



**HARYANA STATE POLLUTION CONTROL BOARD**  
**C-11 Sector-6, Panchkula**  
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### NOTICE INVITING E-TENDER

The e-tender is hereby invited on behalf of Haryana State Pollution Control Board under **Two Bid System** for the following work to be carried out, from the eligible parties as per details given below:-

<b>Tender Ref. No.</b>	HSPCB/e-tender/2018/RFP-PMU
Description of Item	Invitation of the proposals from consulting firms to provide consultancy services for Selection of Project Management Unit (PMU) for process improvement by organization restructuring, strategic roadmap and identification of manpower deployment for each wing of the Board.
Earnest Money	<b>Rs. 5,00,000/-</b>
Tender Fee (Non-refundable)	<b>Rs. 5000/-</b>
e-service Fees (Non -refundable)	<b>Rs. 1000/-</b>
Start date and time of Bid preparation & submission on e-procurement portal	03.02.2018
Expiry date and time for Bid preparation & submission by bidders	27.02.2018 (17:00 hrs)
Date and time of Tender Opening (Technical Bid Part-I)	28.02.2018 (14:00 hrs)
Date and time of Tender Opening (Financial Bid Part-II)	To be decided later on
Expiry date and time for Earnest Money Deposit (EMD) of Bid submission	26.02.2018 (17:00 hrs)

The complete bidding documents, fee details, technical specifications and key dates can be viewed / downloaded from the web sites <https://haryanaeprocurement.gov.in> and [www.hspcb.gov.in](http://www.hspcb.gov.in) Bid through any other mode shall not be entertained. Please note that Chairman, HSPCB reserves the right to accept or reject the tendering process at any stage without assigning any reason whatsoever.

It is also informed to the bidders who had earlier submitted the bids through e-procurement portal of Government of Haryana in response to this Board's tender event no. 65081 for the work described above that the tender event no. 65081 has been cancelled due to administrative reasons and they are requested to submit fresh tender in response to this tender notice.

**Chairman**

Haryana State Pollution Control Board,  
Panchkula

**REQUEST FOR PROPOSAL (RFP)**

For

**Selection of Project Management Unit (PMU) for Process  
Improvement and Strategic Roadmap**

for the

**Haryana State Pollution Control Board**

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## **A-DETAIL NOTICE INVITING E-TENDER**

**e-Tender** is invited for below mentioned items in single stage two cover system i.e. Request for Pre-Qualification / Technical Bid (online Bid under PQQ / Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

<b>Tender Ref. No.</b>	HSPCB/e-tender/2017/RFP-PMU-2
Description of work / Items	Invitation of the proposals from consulting firms to provide consultancy services for Selection of Project Management Unit (PMU) for process improvement by organization restructuring, strategic roadmap and identification of manpower deployment for each wing of the Board.
EMD to be deposited by Bidder	Rs. 5,00,000/-
Tender Document Fee & eService Fee (Rs.)	5000/-(Tender document Fees) and 1000/-(e service fees)
Start Date & Time of Bid Preparation & Submission	03.02.2018
Expiry Date & Time of Bid of EMD Submission	26.02.2018 (17:00 hrs)
Expiry Date & Time of Bid Preparation & Submission	27.02.2018 (17:00 hrs)

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- 1. The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
- Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. **He / She will be required to make online payment of Rs. 5,00,000/- towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her bids for the respective event / Tenders.**
- The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. **on or before (26.02.2018 upto 1700hrs)and**

**make payment via RTGS /NEFT to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.**

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

### **Key Dates**

<b>Sr. No.</b>	<b>Department Stage</b>	<b>Bidder's Stage</b>	<b>Start date and time</b>	<b>Expiry date and time</b>
<b>1</b>		<b>Tender Document Download and Bid Preparation/Sub mission</b>	<b>03.02.2018</b>	<b>27.02.2018 (1700 hrs)</b>
<b>2</b>		<b>Manual submission of Technical Documents</b>	<b>28.02.2018 (10:00 hrs)</b>	
<b>3</b>	<b>Technical Bid Opening</b>		<b>28.02.2018 (14:00 hrs)</b>	
<b>4</b>	<b>Financial Bid Opening</b>		<b>To be intimated later on</b>	

### **Important Note:**

- 1) The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be

opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

**Envelope 1: Technical Bid**

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

**Envelope 2: Commercial Bid**

The bidders shall quote the prices in price bid format under Commercial Bid.

**B - Instructions to bidder on Electronic Tendering System**

**These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.**

1. **Registration of bidders on e-Procurement Portal:-**

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

2. **Obtaining a Digital Certificate:**

**2.1** The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

**2.2** A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

**2.3** The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

**2.4** The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

**2.5** Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

**2.6** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

**2.7** In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

**2.8** The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

### **3 Pre-requisites for online bidding:**

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <https://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

### **4 Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

### **5 Download of Tender Documents:**

The tender documents can be downloaded free of cost from the eProcurement portal <https://haryanaeprocurement.gov.in>

### **6 Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

### **7. Online Payment of Tender Document Fee, eService fee , EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):**

i) Online Payment of Tender Document Fee + e-Service fee:

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

ii) PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:

Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) and tender mandatorily be submitted online.

**Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ / Technical Envelope:** The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

**FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)**

**8. ASSISTANCE TO THE BIDDERS:-**

In case of any query regarding process of etenders and for undertaking training purpose, the intended bidder can also avail the following and can contact service provider as per below:

**Office Timings of Help-desk support** for Single e Procurement Portal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. to 5:30 pm) & Training workshop will be conducted on every 1st, 2nd Wednesday (from 3:30 pm upto 5:00 pm) of each month.

All queries would require to be registered at our official email- [chandigarh@nextenders.com](mailto:chandigarh@nextenders.com) for on- time support (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk)

**Important Note:-**

- a) Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.
- b) For queries pertaining to e-Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of e-Auction/Tender event.
- c) Help-desk support will remain closed during lunch break i.e. from 1:30 PM up to 2:15 PM on each working day.



## Schedule for Training:

<b>Training workshop will be held on 1st, 2nd Wednesday (from 3:30 pm upto 5:00 pm) of each month at following addresses:</b>		
Nextenders (India) Pvt. Ltd Municipal Corporation Faridabad, Near B.K.Chowk, Opp. B.K.Hospital, NIT, <b>Faridabad</b> Contact no. 9310335475	Nextenders (India) Pvt.Ltd. Public Health Division No. 2 Hisar, Model Town Opp. N.D Gupta Hospital, <b>Hisar</b> Contact: 9034357793	Nextenders (India) Pvt. Ltd., Nirman Sadan (PWD B&R), Plot No.- 01, Basement, Dakshin Marg, Sec- 33 A, <b>Chandigarh -160020</b> <b>For Support- 1800-180-2097,</b> 0172-2582008-009

For Support Call – 1800-180-2097, 0172-2582008-009

## **Haryana eProcurement Help Desk Office will remain closed on Saturday, Sunday and National Holidays**

**NOTE:-** Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.

For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to download the file.

### **C - Guideline for Online Payments in e-tendering**

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT

Operative Procedures for Bidder Payments

#### **A) Debit Card**

The procedure for paying through Debit Card will be as follows.

- i. Bidder selects Debit Card option in e-Procurement portal.

- ii. The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- iii. Bidder clicks on "Continue" button
- iv. The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- v. Bidder enters card credentials and confirms payment
- vi. The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- vii. The page is automatically routed back to e-Procurement portal
- viii. The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- ix. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

## **B) Net Banking**

The procedure for paying through Net Banking will be as follows.

- i. Bidder selects Net Banking option in e-Procurement portal.
- ii. The e-Procurement portal displays the amount to be paid by bidder.
- iii. Bidder clicks on "Continue" button
- iv. The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- v. Bidder chooses his / her Bank
- vi. The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- vii. Bidder enters his account credentials and confirms payment
- viii. The Bank verifies the credentials and confirms with "successful" or "failure" message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- ix. The page is automatically routed back to e-Procurement portal
- x. The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- xi. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

## **C) RTGS/ NEFT**

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- i. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- iii. Each challan shall therefore include the following details that will be pre-populated:

- Beneficiary account no: (unique alphanumeric code for e-tendering)
  - Beneficiary IFSC Code:
  - Amount:
  - Beneficiary bank branch:
  - Beneficiary name:
- iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

Sr. no.	Scenario	Do's / Don't's
1	<p style="text-align: center;"><b>In the event of making Payment through NEFT/RTGS</b></p>	<p><b>Do's</b></p> <ul style="list-style-type: none"> <li>• It is the bidder's responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in the challan which are:               <ol style="list-style-type: none"> <li>1) Beneficiary account no: &lt;client code&gt; + &lt;random number&gt;</li> <li>2) Beneficiary IFSC Code: As prescribed by ICICI Bank (this shall remain same across all tenders)</li> <li>3) Amount: As mentioned on the challan. It is specific for every tender/transaction</li> <li>4) Beneficiary bank branch: ICICI Bank Ltd, CMS</li> <li>5) Beneficiary name: As per the challan</li> </ol> </li> <li>• For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD</li> <li>• It is advised that all the bidders make payment via RTGS/NEFT at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parties are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender</li> <li>• Bidder has to make only single payment against a challan as per the amount mentioned on the challan.</li> <li>• Bidder must do the payment before tender validity gets expired</li> </ul>

		<p><b>Don't's</b></p> <ul style="list-style-type: none"> <li>• Bidder should not enter erroneous details while filling the NEFT/RTGS form at their bank. The following possibilities may arise:       <ol style="list-style-type: none"> <li>1) Incorrect IFSC code mentioned:- Transaction would be rejected and the amount would be refunded back in to the bidders account</li> <li>2) Incorrect Beneficiary account number mentioned(&lt;client code&gt; + &lt;random number&gt;):-           <ol style="list-style-type: none"> <li>a) In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted.</li> </ol> </li> <li>3) Incorrect Amount mentioned: The amount would be rejected if the amount mentioned in while making the payment is incorrect. Such cases will be captured as unreconciled transactions and will be auto-refunded directly to bidder's account. In the event of any discrepancy, payment would not be considered and bidder would not be allowed to bid/ participate.</li> </ol> </li> <li>• Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination.</li> <li>• Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the bidder.</li> <li>• Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder</li> </ul>
2	<p><b>In the event of making Payment through OTC</b></p>	<p><b>Do's</b></p> <ul style="list-style-type: none"> <li>• It is the bidder's responsibility to ensure that OTC payments are made to the exact details as mentioned in the challan which are: Beneficiary account no: &lt;client code&gt; + &lt;random number&gt; Amount: As mentioned on the challan It is specific for every tender/transaction Beneficiary name: As per the challan Bidder has to make only single payment against a challan as per the amount mentioned on the challan</li> <li>• Bidder must do the payment before tender validity gets expired</li> <li>• Bidder needs to mandatorily upload the scan copy of the payment receipt issued by ICICI Bank, in Nextender Portal before submitting the Tender</li> </ul>

		<p><b>Don't's</b></p> <ul style="list-style-type: none"><li>• If the bidding amount is greater than Rs. 49,999, then Bidder should not make payment in cash. In this case, Bidder should pay via Demand Draft/ICICI Bank Cheque</li><li>• It is bidders's responsibility to ensure that Demand draft should be valid and should not have discrepancies such as signature not found, stale DD, mutilated, material alteration, favouring third party etc., In the event of Demand Draft returned by bidder's Bank on account of such discrepancies, ICICI Bank shall ensure that such communication is sent to the Client within 3 days from the date of rejection by the Bidder's Bank</li><li>• For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD</li></ul>
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## I. Section 1: Letter of Invitation

Haryana State Pollution Control Board,  
Plot No. C-11, Sector- 6, Panchkula

Dear Consultant

1. The Haryana State Pollution Control Board invites proposals from consulting firms to provide consultancy services for 'Selection of PMU for process improvement and strategic roadmap for the Haryana State Pollution Control Board. More details on the scope of work and services expected from the consultant are provided in the Section 6: Terms of Reference in this RFP document.
2. A firm will be selected under Quality-and Cost-Based Selection (QCBS) procedures described in this RFP.
3. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Information to Consultants (including Data Sheet)
  - Section 3 - Pre-Qualification Proposal - Standard Forms
  - Section 4 - Technical Proposal - Standard Forms
  - Section 5 - Financial Proposal - Standard Forms
  - Section 6 - Terms of Reference
  - Section 7 - Standard Form of Contract

Member Secretary,  
Haryana State Pollution Control Board

## II. Section 2: Instruction to Consultants

### PART I

#### STANDARD

<b>Definitions</b>	<ul style="list-style-type: none"><li>a) "Employer" means the agency with which the selected Consultant signs the Contract for the Services. In this project, the 'Employer' is the Haryana State Pollution Control Board herein after referred as "Board".</li><li>b) "Consultant" means any entity or person that may provide or provides the Services to the Employer under the Contract.</li><li>c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.</li><li>d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.</li><li>e) "Day" means calendar day.</li><li>f) "Government" means the Government of Haryana.</li><li>g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides interested Consultants with all information needed to prepare their Proposals.</li><li>h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the Consultants.</li><li>i) "Personnel" means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof.</li><li>j) "Proposal" means the Pre-Qualification Proposal, Technical Proposal and the Financial Proposal.</li><li>k) "RFP" means the Request For Proposal to be prepared by the Employer for the selection of Consultants, based on the SRFP.</li><li>l) "SRFP" means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.</li><li>m) "Assignment/ job" means the work to be performed by the Consultant pursuant to the Contract.</li><li>n) "Terms of Reference" (TOR) means the document</li></ul>
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	<p>included in the RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.</p>
<p><b>i. Introduction</b></p>	<p>1.1 The Haryana State Pollution Control Board will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Data Sheet.</p> <p>1.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 6.</p> <p>1.3 The date, time and address for submission of the proposal has been given in Part II Data Sheet</p> <p>1.4 Interested Consultants are invited to submit a Pre-Qualification Proposal, Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal, technical presentation, and any clarifications provided by the Consultant along with the Terms of Reference provided in the RFP will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.</p> <p>1.5 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Employer before submitting a proposal and to attend a pre-proposal conference. Attending the pre-proposal conference is optional. Consultants should contact the Employer's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.</p> <p>1.6 The Employer will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.</p>



	<p>1.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.</p>
<b>Conflict of Interest</b>	<p>1.8 Employer requires that consultants shall provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts of interest with other assignments or their own corporate interests and act without any consideration for future work.</p> <p>1.8.1 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:</p>
<b>Conflicting Activities</b>	<p>i. A firm that has been engaged by the Employer to provide goods, works or services other than consulting services for a project, and 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, and 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</p>
<b>Conflicting Assignments</b>	<p>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 Employer.</p>
<b>Conflicting Relationships</b>	<p>iii. A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is</p>

	<p>directly or indirectly involved in any part of (a)the preparation of the Terms of Reference of the Assignment/job, (b) the selection process for such Assignment/job, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract</p>
	<p>1.8.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> <p>1.8.3 No current employees of the Employer shall work as Consultants.</p>
<p><b>Unfair Advantage</b></p>	<p>1.8.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Employer shall make available to all other Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.</p>
<p><b>Fraud and Corruption</b></p>	<p>1.9 It is required that Consultants participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.</p> <p>The Employer:</p> <p>a) defines, for the purpose of this paragraph, the terms set forth below as follows:</p> <ul style="list-style-type: none"> <li>i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of</li> <li>ii. a public official or members of the CEC, in the selection process or in contract execution;</li> <li>iii. “fraudulent practice” means a misrepresentation or omission of facts</li> </ul>

	<p>in order to influence a selection process or the execution of a contract;</p> <ul style="list-style-type: none"> <li>iv. collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Employer, designed to establish prices at artificial, non competitive levels;</li> <li>v. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</li> </ul> <p>b) will reject a proposal for award, if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;</p> <p>1.10 The Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p> <p>1.11 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 5).</p>
<b>Only one Proposal</b>	<p>1.12 A Consultant may submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.</p>
<b>Proposal Validity</b>	<p>1.13 The Part II Data Sheet to consultant indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and fully commit to their financial proposal, unchanged. The Employer will make its best effort to complete negotiations within this period.</p>

	<p>Should the need arise, however, the Employer 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 and fully commit to their financial proposal, unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could 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, under such circumstances, the Employer shall not consider such proposal for further evaluation</p>
<p><b>2. Clarification and Amendment of the RFP Document</b></p>	<p>2.1 Consultants may request a clarification in the RFP document up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer’s address indicated in the Data Sheet. The Employer will respond in writing by standard electronic means of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under next para.</p> <p>2.2. At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum/ corrigendum in writing or by standard electronic means. The addendum/ corrigendum 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 Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.</p>
<p><b>3. Preparation of Proposals</b></p>	<p>3.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English</p> <p>3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents</p>

	<p>comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. The Proposal consists of 3 parts (i) Pre-Qualification Proposal (ii) Technical Proposal and (iii) Financial Proposal.</p> <p>3.3 While preparing the Pre-Qualification Proposal and Technical Proposal, Consultants must give particular attention to the following:</p> <ul style="list-style-type: none"> <li>(a) If a Consultant considers that it may enhance its expertise for the assignment by associating with individual experts/ other consultants in it may do so.</li> <li>(b) The estimated number of Professional staff- months/ tenure for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months/ tenure or budget estimated by the Consultants. While making the proposal, the consultant must ensure that it proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.</li> <li>(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.</li> <li>(d) Documents to be issued by the Consultants as part of this assignment must be in English language</li> </ul>
<p><b>Pre-Qualification Proposal and Technical Proposal Format and Content</b></p>	<p>3.4 Consultants are required to submit the Pre-Qualification proposal and the Technical Proposal. The Data Sheet indicates the format of the Pre-Qualification Proposal and Technical Proposal to be submitted. Submission of the wrong type of Pre-Qualification and Technical Proposal will result in the Proposal being deemed non-responsive.</p> <p>The Pre-Qualification Proposal shall provide the information as required in Data Sheet Para 5.1 using the attached Standard Forms (Section 3) and shall provide all documentary evidence for the same.</p>

The Technical Proposal (TP) shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 4).

a) For the Technical Proposal: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 4. For each assignment, the outline should indicate the names of Sub- Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Employer.

b) For the TP: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 4). Consultants should be able to substantiate the experience claimed in their proposal and must submit Letter of Award / Copy of Contract for all assignments mentioned in the proposal.

c) For the TP, a description of the approach, methodology and work plan for

	<p>performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 4. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 4) which will show in the form of a bar chart the timing proposed for each activity.</p> <p>d) The list of the proposed Professional staff team to be engaged in this assignment by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 4).</p> <p>e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7A &amp; 7B of Section 4). The staff-months input should be indicated separately in the format.</p> <p>f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 4).</p> <p>g) For the TP: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.</p> <p>3.5 The Pre-Qualification Proposal and Technical Proposal (Original, Copy and CDs) shall not include any financial information. A Pre-Qualification Proposal or Technical Proposal containing financial information shall be declared non responsive.</p>
<p><b>Financial Proposals</b></p>	<p>3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 5). It shall list all costs associated with the assignment, including remuneration for staff (foreign and local, in the field and at the Consultants' homeoffice). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.</p>

<p><b>Taxes</b></p>	<p>3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Employer under the Contract. Consultants shall include such taxes in the financial proposal.</p> <p>3.8 Consultants should provide the price of their services in Indian Rupees.</p> <p>3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 5.</p>
<p><b>Earnest Money Deposit (EMD), and Performance Guarantee</b></p>	<p><b>3.10 Earnest Money Deposit</b></p> <ul style="list-style-type: none"> <li>i. An EMD of Rs. 5,00,000/- payment to be made only through RTGS/NEFT on the e-procurement portal of Government of Haryana, instead of Demand Draft.</li> <li>ii. Proposals not accompanied by EMD shall be rejected as non-responsive.</li> <li>iii. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.</li> <li>iv. No bank guarantee will be accepted in lieu of the earnest money deposit.</li> <li>v. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.</li> </ul> <p><b>3.11 The EMD shall be forfeited by the Employer in the following events:</b></p> <ul style="list-style-type: none"> <li>i. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.</li> <li>ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.</li> <li>iii. If the consultant tries to influence the evaluation process.</li> <li>iv. If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).</li> </ul> <p><b>3.12 Performance Bank Guarantee</b></p> <ul style="list-style-type: none"> <li>i. The selected consultant shall be required to furnish a Performance Bank Guarantee equivalent</li> </ul>



	<p>to 10% of the contract value rounded off to the nearest thousand Indian Rupees, in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favour of Member Secretary, Haryana State Pollution Control Board, Panchkula for the entire period of contract with 90 days claim period. The bank guarantee must be submitted after award of contract but before signing of consultancy contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering anydues recoverable/payable from/by the Consultant on any account under the contract. On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original</p> <p>ii. The format for the Performance Bank Guarantee is the same as the “Format of Bank Guarantee” provided in as part of the RFP</p>
<p><b>4. Submission, receipt and opening of proposals</b></p>	<p>4.1 The original proposal (Pre-Qualification proposal, Technical Proposal and Financial Proposal;) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for the Pre-Qualification Proposal, Technical Proposal and Financial Proposals should respectively be in the format of PRE-QUAL FORM 1 and PRE-QUAL FORM 2, TECH-1 of Section 4, and FIN-1 of Section 5, respectively.</p> <p>4.2 An authorized representative of the Consultants shall initial all pages of the original Pre-Qualification, Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Pre-Qualification, Technical and Financial Proposals or in any other form demonstrating that the representative has been dully authorized to sign. The signed Pre-Qualification, Technical and Financial Proposals shall be marked “ORIGINAL”.</p>

4.3 The Pre-Qualification Proposal should be marked "ORIGINAL" or "COPY" as appropriate. The Pre-Qualification Proposals shall be sent to the addresses referred to and in the number of copies indicated in the Data Sheet Para 4.3. All required copies of the Pre-Qualification Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Pre-Qualification Proposal, the original governs. All the agencies responding to this tender would need to meet the pre-qualification criteria set in this RFP as per details provided in Data Sheet Para 5.1.

4.4 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to and in the number of copies indicated in the Data Sheet Para 4.3. 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 the Technical Proposal, the original shall prevail.

4.5 The original and all copies of the Pre-Qualification Proposal shall be placed in a sealed envelope clearly marked "PRE-QUALIFICATION PROPOSAL". 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 shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and the name of the assignment, and with a warning "DO NOT OPEN WITH THE PRE-QUALIFICATION PROPOSAL OR TECHNICAL PROPOSAL." The envelopes containing the Technical Proposal, Financial Proposals and EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 1400 hrs on 28.02.2018". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not

	<p>submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.</p> <p>4.6 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Employer no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Employer after the deadline for submission shall be returned unopened.</p> <p>4.7 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Pre-Qualification, Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.</p> <p>4.8 The Employer has/ will constitute a Consultancy Evaluation Committee (CEC) which will carry out the entire evaluation process.</p> <p>4.9 The Employer shall open the Pre-Qualification Proposal immediately after the deadline for their submission. The envelopes with the Technical Proposal and Financial Proposal shall remain sealed and securely stored.</p>
<p><b>5. Evaluation of Pre-Qualification Proposal and Technical Proposal</b></p>	<p>5.1 The Consultancy Evaluation Committee shall first evaluate the Pre-Qualification Proposal as per the Pre-Qualification Criteria detailed in Data Sheet Para 5.1. The CEC while evaluating the Pre-Qualification Proposals shall have no access to the Technical and Financial Proposals until the Pre-Qualification evaluation is concluded and the competent authority accepts the recommendation. The Pre-Qualification proposal shall be evaluated based on the information provided in the Standard Forms (Section 3) and the supporting documents.</p>

	<p>5.2 The technical proposals of only those bidders, who qualify in the evaluation of the pre-qualification proposals, shall be opened. Consultancy Evaluation Committee while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.</p> <p>5.3 The CEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will be done and at this stage the financial bid (proposal) will remain unopened. Consultants shall make presentation to Consultancy Evaluation Committee which will be evaluated. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, &amp; particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
<p><b>Public Opening and Evaluation of Financial Proposals - QCBS Selection Procedure</b></p>	<p>5.4 Financial proposals of only those firms who are technically qualified shall be opened publicly on the date &amp; time specified the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.</p> <p>5.5 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, the items</p>

	<p>described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. If permitted under RFP to quote in any currency other than Indian Rupees, prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in the Data sheet. Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.</p> <p>5.6 In the QCBS method of selection of Consultant, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: <math>S = St \times T\% + Sf \times P\%</math>. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
<p><b>6. Negotiations</b></p>	<p>6.1 Negotiations will be held at the address indicated in the DataSheet. 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 Employer 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.</p>

<p><b>Technical Negotiations</b></p>	<p>6.2 Negotiations will include a discussion of the Technical negotiations Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer 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”. Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant</p>
<p><b>Financial Negotiations</b></p>	<p>6.3 After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstances, the financial negotiation shall result in an increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 5 - Financial Proposal - Standard Forms of this RFP.</p>
<p><b>Availability of Professional Staff/Experts</b></p>	<p>6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer 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</p>

	<p>within the period of time specified in the letter of invitation to negotiate</p>
<p><b>Conclusions of Negotiations</b></p>	<p>6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the Employer will invite the Consultant whose Proposal received the second highest score to negotiate a Contract</p>
<p><b>7. Award of Contract</b></p>	<p>7.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant, and promptly notify all Consultants who have submitted proposals about the decision taken.</p> <p>7.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-7, within 15 days of issuance of the letter of intent.</p> <p>7.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Part II DataSheet.</p>
<p><b>8. Confidentiality</b></p>	<p>8.1 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</p>

### III. Instructions to Consultants

#### Part II Data Sheet

Paragraph Reference	
1.1	<p><b>Name of the Employer:</b> Haryana State Pollution Control Board, Panchkula</p> <p><b>Method of selection:</b> Pre-Qualification of eligible consultants followed by Quality and Cost Based Selection [QCBS]</p>
1.2	<p><b>Name of the assignment:</b> “selection of PMU for process improvement and strategic roadmap for Haryana State Pollution Control Board”</p>
1.3	<p><b>The Proposal submission address is:</b> Haryana State Pollution Control Board C-11, Sector-6, Panchkula Pin: 134102</p> <p>Proposal (Pre-qualification Proposal, Technical Proposal and Financial Proposals in three separate sealed envelopes and EMD) must be submitted not later than the dates and time defined in the detail notice inviting tender.</p>
1.5	<p>A pre-proposal conference will be held: No</p> <p>The Employer’s representative is: Member Secretary, Haryana State Pollution Control Board, Panchkula</p>
1.6	<p>The Board shall provide copies of various Environmental Acts, Rules and notifications issued there under, detail of industries, detail of accounts, legal cases, establishment, maps, technical knowhow available with the Board, access to software, electronic equipments etc.</p>
1.13	<p>Proposals must remain valid for 90 days after the submission date.</p>
2.1	<p>The queries, if any can be mailed to <a href="mailto:hspcbho@gmail.com">hspcbho@gmail.com</a></p> <p>The address for requesting clarifications is: Member Secretary Haryana State Pollution Control Board,</p>



	C-11, Sector 6, Panchkula
3.3 (b)	The estimated tenure of contract: Fixed price fixed term contract for a period of 10 Months
3.4	The formats for the Pre-Qualification Proposal to be submitted are: Pre-Qual Form 1 - Pre-Qualification Proposal Submission Form Pre-Qual Form 2 - Consultant's Organization & Requisite Experience The formats of the Technical Proposal to be submitted are: Form Tech 1: Letter of Proposal submission Form Tech 2: Consultant's organization & experience Form Tech 3: Comments & suggestions on TOR Form Tech 4: Approach & methodology Form Tech 5: Team composition Form Tech 6: Curriculum vitae Form Tech 7A & 7B: Staffing Schedule Form Tech 8: Work Schedule Form Tech 9: Comments / modifications suggested on draft contract. Form Tech 10: Information regarding any conflicting activities and declaration thereof
3.4 (g)	Training is a specific component of this assignment: No
3.8	Consultant to state local cost in Indian Rupees
4.3	Consultant must submit the following: a) Original and 1 duplicate hard copy and 1 Soft Copy (on a non rewriteable CD) of the Pre-Qualification Proposal b) Original and 1 duplicate hard copy and 3 soft copies (on a non-rewriteable CD) of the Technical Proposal, and c) Only the Original of the Financial Proposal
5.1	<b>Pre-Qualification Criteria</b>  The Technical Proposals of only those bidders who meet the pre-qualification criteria will be opened. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected summarily.  <ol style="list-style-type: none"> <li>1. The Bidder must have a registered office in India and an existing office in Chandigarh/Haryana.</li> <li>2. Bidder must have experience of operating in India for the last 10 years as on March 31, 2017.</li> <li>3. The Bidder must have an average annual turnover of minimum 100 crores during the last 3 financial years ending March 31, 2017 from India operations</li> <li>4. The bidder must have at least 200 full time consulting professionals on the company's rolls, as on March 31, 2017.</li> <li>5. The bidder should have experience of atleast one consulting project in the area of BPR/PMU with fees in excess of INR 5 Cr with Central or State departments/ Governments in India</li> </ol>

6. The consultant should not have been debarred or blacklisted by Government or Governmental Agency as on date of the submission of RFP

The list of mandatory supporting documents to be submitted are:

1. Financials (Audited Balance Sheet/ CA Certificate) for the last three financial years for pre-qualification criteria 3
2. Certificate of incorporation, Registration Certificates, Service Tax Registration for previous experience cited in Pre-Qual criteria 1 and 2
3. Certificate duly attested by Human Resource Department/ Statutory Auditor of the firm for previous experience cited in Pre-Qual criteria 4
4. Work Order/ Completion Certificate/ Client Certificate for previous experience cited in Pre-Qual criteria 5
5. Certificate duly attested by authorized signatory for criteria 6

5.2

**Criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are**

**i) Previous Experience**

S. No.	Criteria	Points
1.	<p>Previous experience of Consultant in Large Scale Transformation/Program Management Units in Government / Public Sector Undertaking in India</p> <p>4 assignments. Each assignment Max 2.5 Points            Value &gt;= Rs. 10 Cr - 2.5 points            Value &gt;= Rs. 5 Cr and &lt;Rs. 10 Cr - 1.5 point            Value &lt;Rs. 5 Cr - 1 point</p>	10
2.	<p>Experience of working on Business Process Reengineering/Performance Improvement (4 project of minimum size 50 Lakhs)</p>	8
3.	<p>The bidder should have experience of providing consulting/advisory service in procurement/bid process management</p> <p>3 assignments. Each assignment Max 2 Points            Value &gt;= Rs. 2 Cr - 2 points            Value &gt;= Rs. 1 Cr and &lt;Rs. 2 Cr - 1.5 point            Value &lt;Rs. 1 Cr - 1 point</p>	6

4.	Experience of working on atleast 1 project for Environmental regulations review done for the State government or Central Government (Specific to India) in last 3 years  Value >= Rs. 1 Cr - 4 points Value >= Rs. 75 lakhs and <Rs. 1 Cr - 2.5 point Value <Rs. 50 lakhs - 1 point	4
5.	Experience IT systems design and bid process management of large projects of INR 50 Cr (overall project cost) and above 1 mark for each project	2
6.	Total Score for Criterion (i)	<b>30</b>

**(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference**

S. No.	Criteria	Points
1.	Technical approach and methodology	20
	<i>a) Overall understanding</i>	10
	<i>b) Approach and methodology</i>	10
2.	Project/work plan with milestones and timelines	3
3.	Organization & Staffing - Adequacy beyond the required mandatory positions	2
4.	Technical Presentation	10
5.	Total Score for Criterion (ii)	<b>35</b>

**iii) Key professional staff qualifications and competence for the assignment:**

S. No.	Criteria	Points
1.	Project Manager  Education Qualification: Post-Graduation in Business Administration/Management. Experience Requirement: Overall experience of 10 years with minimum 5 years in Government advisory. Experience of working with State or Central Govt. and leading projects Large scale PMU projects, BPR, long term strategic planning/visioning.	7
2.	Organization Planning and restructuring	5

	expert  Education Qualification: Post graduate Degree in Management/Human Resources/MBA Experience Requirement: Overall experience of 7 years with expertise in organization restructuring, institutional development and capacity building	
3.	Change management expert  Education Qualification: Post graduate Experience Requirement: Overall experience of 7 years with expertise in change management	5
4.	IT Expert Education Qualification: Post-Graduation in Business Administration/IT.  Experience Requirement: Overall experience of 7 years. He/she should have experience of working on government projects in IT and e governance domain.	3
5.	Procurement expert  Education Qualification: Post Graduate Experience Requirement: Minimum 7 years of relevant experience	3
6.	Finance Expert  Education Qualification: CA Experience Requirement: Overall experience of 10 years in relevant area	3
7.	Environment Expert  Education Qualification: Graduation in Environment Sciences Experience Requirement: Overall experience of 10 years with minimum experience of leading atleast 5 projects in environment, climate change, sustainability space etc.	3
8.	Legal Expert	3

		Education Qualification: BA LLB Experience Requirement: Overall legal experience of 7 years	
	9.	Project Management Consultants (3 resources) 1 mark for every consultant Post graduation and overall 3 years of experience	3
		<b>Total Score for Criterion (iii)</b>	<b>35</b>
	<p>* The CVs would be evaluated on basis the relevant experience of the proposed staff. 20% weightage would be given to the qualification and rest 80% would be given to the experience requirement.</p> <p>Stech = Total points obtained for the above criteria (i), (ii), (iii) The minimum technical score Stech required to pass is: 70 Points</p>		
5.3	<p>The formula for determining the technical score is as follows:  <math>St = (100 \times T / Tm)</math>, in which St is the normalized technical score, Tm is the highest technical score and T is the technical score of the proposal under consideration.</p> <p>The formula for determining the financial scores is the following:  <math>Sf = 100 \times Fm / F</math>, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:  T = 0.80; and P = 0.20</p>		

<b>6</b>	<b>Payment Schedule</b>			
	<b>S. No.</b>	<b>Deliverable</b>	<b>Payment %age of total</b>	<b>Timeline (months)</b>
	1.	Mobilization advance	10%	T
	2.	As-Is Process Report	10%	T+2
	3.	Recommendations for organization restructure	15%	T+4
	4.	Technology Roadmap	10%	T+4
	5.	Strategic roadmap	10%	T+5
	6.	Preparation of bid documents	10%	T+5
	7.	Communication and Strategy plan	10%	T+6
	8.	Quarterly payments	5% after every 3 months	Quarterly payments starting from T** (at T+3, T+6 and T+9)
9.	Final project closure	10%	Closure of the project	
* The timelines are tentative and may vary depending upon project requirements and various approvals				
<b>6.1</b>	Expected date and address for contract negotiations: Date to be communicated later. Address: Haryana State Pollution Control Board Plot No. C-11, Sector-6,Panchkula			
<b>6.2</b>	Expected date and place for commencement of consulting services Date to be communicated later. Address: Haryana State Pollution Control Board Plot No. C-11, Sector-6,Panchkula			

#### **IV. Section 3- Pre-Qualification Proposal - Standard Forms**

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Pre-Qualification Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Pre-Qualification Proposal

PRE-QUAL FORM 1 - Pre-Qualification Proposal Submission Form

PRE-QUALFORM 2 - Consultant's Organization and Requisite Experience

## 1. Pre-Qual Form 1 - Pre-Qualification Submission form

To:

Haryana State Pollution Control Board

Plot No. C-11, Sector-6, Panchkula

Dear Sir:

We, the undersigned, offer to provide Consultancy for the assignment-‘Selection of PMU for Process Improvement and Strategic Roadmap for the Haryana State Pollution Control Board’ in accordance with your Request for Proposal dated \_\_\_\_\_. We are hereby submitting our Proposal, which includes this Pre-Qualification Proposal, and a Technical Proposal and Financial Proposal sealed in separate envelopes.

We hereby declare that all the information and statements made in this Pre-Qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.3 of 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: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

Email ID: \_\_\_\_\_

Telephone No (s): \_\_\_\_\_



## 2. Pre-Qual Form 2 - Consultant Organization and Experience

### A - Consultant's Organization

*[Provide here a brief description of the background and organization of your firm/entity. Also provide a brief description on the ownership details, date and place of incorporation of the firm, objectives of the firm etc. Apart from this, also provide information on the Annual Turnover of the firm for the last 3 financial years as required in Section III- Instruction to consultants, Part II - Data Sheet]*

### Organization and Financial Information

<b>Form A 1: Details of the Organization - Bidder</b>	
Name	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Area of expertise with respect to this project	
Contact details (name, address, phone no. and e-mail)	
No. of fulltime consultants on payroll as on 31 Mar 2017	
No. of years of business consulting experience in India as on 31 Mar 2017	

<b>Form A2: Financial Information - Bidder*</b>			
<b>From India operations</b>			
	FY 2016-17	FY 2015-16	FY 2014-15
Revenue (in INR crores)			
Revenue from Consulting (in INR crores)			
<b>Other Relevant Information</b>			

**B - Consultant Firm’s Experience**

*[Using the format below, provide information on each assignment for which your firm was legally contracted individually as a corporate entity for carrying out consulting services as requested under this assignment. Consultants should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor) as required in Section III- Instruction to consultants, Part II - Data Sheet ]*

**Please provide citations of 1 relevant consultancy project**

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

## V. Section 4 - Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Pre-Qualification Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

### **Technical Proposal**

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

A - Consultant's Organization

B - Consultant's Experience against all relevant evaluation criteria

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer

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 Assignment

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7A & 7B Staffing Schedule

TECH-8 Work Schedule

## 1. Form Tech 1 -Technical Proposal Submission Form

To:

The Chairman,  
Haryana State Pollution Control Board  
Plot No. C-11, Sector-6, Panchkula Government of Haryana,

Dear Sir:

We, the undersigned, offer to provide Consultancy for the assignment-‘Selection of PMU for Process Improvement and Strategic Roadmap for the Haryana State Pollution Control Board’ in accordance with your Request for Proposal dated \_\_\_\_\_. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelope.

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 Paragraph Reference 1.13 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.3 of 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: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

Email ID: \_\_\_\_\_

Telephone No (s): \_\_\_\_\_

## 2. Form Tech 2 - Consultant Organization and Experience

### A - Consultant's Organization

*[Provide here a brief description of the background and organization of your firm/entity.]*

## B - Consultant Firm's Experience

[Using the format below, provide information on each assignment for which your firm was legally contracted individually as a corporate entity for carrying out consulting services as requested under this assignment. Consultants should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor) as required in Section III- Instruction to consultants, Part II - Data Sheet]

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

Firm's Name:

---

### 3. Form Tech 3 - Comments and Suggestions on the Terms of Reference and on Counterpart Staff and facilities to be provided by the employer

#### A - On the Terms of Reference

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

#### B - On Inputs and Facilities

*[Comment here on inputs and facilities to be provided by the Employer according to Paragraph Reference 1.6 of the Part II Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

#### 4. Form Tech 4 - Description of Approach, Methodology and Work Plan for Performing the Consultancy Assignment

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:*

*a) Technical Approach and Methodology,*

*b) Work Plan, and*

*c) Organization and Staffing,*

- a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan:** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.
- c) **Organization and Staffing:** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The support staff profiles shall be different from Key professional staff as required in Section 5.3 (a) (iii) of the Data Sheet. The details of these resources shall be given in Form TECH -5



## 5. Form Tech 5 - Team Composition and Task Assignments for Consultancy Assignment

<b>Professional Staff</b>			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned

<b>Support Staff as required in Form TECH - 4 (c)</b>			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned

## 6. FORM TECH-6 Curriculum Vitae(CV)for Proposed Professional Staff

1.	Proposed Position			
2.	Name of Firm:			
3.	Name of Staff:			
4.	Date of Birth			
5.	Nationality			
6.	Education			
	Name of Institution	Degree(s) or Diploma(s) obtained:	Date	
7.	Membership in Professional Associations/ Trainings attended			
8.	Countries of Work Experience:			
9.	Languages			
	Language	Reading	Speaking	Writing
	English			
	Hindi			
	Any other			
10.	Employment Record:			
	FROM :		TO:	
	EMPLOYER			
	POSITION/S HELD			
	FROM:		TO:	
	EMPLOYER			
	POSITION/S HELD			
	FROM:		TO:	
	EMPLOYER			
	POSITION/S HELD			

11. Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned																			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Name of assignment or project:</td> <td></td> </tr> <tr> <td>Year:</td> <td></td> </tr> <tr> <td>Location:</td> <td></td> </tr> <tr> <td>Client:</td> <td></td> </tr> <tr> <td colspan="2">Main project features:</td> </tr> <tr> <td colspan="2" style="text-align: center;">•</td> </tr> <tr> <td>Position/s held:</td> <td></td> </tr> <tr> <td colspan="2">Activities performed:</td> </tr> <tr> <td colspan="2" style="text-align: center;">•</td> </tr> </table>	Name of assignment or project:		Year:		Location:		Client:		Main project features:		•		Position/s held:		Activities performed:		•	
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Name of assignment or project:																			
Year:																			
Location:																			
Client:																			
Main project features:																			
Positions held:																			
Activities performed:																			
12. Certification																			
	<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p>																		

	Full name of authorized representative:
--	---



8. Form Tech 8 - Work Schedule (Project Management Plan)

S. No.	Activity	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1.														
2.														
3.														
4.														
5.														
6.														
7.														
8.														
9.														
10.														
11.														
12.														
13.														
14.														
15.														
16.														
17.														
N														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Employer 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.

## 9. Form Tech 9 - Comments/Modifications suggested on Draft Contract

*[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]*

## 10. Form Tech 10 - Information Regarding any Conflicting Activities and Declaration Thereof

Are there any activities carried out by your firm or group company which are of conflicting nature as mentioned in para 1.8 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

*[We hereby declare that our firm, our associate/ group firm is not indulged in any such activities which can be termed as the conflicting activities under para 1.8 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected / terminated by the Employer which shall be binding on us.]*

*Authorized Signature [In full and initials]:*

*Name and Title of Signatory:*

*Name of Firm:*

*Address:*



## VI. Section 5- 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 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

## 1. Form FIN 1- Financial Proposal Submission Form

[Location, Date]

The Chairman,  
Haryana State Pollution Control Board  
Plot No. C-11, Sector-6, Panchkula Government of Haryana,

Dear Sir:

We, the undersigned, offer to provide Consultancy for the assignment-‘Selection of PMU for Process Improvement and Strategic Roadmap for the Haryana State Pollution Control Board’ in accordance with your Request for Proposal **dated \_\_\_\_\_**. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*]. The amount of the local taxes, as identified/estimated is shown in the summary separately.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.13 of the Data Sheet. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

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

We remain,  
Yours sincerely,

Authorized Signature [In full and initials]:

\_\_\_\_\_  
Name and Title of Signatory:

\_\_\_\_\_  
Name of Firm:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Email ID: \_\_\_\_\_

\_\_\_\_\_  
Telephone No (s): \_\_\_\_\_

## 2. Form FIN 2 - Summary of Costs

### Financial Proposal for providing Consultancy services

Item	Costs in INR
1. Total Costs of Financial Proposal for providing consultancy services (including Out of Pocket expenses (OPE's))	
2. Taxes and other duties	
<b>Total Amount of Financial Proposal for providing consultancy services (including taxes)</b>	

### 3. Form FIN 3 - Breakdown of Remuneration

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Employer)

Name	Position	Staff Month Rate (A)	Proposed total no. of man-months (B)	Total Amount in INR (A*B)
<b>Key Professionals</b>				
<b>Supporting Staff</b>				

1. Form FIN-3 shall be filled in for the same Professional (to be indicated by name) and Support Staff (to be indicated by category) listed in Form TECH-7A.
2. Professional Staff and Support Staff should be indicated individually;
3. Positions of the Professional Staff shall coincide with the ones indicated in Form TECH 5 indicate separately staff-month rate.

## VII. Section 6 - Terms of Reference

### Background

Haryana was created on 1st November 1966 and has emerged today as one of the most industrialized States in the country. Haryana is 11th state in the country in terms of GSDP, with growth rate of around 6.5%. With just 1.3% of the total area of the country, Haryana contributes to nearly 3.4% of the India's Gross Domestic Product (GDP). On the other side, the rapid growth and development has resulted in rampant environmental deterioration. Consequently, the state has been facing increasing problem of pollution. The policy and regulatory framework has not been able to keep pace with the growth and has been trying to catch up continuously, which has resulted in serious gaps on both the policy and the implementation front.

The Haryana State Pollution Control Board (HSPCB) is a statutory authority entrusted the duty to implement environmental laws and rules within the jurisdiction of the State of Haryana. The Board ensures proper implementation of the statutes, judicial and legislative pronouncements related to environmental protection within the State. Haryana State Pollution Control Board was constituted under Water (Prevention and Control of Pollution) Act, 1974 vide Notification No. 86/(4)(iv)74/33298 dated 19.9.1974 initially for Prevention and Control of Water Pollution and maintaining or restoring wholesomeness of water. The Pollution Control Board has been established as a regulatory authority for implementing various pollution control laws. The board is committed to provide pollution free environment to the people of State.

The various environmental Acts and Rules which are being implemented by the HSPCB are:

- The Water (Prevention and Control of Pollution) Act, 1974, amended till date
- The Water,(Prevention and Control of Pollution) Cess Act, 1977, amended till date
- The Air (Prevention and Control of Pollution ) Act, 1981, amended till date
- The Environment (Protection) Act, 1986, amended till date
- The Hazardous and Other Wastes (Management, and Transboundary Movement) Rules, 2016
- The Manufacture, Storage and Import of Hazardous Chemicals rules, 1989, amended till date
- The Biomedical Waste Management Rules, 2016
- The Plastics Waste Management Rules, 2016
- The Construction and Demolition Waste Management Rules, 2016
- The Noise Pollution (Regulation and Control) Rules, 2000 amended till date

- The Batteries (Management and Handling) Rules, 2001
- The Ozone Depleting Substances (Regulation and Control) Rules, 2001 amended till date
- Solid Waste Management Rules, 2016

**The broad functions and responsibilities of the Board are as under:-**

- To plan a comprehensive program for the prevention, control or abatement of pollution of streams and wells as well as of air in the State and to secure the execution thereof
- To advise the State Government on any matter concerning the prevention, control or abatement of Pollution.
- To collect and disseminate information relating to pollution and the prevention, control or abatement thereof:
- To collaborate with the Central Board in organizing the training of persons engaged or to be engaged in programs relating to prevention, control or abatement of pollution and to organize mass education programs relating thereto :
- To inspect sewage or trade effluents, works and plants for the treatment of sewage and trade effluents and to review plans, specifications or other data relating to treatment plants and the system for the disposal of sewage or in connection with the grant of any consent as required by this act ;
- To lay down, modify or annul effluent standards for the sewage and trade effluents and for the quality of receiving waters (not being water in an interstate stream) resulting from the discharge of effluents and to classify waters of the State :
- To evolve economical and reliable methods of treatment of sewage and trade effluents, having regard to the peculiar conditions of soils, climate and water resources of different regions and more especially the prevailing flow characteristics of water in streams and wells which render it impossible to attain even the minimum degree of dilution ;
- To evolve efficient methods of disposal of sewage and trade effluents on land, as are necessary on account of the predominant conditions of scant stream flows that do not provide for major part of the year the minimum degree of dilution;
- To lay down standards of treatment of sewage and trade effluents to be discharged into any particular stream taking into account the minimum fair weather dilution available in that stream and the tolerance limits of pollution permissible in the water of the stream, after the discharge of such effluents ;
- To advise the State Government with respect to the location of any industry the carrying on of which is likely to pollute a stream or well or suitability of

any premises or location for carrying on any industry which is likely to cause air pollution.

### **Board locations**

The Board is headed by a Chairman with its headquarters at Panchkula. There are 12 Regional offices in the State located at Dharuhera, Ballabgarh, Gurugram (North), Gurugram (South), Faridabad, Bahadurgarh, Sonapat, Panipat, Panchkula, Hisar, Yamuna Nagar & Bhiwani. The Board has established four laboratories of its own at Panchkula, Gurgaon, Faridabad, & Hisar for carrying out the work of collection & analysis of different types of effluents/ water samples and air emission samples from various industries of the state.

### **Functional Structure of the Board**

The Board functions through its Engineering wing, scientific wing, Legal Wing, Administration wing, Accounts wing and Information Technology Cell. The Engineering wing is headed by Environmental Engineers and is mainly involved in implementing various environmental statutes in the State of Haryana including monitoring work and redressing public complaint. The Scientific wing, headed by Scientists, is looking after the Board's four Laboratories and is also involved in various environmental monitoring projects as well in the implementing various Environmental statues. The Legal wing, headed by the District Attorney, is looking after the legal aspects and representing the Board at different Courts of law. The Administrative wings are managing the administrative and personal matters. The Accounts wing manages the accounts and finance related issues of the Board.

Over the last 2 years HSPCB, as part of its endeavor to address the growing concerns over climate change and provide a safe and sustainable ecosystem to all the citizens has proactively taken a number of initiatives. Now the HSPCB wants to address these gaps in a comprehensive manner and also prepare the state for the future.

In order to gear up for the scale of project work in coming few years, HSPCB requires a large scale transformation of itself into a robust, motivated, operationally efficient firms that are geared up to take on the dynamic challenges of the sector. The new revamped organization will be supported by streamlined processes, which facilitate rapid execution and remove bottlenecks without compromising on quality.

### **Objectives of the engagement**

The HSPCB intends to undertake a transformation exercise to develop a comprehensive and sustainable organization structures, and processes and systems to enhance program management and operational efficiencies. In addition the exercise will focus on improving internal processes, strengthen infrastructure and

increasing utilization of human capabilities so as to create an effective and efficient organization for meeting the demand of the state.

To undertake this transformation exercise, HSPCB is seeking the services of a consulting organization in organization restructuring and in selection of agencies for the identified manpower deployment. i.e, the department intends to outsource the manpower required to a firm for each wing of the Board (if possible). For example - The manpower shall be outsourced to an IT firm who shall provide the required resources for running the IT cell. The Board shall monitor the performance of these firms based on the KPIs suggested in the organization restructuring.



## Detailed Scope of Work

The detailed scope of work for the consultant has been divided into 6 modules. The following section provides details on each of the four modules including activities to be performed, deliverables and timelines:

Module	Description	Activities	Deliverable	Timelines
<b>Module 1: Operational Realignment</b>				
1.1	Process Realignment	<ul style="list-style-type: none"> <li>• Identify the concerns of key stakeholder, challenges and capture expectations of various stakeholder groups</li> <li>• Identify key operational processes at State Headquarter and District Officers</li> <li>• Detailing of existing processes, services, procedures and technology used for delivery:               <ul style="list-style-type: none"> <li>i. Financing Management</li> <li>ii. HR Management</li> <li>iii. Resource Management</li> <li>iv. Coordination with different ministries/ agencies of central/ state government</li> </ul> </li> <li>• Map current processes and standard operating procedures of the department and its regional offices</li> <li>• Create an inventory of key approvals provided by the department/agencies</li> <li>• Identify the key performance indicators regarding the various</li> </ul>	<ul style="list-style-type: none"> <li>• As- Is process report with gap analysis highlighting process specific bottlenecks and redundancies</li> <li>• To be Process Report</li> </ul>	<ul style="list-style-type: none"> <li>• T+ 60 days</li> </ul>

Module	Description	Activities	Deliverable	Timelines
		<p>processes</p> <ul style="list-style-type: none"> <li>• Detailing the approval processes along with SLA's and stakeholder responsibilities and the current time taken for processes</li> <li>• Study linkages with other agencies and other government departments at the state and central level</li> <li>• Carry out rationalization for the identified processes</li> <li>• Identify gaps and design remediation plans for the identified processes</li> <li>• Perform gap assessment and identify gaps including : <ul style="list-style-type: none"> <li>○ Highlighting the focus area and improvements opportunities;</li> <li>○ Identify functions where improvements are most critical by keeping in mind the present structure an functions of HSPCB and other agencies</li> </ul> </li> <li>• Undertake an as-is assessment and gap analysis of the existing IT infrastructure at HQ and regional offices</li> <li>• Study and identify the MIS requirements of the various functions</li> <li>• Prepare To-be and model administrative processes</li> </ul>		

Module	Description	Activities	Deliverable	Timelines
<b>Module 2: Organization structure Realignment</b>				
2.1	Organization Realignment	<ul style="list-style-type: none"> <li>Review the current organizational structure, roles and responsibilities of staff at various levels including segregation of responsibility between the headquarter and regional/field offices, the delegation of decision making powers and the reporting structures</li> <li>Suggest changes required in the organization with detailed department structures</li> <li>Define manpower requirement across teams, type of positions (permanent, contractual etc.) and class wise distribution of Personnel</li> <li>Study existing HR policy and provide recommendation on the same which includes recruiting methodology</li> <li>Design/derive Key result areas and key performance indicators for all unique roles and standardize KRA/KPIs across the organization</li> <li>Review the existing financial outlay and suggest recommendations on cost implications due to revised organization restructure</li> <li>Identify the leading practices among similar national organizations</li> </ul>	<ul style="list-style-type: none"> <li>Existing and recommended top level and detailed department structure for HSPCB and its regional offices</li> <li>Job description for unique roles including KRAs/ KPIs</li> <li>Recommendations on the HR policies</li> </ul>	<ul style="list-style-type: none"> <li>T+120 days</li> </ul>

Module	Description	Activities	Deliverable	Timelines
		•		
2.2	Performance Management System ( PMS)	<ul style="list-style-type: none"> <li>• Design the objective and transparent performance management process clearly articulating key roles, PMS cycle-performance planning, mid-year review and end-year</li> <li>• Design supporting forms and formats for the designed PMS</li> <li>• Prepare service rules for each position</li> </ul>	<ul style="list-style-type: none"> <li>• Framework for Performance management system:                             <ol style="list-style-type: none"> <li>I. User Manual</li> <li>II. Procedures</li> <li>III. Monitoring tools</li> </ol> </li> <li>• Service rules</li> </ul>	<ul style="list-style-type: none"> <li>• T+ 120 days</li> </ul>
<b>Module 3: IT Realignment</b>				
3.1	IT Technology Enablement	<ul style="list-style-type: none"> <li>• Provide recommendations on IT enablement of operation processes across the levels and development of MIS for tracking all activities, outputs and outcomes of the various programs undertaken by the board</li> <li>• Prepare a Technology road map and blue print for the organization</li> </ul>	<ul style="list-style-type: none"> <li>• As –Is Status Report</li> <li>• Technology Roadmap and Blueprint for the organization</li> </ul>	<ul style="list-style-type: none"> <li>• T+ 120 days</li> </ul>
<b>Module 4: Strategic Roadmap</b>				
4.1	Strategic Roadmap	<ul style="list-style-type: none"> <li>• Develop a long term strategic growth plan for the organisation</li> <li>• Prioritize key actionable for transformation of HSPCB at large and map the implementation strategy with deliverables and timelines</li> </ul>	<ul style="list-style-type: none"> <li>• Strategic &amp; implementation model</li> </ul>	<ul style="list-style-type: none"> <li>• T+150 days</li> </ul>

Module	Description	Activities	Deliverable	Timelines
<b>Module 5: Change Management</b>				
5.1	Change management	<ul style="list-style-type: none"> <li>Identify the gaps and challenges in the current capacity building framework</li> <li>Prepare a capacity building plan based on the assessment and the key vision objectives envisaged</li> <li>Design the communication plan and training modules for all the employees at HQ</li> <li>Prepare a communication strategy to address what needs to be communicated, by whom and to whom, at what frequency, and the delivery channels</li> </ul>	<ul style="list-style-type: none"> <li>Change Management and Communication plan</li> </ul>	<ul style="list-style-type: none"> <li>T+180 days</li> </ul>
<b>Module 6: Support in selection of firms/individuals for the identified positions</b>				
6.1	Procurement	<ul style="list-style-type: none"> <li>Prepare RFP &amp; related documents for the identified positions</li> <li>Provide Bid process management support including support in release of the RFP, answering the queries of the vendors, support for evaluation etc.</li> <li>Assist the department in selection of the vendor</li> </ul>	<ul style="list-style-type: none"> <li>Preparation of RFPs</li> <li>Selection of vendors</li> </ul>	<ul style="list-style-type: none"> <li>T+210 days</li> </ul>

**Phase II: Programme Management Support**

Module	Description	Activities	Deliverable	Timelines
<b>Module 1: Programme Management Support</b>				
1.1	Programme Management Unit	<ul style="list-style-type: none"> <li>• Preparation of complete project charter encompassing all activities related to operational realignment, organization/HR and IT</li> <li>• Support for Planning, Coordination and Implementation identified under the new strategic model</li> <li>• Coordination with all stakeholders and continuous monitoring of progress made by stakeholders</li> <li>• Monitoring timelines and service levels of the implementation of the new operating model, organization realignment, IT interventions at HQ level</li> <li>• Undertaking risk assessment on a regular basis and providing mitigation plans for any risks identified</li> <li>• Submission of regular progress reports to the management</li> </ul>	<ul style="list-style-type: none"> <li>• Project charter</li> <li>• Fortnightly status report</li> </ul>	<ul style="list-style-type: none"> <li>• T+300 days</li> <li>• On-going basis</li> </ul>

## Team Composition

Following are the minimum team deployment for the team members required. Participants are free to propose resources in addition to the ones mentioned below.

S. No.	Position	No. of resources	Deployment
1.	Project Manager	1	10 month
2.	Organization Restructuring Expert	1	10 month
3.	Change Management Expert	1	5 month
4.	IT Expert	1	5 month
5.	Procurement Expert	1	5 month
6.	Legal Expert	1	5 month
7.	Finance Expert	1	5 month
8.	Environment Expert	1	5 month
9.	Consultants	3	10 month

VIII. Section 7 - Standard Forms of Contract and Annexure

STANDARD FORM OF CONTRACT

# Consultants' Services

## Lump Sum



## I. Form of Contract

### CONTRACT FOR CONSULTANTS' SERVICES

#### Lump-Sum

between

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[name of the Employer]

and

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[name of the Consultant]

Dated:

## LUMP-SUM

(All notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, the Government of Haryana acting through the Chairman, Haryana State Pollution Control Board, Panchkula (hereinafter called the “Employer”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

## WHEREAS

- (a) the Employer has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing Schedule

Appendix D: Total Cost of Services

Appendix E: Duties of the Employer

Appendix F: Form of Advance Payment Guarantee

2. The mutual rights and obligations of the Employer and the Consultant shall be as setforth in the Contract, in particular:

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

(b) the Employer shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of [*name of Employer*]

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[*Authorized Representative*]

For and on behalf of [*name of Consultant*]

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[*Authorized Representative*]

## I. General Conditions of Contract

### 1. GENERAL PROVISIONS

1.1	Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings</p> <ol style="list-style-type: none"> <li>a) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.</li> <li>b) “Consultant” means any private or public entity that will provide the Services to the Employer under the Contract.</li> <li>c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Condition (SC), and the Appendices.</li> <li>d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;</li> <li>e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</li> <li>f) “Foreign Currency” means any currency other than the currency of the Employer’s country.</li> <li>g) “GC” means these General Conditions of Contract.</li> <li>h) “Government” means the Government of Haryana.</li> <li>i) “Local Currency” means the currency of the Employer’s country.</li> <li>j) “Bidder” means the Consultant firm bidding for this consultancy assignment</li> <li>k) “Member” means the entity</li> <li>l) “Party” means the Employer or the Consultant, as the case maybe, and “Parties” means both of them.</li> <li>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.</li> <li>n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</li> <li>o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</li> <li>p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part</li> </ol>
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		of the Services. q) "In writing" means communicated in written form with proof of receipt.
1.2	Relationship between the Parties	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.3	Law Governing the contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India
1.4	Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5	Notices	
1.5.1		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.
1.5.2		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
1.6	Location	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Employer may approve
1.7	Authority of Lead Partner	Not applicable
1.8	Authorized representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the employer or the Consultant may be taken or executed by the officials specified in the SC
1.9	Taxes and Duties	The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India
1.10	Fraud and	

	<b>Corruption</b>	
1.10.1	Definitions	<p>It is the Employer’s policy to require that the Employer as well as Consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer:</p> <ul style="list-style-type: none"> <li>a) defines, for the purpose of this provision, the terms set forth below as follows: <ul style="list-style-type: none"> <li>i. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;</li> <li>ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</li> <li>iii. “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;</li> <li>iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</li> </ul> </li> </ul>
1.10.2	Measures to be taken by the employer	<ul style="list-style-type: none"> <li>a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;</li> <li>b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract</li> </ul>

**2. 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 and such other later date as may be stated in the SC. The date the Contract
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		comes into effect is defined as the Effective Date.
2.2	Termination of Contract for failure to become more effective	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
2.3	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.
2.4	Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
2.5	Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
2.6	Modifications or Variations	a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.
2.7	Force Majeure	
2.8	Definition	a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. (b) Force Majeure shall not include (i) any event which

		<p>is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
2.7.2	No Breach of Contract	<p>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.</p>
2.7.3	Measures to be taken	<p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:</p> <p>(i) Demobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.</p> <p>(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.</p>



2.8	Suspension	The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
2.9	Termination	
2.9.1	By the employer	<p>The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause GC 2.9.1. In such an occurrence the Employer 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).</p> <p>(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing.</p> <p>(b) If the Consultant becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.</p> <p>(g) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.</p> <p>(h) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the</p>

		<p>poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.</p> <p>(i) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(j) Employer reserves the right to terminate the agreement with the selected consultant or reduce the project cost at any stage of the project if the personnel proposed to be deployed full-time on this engagement are not actually working on this assignment on a full-time basis as proposed by Consultant</p>
2.9.2	By the Consultant	<p>The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p> <p>(a) If the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Employer" of the Consultant's notice specifying such breach.</p>
2.9.3	Cessation of rights and obligations	<p>Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.</p>

2.9.4	Cessation of Services	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof
2.9.5	Payment upon termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Employer shall make the following payments to the Consultant:</p> <p>(a) If the Contract is terminated pursuant to Clause 2.9.1 (d), (e), (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h), (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3 (h) (ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;</p> <p>(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c) and (f) to (i), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merint as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to Employer within 30 days of termination date</p>
2.9.6	Disputes about events and termination	If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
2.10	Extension of Contract	The contract shall be extended for a period as required by the Employer based on mutual agreement. The man-month rates used for the calculation of the ‘Total Cost of Services’ as given in Appendix D shall be effective for such extension

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General Conditions**

##### **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 Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Consultants or third Parties.

#### **3.2 Conflict of Interest**

The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

##### **3.2.1 Consultant not to benefit from commissions, discounts etc.**

- a) 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.
- b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer"

### 3.2.2 Consultants and affiliates not to be otherwise interested in projects

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 Employer, 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 Employer, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

## 3.5 Accounting, Inspection and Auditing:

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

### **3.6 Consultant's Actions Requiring Employer's Prior Approval**

The Consultant shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

### **3.7 Reporting Obligations**

- (a) The Consultant shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

### **3.8 Documents Prepared by the Consultant to be the Property of the Employer**

- (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 Employer, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer"'s prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

### **3.9 Equipment, Vehicles and Materials Furnished by the "Employer"**

Equipment, vehicles and materials made available to the Consultant by the "Employer", or purchased by the Consultant wholly or partly with funds provided

by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer”’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

### **3.10 Equipments and Materials provided by Consultants**

Equipment or materials brought into the Board's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable

## **4. CONSULTANT PERSONNEL**

### **4.1 General**

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

### **4.2 Description of Personnel**

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer"'s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

### **4.3 Approval of Personnel**

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

### **4.4 Removal or Replacement of Personnel**

(a) Except as the Employer 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 Employer 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 Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

### **4.5 Resident Project Manger**

If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.



## **5. OBLIGATIONS OF EMPLOYER**

### **5.1 Assistance and Exemptions**

Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Board shall:

- a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- b) Issue to officials, agents and representatives of the Board all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- c) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be 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 Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

### **5.3 Services, Facilities and Property of the "Employer"**

(a) The "Employer" shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

### **5.4 Payment**

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

## 5.5 Counterpart Personnel

a) If necessary, the "Employer" shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Consultant's advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding "Employer"'s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.

## **6. PAYMENTS TO THE CONSULTANT**

### **6.1 Total Cost of Services**

(a) The total cost of the Services payable is set forth in Appendix D as per the consultant's proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1 (c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2 Currency of Payment**

All payments shall be made in Indian Rupees.

### **6.3 Terms of Payment**

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

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release 75% of the payment for the respective deliverable without further delay (maximum 30 days) and the consultant shall produce a Bank Guarantee for the same. The remaining 25% of the payment for the respective deliverable shall be paid on acceptance of the deliverable by the Employer. The Bank Guarantee shall be released when the Haryana State Pollution Control Board accepts the respective deliverable.

(c) Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the

"Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC/Employer (Mention this if presentation is required) with/without modifications to be communicated in writing by the Employer to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with:

(i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

## **7. LIQUIDATED DAMAGES**

The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

The amount of liquidated damages for a particular deliverable under this Contract shall not exceed 1 % of the proportionate value of the portion of that deliverable which is deemed incomplete by the Employer as specified in Appendix D.

The liquidated damages shall be applicable under following circumstances:

(a) If a particular deliverables is not submitted as per schedule as specified in SC 13 on account of reasons solely attributable to the Consultant, the Consultant shall be liable to pay 5% of the total cost of that deliverable, for delay of each week beyond 30 days or part thereof.

(b) If a particular deliverables is not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 5% of total cost of that particular deliverable for every week or part thereof for the delay.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

### **8.2 Arbitration**

a) In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Chairman, Haryana State Pollution Control Board. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

(b) Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## 9. MISCELLANEOUS PROVISIONS

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) The Contractor/Consultant, shall be severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services

(v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of Haryana against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.

(vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, subcontractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

## II. Appendices

### APPENDIX - A

#### DESCRIPTION OF SERVICES

*[Give Note: This Appendix will include the final Terms of Reference worked out by the "Employer" and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by "Employer", etc.]*



## Appendix B

### REPORTING REQUIREMENTS

*[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]*

## Appendix C

### STAFFING SCHEDULE

*(Include here the agreed (negotiated) staffing schedule including the engagement of sub-contractors, if any)*

## Appendix D

### TOTAL COST OF SERVICES

*(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)*

## Appendix E

### DUTIES OF THE "EMPLOYER"

*(Include here the list of Services, facilities and property to be made available to the Consultant by the "Employer").*

### III. Format of Bank Guarantee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

Guarantee No. \_\_\_\_\_

Amount of Guarantee \_\_\_\_\_

Guarantee cover from \_\_\_\_\_

Last date for lodgment of claim \_\_\_\_\_

This Deed of guarantee executed by the .....(name of Bank) having its Central Office at ..... and amongst other places, a Branch at \_\_\_\_\_ (hereinafter referred to as 'the Bank') in favour of \_\_\_\_\_ (hereinafter referred to as 'the Beneficiary ') for an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) the request of \_\_\_\_\_ (hereinafter referred to as 'the Contractor/s').

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. (Rupees \_\_\_\_\_) and the Guarantee shall remain in full force up to \_\_\_\_\_ (Date of expiry) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before the \_\_\_\_\_ (last date of the claim)

## BANK GUARANTEE

To

The Chairman,  
Haryana State Pollution Control Board,  
Plot No. C-11, Sector-6, Panchkula

Dear Sir,

BANK GUARANTEE

WHEREAS

.....(Company name), a ..... company registered under the Companies Act, 1956 having its registered and corporate office at ....., hereinafter referred to as "our constituent", Which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated \_\_\_\_\_ (Herein after, referred to as "contract") with Haryana State Pollution Control Board as detailed in the said contract.

We are aware of the fact that as per the terms of the Contract, .....(Company name) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount INR ..... (in words) and guarantee the due by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach / default of the said Contract by our Constituent. In Consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we (Name and Branch of Bank) have agreed to issue this Bank Guarantee.

Therefore, we (Name and Branch of Bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR ..... (Amount in words) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be

entitled to ask you to establish your claim or claims under this Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Bank Guarantee shall continue and hold good till date subject to the terms and conditions in the said Contract. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract to date\_\_\_\_\_ as per said Contract. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

(i) Requiring beneficiary to pursue legal remedies against .....(Company name) for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained herein above, our liability under this Bank Guarantee is restricted to INR .....(Amount in words) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the Power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, Notwithstanding any arrangement that may be entered into between you and our Constituent, during the entire currency of this guarantee.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject-matter hereof brought by you may not be enforce in or by such court.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed INR .....(Amount in words).

This Bank Guarantee shall be valid only up to \_\_\_\_\_(date)

We are liable to pay the guaranteed amount or part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before \_\_\_\_\_(date).



Dated \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ 2018

Yours faithfully,

For and on behalf of the \_\_\_\_\_ Bank,

(Signature)

Designation

(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.