

ADDENDUM NO. I

Name of work: Appointment of an “Independent Expert Agency” for Amritsar, Patiala and Bathinda Cluster MSW Projects, Punjab

S. N o.	Docu ment	Clause/ Referen ce	Description as per document	Amended provision
1	RfP	2.2(A), (B)	<p>To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:</p> <p>(A)The Applicant shall have, over the past 5 (Five) years preceding the PD, undertaken or currently undertaking the following Eligible Assignments for Technical Capacity under A1 and A2 as specified below-:</p> <p>A-1: Providing Independent Expert/Independent Engineer/ C&T Operational Supervision/ PMC services of at least one single project involving Collection & Transportation of MSW, having estimated project cost of at-least INR 10 (Ten) Crore or at least 200 TPD;</p> <p>Or Providing Independent Expert/Independent Engineer/ C&T Operational Supervision/PMC services for at least two projects involving Collection & Transportation of MSW, having a cumulative estimated project cost of at-least INR 18 (Eighteen) Crore or at-least 300 TPD:</p> <p>A-2:Providing construction supervision/ Independent Expert/ Engineer/ PMC services for at least one single project involving MSW Processing Facility (such as Compost and RDF or Waste-to-Energy), having estimated project cost of at-least INR 30 (Thirty) Crore or 200 TPD capacity.</p> <p>Or Providing construction supervision/ Independent</p>	<p>To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following criteria mentioned in A or B:</p> <p>(A)The Applicant shall have, over the past 5 (Five) years preceding the PD, undertaken or currently undertaking the following Eligible Assignments for Technical Capacity under A or B as specified below-:</p> <p>A-1: Providing Independent Expert/Independent Engineer/ C&T Operational Supervision/ PMC services of at least one single project involving Collection & Transportation of MSW, having estimated project cost of at-least INR 10 (Ten) Crore or at least 200 TPD;</p> <p>Or Providing Independent Expert/Independent Engineer/ C&T Operational Supervision/PMC services for at least two projects involving Collection & Transportation of MSW, having a cumulative estimated project cost of at-least INR 18 (Eighteen) Crore or at-least 300 TPD.</p> <p>AND</p> <p>A-2:Providing construction supervision/ Independent Expert/ Engineer/ PMC services for at least one single project involving MSW Processing Facility (such as Compost and RDF or Waste-to-Energy), having estimated project cost of at-least INR 30 (Thirty) Crore or 200 TPD capacity.</p> <p>Or Providing construction supervision/ Independent Expert/ Engineer/ PMC services for at least two projects involving MSW Processing and Disposal Facility (such as Compost and RDF or</p>

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			<p>Expert/ Engineer/ PMC services for at least two projects involving MSW Processing and Disposal Facility (such as Compost and RDF or Waste-to-Energy), having a cumulative estimated project cost of at-least INR 50 (Fifty) Crore or 300 TPD capacity.</p> <p>(B) Providing construction supervision/ Independent Expert/ Engineer/ PMC services for at least one projects involving Sanitary Landfill Facility Project having estimated project cost of at-least INR 5 (Five) Crore or 50 TPD capacity.</p>	<p>Waste-to-Energy), having a cumulative estimated project cost of at-least INR 50 (Fifty) Crore or 300 TPD capacity.</p> <p>AND</p> <p>A-3: Providing construction supervision/ Independent Expert/ Engineer/ PMC services for at least one projects involving Sanitary Landfill Facility Project having estimated project cost of at-least INR 5 (Five) Crore or 50 TPD capacity.</p> <p>(B)</p> <p>B-1: Assignments, where the Bidder has undertaken preparation of DPR or Appraisal of DPR or Both for an Integrated Solid WasteManagement (ISWM) Project¹ of a minimum size of 200 (Two Hundred) tons per day (TPD) or at-least 50 Crore. Such assignments should have been completed in the past 5 (five) years preceding the Bid submission date.</p> <p>AND</p> <p>B-2: Consultant has experience of acting as Independent Engineer / Independent Expert / Project Management consultant or third party inspection and monitoring or Independent Review and monitoring agency of an urban Infrastructure project such as water supply sewage project or roads and thermal power plants, costing not less than 50 crores.</p>

¹ ISWM project is a project comprising of primary collection, secondary collection, transportation, waste processing and scientific disposal in landfill(s).

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			S.no	Key personnel	Minimum Educational Qualification	Minimum Professional Experience	Mandatory Experience	S. no	Key personnel	Minimum Educational Qualification	Minimum Professional Experience	Minimum Mandays required	Mandatory Experience
2.		2.2 (E),	1.	Team Leader-MSW Management Expert/ Collection & Transportation Management Expert	Post Graduate/ Graduate in Environmental Engineering /Environmental Sciences/Environment Planning/Environment Management/ Civil Engineering/ Bio Technology from recognized university	Total Professional Experience 8 Years Experience in MSW Sector: 4 Years	The candidate should have experience as Team Leader/ Managerial Capacity in A-1 category (such as a Project Manager or Resident Engineer) in Eligible Assignments	1.	Team Leader - MSW Management Expert / Collection & Transportation Management Expert	Post Graduate/Graduate in Environmental Engineering /Environmental Sciences/Environment Planning/Environment Management/ Civil Engineering/ Bio Technology from recognized university	Total Professional Experience 8 Years Experience in MSW Sector: 4 Years	5 days per month for 18 months	The candidate should have experience as Team Leader/ Managerial Capacity in Integrated Solid Waste Management Project (such as a Project Manage

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													or Resident Engineer) in Eligible Assignments.
			2	MSW Processing and Disposal (P&D) Expert	Post Graduate/ Graduate in Environmental /Environmental Sciences/ Environment Planning/ Environment Management/ Civil Engineering/ Mechanical Engineering Bio Technology	Total Professional Experience 8 Years Experience in MSW Sector: 4 Years	The candidate should have experience in A-2 category of Eligible Assignments	2	MSW Processing and Disposal (P&D) Expert	Post Graduate/Graduate in Environmental /Environmental Sciences/Environment Planning/Environment Management/ Civil Engineering/ Mechanical Engineering Bio Technology from recognized university	Total Professional Experience 8 Years Experience in MSW Sector: 4 Years	5 days per month for 18 months	The candidate should have experience in Integrated Solid Waste Management Project of Eligible Assignments.

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					y from recognize d								
			3	Junior Site Engineer (WTE, Processing or Power Engineering)	Graduate/ Diploma in Environment/Civil/Bio Technology /Energy Management/Mechanical Engineerin g from a recognized University/ Board	Total Relevant Professional Experience of 4 Years Experience in Construction /Supervision of MSW Plants: 2 Years	The candidat e should handled atleast 1 nos of A-2 category of Eligible Assignm ents	3	Junior Site Engineer (WTE, Processing or Power Engineering)	Graduate/ Diploma in Environment/Civil/ Bio Technology /Energy Management/Mechanical Engineering from a recognized University/Board	Total Relevant Professional Experience of 4 Years Experience in Constructi on/Superv ision of MSW Plants: 2 Years	Full time for 18 mont hs	The candid ate should handle d at least 1 nos of Integr ated Solid Waste Manag ement Projec t of Eligible Assign ments.

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			4.	Junior Site Engineer (C&T)	Graduate/ Diploma in Environment/Civil/Bio Technology /Energy Management/Mechanical Engineering from a recognized University/ Board	Total Professional Experience 4 Years’ Experience in Construction /Supervision of MSW Plants: 2 Years	The candidate should handled atleast 1 nos of A-1 category of Eligible Assignments	4.	Junior Site Engineer (C&T)	Graduate/ Diploma in Environment/Civil/ Bio Technology /Energy Management/Mechanical Engineering from a recognized University/Board	Total Professional Experience 4 Years Experience in Construction/Supervision of MSW Plants: 2 Years	Full time for 18 months	The candidate should handled at least 1 nos of Integrated Solid Waste Management Project of Eligible Assignments
3.		Contra	Special Conditions of Contract Page 67, Content for Special Conditions of Contract not available					I. <u>SPECIAL CONDITIONS OF CONTRACT GC Clause</u> A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract					

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		Consult Content Page		<p>1.1(a) The words "in the Government's country" are amended to read 'in INDIA'</p> <p>1.4 The Language: English</p> <p>1.6.1 The Address are : Commissioner-Municipal Corporation Bathinda, Patiala and Amritsar</p> <p>Attention: Cable address: Tele: Fax: Consultants: Attention: Cable address: Telex: Facsimile: [Note: Fill in the Blanks]</p> <p>1.6.2 Notice will be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery; (b) in the case of telexes, 24 hours following confirmed trans</p>

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				<p>mission;</p> <p>(c) in the case of telegrams, 24 hours following confirmed transmission; and</p> <p>(d) in the case of facsimiles, 24 hours following confirmed transmission.</p> <p>1.8 The Member in Charge is: <u>Member (P) Sh.</u> <u>.....</u></p> <p>(Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in SC 1.6.1 should be inserted here. If the Consultants consist of one entity, this Clause 1.8 should be deleted from the SC)</p> <p>1.9 The Authorized Representative are: For the Client: For the Consultants:</p> <p>1.10 The Consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.</p> <p>2.1 The effectiveness conditions are the following: i) Approval of</p>

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				<p>the Contract by the client</p> <p>2.2 The time period shall be <u>four months</u> or such other time period as the parties may agree in writing.</p> <p>2.3 The time period shall be <u>one month</u> or such other time period as the Parties may agree in writing.</p> <p>2.4 The time period shall be <u>18 months (6 months for Development Period and O&M period and 12 months for construction period)</u></p> <p>3.4 Limitation of the Consultants' Liability towards the Client</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> i) for any indirect or consequential loss or damage; and ii) Consultant will maintain at its expenses; Professional Liability Insurance including coverage for errors and omissions caused by

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				<p>Consultant’s negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees The policy should be issued only from an Insurance Company operating in India.</p> <p>iii) The policy must clearly indicate the limit of indemnity in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) and in no case should be for an amount less than stated in the contract.</p> <p>iv) If the Consultant enters into an agreement with MCL in a joint venture or ‘in association’, the policy must be procured and provided to MCL by the joint venture/in association entity and not by the individual partners of the joint venture/association.</p> <p>v) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of MCL. The insurance company may provide an undertaking in this regard.</p> <p>vi) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the</p>

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				<p>Consultants in carrying out the Services.</p> <p>vii) Professional Liability Insurance may be accepted for initially one year which shall be extended annually for five years. PLI shall be uniformly taken for a period of five years.</p> <p>3.5 The risks and the coverage shall be as follows</p> <p>(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.</p> <p>(b) Third Party liability insurance with a minimum coverage, of Rs. 1.0 million for the period of consultancy.</p> <p>(c) Professional liability insurance as per 3.4 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration.</p> <p>(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by Consultant in the performance of the services.</p>

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				<p>3.7(c) The other actions are "(i) taking any action under a civil works contract designating the Consultants as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".</p> <p>3.8 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.</p> <p>4.6 "The person designated as Team Leader in Appendix C shall serve in that capacity, as specified in Clause GC 4.6."</p> <p>6.1(b) The ceiling in local currency is:</p> <p>6) the local currency cost of any subcontract required for the Services and approved in writing by the Client;</p> <p>7) any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GC 6.1(c); and</p> <p>8) the cost of such further items as may be required by the Consultants for the purpose of the Services, as agreed in writing by the Client.</p> <p>6.4(a) The following provisions shall apply to the interest bearing advance payment and the advance payment guarantee:</p> <p>1) An advance payment. of 10% of the contract price in the</p>

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				<p>bid shall be made within <u>60</u> days after receipt and verification of advance payment bank guarantee. The advance payment will be set off by the Client in equal installments against the statements for the first 12 months of the Service until the advance payment has been fully set off.</p> <p>2) The bank guarantee shall be in Indian Rupees for advance payment</p> <p>3) Interest rate shall be 10% per annum (on outstanding amount) for local currency in Indian Rupees.</p> <p>6.4 (c) 3 % per annum.</p> <p>6.4(e) The accounts are: -For local currency: [Note: Insert account number, type of account and name and address of the Bank]</p> <p>8.2 Selection of Arbitrators Disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed as under:</p> <p>a) The sole arbitrator will be appointed by Secretary to Government of Punjab, Department of Local Govt., amongst the serving Senior Superintending Engineers or any official of higher rank, of Department of Local Govt., except the Superintending Engineer/ Chief Engineer who is/was the incharge of the work.</p> <p>b) If the arbitrator so appointed is unable or unwilling to act or</p>

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				<p>resigns his appointment or vacates his office due to any reason whatever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>c) In case of any dispute or difference arising between the Employer are a relating to any matter arising out of or connected with this Contract, such disputes or differences shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the proceedings under this clause.</p> <p>d) The decision of the Arbitrator shall be final and binding upon the parties. The cost and expenses of the arbitration proceeding including any fee of the Arbitrator, if any, shall be paid equally by both the parties. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its pleadings, replies etc. as also the fees and expenses payable to the counsel appointed by such party shall be borne by such party itself. It is also term of the contract that the parties calling them to submit there statement of claims and counter statement of claims.</p> <p>e) The venue of the Arbitration shall be any place in Punjab or Chandigarh as may be fixed by the Arbitrator in his sole discretion and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>f) Performance under the Contract shall continue during the</p>

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				arbitration proceedings and payments due to the Consultants by the Authority (MC) shall not be withheld, unless they are the subject matter of the arbitration proceedings.																																	
	RfP	Clause 5.3 Page 17	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Description</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Relevant experience for the assignment</td> <td>30</td> </tr> <tr> <td>2</td> <td>The quality of methodology and work plan proposed</td> <td>20</td> </tr> <tr> <td>3</td> <td>Qualifications and competence of the key staff for the assignment</td> <td>50</td> </tr> <tr> <td colspan="2">Total</td> <td>100</td> </tr> </tbody> </table>	Sr. No.	Description	Marks	1	Relevant experience for the assignment	30	2	The quality of methodology and work plan proposed	20	3	Qualifications and competence of the key staff for the assignment	50	Total		100	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Description</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Relevant experience for the assignment</td> <td>25</td> </tr> <tr> <td>2</td> <td>The quality of methodology and work plan proposed</td> <td>20</td> </tr> <tr> <td>3</td> <td>Qualifications and competence of the key staff for the assignment</td> <td>45</td> </tr> <tr> <td>4</td> <td>Presentation</td> <td>10</td> </tr> <tr> <td colspan="2">Total</td> <td>100</td> </tr> </tbody> </table>	Sr. No.	Description	Marks	1	Relevant experience for the assignment	25	2	The quality of methodology and work plan proposed	20	3	Qualifications and competence of the key staff for the assignment	45	4	Presentation	10	Total		100
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			4.	Junior Site Engineer (P&D)	9	3.	Junior Site Engineer (C&T)	8
				Total	50	4.	Junior Site Engineer (P&D)	8
							Total	45
	RfP	Clause 6-iii - Page 19	The Technical Proposal should score at least <u>60 points</u> to be considered responsive for financial evaluation.			The Technical Proposal should score at least <u>50 points out of 90 marks</u> to be considered qualified for Presentation stage.		
			Original description			Additional clause		
6	RfP	Clause 3.1 Page 35-36	Scope of work contains - Bullet Point (i-x)			In addition to Point (i)-(x), Point (xi): Independent Engineer should deploy digital tools (Software and Hardware) for online monitoring of waste collected daily by concessionaire.		
7	RfP	General	Clarification			The proposed staff shall be deployed at the respective ULBs i.e. Patiala, Bathinda and Amritsar		

Revised Timeline of RFP for Appointment of Independent Expert Agency for Amritsar, Patiala and Bathinda Cluster MSW Projects:

1. Last date for submission of Bid: **27-07-2017**
2. Method of submission: **In person, registered/speed post**
3. Date of Technical Proposal opening: **31/07/2017**
4. Date of Presentation: **To be announced later**
5. Date of Financial Proposal opening: **To be announced later**