



GOVERNMENT OF SINDH



REQUEST FOR PROPOSAL SELECTION OF CONSULTANTING FIRMS

FOR

Consultancy Services for 'Monitoring, Evaluation & Supervision of 'Front End Collection, Transportation & Disposal of Municipal Solid Waste Contract' of DMC – East, Karachi'

Quality & Cost Based Selection (QCBS) Method

Reference: SSWMB/Re-NIT-8.4

Sindh Solid Waste Management Board

Bungalow No. 13, Al-Hamra Housing Society,
Shaheed-e-Millat Road Karachi.

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SECTION - I

Letter of Invitation

LETTER OF INVITATION

1. The Sindh Solid Waste Management Board – SSWMB (hereinafter called “Procuring Agency”) invites proposals from the national, qualified and registered well-reputed firms / companies for Selection of Consulting Firms for providing **“Consultancy Services for ‘Monitoring, Evaluation & Supervision of ‘Front End Collection, Transportation & Disposal of Municipal Solid Waste Contract’ of DMC – East, Karachi”**.

More details on the services are provided in the Terms of Reference (ToRs).

2. Interested national firms with relevant expertise and having valid registration with legal entity (e.g. PEC), relevant tax authorities (e.g. Federal Board of Revenue, Sindh Revenue Board) are requested to send their proposals to the undersigned in two separate sealed envelopes clearly mentioned as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL”.

3. A firm will be selected under **Quality and Cost Based Selection Method** and procedures described in this RFP and in accordance with the Sindh Public Procurement Rules 2010 (amended 2013).

4. The RFP Document includes the following:-

Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants (including Data Sheet)
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 – Standard Forms of Contract

5. Please inform us in writing at the following address upon receipt; **Not applicable**

(a) *that you received the letter of invitation; and*
(b) *whether you will submit a proposal alone or in association*

6. Firms, who wish to participate, may contact at the following address:

Sindh Solid Waste Management Board,
Bungalow No. 13, Al-Hamra Housing Society,
Shaheed-e- Millat Road Karachi
Ph# +92 21 9933 3704-06 Facsimile: +92 21 9933 3707
URL www.sswmb.gos.pk Email: info@sswmb.gos.pk

7. All proposals must be accompanied with a Bid Security of an amount of Rs. 500,000/- (Pak Rupees Five Hundred Thousands only), in line with SSPRA requirements, in the shape of Pay Order or Bank Draft. This Bid Security shall be placed in the Technical Proposal Envelope. ***Non-submission of the Bid Security in the Technical Proposal Envelope shall render the proposal Non-responsive and it shall not be evaluated.***

8. Proposals reaching the SSWMB office after the date and time for submission shall not be considered and will be summarily rejected. SSWMB shall not take any responsibility for proposals delayed in post, courier, transit or any other mode of submission.

9. The firm / JV Association (including all partners of the JV or Association) finally selected for the feasibility study, preliminary engineering design, etc. will not be allowed to participate in the Design-Build / PPP contract of the project.

Yours Sincerely,
Managing Director,
Sindh Solid Waste Management Board,
Government of Sindh, Karachi.

SECTION - II

Instructions to Consultants

Instructions to Consultants

1. Definitions

(a) “Procuring Agency (PA)” means any department or office of Government; or District Government; or any authority, corporation body or organization established by law or which is owned or controlled by Government;

(b) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

(c) “Contract” means an agreement enforceable by law and includes General and Special Conditions, specifications, drawings and bill of quantities;

(d) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions;

(e) “Day” means calendar day including holiday;

(f) “Government” means the Government of Sindh;

(g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposal;

(h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant (Not Applicable in this tender).

(i) “Proposal” means the Technical Proposal and the Financial Proposal;

(j) “RFP” means the Request For Proposal prepared by the procuring Agency for the selection of Consultant;

(k) “Sub-Consultant” means any person or entity to which the Consultant subcontracts any part of the Services;

(l) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring Agency named in the **Data Sheet** will select a consulting firm/organization (the Consultant) in accordance with the method of selection, **Quality and Cost Based Selection (QCBS)** as per SPP Rules 2010 (amended 2013).
- 2.2 The eligible Consultants (shortlisted if so) 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.
- 2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference (if held) as specified in the **Data Sheet**. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the **Data Sheet** for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.5 Procuring Agency may provide facilities and inputs as specified in **Data Sheet**.

3. Conflict of Interest

- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- i. A consultant that has been engaged by the procuring agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired

to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

- ii. A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.
- iii. A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

Conflicting Relationships

3.2 Government officials and civil servants may be hired as consultants only if:

- i. They are on leave of absence without pay;
- ii. They are not being hired by the agency they were working for, six months prior to going on leave; and
- iii. Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s) observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public Procurement Rules 2010 (Amended 2013) which defines:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of SPPR 2010 (Amended 2013), "The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be black-listed shall be accorded adequate opportunity of being heard".

5. Integrity Pact

Pursuant to Rule 89 of SPPR 2010 (Amended 2013) Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million (**Annex-A**).

6. Eligible Consultants

- 6.1** If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPRA 2010 for the Consultant(s) for which these RFP documents are being issued, those firms in case of Joint Ventures with the same partner (s) and Joint Ventures Structures - that had been pre-qualified are eligible (Not applicable).
- 6.2** Short listed consultants emerging from request of expression of interest are eligible (Not applicable).
- 6.3** All Consulting firms having following are eligible to submit RFP / participate:
- i. Valid registration with FBR, SRB, and;
 - ii. Valid registration with Pakistan Engineering Council as Consulting Firm in relevant category and discipline, having PEC Service Codes & Project Profile Codes as mentioned in the Data Sheet. The firms having proof of submission of application for renewal of registration with Pakistan Engineering Council within the period prescribed by PEC are also eligible to apply but they shall have to obtain renewal before award of tender or else their Bid Security shall be forfeited.

7. Eligibility of Sub-Consultants

A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short-listing process.

8. Only one Proposal

Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.

9. Proposal Validity

- 9.1** The **Data Sheet** indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

	9.2	Consultants shall submit required bid security along with financial proposal defined in the Data Sheet (which shall not be less than one percent and shall not exceed five percent of bid amount).
10. Clarification and Amendment in RFP Documents	10.1	Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.
	10.2	At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.
11. Preparation of Proposals	11.1	In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.
	11.2	The estimated number of professional staff months or the budget required for executing the assignment should be shown in the Data Sheet , but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.
12. Language		The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English . However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
13. Technical Proposal Format and Content	13.1	While preparing the Technical Proposal, consultants must give Particular attention to the following: <ul style="list-style-type: none"> i. If a consultant considers that it may enhance its expertise for the assignment by associating with other consultants in a joint venture or sub-consultancy, it may associate with any one if so indicated in the Data Sheet. A consultant must first obtain the approval of procuring agency if it wishes to enter into a joint

venture. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture

- ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet, The proposal shall, however, be based on the number of For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- iv. Proposed professional staff must, at a minimum, have the experience indicated in the **Data Sheet**, preferably working under similar geographical condition.
- v. Alternative professional staff shall not be proposed, and only one curriculum Vitae (CV) shall be submitted for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms.
TECH-1 is Technical Proposal submission Form.

- i. A brief description of the consultant organization (Section 3: TECH-2A) and an outline of recent experience on assignments of a similar nature (**Section 3: TECH-2B**). For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (**Section 3: TECH-3A& 3B**)
- iii. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing (**Section 3: TECH-5**).
- iv. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (**Section 3: TECH-6**). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last five years.
- v. Estimates of the total staff input (professional and

support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member **(Section 3: TECH-7 & TECH-8)**.

- vi. A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the **Data Sheet** specifies training as a major component of the assignment **(Section 3: TECH-4)**.
- vii. Any additional information requested in the **Data Sheet**.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including **(a)** remuneration for staff (in the field and at the Consultants' office), and **(b)** reimbursable expenses indicated in the **Data Sheet** (if applicable). Alternatively, Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

15.1 The Consultant will be subject to all admissible taxes (such as sales tax or services tax or value added tax, social charges or income taxes) including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission, Receipt, and Opening of Proposals

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 to 8 of Section 3 and FIN-1 to 4 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of Technical Proposal, the original governs.

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated

in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 16.4** The proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by PA after the deadlines for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

17. Proposal Evaluation

- 17.1** From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and / or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18. Evaluation of Technical Proposals

- 18.1** The **Consultant Selection 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). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

In the case of Quality-Based Selection, selection based on Consultant's qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

Public Opening and Evaluation of Financial Proposals: (LCS, QCBS, and Fixed Budget Selection Methods Only)

- 18.2** After the technical evaluation is completed, the Procuring Agency shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the

opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

19. Evaluation of Financial Proposals

19.1 Financial Proposals shall be opened publicly in the 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. The Financial Proposal of the Consultants who met the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

19.2 The Consultant Selection 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 former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

19.3 In case of **Quality and Cost Based Selection (QCBS) Method** the lowest evaluated Financial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) 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 be invited for negotiations.

20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21. Technical negotiations

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the

		Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.
22. Financial Negotiations	22.1	If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal – Standard Forms of this RFP).
	22.2	Extent of contract negotiation – Procuring Agency may negotiate with the highest rank bidder regarding methodology, work plan, staffing and special conditions of the contract. The procuring agency shall not permit substitution of key staff, unless both parties agree that undue delay in selection process makes such substitution unavoidable. Similarly, negotiation shall not seek changes in the rate quoted by the bidder. In case of failure of negotiations the procuring agency may invite second ranked bidders as per the evaluation report.
23. Availability of Professional staff/experts	23.1	Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
24. Award of Contract	24.1	After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the SPPRA and on its own website, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of require-

	ment, as the case may be.
	<p>24.2 After publishing of award of contract consultant would be required to submit a performance security at the rate indicated in date sheet.</p> <p>24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
25. Confidentiality	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.
26. Duties & Taxes	All taxes, duties, fees and other contractual cost regarding the signing of contract shall be borne by the consultants / JV consulting firm.
27. Proposal Preparation cost	Consulting firm, JV consulting firms shall bear all costs associated with preparation and submission of their proposals.

DATA SHEET

Sr. No.	Reference Paragraph	Data
1.	1.1	<p>Name of the Assignment:-</p> <p>“Consultancy Services for Monitoring, Evaluation & Supervision of ‘Front End Collection, Transportation & Disposal of Municipal Solid Waste Contract’ of DMC – East, Karachi”</p> <p>Name of the Procuring Agency (Procuring Agency): Sindh Solid Waste Management Board (SSWMB)</p> <p>The Name of the Procuring Agency official(s):</p> <p>Managing Director, Address: Sindh Solid Waste Management Board, Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi. Telephone: +92 21 9933 3704-6 Facsimile: +92 21 9933 3707 E-mail: info@sswmb.gos.pk</p>
2.	1.2	<p>The method of selection is: “Quality and Cost Based Selection (QCBS)” Rule No. 72 (3) of SPPRA Rules (2010) Amended (2013)</p>
3.	1.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes (but Financial & Technical Proposals are to submitted in separate envelopes)</p>
4.	1.4	<p>The Procuring Agency will provide the following inputs and facilities:</p> <p>All the available data and reports, if any, will be shared with successful consultants.</p>
5.	1.5	<p>The Proposal submission address is:</p> <p>Managing Director, Sindh Solid Waste Management Board (SSWMB), Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi. Tel No. +92 21 9933 3704-6 – Fax +92 21 9933 3707</p> <p>Proposals must be submitted not later than the following date and time: Date: 07th June, 2017 Time: 11:00 AM</p>
6.	1.6	<p>Expected date for commencement of consulting services Date: 3rd / 4th week of June 2017 at Karachi.</p>
7.	3.1	<p>The firm/ JV/ Association (including all partners of the JV or association)</p>

		finally selected for the feasibility study, preliminary engineering design, etc. will not be allowed to participate in the design-Build PPP contract of the project.
8.	5.1	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs. 2.5 million
9.	6	<p>Eligibility of Consultants:</p> <p>The Mandatory Eligibility requirements for the Consultants are as follows:</p> <ol style="list-style-type: none"> 1. Duly registered / Licensed by Pakistan Engineering Council as Consulting Engineers for the year 2017 or beyond having specialized Project Profile Codes 1204. (In case of a JV or association of consultants, the Lead Firm should have fulfill the above criteria) 2. The firms having proof of submission of application for renewal of registration with Pakistan Engineering Council within the period prescribed by PEC are also eligible to apply but they shall have to obtain renewal before award of tender or else their Bid Security shall be forfeited. 3. Registration with Federal and Provincial Tax Authorities. 4. Not having been blacklisted by any government, semi-government department, agency, autonomous body, or other clients.
10.	9.1	Proposals must remain valid for 90 days after the submission date.
11.	10.1	<p>Clarifications may be requested not later than <u>five</u> days before the Submission date:</p> <p>The address for requesting clarification is:</p> <p>Managing Director, Sindh Solid Waste Management Board (SSWMB), Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi. Tel No. +92 21 9933 3704-6 – Fax +92 21 9933 3707</p>
12.	11.2	The estimated number of professional staff-months required for the assignment is: As given in Section 5 (Terms of Reference).
13.	12.	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
14.	13.1	The format of the Technical Proposal to be submitted is FTP✓ or STP_____
		<p>Eligibility, Responsiveness & Qualification Criteria:</p> <p>13.1 (a) Eligibility & Responsiveness Criteria:</p> <ol style="list-style-type: none"> 1. The applicant (or the lead firm in case of a JV or association of consultants) must be a registered / licensed Consulting Engineer from Pakistan Engineering Council with a valid license for the year 2017 or beyond or valid application for renewal with Project Profile Codes 1204.

		<p>COPY OF PEC LICENSE MUST BE SUBMITTED.</p> <ol style="list-style-type: none"> Registration with FBR and SRB. The applicant (all firms in case of a JV or association of consultants) must not be blacklisted from any government / semi-government department, agency, autonomous body, or other clients. An affidavit on stamp paper of Rs. 50/- that the firm is not blacklisted by any government / semi-government department, agency, autonomous body or other clients. (Separate affidavits for all firms in case of JV or association) Details of litigation / arbitration in last ten years with result thereof. If no litigation / arbitration, an affidavit in this regard should be submitted by the applicant (or all partners in case of a JV or association) on stamp paper of Rs. 50. All information required in the RFP is submitted. Submission of Bid Security in Technical Proposal Envelope for an amount of Rs. 500,000/- (Pak rupees Five Hundred Thousands only) in shape as approved by SPPRA. <p>NOTE: ALL DOCUMENTS MENTIONED ABOVE MUST BE SUBMITTED WITH THE PROPOSAL. <i>Applicants will be declared as non-responsive and their proposals will not be evaluated further if the above documents are not attached with the application or PEC licensing requirements are not met. In such a case, their financial proposals shall be returned unopened as per SPPRA Rules.</i></p>	
		<p>13.1 (b) Qualification Criteria:</p> <p>A. <u>PROFILE, EXPIRIENCE AND PAST PERFORMANCE OF THE FIRM</u></p>	25 Marks
		<p>1. <u>PROFILE OF THE FIRM</u></p> <ol style="list-style-type: none"> Name, address, telephone, fax no. and email address of firms Ownership, organization structure and year of establishment of the applicant Firm of Lead Firm in case of JV or association. <p>(One mark for every year of existence) subject to a maximum of 10 marks. Documentary Evidence of Year of Establishment of firm is to be provided</p> <p>2. <u>GENERAL EXPIRIENCE</u></p> <p>Overall experience of the firm as prime consultant (1.5 point of each project of Rs. 50 million or above, in last 15 years up to a maximum of 05 such projects). Documentary proof (i.e. work order and/or completion certificate) be attached. The projects should be presented strictly in the following format and no additional information should be given</p>	<p>10 Marks</p> <p>7.5 Marks</p>

		<table border="1"> <tr> <th rowspan="2">Sr. No.</th> <th rowspan="2">Name of work</th> <th rowspan="2">Employer/ client</th> <th rowspan="2">Amount</th> <th colspan="2">Date</th> <th colspan="2">Documents enclosed(y/n)</th> </tr> <tr> <th>Start</th> <th>Compl.</th> <th>Work Order</th> <th>Compl.</th> </tr> <tr><td>1</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table> <p>3. <u>SPECIFIC EXPERIENCE</u> Specific Experience i.e. Solid Waste Management Works, completed as prime consultants (1.5 points for each project of Rs. 50 million or above, in last 05 years up to a maximum of 05 such projects). Documentary proof (i.e. work order/or completion certificate) be attached. The project should be presented strictly in the following format and no additional information should be given:</p> <table border="1"> <tr> <th rowspan="2">Sr. No.</th> <th rowspan="2">Name of work</th> <th rowspan="2">Employer/ client</th> <th rowspan="2">Amount</th> <th colspan="2">Date</th> <th colspan="2">Documents enclosed (y/n)</th> </tr> <tr> <th>Start</th> <th>Compl.</th> <th>Work Order</th> <th>Compl.</th> </tr> <tr><td>1</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table> <p>Notes:</p> <ol style="list-style-type: none"> 1. Documentary Evidence (agreement or work orders) of each project is to be provided and only those projects shall be considered for evaluation for which documentary evidence is provided. 2. In order to expedite the evaluation process, the applicants shall indicate only the maximum number of projects required in the above categories, which in their opinion shall exhibit the best credentials for the applicant. 3. The projects in 2 & 3 may be repeated if they fall in more than one category but the applicant has to identify projects in each category separately in order to be considered for evaluation. Copies of work orders (if repeated project) may however be appended only once. 	Sr. No.	Name of work	Employer/ client	Amount	Date		Documents enclosed(y/n)		Start	Compl.	Work Order	Compl.	1								2								3								4								Sr. No.	Name of work	Employer/ client	Amount	Date		Documents enclosed (y/n)		Start	Compl.	Work Order	Compl.	1								2								3								4								7.5 Marks
Sr. No.	Name of work	Employer/ client					Amount	Date		Documents enclosed(y/n)																																																																																	
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4																																																																																											
		B. <u>ADEQUACY OF THE PROPOSED METHODOLOGY AND WORK PLAN</u>	40 Marks																																																																																								
		a) Technical Approach and Methodology b) Work Plan c) Organization and Staffing	30 05 05																																																																																								
		C. <u>PROPOSED PROJECT TEAM</u>	20																																																																																								
		Key professional Staff qualifications & competence for the assignments: The applicant should demonstrate that the proposed project team is from the																																																																																									

		personnel available with them on a permanent basis. The CVs of the key professionals and team members must be submitted with the proposal. SSWMB may ask the applicant (Consulting Firm) to provide proof of association with the firm for each or any individual claimed by the Firm in order to be considered for evaluation of these personnel.
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S. No.	Position	Qualification / Experience required	Maximum Marks
1	Project Manager / Team Leader	PhD in Engineering / Masters in Environmental Engineering / Science / MBA / M.B.B.S. with Post graduation in Public Health with 10/15 years related field experience such as Director Health / Health Officer or having at least 2 SWM Projects in his credentials.	06
2	Chief Sanitary Inspector	Bachelors Degree with Diploma / Recognized Qualification in Sanitation / Hygiene with 10/15 years experience as Chief Sanitary Inspector or Sanitary Inspector.	2.5
3	Mechanical Engineer	Masters in Engineering / Bachelors Engineering with 10 / 15 years of experience	03
4	Electrical Engineer	Masters in Engineering / Bachelors Engineering with 10/15 years of experience	03
5	Sociologist / Economist	Masters / Bachelors Degree with minimum 10/15 years experience	2.5
6	GIS / Information Technology / Computer Science Specialist	Masters / Bachelors Degree with minimum 10/15 years experience	03
Total Marks			20

Notes:

1. Each individual claimed by the applicant whose CV showing that the said individual is an employee of the firm (for last three months) are attached, will be evaluated for the marks given in front of the position. If the CV and / or required proof as mentioned above are not provided, on demand, the individual will not be evaluated.
2. For each of the above positions (Expert or Engineer / Professional), a permanent employment certificate with the firm for at least 06 months shall have to be submitted by the firm to get full marks. In case of non-submission of permanent employment certificate, only 50% of the scored marks shall be awarded.

3. Only one individual shall be evaluated for each position given above.
4. Only those individuals shall be evaluated who have the requisite qualifications and overall experience mentioned against each category of personnel. As such, the qualification and overall experience shall be used to determine the eligibility of the individual to be evaluated.
5. The marks will be given to the only individual having the required qualification and overall experience and the scoring shall be done against the similar projects worked-on. The related experience shall mean that the individual shall have worked on similar project type on which the individual has worked on shall be given Marks mentioned in front of each position subject to the maximum marks for each position mentioned above.

	D. Financial Stability of the Firm	15 Marks
	The applicant (or Lead Firm in case of JV / Association) should demonstrate that it has adequate financial stability by submitting copies of last five years Accounts of the firm duly signed by a qualified Auditor. 03 marks each for each year's audited accounts report.	
	TOTAL (A+B+C+D)	100
	The Qualification Criteria <ol style="list-style-type: none"> 1. In order to qualify to be shortlisted for the assignment, the applicant shall secure: <ol style="list-style-type: none"> a. Minimum 50% or more marks in each of the four main categories. b. Overall 60% or more Marks. 2. Those applicants who EITHER fail to secure 60% or more overall marks OR fail to secure 50% or more marks in any of the four categories shall not be considered qualified and their financial proposal shall be returned un-opened as per SPPRA rules. 3. Any false information provided by the applicant firms may result in disqualification. 	
13.2 (vii)	Training is a specific component of this assignment: Yes____ No ✓	
14.1	<i>List of the applicable Reimbursable expenses in local currency;</i> <p>The successful consultant shall be paid on lump sum basis (all inclusive) as per his approved lowest evaluated bid. No additional reimbursement can be claimed on whatever pretext.</p> <p style="text-align: center;">FOLLOWING IS NOT APPLICABLE</p> <p>(1) A per diem allowance in respect of the personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purpose of the services;</p>	

	<p>(2) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and most direct practicable route;</p> <p>(3) Cost of office accommodation, investigations and surveys;</p> <p>(4) Cost of applicable international or local communication such as the use of telephone and facsimile required for the purpose of Consulting Services;</p> <p>(5) Cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purpose of Consulting Services;</p> <p>(6) Cost of printing and dispatching of the reports to be produced for Consulting Services;</p> <p>(7) Other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) Cost of such further items required for purposes of the Services not covered in the foregoing.</p> <p>It should be noted by the applicants that it is Pak Rupees procurement and all prices are to be quoted in Pakistan rupees only. The PA shall pay to the successful consultants in Pakistan rupees only. The PA shall enter into a contract with the successful consultants on a Lump Sum basis for Feasibility stage.</p>
15.1	<p>Amounts payable by the Procuring Agency to the consultant under the contract to be subjected to local taxation, stamp duty and service charges: <u>YES</u></p> <p>The consultants should quote their fee inclusive of all the taxes applicable on them except the Sindh Sales Tax on Services which shall be quoted separately in addition to the quoted fee of the consultants.</p>
16.2	<p>Consultant must submit the original and <u>2</u> copies of the technical proposal, and the original of the financial proposal.</p>
19.4	<p>The system for Combined Evaluation of Technical & Financial Proposals under the Quality and Cost Based Selection Method (QCBS) shall be as follows:</p> <p>i. Financial Proposal Scoring: $S_f(\text{Financial Score of a firm}) = 100 \times F_m / F$ where F_m = the lowest evaluated price of the financial proposal opened F = the financial proposal of the proposal under consideration.</p> <p>ii. Weightages for technical & financial proposals: Technical proposal = 70% and financial proposal = 30%</p> <p>iii. Final Combined Scores: $CS = 0.70 \times St + 0.30 \times Sf$</p> <p>Where CS = Combined Score of a Proposal, St=Technical Score of the Proposal & Sf= Financial Score of the Proposal</p> <p>The Consultant achieving the highest combined technical and financial score will be invited for negotiations</p>

	The minimum technical score required to pass is 60 from a maximum of 100 points for QCBS
20.1	<p>Expected date and address for contract negotiations:</p> <p>If required, negotiations will be held in accordance with Rule of Sindh Public Procurement Rules 2010 (amended 2013)</p> <p>Managing Director, Sindh Solid Waste Management Board (SSWMB) Bungalow No. 13 Al-Hamra Housing Society, Shaheed-e-Millat road, Karachi, Tel No. +92 21 9933 3704-6 Fax: +92 21 9933 3707</p>
24.2	Successful consultant is required to submit performance security in form as required by SPPRA Rules equivalent to 5% of the contract amount

NOTE: ALL BIDDERS ARE REQUIRED TO SIGN AND STAMP EACH and EVERY PAGE OF THE BIDDING DOCUMENT BEFORE SUBMISSION.

SECTION - 3

TECHNICAL PROPOSALS - STANDARD FORMS

TECHNICAL PROPOSAL - STANDARD FORMS

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 A Consultant's Organization
 B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff
 and Facilities to be provided by the Client
 A On the Terms of Reference
 B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the As-
 signment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Experts
- TECH-7 Personnel Schedule
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

Karachi
March, 2017

To,

The Managing Director,
Sindh Solid Waste Management Board,
Bungalow No. 13, Al-Hamra Housing Society,
Shaheed-e- Millat Road, Karachi

Dear Sir,

We, the undersigned, offer to provide the consulting services for 'Consultancy Services for 'Monitoring, Evaluation & Supervision of 'Front End Collection, Transportation & Disposal of Municipal Solid Waste Contract' of DMC – East, Karachi' in accordance with your Request for Proposal dated 27 February, 2017 and extension notice 8 March 2017 and our Proposal dated --- March 2017. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.¹

We are submitting our Proposal in association with/as a Joint Venture: *[Insert a list with full name and address of each joint venture partner or sub-Consultant].*²

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.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed personnel. 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 the Data Sheet.

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

We remain,

Yours sincerely,

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

Name	and	Title	of	Signatory:
Name		of		Firm:
Address: _____				

¹ *[In case Clause Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]*

² *[Delete in case no association or Joint Venture is proposed.]*

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 the Consultant and, if applicable, Sub-Consultant and each joint venture partner for this assignment.]

B: CONSULTANT'S EXPERIENCE

[Using the format below, provide information on each assignment for which your firm, and each joint venture partner or sub-consultant for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a joint venture or sub-consultancy, for carrying out consulting services similar to the ones requested under this assignment. Use a maximum of 20 pages.]

Assignment name:	Approx. value of the contract (in current PKR or US\$):
Country: Location within country:	Duration of assignment (months):
Name of Procuring Agency:	Total No of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current PKR or US\$):
Start date (month/year): Completion date (month/year):	N ^o of professional person-months provided by the joint venture partners or the Sub-Consultants:
Name of joint venture partner or sub-Consultants, if any:	Name of senior regular full-time employees ³ 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 in the assignment:	

FIRMS NAME:- _____

³ Regular full-time employee as defined in para.3.3(ii), footnote 2 of Section 2:

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS
OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES
TO BE PROVIDED BY THE CLIENT**

A: 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 others, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B: ON COUNTERPART STAFF AND FACILITIES

[Comment here on counterpart staff and facilities to be provided by the Client according to Clause Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, and etcetera.]

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (maximum of 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

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 Client), 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, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

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 personnel.

FORM TECH-5 TEAM COMPOSITION, TASK ASSIGNMENTS

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

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

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* _____
2. **Name of Firm** *[Insert name of firm proposing the expert]:* _____

3. **Name of Expert** *[Insert full name]:* _____
4. **Date of Birth:** _____ **Citizenship:** _____
5. **Education** *[Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

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

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

8. **Countries of Work Experience:** *[List countries where expert 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 expert 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: _____

FORM TECH-7 STAFFING SCHEDULE

	Name of Staff	2. Staff input (in the form of a bar chart) ²													3. Total Staff month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ²	Total
Foreign																	
1		[Home]															
		[Field]															
2																	
3																	
n																	
											Subtotal						
Local																	
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
2 Months are counted from the start of the assignment. For each staff indicate separately the 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	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	13
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														

- 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.

SECTION 4

FINANCIAL PROPOSAL - STANDARD FORMS

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para 14 of Section 2. Forms FIN-1, FIN-2, FIN-3, FIN-5, and FIN-6 are to be used whatever is the selection method indicated in para 4 of the Letter of Invitation. However, **Form FIN-4 shall only be used when the CQS, QBS or SSS method is adopted** as detailed in para 6.3(i) of Section 2 of the RFP.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Remuneration

FIN-4 Breakdown of Reimbursable Expenses

Appendix: Instructions for preparing Financial Proposal Forms FIN-1 to FIN-4

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

The Managing Director,
Sindh Solid Waste Management Board,
Bungalow No. 13, Al-Hamra Housing Society,
Shaheed-e- Millat Road, Karachi

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Hiring of Consulting Firm for Monitoring, Evaluation & Supervision of 'Front End Collection, Transportation & Disposal of Municipal Solid Waste Contract' of DMC – East, Karachi] in accordance with your Request for Proposal notice dated 27th February 2017 and extension notice March 2017 and our Technical Proposal. Our attached Financial Proposal is for the sum of Rs. _____ [Insert amount(s) in words and figures¹].

Note: In this Consultancy Services, the Rates are to be quoted as %age of the project cost / claim of the contractor performing the job of Front-end collection & Disposal. Weightage of Financial Proposal of the firm (30%) shall be worked out by multiplying the %age rate offered by the bidder with the contract amount of the contractor performing the job of Front-end collection & Disposal for one year.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Commissions and gratuities if paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below

Name and Address of Agents	Amount in Pak Rupees	Purpose of Commission or Gratuity
____ Not Applicable ____	____ Not Applicable ____	____ Not Applicable ____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

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

1 Amounts must coincide with the ones indicated under Total in Form FIN-2.

FORM FIN-2 SUMMARY OF COSTS

ITEM	COST (Pak Rupees)
Remuneration	
Out of Pocket	
Provisional Sums	
Contingencies	
TOTAL COST OF FINANCIAL PROPOSAL	

Total cost of financial proposal in words (in Pak Rupees): _____

Signed and Stamp of Consultant

Note: In case of Joint Venture all members of JV have to sign.

FORM FIN-3. BREAK DOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase): ²	Description: ³			
Cost component	Cost			
	<i>[Indicate Foreign Currency#1]</i> ⁴	<i>[Indicate Foreign Currency#2]</i> ⁴	<i>[Indicate Foreign Currency#3]</i> ⁴	<i>[Indicate Local Currency]</i>
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

1. Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different mode so billing and p payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultants shall fill a separate form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
2. Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
3. Short description of the activities whose cost break down is provided in this Form.
4. Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
5. For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4. BREAK DOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activity (Phase): _____							
		Staff-month Rate ⁴	Input ⁵ (Staff-months)	[Indicate Foreign Currency#1] ⁶	[Indicate Foreign Currency# 2] ⁶	[Indicate Foreign Currency#2] ⁶	[Indicate Local Currency] ⁶
Foreign Staff							
		[Home]					
		[Field]					
Local Staff							
		Home]					
Total Cost							

1. Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
2. Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff)
3. Positions of Professional Staff shall coincide with the ones indicated in FormTECH-5.
4. Indicate separately staff-month rate and currency for home and field work.
5. Indicate separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
6. Indicate between brackets the name of the foreign currency. Use the same columns and currencies of FormFIN-2. Foreachstaffindicatetheremunerationinthecolumnoftherelevantcurrency,separatelyfor home and field work. Remuneration= Staff-month Rate x Input.

FORM FIN-4. BREAK DOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Agency)

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home] [Field]
		[Home] [Field]
		[Home] [Field]
		[Home] [Field]
		[Home] [Field]
		[Home] [Field]
		[Home] [Field]
		[Home] [Field]
		[Home] [Field]
		[Home] [Field]
Local Staff		
		[Home] [Field]
		[Home] [Field]
		[Home] [Field]
		[Home] [Field]
		[Home] [Field]
		[Home] [Field]
		[Home] [Field]

Form FIN-4 shall be filled in for the same Professional and Support Staff listed in FormTECH-7.

- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: drafts men, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in FormTECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES¹

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase): _____								
N°	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Foreign Currency#1] ⁴	[Indicate Foreign Currency#2] ⁴	[Indicate Foreign Currency#3] ⁴	[Indicate Local Currency] ⁴
	Per diem allowances	Day						
	International flights ⁵	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PA's personnel ⁶							
Total Cost								

1. FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
2. Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
3. Indicate unit cost and currency.
4. Indicated between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency.
Cost= Unit Cost x Quantity.
5. Indicate route of each flight, and if the trip is one-or two-ways.
6. Only if the training is a major component of the assignment, defined as such in the TOR

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Agency)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of re-		
	Equipment, instru- ments, materials,		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel ⁴		

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

2 Indicate unit cost and currency.

3 Indicate route of each flight, and if the trip is one-or two-ways.

4 Only if the training is a major component of the assignment, defined as such in the TOR.

APPENDIX. FINANCIAL NEGOTIATIONS – BREAKDOWN OF REMUNERATION RATES

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed break down sheets shall form part of the negotiated contract.

1.2 The Procuring Agency is charged with the custody of funds from Government of Sindh and is expected to exercise prudence in the expenditure of these funds. The Procuring Agency is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.

(ii) Social Costs

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iii) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

¹ Where *w*=weekends, *ph*= public holidays, *v* = vacation, and *s*= sick leave.

It is important to note that leave can be considered a social cost only if the Procuring Agency is not charged for the leave taken.

(iv) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Agency does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(v) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

(vi) Away from Headquarters Allowance or Premium

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit.

(vii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents the subsistence rate shall be the same for married and single team members.

Standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Procuring Agency Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a Procuring Agency guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social ¹ Charges	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour
Home Office									
Field									

1. Expressed as percentage of1
2. Expressed as percentage of4

Section - 5

Terms of Reference

TERMS OF REFERENCE / SCOPE OF WORK

Background:

Karachi is the biggest city of Pakistan having population of around 20 Million. Solid Waste Management is the biggest problem in the city at the moment. Total waste generation of the city is about 12,000 tons/day. Out of 12,000 tons the 9,000 tons of waste is generated within the administrative jurisdiction of Karachi Metropolitan Corporation (KMC) / District Municipal Corporation (DMC) and District Council Karachi (DCK). The remaining 3,000 tons of waste is generated in areas of other civic administrative bodies e.g. Cantonment boards, SITE, KPT, Pakistan Railways etc.

Present system of collection and disposal of garbage from the city has failed to deliver the results. Accordingly, in order to carry out the job of collection, transport and disposal of MSW in Karachi and other cities / towns of the province, an efficient, scientific, holistic and integrated manner, **Government of Sindh** has established **Sindh Solid Waste Management Board (SSWMB)** and assigned the task to carry out 'INTEGRATED SOLID WASTE MANAGEMENT SYSTEM IN SINDH'.

In order to achieve the task, Sindh Solid Waste Management Board has devised an strategy whereby SWM services have been divided into 3 basic components.

For the Front-end component, International tenders (separate for each district) were invited for 'Front-end collection, transport and disposal of Municipal Solid Waste' from Karachi by following the procedure prescribed under Sindh Public Procurement Rules, 2010 (Amended 2013).

Tenders for TWO DMC areas i.e. DMC South and East have been evaluated and the work has been awarded to the Lowest Evaluated Bidder i.e. M/S CHANGYI KANGJIE SANITATION ENGINEERING COMPANY LIMITED of China. The Company has imported garbage-lifting vehicles and allied machinery, which has started arriving in Karachi and the Company is expected to start work on the ground very soon.

:

Front-end services – main target is to get the residential / commercial areas clear of garbage in a systematic, scientific but timely manner by adhering to best possible public health / environmental standards:

- a. House to house collection of garbage (domestic waste);
- b. Manual sweeping / cleaning of lanes and streets;
- c. Mechanical sweeping / cleaning of roads, bridges, flyovers and open spaces (wherever feasible);
- d. Washing of roads (as and when required);
- e. Collection of domestic waste from lanes, streets and residential / commercial complexes through wheel barrows, small vehicles / pick ups up to community dustbin sites (containers);
- f. Swift and timely transfer of garbage from community dustbin sites (containers) to Garbage Transfer Stations (GTS).

**Scope & Terms of Reference of Consultancy Work for
'Monitoring, Evaluation & Supervision of Front End Collection,
Transportation & Disposal of Municipal Solid Waste Contract ' of
DMC – East,
Karachi':**

1. Objective of the Independent Consulting Firm

- Main objective of SSWMB to hire the services of an **Independent Consulting Firm** for '**Monitoring, Evaluation & Supervision of Front End Collection, Transportation & Disposal of Municipal Solid Waste Contract** ' of **DMC – East, Karachi'** is to ensure compliance, of the contractor, to the contractual obligation under the Front End Collection, Transportation & Disposal of Municipal Solid Waste Contract' of DMC – East, Karachi.
- **The Consulting Firm shall act as an Independent Third Party Watchdog over the obligation of the contractor to ensure highest level of services to the citizens.**
- Establish compliance of the project performance with contract stipulations.
- Demonstrate compliance independent validation and verification of its commitment to the quality of environment life.
- Increase and maintain credibility and acceptance with the concerned organizations and most importantly the citizens.

2. Mandate of Independent Consultant.

The mandate of Independent Consultant is to analyze the process being followed both by the contractors and SSWMB in the light of signed contracts the brief monthly assessment report of tipping fee validation of monthly regular basis.

The validation components under the assignment include.

- i. Verifying door to door collection.
- ii. Verifying container based waste collection
- iii. Verifying mechanical sweeping
- iv. Verifying manual seeping
- v. Verifying mechanical washing
- vi. Verifying condition of contract

3. Scope of Services of the Independent Consultant

- a. Review the transition and the operations plan submitted by the contractor;
- b. Monitoring and reporting to the department whether the contractor has complied with the timeline for activities as specified in the operations plan or not.
- c. Verification and checks of weighment and testing of the MSW and transported to the landfill facility or GTS facility;
- d. Report to the parties on the various physical, technical and financial aspects of the project on inspections, site visits and area.
- e. Assist the parties in arriving at an amicable settlement of disputes, should the need arise;

and

- f. Review matters related to safely environment management measures adopted by the contractor for the project

4. Monitoring at / Garbage Transfer Station or Landfill Site

The independent consultant shall undertake the following activities;

- Verification of the weighment;
 - a. Ensure that the contractor does not mix construction debris with the MSW and landscape waste and transport the same;
 - b. Verification of the testing of the MSW in accordance with O&M requirements;
 - c. Verification of the records generated at the weighbridge and waste inspection area;
 - d. Issue “Notice to Remedy” in event of observing non-compliance to O&M to O&M requirements;

- e. If during the course or upon review / inspection undertaken by the independent consultant or otherwise, it transpires that either of the parties is in breach / default of any of its obligations under the agreement the independent consultant shall, under intimation to both the parties require the defaulting party to remedy such breach / default within such time and in such manner as the independent consultant may deem fit and in each case the same shall be recorded;
- f. Monitoring the variation in quantum of MSW during the concession period and report to SSWMB in case of any abnormal increase in the quantum of MSW and investigate the reasons for such increase

5. Random inspection of project facilities.

The independent consultant shall undertake inspection of the project facilities in such frequency and sample selection as mentioned in the table below;

Sr #	Project Facilities	Frequency	Sample Selection Requirement
1	Collection	Weekly	A min of 10% of the collection point selected at random from each circle. There should not be repetition of the same set of dustbins in the next round of inspection.
2	Street corner bins	Weekly	A min of 10% of street corner bins selected at random from each circle. There should not repetition of the same set of street corner bins in the next round of inspection.
3	Transportation	Weekly	A minimum sample of 10% of each category of vehicles deployed in the area of operations. There should not be repetition of the same set of vehicle in the next round of inspection
4	Collection point	Weekly	Working of the dustbins along with 10% sample to be checked
5	Door to door / street level MSW collection	Weekly	A min. Of 10% of door to doo collection samples to be selected at random from each circles. There should not be repetition of the same set of door to door collection sample in the next round of inspection

6. Hand back and transfer of project facilities to SSWMB

At the time of hand back and transfer of the project facilities to SSWMB at the end of concession period, the independent consultant shall;

- a. Monitoring the compliance with the hand back and transfer requirements as provided in the agreement; and
- b. Issue a certificate of compliance on satisfactory completion of hand back and transfer requirements by the contractor.

7. Maintenance of records

The independent consultant would be required to participate in the project review meeting held from time to time by the parties which are ordinarily expected to be held once a month during the implementation period and once every two months during the operations period as also to participate in emergency or extraordinary meetings of the parties held to deal with any emergency, force majeure event or other exigencies. The independent consultant shall maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following.

- a. Manpower deployed and other organizational agreements of the contractor;
- b. Inspections undertaken and notice / instructions issued to the contractor.
- c. Review compliance by the contractor with the agreement / street level MSW collection month collection samples to be selected at random from each circle. There should not be repetition of the same set of door to door collection sample in the next round of inspection
- d. force majeure events;
- e. Material and persistent breach of O&M requirements and Events of default by the parties and
- f. Compliance by the contractor with hand back and transfer requirements

8. The independent consultant shall provide the following reports to the Parties.

Period Event	Verification	Applicable report to be issued by the independent consultant
1. Implementation period	- Review monthly report submitted by the contractor	
2. Monitoring at weighbridge	- Verify weighment slip	Monthly inspection report

	<ul style="list-style-type: none"> - Verify monthly tipping fee statement Verify that contractor is not mixing construction debris with MSW and landscape waste during transportation to treatment facility / landfill facility 	
3. Monitoring Waste inspection area	<ul style="list-style-type: none"> - Verify recording of test results - Verify monthly tipping fee statement and penalties (if applicable) as per the agreement 	Monthly inspection report
4. Random inspection	<ul style="list-style-type: none"> - Advise SSWMB on penalties payable by the contractor 	Monthly inspection report
5. Force majeure / material and persistent breach of O&M requirement events of default	<ul style="list-style-type: none"> - Issue "Notice to remedy" in event on non compliance. - Records events of default material / persistent breach of O&M requirement force majeure events 	
6. hand back and transfer of project facilities	<ul style="list-style-type: none"> - Specify list of work / jobs to be carried out by the contractor. - Specify list of items to be handed back and transferred back to SINDH SOLID WASTE MANAGEMENT BOARD (SSWMB) by the contractor. - Verify compliance by the contractor with hand back and transfer requirements. 	Issue of compliance certificate of hand back . Transfer requirements

9. Material and persistent breach of O&M requirements

The independent consultant shall monitor the performance of the contractor and report on incidence of material and persistent beach of O&M requirements with reference to the compliance and tolerance criteria as laid out in annexure 1 of the O&M requirements;

10. General Obligation

The independent consultant shall carry out such other functions as may be specifically assigned to it under the agreement including certification of adequacy of insurance and verification of termination payments

11. Detailed Scope of Work of Independent Consultant (Technical)

The Independent consultant will be responsible to ensure the following activities.

11.1 Street Corner Bins

Operation and maintenance of the Street Corner Bins should meet the following O&M requirements:

- a. The clearing schedule of Street Corner Bins should ensure that Msw stored in the collection point are transported out as cleared at least once every 24 hours.
- b. There should be no overflow of MSW from the Street Corner Bins, due to inadequate capacity or non–lifting at scheduled times.
- c. The area around the Street Corner Bins is kept Clean at all times.
- d. The Street Corner Bins should be washed/cleaned and disinfected at least once every week.
- e. Street Corner Bins need to be maintained so that there are:
 - i. No breakages
 - ii. No cracks
 - iii. No toppling of bins
 - iv. No dislocation of covers
- f. The coding and the telephone numbers of the customer Complaint cell should be clearly visible and repainted as Often as required to maintain clear visibility of the same.
- g. Formats for the inspection and maintenance records shall be finalized in consultation with Independent Consultant and the same shall be documented. The compliance with O& M Requirements laid out in this section shall be evaluated with reference to the Compliance and Tolerance Criteria set out in Annexure 1 of this schedule.

11.2 Transportation vehicles including loading Equipment

- a. Washing / cleaning and disinfection of the transportation Vehicles must be carried out on a daily basis as per a Schedule, which should be available to the Independent Consultant / SSWMB for inspection and verification.
- b. All vehicles should comply with the fuel emission norms as Per the Applicable Law.
- c. The independent consultant should ensure or checked that all the vehicles are fitted with GPS vehicle tracking System. Also Off-Site Real Time Monitoring System (OSRT) to know the status of cleanliness of the bins etc. in area, which shall be carried out by the contractor at his own Cost.
- d. The drivers of the transportation vehicles shall carry the Following papers and any other as per Applicable Law:
 - i. Driver's license.
 - ii. Registration certificate of the vehicle
- e. All the drivers and helpers operating the transportation Vehicles should be provided with uniforms, gloves, masks, Aprons, Implements and other adequate safety gear.
- f. All transportation vehicles employed should contain:
 - i. Vehicle controls and dashboard displays
 - ii. Lamps and lighting, blinker systems
 - iii. Reflective devices at the back and sides
 - iv. Rear view mirrors
 - v. Occupant protection
 - vi. Seat Belts
 - vii. Windshield mounting wiping, and washing
 - viii. Emergency equipment (fire extinguishers, spare tires,Etc.).
 - ix. First aid box.
- g. The telephone numbers of the Complaint Redresses Centre shall be indicated on all the transportation vehicles and Repainted as often as required.
- h. Operation & maintenance records (including log books of Vehicles, stock of implements other materials and their issue, Register of issue of uniforms &

protective gear) shall be Maintained and kept throughout the Contract period by the independent consultant at the Location normally used to park such transportation vehicles or such other location where maintenance records are kept, And be made available upon the request of the SSWMB.

- i. A fitness certificate for each transportation vehicle should be Prepared by the contractor by the end of first month of every calendar year and given to the Independent Consultant For verification.

12. Collection and Transportation Standards

- a. The independent consultant will monitor to ensure that there is no spillage of MSW or Landscape Waste during transportation.
- b. The independent consultant will monitor to ensure that there is no collection and mixing of construction debris with MSW and Landscape Waste being transported to the GTS or Landfill facility.
- c. In the collection and transportation system there should not be gathered any type of heap of garbage at any interval of site or roads.
- d. The garbage shall be collected and removed at least three times from the hot spots in various sanitation area of DMC East, 365 days in a year without any additional charges. Garbage removal shall be carried out in busy markets of DMC East Area at least three times a day and 365 days in a year without any additional charges.

13. Weighing procedure and Requirements

- a. The independent consultant shall be required to maintain the following information for each of the vehicles:
 - i. Date of operation
 - ii. Registration Number of the vehicle disposing MSW' total laden weight of the vehicle
 - iii. Time of entry of vehicle
 - iv. Total un-laden weight of the vehicle
 - v. Net weight of MSW
 - vi. Time of exit of the vehicle and the same shall be duly verified by the Independent Consultant & contractor.

- b. In case of non-operation of the weighbridge facility, the net Quantum of MSW collected and transported on each day for such periods shall be calculated as the average of quantum of MSW collected and transported during the previous three months based on the weighbridge data maintained as Indicated above.
- c. Exclusion Requirements
 - i. The independent consultant will monitor to prevent the transportation of Hazardous Waste to GTS or Landfill facility. The MSW transported shall be inspected and Verified by Independent Consultant. The procedure and Guideline for carrying out such inspection shall be finalized by the independent consultant with the consultation of department & the same shall be documented.
 - ii. The independent consultant shall be liable for penalty in accordance with the rules stated in contract documents.

14. Complaint Redressal

- i. Establish a coding mechanism to easily identify the command areas and nodal officers.
- ii. Establish the hierarchy of command areas, in the area of operations, and nodal officers in charge of each command area, so as to ensure that there is no ambiguity or overlap between the Command areas.
- iii. The aforesaid “Complaint Redresses Centre” shall be kept Operational at all times on all seven days of a week throughout the Year.
- iv. All complaints related to the project, received from generators of MSW would need to be addressed within 24 hrs of receiving the complaint failing which the independent consultant, the independent consultant department will have the right to demand an explanation or resolution of the complaint to their satisfaction.
- v. A “complaint Redresses log book” should be maintained by the Independent consultant for the area of operations containing information including time and date of each complaint, complaint type, action taken and time taken for compliant redresses.

- vi. The Independent consultant would be required to submit a monthly Complaint and Redresses record to the department with summary of complaints including:
 - a. Number of complaints during the previous month;
 - b. % of complaints addressed in 24 hours;
 - c. % of complaints not addressed in 24 hours and reasons here fore;
 - d. Major unresolved complaints if any with respect O&M Requirements

15. Format of Reports

The Independent consultant shall report the activities being carried out during the contract period in the manner as set out below.

i. Reporting Requirements during the Implementation Period

During the Implementation the Independent consultant shall submit the monthly progress report to department. for each calendar Month or part thereof within 5 working days of the last day of the Month. The report shall review the progress made, identify slippages If any, and the project future activities to be undertaken including rectifications, operational and maintenance activities undertaken.

ii. Reports during the Operations Period

The Independent consultant shall submit the following reports in accordance with specific provisions of the Agreement, duly verified by the department and contractor.

- iii. Monthly Tipping Fee Statement shall be deposited to the department with monthly compilation records of the quantum (measured in tones) of MSW, disposed off at the Landfill or GTS, duly countersigned by the Independent Consultant and contractor representative.
- iv. Monthly report of collection and transportation of MSW, and shall include data on vehicle trips, number of vehicles Deployed transported during the month, in a format finalized in Consultation with the department.
- v. Annual compilation of Monthly Tipping Fee statement as mentioned above will be recorded in a format which will be prepared with the department, independent consultant and contractor consultation.

- a. Monthly compilation of complaint Redresses performance
- b. Annual fitness certificate of the transportation vehicles and loading Equipment.
- c. Disagreements / disputes, if any and proposed measures to be taken
- d. Brief report of any accident/incident related to the Project, Injury/fatality, property damage, cause of accident and actions taken to avoid recurrence.

16. Inspection Duty for the Independent Consultant

S#	Assets / projects /deliverable/ service standards	Tolerance criteria /penalty on not meeting the criteria	How/when measured	Mechanism of penalty
1.1	Street corner bin			
A	cleaning of MSW bins daily	Less than 5% of total community bins are not cleared on daily basis fine Rs. 20000 5% to 7% on daily basis fine Rs. 30000 7% to 10% on daily basis fine Rs. 50000	Weekly inspection of (i) complaints record ii) log books and iii) operation	Step 1 issue of note upon non-compliance at the end of month Step 2 Issue of notice and payment of penalty on A/c of non-compliance on any one or more of a to e for 03 consecutive months Step 3 Maximum penalty Rs.50000 on reported non compliance on any one or more of a to e
B	No overflow of MSW from the street corner bin /community mobile bin	Less than 5 on daily basis % of total community bins are not cleared - No penalty 5% to 7% on daily basis fine Rs. 20000 7% to 10% on daily basis fine Rs. 30000	Weekly inspection and ii) project facilities	Step 3 Maximum penalty of Rs. 50000 on reported no compliance on any one or more of a to e
C	daily cleaning of MSW collection point	10% o>5% on month basis fine Rs.50000	Weekly inspection of (i) complaints record ii) log books iii) operation project facilities	Step 1 issue of note upon non-compliance at the end of month
D	Weekly cleaning and disinfection of the street corner bins/community mobile bin.	<5% on daily basis fine of Rs. 10000 >5 % on daily basis fine of Rs. 20000	Weekly inspection of (i) complaints record ii) log books iii) operation project facilities	Step 2 Issue of notice and payment of penalty on A/c of non-compliance on any one or more of a, to c for 03 consecutive months
E	Protective clothing for labour and sanitary staff.	<5% on daily basis fine of Rs. 10000 >20% on daily basis fine of Rs. 20000	Weekly inspection of (i) complaints record ii) log books iii) operation project facilities	Step 3 Maximum penalty Rs.50000 on reported non compliance on any one or more of a to c

F	No breakage of bins in-front of house or parking place or garden or public place or hospitals.	10% -15% on daily basis fine Rs.20000 15% o25% on daily basis fine Rs.50000	Weekly inspection of (i) complaints record ii) log books iii) operation project facilities
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S#	Assets / projects /deliverable/ service standards	Performance target	Tolerance criteria /penalty on not meeting the criteria	How/when measured	Mechanism of penalty
1) Infrastructure for handling segregate waste					
1.2	Mini collection points	100% of vehicle in good condition and clean	<2 vehicles p/d fine of Rs.30000 3-5 vehicles p/d fine of Rs.50000	Weekly inspection of (i) complaints record ii) log books iii) operation project facilities	Step 1 issue of note upon non-compliance at the end of month Step 2 Issue of notice and payment of penalty on A/c of non-compliance on any one or more of a, to c for 03 consecutive months
2 Fleet and logistic infrastructure					
2.1	Transportation vehicles and loading equipments	100% of vehicle in good condition and clean.	<2 vehicles p/d fine of Rs.30000 3-5 vehicles p/d fine of Rs.50000		Step 1 issue of note upon non-compliance at the end of month Step 2 Issue of notice and payment of penalty on A/c of non-compliance on any one or more of a, to c for 03 consecutive months Step 3 Maximum penalty Rs.50000 on reported non compliance on any one or more of a to c
A	Protecting clothing of worker	100% of worker	Less than 5% on daily basis fine of Rs.10000	Weekly inspection of (i) operations and ii) project facilities	

S#	Assets / projects /deliverable/ service standards	Performance target	Tolerance criteria /penalty on not meeting the criteria	How/when measured	Mechanism of penalty
3 Service requirements					
A	No Spillage or leakage while transportation	100% time inspected	05% -10% on daily basis fine Rs.30000 10% o20% on daily basis fine Rs.50000	Weekly inspection of (i) operation ii) project facilities	Step 1 issue of note upon non-compliance at the end of month Step 2 Issue of notice and payment of penalty on A/c of non-compliance on any one or more of a, to c for 03 consecutive months Step 3 Maximum penalty Rs.50000 on reported non compliance on any one or more of a
B	Daily cleaning & disinfection	100% vehicle	Less than 5% on daily basis – fine Rs. 20000 5% to 10% on daily basis – fine of Rs. 30000		
4	Command control response mechanism				
A	Timings operation from 7:00 am to 6:00pm 24/7 days throughout the year	100% compliance	If less than 10 complaint un resolved 48 hrs on daily basis fine Rs. 20000 If more than 10 complaint is not redressed within 48 hrs - fine Rs. 50000		Step 1 Issue of notice upon non compliance at the end of the month Step 2 Issue of notice and payment of penalty on A/c of non-compliance Step 3 Maximum penalty Rs.50000 on reported non compliance on any one or more of a

S#	Assets / projects /deliverable/ service standards	Performance target	Tolerance criteria /penalty on not meeting the criteria	How/when measured	Mechanism of penalty
5					
5	The internal area and road should be totally cleaned otherwise penalty will be imposed as mention in street sweeping clause.	100 % compliance	0%	Weekly inspection of operation	Step 1 issue of note upon non-compliance at the end of month Step 2 Issue of notice and payment of penalty on A/c of non-compliance Step 3 Maximum penalty Rs.50000 on reported non compliance

17. Scope of Service for Street Sweeping

The scope of services should state that the independent consultant will ensure that the contractor will furnish all labour, supervision, materials and supplies, permits, licenses, insurance, and equipment necessary for street and public facility cleaning services as specified for the planning area. All collected street sweepings and litter should be transported to the designated disposal facility.

18. Communications Equipment Requirements: The independent consultant will ensure that the contractor should be required to equip the customer service office with enough telephone lines to be able to answer all calls in less than 3 minutes, even during peak hours. The office should be equipped to transmit complaints to field supervisors through the use of two-way radio or cellular telephone communications. The office should also be equipped with facsimile equipment to facilitate transmission of written communication with the organization responsible for contract administration.

19. Complaint Resolution: The logistics and timelines associated with resolution of complaints need to be specified in the minimum technical requirements. The contractor should be required to respond to all customer complaints within, at most, 12 hours. If a complaint involves a failure to perform service required in the contract, the contractor should perform the service in question within 12 hours of notification.

20. Hours of Service: To maximize public convenience the customer service office should be open during all hours that calls might be expected regarding street cleaning services. If the contractor is providing service during night time hours, then the office should be staffed 24 hours on each day that service is provided.

Fewer hours might be acceptable if all service is provided within one or two day-time shifts only.

21. **Staffing:** The office should be staffed with a number of trained personnel adequate to ensure that citizens are able to reach a qualified customer service representative within three minutes of calling.
22. **Unresolved Complaints:** Provisions also need to be prescribed in the event of reports from contracting agency monitors or citizens that a complaint has not been resolved to the customer's satisfaction. In this case, the independent consultant should submit a detailed report outlining the nature of the complaint and the resolution or actions taken to resolve the complaint. If, in the opinion of the contracting agency the proposed resolution or actions taken are insufficient to satisfactorily resolve the claim, it should require the independent consultant to carry out a process to satisfactorily resolve the complaint.
23. **Distribution and Installation Plan:** The independent consultant needs assurance from the contractor that litter bins will be delivered and installed in a timely and cost effective manner. To accomplish this goal the contractor should be required to submit a distribution and installation plan to independent consultant. The requirement should specify the time period in which all litter bins are to be delivered and installed, allowing a reasonable amount of time for installation, but not too far in advance of the date that litter bin service is scheduled to start.
24. **Maintenance:** To ensure the preservation and long life of litter bins and to maximize availability to potential users, the contracting agency should require that the independent consultant monitor, control, sanitize and otherwise maintain them over the life of the contract. Litter bins should be washed at least once every 3 months or according to the schedule and plan submitted by the contractor.
25. **Replacement:** Some litter-bins will need to be replaced from time to time over the contract period due to irreparable damage or theft. The contractor should be required to replace within in a specified time period, and at consultant expense, any litter bin that has been removed from its designated location or that is not fully functional and cannot be repaired. Replacement should be required within 2 days of notification from the governing agency.
26. **Technical Specifications:** The independent consultant should ensure the contractor to apply the following requirements in case of litter bins:
 - i. Body: Impact resistant injection molded high-density polyethylene with all

through color. Certified to contain ultraviolet stabilization provided by the equivalent of 0.5 percent of UV 531 stabilization compound and maintain integrity and functional performance during the warranty period when exposed to ultra-violet radiation of the sun and temperatures up to 50 degrees C.

- ii. Volumetric Capacity: Minimum volume of (specify a size between 20 and 40 l), excluding volume resulting from a crowned lid in the closed position.
- iii. Standards of Design: Designed to meet all relevant sections of ISO 9001. - Hood: Enameled mild steel or equivalent lid must be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the body properly or becomes otherwise unusable. Hinged with integral aperture to minimize litter removal by birds. Self-locking and opened with standard key and closed with slam shut action.
- iv. Ease of Emptying: The hood shall open with a key and allow easy removal of the body. Body shall remount easily onto mounting brackets or inside the fixed container.
- v. Mounting: All fasteners shall be corrosion resistant, free of sharp edges, and fasteners shall not penetrate the body where waste will be contained. They shall be easy to assemble and nuts must be self-locking and must be designed such that the public cannot remove them with ordinary tools.
- vi. Metal Components: Must meet the corrosion resistance requirements of 500 hours of salt spray exposure as described in American Society for Testing Materials (ASTM) B117.
- vii. Finish Surfaces: Interior surfaces shall be smooth and coated with a semi- or high-gloss finish. Exterior surfaces must be suitable for hot stamping on the body and must be free of sharp edges and corners, protrusions, or other structures that could pose a nuisance or hazard to humans.
- viii. Identification and Marking: The body shall be stamped with identification number and have a suitable area for affixing an appropriate label for public education and/or other information.
- ix. Color: Ultraviolet stabilized, non-fading color of your choice.

27. **Appearance:** It is important for the independent consultant to ensure to maintain the appearance of the mechanical sweeping equipment. Clean, freshly painted equipment sends a message to the public that street cleaning should be per-

ceived as a public service that is essential to a clean environment and a higher quality of life.

28. **Dedicated Fleet Inventory:** The independent consultant should have a record of all of the equipment that contractor intends to employ for mechanical street sweeping. This will provide assurance that the number and type of equipment is adequate for removing the complaints from citizens and businesses.
29. **Dust Control:** The independent consultant should ensure that mechanical sweeper operator supply the proper air volume and pressure at all times to control dust in accordance with the performance standard.
30. **Number of Passes:** The mechanical street sweeper operator should be required to make as many passes as are necessary to meet the performance standard.
31. **Operating Speed:** On route, the operator should limit the mechanical sweeper speed to 10 km/hr, and where vehicles are parked, make every effort to clean the gutter as close to the parked vehicle as possible.
32. **Reserve Equipment:** To minimize the risk of interruption or delays in service delivery the independent consultant needs to have an adequate level of equipment in reserve at all times. To achieve this goal the contracting agency should require that the independent consultant have available at all times, reserve equipment which can be put in service within 2 hours of any breakdown so that no interruption in regularly scheduled waste collection service occurs. Such reserve equipment should be required to correspond in size and capacity to the equipment normally used by the contractor to perform the street cleaning service.
33. **Safety/Daily Vehicle Inspection:** As an additional means of reducing the risk of use of equipment that is unsafe or not fully functional, the independent consultant should be required to inspect mobile equipment daily before it leaves the yard. In addition, the independent consultant should be required to take out of service any equipment that does not pass inspection. Daily inspection reports should be made available to the contract administration agency upon request.
34. **Sweeper Path:** The sweeper path should begin at the face of the curb, and include the flow line of the gutter. Unless blocked by parked vehicles, the curb and gutter should always be included within the sweeper path.

35. Hand Cart Technical Specification: Manual sweeper carts should be required that meet or exceed all of the following technical specifications:

- Body Material: Galvanized steel or rotationally molded tough UV-resistant linear high density polyethylene manufactured according to ISO 9001 quality control suitable for temperature range -70 C to 111 C (ASTM test standards D746 and D1525).
- Frame (if any): Corrosion resistant GAMA
- hot galvanized steel after manufacture.
- Frame (if any): Corrosion resistant GAMA
- hot galvanized steel after manufacture.
- Frame (if any): Corrosion resistant GAMA
- hot galvanized steel after manufacture.
- Paint finish: Tough stoved polyester.
- Sweepings container: Two each plastic with wheels and capacity between 80 and 120 l must be easily removable through front or rear access door.
- Tool carry space: Sufficient to allow easy storage and removal of shovel, broom, and rake.
- Cart wheels: Minimum of two with minimum 30 cm diameter by 4 .0 cm wide rubbers with grease fittings for hub and axle.
- Warranty: 5 years on all parts and service.

36. Protective Clothing: To ensure the health and safety of manual sweepers, require the independent consultant to provide and require them to appropriately use the following:

- Safety shoes.
- Reflective vests.
- Identification badges.
- Hats.
- Gloves.
- Dust masks (for selective use).
- The opportunity and appropriate facilities to wash in hot water at the end of each day.
- Tools and Equipment including a handcart meeting the technical spec-

ifications, as well as a broom, rake, and shovel.

37. Public structure washing equipments and supplies

To ensure that the utilizes cleaning equipment, detergents, and procedures that are adequate to accomplish washing objectives, yet not pose a potential threat to public health and safety, or the environment, you should include minimum technical requirements similar to the following:

38. Monthly operation results

Independent consultant will submit the department a monthly reports that address all aspects of street and public facility cleaning operations is the best way to maintain complete and up to date working knowledge of the adequacy of independent consultant activities and performance. On-going review and analysis of these reports provides an ideal mechanism for both the contractor and the department contracting agency to identify trends and potential problem areas and expedite remedial measures that improve overall service.

Monthly operations reports must be timely to maximize their utility, and therefore should be submitted within 15 days of the end of the month being reported on. The information to be required in each monthly report and a summary annual report should include the following for each mechanical sweeper route:

- Sweeper route number and name of sweeper operator.
- Scheduled sweeping dates.
- Mechanical sweeper identification number performing each sweep.
- Total km scheduled for sweeping and total km swept.
- Time sweeping commenced and completed.
- Tones of street sweepings collected and disposed.
- Volume of street sweepings dumped (in m³).
- List of scheduled streets not swept; with explanation for missed streets.
- Approximate number of cars parked on streets.
- Water usage.
- Any other information useful for improving future mechanical sweeping service.
- Record of complaints received.
- Resolution for each complaint.

For manual sweeping and cleaning of unpaved streets the MOR should include for each route:

- Route number.
- Manual sweeper identification number.
- Total km scheduled for sweeping (cleaning).
- Total km swept or cleaned.
- Time sweeping (cleaning) commenced and completed.
- Total volume of street sweepings and/or litter collected in m³ (daily for all routes combined).
- List of missed streets; with explanation for miss.
- Any other information useful for improving future manual sweeping and cleaning services.
- Record of complaints received daily.
- Resolution for each complaint.
- For litter collection service from public facilities the MOR should include:
Total number of personnel deployed each day.
- Total number of man-hours worked each day.
- Number of place litter was collected from each day.
- Volume of litter collected and disposed daily (total for all litter collection areas combined).
- Record of complaints received daily.
- Description of resolution for each complaint.
- Disposition of all litter collected; amounts transferred, recovered, and disposed.
- For litter bin service the MOR should include:
 - Update of the database of litter bins.
 - Number of times each litter bin was emptied each day.
 - Estimated volume of litter collected in m³.
 - Lists of litter bins receiving maintenance or sanitation service.
 - List of damaged and replaced litter bins.
 - Washing date and time for each public structure by category (bridges, tunnels, fountains, etc.).
 - Summary of total manpower, supplies, and equipment usage.

- Narrative description of any problems encountered and/or suggestions for improving service performance.
- A list of any damage observed on any public structures requiring attention and/or repair by the contracting agency.

39. Sweeper Operating Practices: Sweeping practices should include:

- Positioning gutter brooms at the proper angle to the gutter line, touching the curb;
- Setting the main broom in a level position to assure debris pickup;
- Adjusting spray nozzles to keep dust, caused by sweeping to a minimum;
- Maintaining and adjusting center dirt reflector and main drag shoes, or any other device to direct debris and dirt into the path of the rear broom;
- Limiting sweeping speed to 10 km/hr;
- Sweeping a minimum 2.5 m wide path as measured with all brooms in the sweeping position.

Street cleanliness Rating system in terms of litter
(In case of any discrepancy the Rating System provided in original RFP of the contract / agreement with the Front-end contractor shall prevail)

Numeric value	Condition of street	Payments
1	A clean street no litter	100%
2	A clean street, except for a few one piece of litter	90%
3	No concentration of litter. There are no piles of litter, and there are a large gaps between piece of litter, or small gaps between piece of litter	80%
4	Litter is concentrated in spots, there may either be large gaps between piles of liter, or small gaps between pieces of litter	70%
5	Litter is concentrated and there are only small gaps between piece of litter	50%
6	Litter is highly concentrated with no gaps in the piles of liter. The litter is straight line along the curb	30%
7	Litter is very highly concentrated and there are no gaps between the piles of litter. The litter is a straight line along and over the curb	0%

Street cleanliness Rating system in terms of dust
(In case of any discrepancy the Rating System provided in original RFP of the contract / agreement with the Front-end contractor shall prevail)

Numeric value	Condition of street	Payments
1	A clean street no dust and particles	100%
2	A clean street, except for a few dust particles micron > 40	90%
3	No concentration of dust. There are no piles of dust , and there are a large gaps between minor heap of dust particle or small gaps between dust particle	80%
4	Dust and particle micron < 600 is concentrated in spots, there may either gaps between minor heap of dust particle or small gaps between dust particle	70%
5	Dust and particle micron < 1000 is concentrated in spots, there may either gaps between minor heap of dust particle or small gaps between dust particle	50%
6	Dust is highly concentrated with no gaps in the heaps of dust and particle. The dust is straight line along the curb	30%
7	Dust is very highly concentrated and there are no gaps between the dust. The dust is a straight line along and over the curb	0%

General Conditions of Contract

1. General Provisions

1.1 Definitions

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

- (a) “Applicable Law” means the Sindh Public Procurement Act, there under Rules 2010 amended 2013.
- (b) “Procuring Agency PA” means the implementing department which signs the contract.
- (c) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, non-governmental organizations, and individuals.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents as listed in Clause 1, that is General Conditions and Special Conditions and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services of the consultant, in accordance with Clause 6.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of PA’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of Sindh.
- (j) “Local Currency” means Pak Rupees.
- (k) “Member” means any of the entities that make up the joint venture/ association, and “Members” means all these entities.
- (l) “Party” means the PA or the Consultant, as the case may be, and “Parties” means both of them.

- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as specified in special condition of the contract and, where the location of particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture of more than one individual firms, the Member hereby authorize an individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract

by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Laws as specified in SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

- A. If the Procuring Agency determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Procuring Agency may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

Any personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with sub-clause 4.2.

B. Integrity Pact

If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- a recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- b terminate the Contract; and
- c recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 1.9 B Sub-Para (a) and (c).

COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date, as may be stated in SC. The date the Contract comes into effect is defined as the Effective Date.
2.2 Commencement of Services	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC
2.3 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
2.4 Modifications or Variations	Any modification or variation of the terms and conditions of this Contract, including any modifications and variations of the scope of Services, may only be made by written agreement between the Parties. However, each party shall give due consideration to any proposals for modifications or variations made by the other party.
2.5 Force Majeure	The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
2.5.4 Payments	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 Termination by the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- A If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- B If the Consultant becomes insolvent or bankrupt.
- C If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- D If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- E If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- F If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof

2.6.2 Termination by the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- A If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- B Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- C If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- D If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Consultant:

- A payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- B except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

2. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant 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 under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or

	directly related to the Consultant's Services for the preparation or implementation of the project.
3.2.3 Prohibition of Conflicting Activities	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3.3 Confidentiality	Except with the prior written consent of the Procuring Agency, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4 Insurance to be Taken Out by the Consultant	The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Consultant's Actions Requiring PA's Prior Approval	<p>The Consultant shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a entering into a subcontract for the performance of any part of the Services b appointing such members of the Personnel not listed by name in the Appendix-C and c any other action that may be specified in the SC.
3.6 Reporting Obligations	<ul style="list-style-type: none"> a The Consultant shall submit to the PA the reports and documents specified in (PA may interest Appendix) hereto, in the form, in the numbers and within the time period set for in the said Appendix. b Final reports shall be delivered in CD ROM in addition to the hard copies specified in the said Appendix.
3.7 Documents Prepared by the Consultant to be the Property of the PA	<ul style="list-style-type: none"> a All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof. b The Consultant may retain a copy of such documents and

software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

3. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out the Services of the Consultant's Key Personnel are described in Appendix-C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix-C are hereby approved by the Procuring Agency.

4.2 Removal and/or Replacement of Personnel

- a Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- b If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replace-

ment a person with qualifications and experience acceptable to the Procuring Agency.

- c The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PA

5.1 Assistance and Exemptions	The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions if specified in the SC.
5.2 Change in the Applicable Law Related to Taxes and Duties	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses payable by the consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
5.3 Services and Facilities	The Procuring Agency shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Security	The consultant has to submit bid security and the performance security at the rate mention in SC.
6.2 Lump Sum	The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
6.3 Contract Price	The price payable in Pak Rupees/foreign currency/ is set forth in the SC.
6.4 Payment for Additional Services	For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is to be provided in Appendices D and E.
6.5 Terms and Conditions of payment	Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the

same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix-G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

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

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010
1.3	The language is English.
1.4	<p>The addresses are: Procuring Agency: <u>Sindh Solid Waste Management Board,</u> <u>Bungalow No. 13 Al-Hamra Housing Society, Shaheed-e- Millat Road, Karachi</u> Attention: Managing Director, <u>SSWMB</u> Telephone: <u>+92 21 9933 3704 - 6</u> Facsimile: <u>+92 21 9933 3707</u> E-mail: <u>info@sswmb.gos.pk</u></p> <p>Consultant: _____ Attention: _____ Facsimile: _____ Telephone: _____ E-mail: _____</p>
1.5	The location is province of Sindh (Karachi).
1.6	The member in charge is _____
1.7	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: Managing Director, SSWMB</p> <p>For the Consultant: _____</p>
1.8	The Procuring Agency will deduct all applicable taxes at source without reimbursement.
2.1	The Effectiveness date is <u>(Date of Award of Contract)</u>
2.2	The date of commencement of services is <u>(As per Award of Contract)</u>
2.3	The time period shall be <u>(As per Award of Contract)</u>
3.4	<p>The risks and the coverage shall be as follows:</p> <p style="text-align: center;">NONE BY THE PROCURING AGENCY</p>
3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Procuring

	Agency.
5.1	<i>Not Applicable</i>
6.1	Performance security equal to 5% in form of pay order, demand draft or bank guarantee shall be submitted by the vendor.
6.3	The Contract price is: As per lowest evaluated bid and mentioned in the letter of <u>Award of Contract</u>
6.5	The payment schedule: <i>(Payment of installments shall be linked to the deliverables specified in the Terms of Reference – as per agreement)</i>
8.2	Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.

SECTION – 6
STANDARD FORMS OF CONTRACT

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Consultant] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[name of Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [name of Consultant] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Procuring Agency: Name of Consultant:

Signature:
[Seal]

Signature:
[Seal]