once a month and as and when exigencies require to ascertain conformity with Project Requirements;
- (v) review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
- (vi) undertake a quarterly review of the various records and registers to be maintained by the Concessionaire (including the records relating to complaints and accidents) and suggest suitable remedial measures/ procedures, where necessary.

3.4.2 The Project Engineer shall certify the quantity of MSW collected, Processed in the Processing Facility and Landfill by the Concessionaire on a daily basis.

3.4.3 In the event of Emergency, the Project Engineer shall assist the Concessionaire in dealing with the same and if necessary require or permit, as the case may be, the Concessionaire to take such appropriate steps or measures including where necessary decommissioning of any Project Facilities.

3.5 Hand back of Project Facilities to NND

3.5.1 At the time of handing back the Project Facilities to NND at the end of Concession Period, the Project Engineer shall :

- (i) monitor and certify compliance with Project Facility Hand back Requirements and
- (ii) issue a Certificate of Compliance with Project Facility Hand back Requirements to the Concessionaire.

3.6 Breach of Obligations

If during the course or upon review / inspection undertaken by the Project Engineer or otherwise, it transpires that either of the Parties is in breach/ default of any of its obligations under the Agreement, the Project Engineer shall, under intimation to the other Party, require the defaulting Party to remedy such breach/ default within such time and in such manner as the Project Engineer may deem fit and in each case the same shall be recorded.

3.7 Meetings, Records and Reporting

- (a) The Project Engineer would be required to participate in the Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month during the Construction Period and once every two months during the Operations Period as also to participate in emergency or extra-ordinary meetings of the Parties held to deal with any Emergency, Force Majeure Event or other exigencies.
- (b) The Project Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:
 - (i) Manpower deployed and other organizational arrangements of the Project Engineer;
 - (ii) Reviews of documents submitted to it by the Concessionaire to meet Project Requirements, such as manuals, Drawings, As-Built drawings, schedules, plans and reports;
 - (iii) Inspections undertaken and notices/instructions issued to the Concessionaire;
 - (iv) Review of compliance with Project Requirements;
 - (v) Records of quantities of waste certified daily with respect to door to door collection, Processing and Landfill done by the Concessionaire
 - (vi) Tests;
 - (vii) Change in Law;
 - (viii) Emergency (including accidents);
 - (ix) Force Majeure Events;
 - (x) Breaches and defaults by the Parties;
 - (xi) Project Facility Hand back Requirements; and
- (c) The Project Engineer would be required to submit the following reports to the Parties during the Concession Period :
 - (i) Implementation / Construction Period
 - Monthly Progress Report (including details of slippages and remedial measures)
 - Report on Tests and report on notices Issued
 - Completion Certificate (including Provisional Certificate)
 - Report on Project Equipments and Vehicles purchased by the Concessionaire for implementation of the Project.

- Any supplemental or special report that may be considered necessary by the Project Engineer (including Emergency, Force Majeure, and breach of obligations).
 - Any other report as may be reasonably required by NND or as may be necessary to give effect to the provisions of the Agreement.
- (ii) Operations Period
- Monthly O&M Report (including details of waste collected, Processed and Landfill)
 - Report on Tests and report on notices Issued
 - Any supplemental or special report that may be considered necessary by the Project Engineer (including Emergency, Force Majeure, and breach of obligations)
 - Annual Review of O&M Manual
 - Any other report as may be reasonably required by NND or as may be necessary to give effect to the provisions of the Agreement.
- (iii) Report on Project Facility Hand back Requirements.
- (iv) Any other report as may be reasonably required by NND or as may be necessary to give effect to the provisions of the Agreement.
- (v) It shall also be the sole responsibility of the Consultant for the accuracy of the quantities estimated by him and any variation in quantities of more than 5% of the actual estimates shall attract penalty as may be decided by the Municipality.
- (vi) If the Consultant fails to report to the Dehradun Municipal Corporation on the progress of works as stipulated in this Agreement or fails to advise the Dehradun Municipal Corporation on the steps it shall require to be taken for the smooth conduct of the implementation and operation of the Integrated Municipal Solid Waste Management Project as per this Contract, the Mukhya Nagar Adhikari will, at his discretion, impose a penalty of such amount as he may deem fit for every month that the work remains un-commenced or unfinished after the proper period set by the Dehradun Municipal Corporation, provided however the total amount of penalty imposed during the term of the Contract shall not exceed 15% (fifteen) of the annual consulting fees.
- (vii) The Integrated Solid Waste Management Project at Dehradun is designed as a model project in India and Dehradun Municipal Corporation expects the Consultant selected as Independent Engineer cum Project Management Consultant act as the key agency for monitoring the successful implementation of the project in time as per the Concession Agreement to be signed between the Operator/Concessionaire and the Dehradun Municipal Corporation. Hence the Consultants are advised to give effect

to the quality of the tasks utmost priority and importance. Accordingly high quality proposals are expected from the Consultants.

4. Payments to Project Engineer

- (a) All fees, costs, charges and expenses payable to the Project Engineer in accordance with the terms of its appointment (collectively “the Remuneration”) shall be borne by NND.
- (b) The Project Engineer shall, submit its invoice to the NND for payment of the Remuneration (hereinafter referred to as “Project Engineer Invoice”).

5. Note: - *Contracted Price is the final price arrived at after negotiations, if any with the Consultant. Deduction of taxes shall be made from the fee at every stage of payment as applicable, of GOI and State of Uttarakhand.*

6. Replacement of the Project Engineer

- (a) The NND may replace the Independent Project Engineer in any of the following circumstances by giving a 30 days written notice :
 - (i) If, NND or the Concessionaire has reason to believe that the Project Engineer has not discharged its duties in a fair, appropriate and diligent manner;
 - (ii) if, in accordance with the terms of its appointment the Project Engineer resigns or notifies its intention not to continue as the Project Engineer;
 - (iii) any other circumstance which in the opinion of the Parties warrants replacement of the Project Engineer.

7. Eligibility Conditions

- 7.1 The Applicant shall be a single entity who is either a Individual/sole proprietorship/ partnership firm/ Company incorporated under the Companies Act, 1957
- 7.2 The Applicant should have worked as in the field of municipal waste for preparation of DPRs for waste management, sanitary landfills, environmental impact assessments of SWM facilities and independent engineering services for Integrated Municipal Solid Waste [MSW] Management project.
- 7.3 The Applicant to provide list of key personnel (as per schedule 2) having appropriate qualification(s)
- 7.4 Applicant should submit certified balance sheets/income details in case of applicant are individual entity.

8. Fraud & Corruption

Municipal Corporation Dehradun (MCD) requires that the Consultant observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this policy, MCD:

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

- (a) "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the consultant selection process or in Contract execution;
- (b) "Fraudulent Practice" means a representation or omission of facts in order to influence a selection process or the execution of a Contract;
- (c) "Collusive Practices" means a scheme or arrangement between two or more Consultants, with or without the knowledge of a borrower, designed to influence the action of any party in a consultant selection process or the execution of a Contract;
- (d) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a Consultant selection process, or affect the execution of a contract; and
- (ii) will reject a Proposal for award if it determines that the Consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (iii) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in MCD financed activities if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a MCD financed contract; and
- (iv) will have the right to require that, in consultant selection documentation and in contracts financed by the MCD, a provision be included requiring consultants to permit MCD or its representative to inspect their accounts and records and other documents relating to consultant selection and to the performance of the contract and to have them audited by auditors appointed by the MCD.

9. Taxes and Duties

The Consultancy Services are subject to taxes. The service tax at prevailing rates (currently 15%) shall be claimed by the Consultant in accordance with the applicable laws as a separate item in their monthly invoice. The amount of the service tax and all other taxes shall be excluded from the Consultants' financial proposal, as they will not be

evaluated. The payment of remuneration to the Consultant is subject to deduction of other taxes at source, as per prevailing rates and laws.

10. Confidentiality

The Consultant shall treat all information, reports & other submissions made by them as confidential, and shall take all reasonable precautions that all who have access to such materials treat this in confidence. With respect to Questionnaire & Survey of participants in projects all information gathered should be treated as confidential.

11. Ownership of Data, Information & Documentation

All data collected, software developed, information generated and documentation prepared under the scope of this assignment shall be the property of Municipal Commissioner, Municipal Corporation Dehradun Any reproduction, in part or full of the submissions made would require permission of Municipal Commissioner, Municipal Corporation Dehradun

12. Additional Work

If, in the opinion of the Mukhya Nagar Adhikari, Dehradun Municipal Corporation, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Project in addition to the Services, the Consultant shall carry out such additional work and with the prior authorization of the Municipal Commissioner, Municipal Corporation Dehradun Personnel required and the fees for such services shall be decided by mutual understanding.

13. Review Committee

A review committee comprising the following official has been formulated to discuss and approve the suggestions and planning proposed by the Consultant as in the Scope of Work described.

1. Municipal Commissioner, Municipal Corporation Dehradun.
2. Sr. Municipal Health Officer, Municipal Corporation Dehradun.
3. Senior Finance Officer, Municipal Corporation Dehradun.
4. Executive Engineer, Municipal Corporation Dehradun
5. Project Cell Nodal, Municipal Corporation Dehradun.

14. Key Team Members

S. No	Key Professional	Qualification
1.	Public Health/Environmental Engineer	Bachelors in Environmental/Public Health Engineering/MSc (Environment) with minimum 5 years' experience.
2.	Civil Engineer	BE/ B.Tech (Civil)/Environmental / Engineering/Planning with minimum 5 Years of experience of supervising implementation of Solid Waste Management project.
3.	Landfill Expert/SWM Expert	BE/B. Tech/MSc (Environment) with minimum 5 years relevant experience in designing landfills or construction supervision and Management of landfills/waste management facilities.

15. Evaluation Methodology

Applicants who satisfy the Minimum Conditions of Eligibility as per clause 6 shall be short listed for participation in the next stage of the Selection Process.

1	Sole proprietorship/ partnership firm/ Company incorporated certificate	10
2	Audited Balance Sheets/Financial Details	10
3	Documentary proof for working in the field of waste management like preparation of DPR for solid waste/Sanitary landfill sites/Environmental services related with waste management/ independent engineering services for solid waste management projects. Project Detail	15
4	Key Personnel's as per clause 6 PHE Engineer/Environmental Engineer Having minimum 5 Years of Experience Civil Engineer Having minimum 5 Year Experience Land Fill Expert/SWM Expert Having minimum 5 Year Experience	15 15 15
5	Approach & Methodology(Approach towards project, Activity Schedule, Time/Manning Schedule, Deliverables)	20

Note: Applicant should score minimum 60 Marks to qualify in Technical Bid

16. Format for financial Bid:

S. No.	Description	Lump sum Amount in INR (in words)	Amount in (in words)
1	Monthly Fee		
2	Yearly Increment (In %)		

Detailed as per schedule - 5

Note : Applicants to quote financial bid in the form of monthly fee only.
The service tax shall be paid extra.

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Name and seal of Applicant

Schedule 1
Cover Letter

To,

Dated:

**The Municipal Commissioner
Nagar Nigam DEHRADUN
,DEHRADUN**

Sub: Selection of Consultants to Work as Project Engineer for the Implementation of Integrated Municipal Solid Waste Management Project for NND.

Dear Sir,

With reference to your Invitation for RFP document dated -----, we, having examined the Invitation for RFP document and understood its contents, hereby submit our RFP for the aforesaid Project.

1. The RFP is unconditional and unqualified.
2. All information provided in the RFP and in the Schedules is true and correct and all documents accompanying such RFP are true copies of their respective originals.
3. We acknowledge the right of MCD to reject our RFP without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
5. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause of the Invitation for RFP document, in respect of any tender issued by or any agreement entered into with NND or any other public sector enterprise or any government, Central or State;
6. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any RFP that you may receive nor to invite the Applicants to submit their RFPs for the Project, without incurring any liability to the Applicants
7. We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the Invitation for RFP document and are qualified to submit RFP in accordance with the provisions of the Invitation for RFP document.
8. We certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees
9. We have studied all the Invitation for RFP document carefully and also surveyed the Project site.
10. We agree and understand that the RFP is subject to the provisions of the Invitation for RFP document. In no case, we shall have any claim or right of whatsoever nature if we are not shortlisted or our RFP is not opened.
11. We agree to keep this offer valid for 180 days from the RFP Due Date specified in the Invitation of RFP document.

12. We agree and undertake to abide by all the terms and conditions of the Invitation of RFP document.

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Applicant

**Schedule 2
Key Personnel**

Format of Curriculum Vitae (CV) for Proposed Key Personal

Proposed Position	
Name of the staff	
Date of Birth	
Education	
Experience in Years	
Employment Records	<p>From: Employer : Position Held :</p> <p>From: Employer : Position Held :</p> <p>From: Employer : Position Held :</p>

Certification

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signature of the staff:

(Signature of the Authorised signatory)
 (Name and designation of the of the Authorised signatory)
 Name and seal of Applicant

Schedule - 3

Composition of the Team Personnel and the task which would be assigned to each Team Member

1. Technical/Managerial Staff

Sl.No.	Name	Position	Task assignment
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2. Support Staff

Sl.No.	Name	Position	Task assignment
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Schedule 4

Financial Details of the Applicant

Description	Turnover (In Lacs)
FY 2013-14	
FY 2014-25	
FY 2015-16	

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Applicant

Schedule - 5
WORK PLAN TIME SCHEDULE

A. Field Investigation

Sl. Item Month wise Program

No. 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th

B. Compilation and submission of reports

- 1) Plan for submitting monthly assessment Reports
- 2) Plan for submitting monthly waste quantity received and processed

C. A short note on the line of approach and methodology outlining various steps for performing the study.

D. Comments or suggestions on "Terms of Reference."

Schedule - 6

DETAILED FORMAT FOR FINANCIAL PROPOSAL

[IN THE LETTERHEAD OF THE BIDDER]

Request for Proposal for Engaging Independent Engineer cum Project Management Consultant for the establishment of Integrated MSW Processing Facility with Engineered Sanitary Landfill Facility at Dehradun in Uttarakhand under Public Private Partnership mode Having gone through this RFP document and having fully understood the Scope of Work for the Project as set out in this RFP document, we are pleased to quote the following Professional fees for the Assignment as per the specified Scope of Work:

Sl. No	Scope of Work	Monthly Professional Fee (in words and figures) in INR
	Independent Engineer cum Project Management Consultant for the establishment of Integrated MSW Processing Facility with Engineered Sanitary Landfill Facility at Dehradun in Uttarakhand under Public Private Partnership mode	

Break-Up of Fees

Sl. No	Particulars	Amount in Rs. (Monthly)
1	Remuneration to Key Personnel	
2	Remuneration to Professional Staff and Support Team for the Project	

3	Travel Expenses of experts to the site	
4	Local Travel & Accommodation of Staff Members and Experts	
5	Cost for Document Printing	
7	Office Supplies, Utilities and Communication	
8	Office Furniture and Equipment including other establishment expenses	
9	Other Expenses	
10	Total Cost (Add 1 to 9)	

The project shall be completed in all respects and in accordance with the stipulated conditions, codes, manuals, specifications and instructions of the owner

Note:

1. The Financial Proposal is inclusive of all out pocket expenses which may be incurred towards travel, accommodation, documentation and communication, during the period of assignment and the cost of conducting training, accommodation, lodging and boarding expenses of the participants.
2. In case of difference in amount quoted in figures and words, the lower value shall be considered for evaluation.

Signature and seal of Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

Schedule – 7

WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL

MONTHS

Name	Position	1	2	3	4	5	6	7	8	9	10	11	12	Number of months
------	----------	---	---	---	---	---	---	---	---	---	----	----	----	------------------

Total

Reports Due/Activities and Duration

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

Field Full Time

Part Time

Reports Due

Activities Duration

Schedule – 8

INDEPENDENT PROJECT ENGINEER CUM PROJECT MANAGEMENT CONSULTANT SERVICES CONTRACT

This AGREEMENT (“Contract”) is made on the _____ day of _____, 2016,
between

Municipal Corporation Dehradun _____, Uttarakhand (hereinafter called the MCD)

And

M/s Dehradun Waste Management Pvt. Ltd., Dehradun (hereinafter called the DWM)

And

M/s. _____, having its registered office at _____ (hereinafter called the **Consultant**).

WHEREAS MCD is currently engaged in developing Integrated Municipal Solid Waste Management Project for Dehradun Municipal Corporation (hereinafter referred to as Project). This Project is undertaken with private participation on a DFBOT model.

WHEREAS in connection with the development of this Project, MCD intends to engage a Consultant who will act as the Independent Engineer cum Project Management Consultant.

WHEREAS the selected Consultant will work with MCD in establishing adequate control systems and procedures as Independent Engineer cum Project Management Consultant during the construction, operation & maintenance phase of the Project.

WHEREAS the MCD has selected the Consultant through a competitive tender process to carry out the work as Independent Engineer cum Project Management Consultant and related work necessary for the effective implementation of the Project on the terms and conditions hereinafter set forth and the Appendices attached hereto and specific authorizations related thereto, which the Consultant has agreed to do;

NOW THEREFORE the parties hereto agree as follows:

Clause 1: Services.

The work to be performed by the Consultant under the Contract (such work being hereinafter called the Services) is more particularly described in the Terms of Reference (TOR) set forth in Appendix A. The Services, Facilities and Equipment to be provided by MCD are provided in Appendix B.

Any modifications to such TOR that materially impact upon the Services shall be effected only through mutual discussions and agreement and such modifications shall be signed by and between the Parties.

Clause 2: Reports.

The Consultant shall submit to the MCD, 3 (three) copies of monthly progress report of the Project to the constituent ULBs of the Project in English language depicting the progress of the Project as per the tender documentation and the Concession Agreement signed between MCD and the Operator/Concessionaire.

All written communications under the Contract, including any correspondence between the Consultant and the MCD shall be in English.

Clause 3: Personnel.

- (a) The Services shall be carried out by the personnel ("Personnel") of the Consultant and the Consultant shall be responsible for the payment of salary and other employee benefits to the Personnel. The MCD shall not be responsible for any payment to the Personnel of the Consultant.
- (b) The Consultant shall, at all times, ensure that there is a Project Manager to supervise and coordinate the operations of the personnel in the field as well as such other personnel as may be required for the satisfactory performance of the Services and the Project Manager shall be responsible for liaison between the Consultant and the MCD. The list of Personnel shall be in line with the RFP issued by MCD for the appointment of the Consultant.

- (c) The Consultant shall inform in writing to the MCD on the authorized signatory of the Consultant who shall sign the reports and invoices from the Consultant side.

Clause 4: Commencement Date.

The Consultant shall commence the Services within Thirty (30) calendar days upon the MCD has given to the Consultant the Work Order. It is presently anticipated that fieldwork will commence not later than _____ 2016.

Clause 5: Date of Arrival.

The Consultant shall promptly inform the MCD of the date of arrival of the personnel in the site.

Clause 6: Maximum Payment to the Consultant & Duration of Services.

- (a) Subject to subparagraph (b) hereunder, and except as may be otherwise agreed between the Parties, and notwithstanding any other provisions of this Contract, monthly payments to the Consultant under this Contract shall be Rs. _____ (Rupees____) per month being the quoted amount of the Consultant in his Proposal submitted to the MCD.
- (b) The amount specified in Subparagraph (a) here above has been fixed on the basis of the Financial Quote received from the Consultant in the competitive Bid Process and is for a period of 5 (five) years from the date of issue of the Work Order (“Term of Service”). The initial duration of the services of the Independent Engineer cum Project Management Consultant is 5 (five) years from the date of issue of Work Order (“Initial Term”). Upon completion of the Initial Term, the Contract will be extended for a further duration of 5 (five) years provided there is no delay to the project caused due to the Consultant. Beyond the above durations, any extension will be at the discretion of the MCD.
- (c) The annual increase of the monthly fee is fixed at -----percent for the Initial Term and for any extensions thereon.
- (d) The expenditure of the Consultant towards handling of the assignment and approval processes including visiting the office or plant of the Concessionaire or visit by experts to

Dehradun for the purpose of the project, statutory authorities, inspection of sites/factories, inspection of materials at manufactures place, quality or other tests of samples or equipment, communication etc. shall be reimbursed by MCD upon submission of actual bills.

Clause 7: Accounts for Payment.

- a. Subject to Clause 6 above, all payments under this Contract shall be made to the following account(s) of the Consultant:

A/c Name: _____

A/c. Number:

- b. The Consultant shall submit its invoices to the Municipal Commissioner, MCD. The schedule of payments will be monthly.

Notes:

1. Contracted Price is the final price arrived at after negotiations, if any with the MCD.
2. Deduction of taxes shall be made from the fee at every stage of payment as applicable, of GOI and State of Uttarakhand.
3. Service Tax and education cess will be paid extra along with the monthly fee.
4. The services are subject to taxes. The service tax at prevailing rates (currently 15%) will be paid to the Consultant in addition to the agreed remuneration in accordance with the applicable laws. The payment of remuneration to Consultant is subject to deduction of other taxes at source, as per prevailing rates and laws.

Clause 8: Authorized Representative of Consultant.

Any action required or permitted to be taken, and any documents required or permitted to be executed under this Contract may be taken or executed on behalf of the Consultant by the designated representative and on behalf of the MCD by Municipal Commissioner, MCD.

Clause 9: Notices and Requests.

Any notice or request required or permitted to be given or made under the Contract shall be in writing and in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, or facsimile in writing to the party to which it is required to be given or made at such party's address specified below or at such other address as such party may specify in writing.

For MCD

Designation: Municipal Commissioner

Address:

Phone:

Fax:

For the Consultant:

Name:

Designation: Address: Telephone Nos.:

Clause 11: Notice of Delay:

In the event that the Consultant encounters delay in obtaining the required services or facilities for the conduct of the Services, the Consultant shall promptly notify the MCD of such delay, and may request an appropriate extension of time for completion of the Services.

Clause 12: Effective Date & Termination.

The Contract shall become effective upon the issue of the Work Order by MCD to the Consultant. This Contract can be terminated by the MCD upon:

- (i) The Consultant has failed to commence its activities within the stipulated time frame mentioned in the Work Order or within such extension of time given by MCD, as applicable

- (ii) The Consultant has failed to submit the monthly progress reports for a period of a continuous three months
- (iii) Any representation made or warranties given by the Consultant under this Agreement is found to be false or misleading.
- (iv) The Consultant assigns the Contract in favour of any person save and except as otherwise expressly permitted by the MCD
- (v) A resolution for voluntary winding up has been passed by the shareholders of the Consultant's company.
- (vi) The Consultant is ordered to be wound up by a court of competent jurisdiction except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Consultant are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement.
- (vii) The Consultant suspends or abandons the Contract without the prior consent of MCD, provided that the Consultant shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations by MCD thereby forcing the Consultant suspending the work under the Contract.
- (viii) The Consultant unlawfully repudiates this Contract or otherwise evidences an intention not to be bound by this Contract.

Clause 13: Miscellaneous.

- (a) No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this Contract upon any default shall impair any such right, power or remedy, or be construed to be a waiver thereof or an acquiescence in such default; nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.
- (b) The Appendices attached hereto, which including this Agreement collectively constitute this Contract (as defined hereinabove) are each integral and substantive parts of this

Contract and are fully binding on each of the parties hereto as of the effective date of this Contract.

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

FOR AND ON BEHALF OF

(MCD)

Authorized Representative

FOR AND ON BEHALF OF

(THE DWMPL)

Authorized Representative

FOR AND ON BEHALF OF

(THE CONSULTANT)

Authorized Representative

List of Appendices

- A. Scope of Services/Terms of Reference
- B. Services, Facilities and Equipment to be provided by MCD

Appendix – A

Scope of Services/Terms of Reference

The Project Engineer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project. Broadly, the role of the Project Engineer is to:

- (v) independently review, monitor and where required by the Agreement, to approve activities associated with the Design, Construction, Operation and Maintenance of the Project Facilities to ensure compliance by the Concessionaire with the Construction Requirements and Operation & Maintenance Requirements,
- (vi) Certify on a daily basis, the following quantum of MSW:
 - ea. collected by Concessionaire
 - fa. processed at the Waste Processing facility
 - ga. land filled at the Landfill Facility
 - ha. returned from the Project Facility as Non-confirming Waste
- (vii) report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests,
- (viii) assist the Parties in arriving at an amicable settlement of disputes, should the need arise, and

16.1 Scope of Services

The services to be provided by the Project Engineer are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Agreement.

16.2 Implementation Period - Design and Planning

Review of the following submitted by the Concessionaire:

- (v) Quality Assurance Plan;
- (vi) Implementation/ Construction Plan;
- (vii) Drawings
- (viii) O & M Plan – Construction Period;

16.3 Implementation Period - Construction

The Project Engineer would monitor, in accordance with Good Industry Practice, the progress in implementation and ensure compliance with the Construction Requirements.

For this purpose the Project Engineer shall undertake, inter alia, the following activities and where appropriate make suitable suggestions:

- (xiii) monitor the progress in implementation of the Project based on the Implementation/ Construction Plan submitted by the Concessionaire;
- (xiv) review and approve the material testing and mix designs results and recommend special tests, where required, for materials and/or completed works, require removal/substitution of unsuitable materials and /or works and report deficiencies in respect of the same to NND;
- (xv) review and monitor the quality assurance and quality control procedures followed by the Concessionaire;
- (xvi) review the manpower and equipment deployed by the Concessionaire;
- (xvii) monitor the Construction Works for conformity with the Project Requirements;
- (xviii) verify the 'As-Built' drawings for each component of the works prepared by the Concessionaire and require removal of deficiencies found therein;
- (xix) review the safety and traffic management measures implemented;
- (xx) review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
- (xxi) require, monitor and review the results of Tests to be carried out by the Concessionaire in accordance with the Construction Requirements and/or O&M Requirements;
- (xxii) require suspension of whole or any part of the Construction Works if in its reasonable opinion the same does not conform to the Construction Requirements;
- (xxiii) issue Provisional Certificate and/or Completion Certificate in accordance with the applicable provisions of the Agreement; and
- (xxiv) review and assist in finalization of the O&M Manual and first annual O&M Plan prepared by the Concessionaire.

16.4 Operations Period

16.4.1 During this period the Project Engineer would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M Requirements. The specific activities to be undertaken would include the following :

- (vii) review the O&M Plans submitted by the Concessionaire from time to time and assist the Concessionaire in finalizing the same;
- (viii) monitor O&M activities (including maintenance of equipment, standards of service, safety and environmental issues) and the overall quality of O&M activities so as to ensure compliance by the Concessionaire with the O&M Requirements, O&M Plan and O&M Manual;
- (ix) periodically review the O&M Manual for adequacy;

- (x) inspect the Project Facilities at least once a month and as and when exigencies require to ascertain conformity with Project Requirements;
- (xi) review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
- (xii) undertake a quarterly review of the various records and registers to be maintained by the Concessionaire (including the records relating to complaints and accidents) and suggest suitable remedial measures/ procedures, where necessary.

16.4.2 The Project Engineer shall certify the quantity of MSW collected, Processed in the Processing Facility and Landfill by the Concessionaire on a daily basis.

16.4.3 In the event of Emergency, the Project Engineer shall assist the Concessionaire in dealing with the same and if necessary require or permit, as the case may be, the Concessionaire to take such appropriate steps or measures including where necessary decommissioning of any Project Facilities.

16.5 Hand back of Project Facilities to NND

16.5.1 At the time of handing back the Project Facilities to NND at the end of Concession Period, the Project Engineer shall :

- (iii) monitor and certify compliance with Project Facility Hand back Requirements and
- (iv) issue a Certificate of Compliance with Project Facility Hand back Requirements to the Concessionaire.

16.6 Breach of Obligations

If during the course or upon review / inspection undertaken by the Project Engineer or otherwise, it transpires that either of the Parties is in breach/ default of any of its obligations under the Agreement, the Project Engineer shall, under intimation to the other Party, require the defaulting Party to remedy such breach/ default within such time and in such manner as the Project Engineer may deem fit and in each case the same shall be recorded.

16.7 Meetings, Records and Reporting

- (d) The Project Engineer would be required to participate in the Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month during the Construction Period and once every two months during the Operations Period as also to participate in emergency or extra-ordinary meetings of the Parties held to deal with any Emergency, Force Majeure Event or other exigencies.
- (e) The Project Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:

- (xii) Manpower deployed and other organisational arrangements of the Project Engineer;
 - (xiii) Reviews of documents submitted to it by the Concessionaire to meet Project Requirements, such as manuals, Drawings, As-Built drawings, schedules, plans and reports;
 - (xiv) Inspections undertaken and notices/instructions issued to the Concessionaire;
 - (xv) Review of compliance with Project Requirements;
 - (xvi) Records of quantities of waste certified daily with respect to door to door collection, Processing and Landfill done by the Concessionaire
 - (xvii) Tests;
 - (xviii) Change in Law;
 - (xix) Emergency (including accidents);
 - (xx) Force Majeure Events;
 - (xxi) Breaches and defaults by the Parties;
 - (xxii) Project Facility Hand back Requirements; and
- (f) The Project Engineer would be required to submit the following reports to the Parties during the Concession Period :
- (viii) Implementation / Construction Period
 - Monthly Progress Report (including details of slippages and remedial measures)
 - Report on Tests and report on notices Issued
 - Completion Certificate (including Provisional Certificate)
 - Report on Project Equipments and Vehicles purchased by the Concessionaire for implementation of the Project.
 - Any supplemental or special report that may be considered necessary by the Project Engineer (including Emergency, Force Majeure, and breach of obligations).
 - Any other report as may be reasonably required by NND or as may be necessary to give effect to the provisions of the Agreement.
 - (ix) Operations Period
 - Monthly O&M Report (including details of waste collected, Processed and Landfill)
 - Report on Tests and report on notices Issued

- Any supplemental or special report that may be considered necessary by the Project Engineer (including Emergency, Force Majeure, and breach of obligations)
 - Annual Review of O&M Manual
 - Any other report as may be reasonably required by NND or as may be necessary to give effect to the provisions of the Agreement.
- (x) Report on Project Facility Hand back Requirements.
- (xi) Any other report as may be reasonably required by NND or as may be necessary to give effect to the provisions of the Agreement.
- (xii) It shall also be the sole responsibility of the Consultant for the accuracy of the quantities estimated by him and any variation in quantities of more than 5% of the actual estimates shall attract penalty as may be decided by the Municipality.
- (xiii) If the Consultant fails to report to the Dehradun Municipal Corporation on the progress of works as stipulated in this Agreement or fails to advise the Dehradun Municipal Corporation on the steps it shall require to be taken for the smooth conduct of the implementation and operation of the Integrated Municipal Solid Waste Management Project as per this Contract, the Mukhya Nagar Adhikari will, at his discretion, impose a penalty of such amount as he may deem fit for every month that the work remains un-commenced or unfinished after the proper period set by the Dehradun Municipal Corporation, provided however the total amount of penalty imposed during the term of the Contract shall not exceed 15% (fifteen) of the annual consulting fees.
- (xiv) The Integrated Solid Waste Management Project at Dehradun is designed as a model project in India and Dehradun Municipal Corporation expects the Consultant selected as Independent Engineer cum Project Management Consultant act as the key agency for monitoring the successful implementation of the project in time as per the Concession Agreement to be signed between the Operator/Concessionaire and the Dehradun Municipal Corporation. Hence the Consultants are advised to give effect to the quality of the tasks utmost priority and importance. Accordingly high quality proposals are expected from the Consultants.

Payments to Project Engineer

- (c) All fees, costs, charges and expenses payable to the Project Engineer in accordance with the terms of its appointment (collectively “the Remuneration”) shall be borne by NND.
- (d) The concessionaire shall always provide one month’s advance payment to NND towards remunerations of the Project Engineer and in case of failure to do so, NND may claim the same from performance guarantee or deduct from any payments due to the concessionaire.
- (e) The Project Engineer shall, submit its invoice to the NND for payment of the Remuneration (hereinafter referred to as “Project Engineer Invoice”).

Note: - *Contracted Price is the final price arrived at after negotiations, if any with the Consultant. Deduction of taxes shall be made from the fee at every stage of payment as applicable, of GOI and State of Uttarakhand.*

Replacement of the Project Engineer

- (b) The NND may replace the Independent Project Engineer in any of the following circumstances by giving a 30 days written notice :
 - (iv) If, NND or the Concessionaire has reason to believe that the Project Engineer has not discharged its duties in a fair, appropriate and diligent manner;
 - (v) if, in accordance with the terms of its appointment the Project Engineer resigns or notifies its intention not to continue as the Project Engineer;
 - (vi) any other circumstance which in the opinion of the Parties warrants replacement of the Project Engineer.

Appendix B

Services, Facilities and Equipment to be provided by MCD

MCD will provide the following services, facilities and equipment for the conduct of the Services of the Consultant.

1. MCD will depute an official for the regular interaction including for settlement of bills of the Consultant.
2. MCD will assist the Consultant in obtaining all relevant information pertaining to the project.
3. MCD will allow the Consultant to use a room in the municipal office/ project site with adequate ventilation along with an officer chair, four normal chairs and an almirah for keeping files for the smooth day to day conduct of the Services.