



A Company Set-Up Under Section 42
of the Companies Ordinance 1984



Capital Development Authority

REQUEST FOR PROPOSALS

FOR

CONDUCTING SOLID WASTE MANAGEMENT STUDY

For

ISLAMABAD

25 APRIL 2011

Letter of Invitation

Dear Sir,

1. Introduction

1.1 The Infrastructure Project Development Facility (“IPDF”), a company established under section 42 of the Companies Ordinance, 1984 and Capital Development Authority (CDA), hereby invite submission of proposals for conducting Solid Waste Management Study for the entire city of Islamabad for the purposes of development of Waste to Energy Recovery Plant in Islamabad under the Public Private Partnership (“PPP”) modality (“the Project”). Your proposal could form the basis for future negotiations and ultimately an agreement between IPDF and your firm.

1.2 Qualified consultants having relevant work experience will be required to conduct Solid Waste Management Study for the entire city of Islamabad.

1.3 A brief description of the Services (“Services”) is set out in the Terms of Reference (“TOR”) attached as Annex-1.

1.4 The Services shall be carried out in accordance with the TOR. The continuation of Services shall be subject to satisfactory performance of the Consultant, as determined by IPDF and CDA (“Client”).

1.5 Reference to ‘the Consultant’ includes the entire Consultancy team, or relevant members, under management of a single lead Consultant who shall contract with the IPDF.

1.6 Please note that (i) the costs of preparing the proposal/offer as well as of negotiating the contract, including any visits, are not reimbursable; and (ii) IPDF is not bound to accept any of the proposals or offers submitted.

2. Technical & Financial Proposals

Technical Proposal

In order to achieve the objectives of the Assignment, the Consultant will be expected to take complete responsibility for all the activities identified in the attached TOR. The Consultant will inter-alia, conduct Solid Waste Management Study for every sector within the entire city of Islamabad.

The Technical Proposal should contain inter alia; a complete description and explanation of the proposed methodology for the Assignment (work plan), time-line, staffing, names and qualifications of allocated personnel and any other resources that the Consultant will make available to execute the Assignment and achieve the objective. The Technical Proposal should be prepared using the format attached in Annex-3 and submitted as per the procedure described in Annex-2. You must submit comprehensive information and data in support of the criteria defined in Annex-2.

Financial Proposal

The Financial Proposal should stipulate the fees for the Assignment and be prepared using the format attached as Annex-3, and submitted as per the procedure described in Annex-2.

The Client will not be responsible for any tax or insurance liability arising out of the performance of the Services for the Assignment.

All fee and costs are to be expressed in Pakistan Rupees only.

The Technical and Financial Proposals shall be evaluated by IPDF and CDA in terms of the criteria described in Annex-2. Any Financial or Technical Proposal not in strict conformity with the format attached in Annex-3 will be disqualified.

3. Negotiations

Contract negotiations shall be carried out in terms of the criteria given in Annex-2 and based on the Draft Consultancy Services Agreement (“CSA”) attached as Annex-4.

4. Clarifications

Should you require clarification on any of the terms contained in this RFP or the Annexes attached hereto, please contact Mr. Afzal Dar, Infrastructure Specialist, IPDF (Email: afzal.dar@ipdf.gov.pk). In the interest of fairness, any clarifications issued shall be posted on IPDF's website.

5. Other Terms

This RFP and the Attachments hereto are subject to the overriding Conditions set out in Annex-5.

6. PPP Framework

The PPP Policy, Feasibility Guidelines, Procurement Guidelines and Standardized Public Private Partnership Provisions under which the Project is to be implemented is available on the IPDF website at www.ipdf.gov.pk

Yours sincerely,

Adil Anwar

Chief Executive Officer (CEO)

Attachments:

- Annex-1: Terms of Reference
- Annex-2: Procedures for Submission & Evaluation of Proposals
- Annex-3: Format for Submission of Proposals
- Annex-4: Draft Consultancy Services Agreement
- Annex-5: Conditions

TERMS OF REFERENCE
FOR CONDUCTING SOLID WASTE STUDY
FOR
DEVELOPMENT OF SOLID WASTE MANAGEMENT SYSTEM IN
ISLAMABAD
UNDER
PUBLIC PRIVATE PARTNERSHIP

TERMS OF REFERENCE

1. Introduction

Rapid growth of urban population in Pakistan and a rising trend of migration from rural to urban areas of the country have posed additional demands on the existing infrastructure of these populous cities, resulting in uncontrolled urban sprawl, deteriorating environment, and constantly declining standard of urban services. As City Governments strive to improve access of common person to necessities like water and sanitation, their institutional and financial capacity also needs to be enhanced in tandem. These governments need to be efficient and financially stable to improve the sanitation systems of their respective cities for a burgeoning population. At present, solid waste management in the majority of urban towns is at best rudimentary, thus requiring the development and implementation of state of the art systems customized to the requirements of city. Realizing the deficiencies in basic infrastructure inhibiting economic growth, Capital Development Authority (CDA) has accorded high priority to providing an integrated sustainable community based Solid Waste Management System for Islamabad.

With a growing population like the other major cities of Pakistan, Islamabad also faces an urban problem of inadequate solid waste management. The basic problems with solid waste management can broadly be categorized as; (a) Insufficient official waste collection points (b) Insufficient waste collection equipment; (c) Inadequate transportation system; (d) lack of formal waste segregation , recycling and resource recovery system (e) Non-availability of a final disposal site; (f) Inadequate funds, for equipment, operations and maintenance; (g) Community's reluctance to pay for the solid waste collection fees; (h) Hygiene issues; and (h) Lack of an effective and a workable solid waste management methodology.

The CDA has the responsibility for the overall planning, provision and supervision of public health services, cover adequate sanitation and garbage disposal within the territorial limits of Islamabad Capital Territory (ICT). Within CDA, directorate of Sanitation has the functional responsibility for sanitation and management of solid waste within the municipal limits of Islamabad. This includes collection, transportation and safe disposal of solid waste collected from residential and commercial areas and open spaces etc.

Capital Development Authority (CDA) is playing the lead role in carrying out the Solid Waste Management Study for the Solid waste management Project, Islamabad.

The main features of the system shall be: Establishment of a modern and scientific Sanitary Landfill Site with all safe guards for final disposal of waste, Establishment of a Compost Fertilizer plant or a Waste to Energy Recovery plant & Establishment of a modern incineration plant for treatment of hazardous /toxic waste / hospital waste. It shall further include induction of sufficient machinery like hydraulic refuse packers; skip lifting vehicles & mechanical road sweepers and also launching a public awareness campaign for the education and awareness of the masses to ensure the success of the integrated waste management system for the capital city.

2. Objective

The main objectives of the Solid Waste Management Study for the entire city of Islamabad are:

1. A comprehensive review of the existing system & practices along with waste characterization
2. On the basis of the information gathered suggest the most optimal waste disposal methodology
3. In line with global best practices suggest the best possible location of the proposed project

3. Scope of Work

The proposed study shall be comprehensive and focused in its scope as there does not exist any comprehensive study of such type for the project. The study shall be limited to achieve the above mentioned objectives with a very prudent utilization of the resources available and without any duplication of the efforts saving the overall time duration for the studies and planning of the scheme. The final details of the study shall be finalized in coordination with IPDF and CDA.

3.1. Kick-off/Preliminary Meeting

Within three days of the award of the Assignment, the Consultant will conduct a kick-off meeting with IPDF/CDA. The Consultant is required to review any studies that may be available with CDA. The objective of this meeting will be to appraise CDA/IPDF of

the complete plan of activities proposed by the Consultant. Specifically this meeting will cover the following:

- Review of the concept and requirements of the Study
- Review of the key issues and findings
- Review of approach and methodology of the Consultant
- Review of timetable of activities / milestones going forward
- Review of the team organization and detailed functions of the team members
- Any specific issue requiring immediate attention of CDA/IPDF

Under no circumstances will the object be to re-define the scope of work committed in the Consultancy Services Agreement.

3.2. Inception Report

The consultant will submit an Inception Report within seven days of the award of the Assignment. The Inception Report should include key issues and findings of the consultant, the approach and methodology to be used for the study, timetable of activities / milestones going forward, team organisation and functions of the team members of the consultant.

3.3. Tasks To be Completed

The Consultant will conduct a study that would be helpful in establishment of an integrated waste management system for Islamabad. It is proposed that the said system shall be developed on PPP modality.

The outcomes of the study should be compiled and presented in a manner, wherein an optimal business model as well as the technology to be utilized can be determined for waste processing. The study will be conducted under following two tasks:

TASK 1: This task involves the study of the existing waste generation and management situation in Islamabad. This shall include but is not limited to:

a. Per capita waste generation for Islamabad

This will include the details regarding the size of the current waste being collected on daily and weekly basis.

b. Composition of the Waste Stream:

This sub section of the Task 1 consists of determining of the typical composition and character of mixed municipal solid waste (Waste Management Study).

c. A review and evaluation of current waste collection & disposal system

TASK 2: The advisor/consultant on the basis of the information collected, shall propose a system that would ensure a viable waste disposal system. This shall include but is not limited to:

- a. Study & recommendation of site(s) for each of the following types of facilities: sanitary landfill, incineration, composting, materials recovery and transfer facilities etc., keeping in view the relevant regulations including environment and air traffic
- b. The recommended site(s) should have capacity to handle Municipal Solid Waste for at least 25 years. The capacity should also take cognizance of the availability of soil cover for the landfill site.
- c. Suggest the suitability of the screened disposal and transfer sites, based on available data, as well as site investigations such as geophysical, hydro-geologic, soils etc.
- d. Comparatively discuss the technical, environmental, and socio-economic pros and cons of all available sites and technologies that may be utilized for the project as well as resource recovery measures.
- e. Selection of optimal technology for waste processing including Waste to Energy, Composting, incineration etc., keeping in view the local conditions.
- f. Identify all possible revenue streams for the project including potential for Carbon Credits

3.4. Packages of the Study

City of Islamabad shall be divided on the basis of the sectors and the income level of the residents of each sector, so that the study under each group may be undertaken simultaneously. However, the same terms and conditions shall be applicable for each package. The purpose of this grouping is to minimize the overall duration of the study,

exercise better control and monitoring and achieve an earlier implementation of the scheme.

3.5. Duration of the Study

In consideration to the nature of the project and to be able to launch the scheme as early as possible, the total duration of the study shall be limited to **6 Weeks** in which the entire work of surveys & data collection, compilation, analysis and report preparation shall have to be completed. Therefore surveys / data collection and compilation / analyses shall have to be carried out simultaneously to complete the assignment in the stipulated time.

3.6. Reporting Requirements

A comprehensive Waste Management Study Report shall be produced and submitted on completion of the study in addition to the partial reports submitted after the completion of each package. The report shall give a focus of the size, sources and composition of the waste streams.

Sources of data, knowledge gaps and other constraints & limitations must be duly identified and included in the report which shall be prepared as per standard practice / format for such reports.

3.7. Progress Review & Monitoring

The Consultant shall be required to update CDA/IPDF on a weekly basis, regarding the progress of work and shall fortnightly submit a progress report, as per standard format, to IPDF & CDA for effective monitoring of the progress on various tasks included in the study.

Professional presentations on important occasions would be required from the Consultant especially during the start of the work about his approach and methodology and about the results and conclusion at the completion of the study.

3.8. Schedule of Submission of Reports

The schedule for submission of the Solid Waste Management Study for the entire city of Islamabad Report shall be as under:

- a. Inception Report indicating detailed methodology and work plan within one week (at the time of Kick-off/Preliminary Meeting) of award of the contract. (Five copies)
- b. Size source and composition of waste from each package, as and when completed, but not later than 6 Weeks of award of assignment. (Five copies)
- c. Draft Waste Management Study Report after one week of the Completion of all the packages, but not later than six weeks from the award of the assignment. (Five copies)
- d. Final Waste Management Study Report within one week of receiving comments/suggestions from CDA and IPDF. (Ten copies)

All reports should be submitted both in printed and electronic versions.

4. Consultant's Responsibilities

The Consultant shall be responsible for assisting in all activities leading to completion of Solid Waste Management Study for the entire city of Islamabad. While a detailed scope of work has been spelled out in the TORs, the Consultant shall also be responsible for providing assistance in activities, not specifically mentioned in the TORs, which are necessary for successfully concluding the Assignment.

The Consultant will appoint a Team Leader to assume overall responsibility of the Project and to interface with IPDF/CDA. The Consultant will maintain all records of the Project for a period of one year from the termination of other activities under the Consultancy Services Agreement. During this period, the Consultant will assist IPDF/CDA in dealing with queries and issues related to the Project. The Consultant will be required to formulate proposals for a communication plan whereby all stakeholders are regularly informed of project progress.

5. IPDF and CDA Responsibilities

IPDF and CDA will nominate one Project Manager each, to liaise with the Consultant for coordinating all activities related to the Consultant's work. The Project Managers will also be responsible for evaluating the Consultant's performance and reviewing any corrective measures where necessary. The Project Manager will assist in securing

appointments with the CDA, any government ministries and departments, as may be required.

**PROCEDURE FOR SUBMISSION AND EVALUATION OF PROPOSALS
FOR
FOR CONDUCTING SOLID WASTE STUDY
FOR
DEVELOPMENT OF SOLID WASTE MANAGEMENT SYSTEM IN
ISLAMABAD
UNDER
PUBLIC PRIVATE PARTNERSHIP**

PROCEDURE FOR SUBMISSION & EVALUATION OF PROPOSALS

1. Submission of Proposals

The Technical Proposal shall be submitted in triplicate (one original and two copies) and placed in a sealed envelope clearly marked “Technical Proposal - Consultancy Services for Solid Waste Management Study for the city of Islamabad.”

The Financial Proposal (one original) shall be submitted in a separate sealed envelope clearly marked “Financial Proposal - Consultancy Services for Solid Waste Management Study for the city of Islamabad”.

Bidders are requested to submit their Technical and Financial Proposals in separate sealed envelopes enclosed in one larger sealed envelope addressed correctly and legibly to Chief Executive Officer IPDF, (Refer to section 8 below, for precise address and date of submission).

The Financial Proposal shall be signed by a duly authorized representative. The Proposals should include a power of attorney / letter of authority authorizing such representative to sign and submit the Technical and Financial Proposals to IPDF (in case of firm/consortium).

2. Evaluating the Proposals

On expiry of the date for submission of Proposals, the evaluation process will begin. The Project Manager will circulate the Technical Proposals to the Evaluation Committee, while the sealed Financial Proposals will remain with IPDF.

A two-stage procedure shall be adopted in evaluating the Proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. The Evaluation Committee shall carry out its evaluation, applying the evaluation criteria and point system specified below. Each responsive proposal shall be attributed a technical score (Str). Firms scoring less than 70 points shall be rejected and their Financial Proposals returned unopened.

Technical Proposal

Each Technical Proposal shall be evaluated using the following categories and weights below:

<u>Category</u>	<u>Weight</u>
Specific firm/consortium experience related to the Assignment	30%
Competence and qualifications of team	35%
Work plan and methodology	35%

Financial Proposal

Short-listed Consultants that receive a raw technical score (Str) of 70 points or higher (pre-qualified Consultants) will be informed of their pre-qualification. All other Consultant's will stand disqualified and their sealed Financial Proposals will be returned to them unopened. The Client shall open the sealed Financial Proposals of the pre-qualified parties on a pre-determined date, which will be intimated in advance.

3. Scoring of Technical and Financial Proposals

The Technical Proposal shall be assigned a raw score (Str), which shall be scaled up to constitute a final technical score (St) as follows:

$$St = Str \times 100 / St_{max}$$

where St_{max} = Raw score of the highest ranked Consultant on technical criteria.

The financial score (Sf) will be calculated as follows:

$$Sf = 100 \times (F_{min} / F_f)$$

where F_{min} = Lowest Total Fee bid
and F_f = Total Fee bid by the Consultant under consideration.

The combined Technical and Financial proposals (Sc) shall be calculated as follows:

$$Sc = 0.80xSt + 0.20 Sf$$

(Technical Proposal will have 80% weightage, while Financial Proposal will have a 20% weightage.)

4. Finalizing the Technical Scores

A meeting of the Evaluation Committee to finalize the technical scores will be called. The final individual technical scores of the Evaluation Committee members will be tabulated by the Project Manager on a top sheet, which will be signed by all the members of the Evaluation Committee.

5. Opening of Financial Proposals

Short-listed parties that receive a raw technical score (Str) of 70 points or higher (pre-qualified parties) will be invited to attend the opening of the sealed financial bids. All other parties will stand disqualified and their sealed Financial Proposals will be returned to them unopened.

6. Ranking the Pre-qualified Parties

The Project Manager will submit to the Evaluation Committee the cumulative marks (technical plus financial) of the pre-qualified parties based on the calculations set out above. The submission will identify the pre-qualified party scoring the highest cumulative scores (the "top-ranked party"). Upon endorsement by the Evaluation Committee, the Project Manager will submit the rankings of the pre-qualified parties to the management of IPDF for approval. The top-ranked party will then be invited for contract negotiations.

7. Contract Negotiations

Contract negotiations will be conducted with the authorized representatives of the top-ranked party and will primarily focus on issues related to the work plan, deliverables, contract duration and procedure for disbursements. A copy of the authority document in this regard will be made available prior to commencing contract negotiations. In case the negotiations with the top-ranked party are unsuccessful, negotiations with the authorized representatives of second-highest ranked party may be carried out, and so on and so forth.

IPDF / CDA are under no obligation to select any of the firm / consortium submitting the proposal, and have the right to cancel their Request for Proposal (RFP) at any time, without assigning any reason.

8. Address and Date of Submission

The proposals should be delivered to the “Mr. Adil Anwar, Chief Executive Officer, Infrastructure Project Development Facility (IPDF), #2, Street 59, F-7/4, Islamabad, on or before 16 May 2011 latest by 1700 hours. Failure to deliver the Proposals as aforesaid shall mean immediate disqualification.

9. Exclusion and Prohibitions

The Consultant will be prohibited from using any of the proprietary information without the express approval of IPDF, for a period of three (3) years after the completion of the Assignment.

IPDF/CDA is under no obligation to select any of the companies submitting the proposal and have the right to cancel the Assignment without cause.

**FORMAT FOR TECHNICAL PROPOSAL AND FINANCIAL
PROPOSAL FOR
CONDUCTING SOLID WASTE STUDY
FOR
DEVELOPMENT OF SOLID WASTE MANAGEMENT SYSTEM IN
ISLAMABAD
UNDER
PUBLIC PRIVATE PARTNERSHIP**

FORMAT FOR TECHNICAL PROPOSAL AND FINANCIAL PROPOSAL

FROM:

TO:

Sir/Madam:

Subject: Consultancy Services to conduct Solid Waste Management Study for the city of Islamabad

I/We _____ Consultant firm(s) herewith enclose the Technical Proposal (3 copies) and Financial Proposal (1 original) of my/our firm(s)/organization(s) as Consultant for Solid Waste Management Study for the entire city of Islamabad for Environment Friendly Public Transport System in Islamabad.

Yours faithfully,

Signature _____
(Authorized Representative)

Full Name _____

Designation _____

Address _____

FORMAT FOR TECHNICAL PROPOSAL

The Technical Proposal will provide information on how the Consultant would approach the transaction and why it is qualified to undertake the Assignment. Technical Proposal should include the following:

- a) Specific firm / consortium experience
- b) Competence and qualification of team
- c) Work Plan and methodology

a) Specific firm / consortium experience

The Consultant should give a comprehensive explanation of the team's relevant experience and capability to undertake the assignment and provide the services envisaged under the TORs. For each relevant experience cited, outline the precise role of the Consultant, contract duration, contract outcomes, and contract value

b) Competence and qualification of team

In this part, the bidder should propose the structure and composition of his team. The bidder should list the main disciplines of the assignment, the key experts responsible and the respective qualifications and credentials along with those of the proposed technical and support staff.

c) Work Plan and Methodology

In this part the Consultant should explain the 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. The Consultant should highlight the problems being addressed and their importance, and explain the approach he would adopt to address them. The Consultant should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

The Consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TORs 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.

FORMAT FOR FINANCIAL PROPOSAL

In addition to the Technical Proposal, the parties will be required to submit in a separately sealed envelope a Financial Proposal describing the amount of its fees in accordance with the requirements of this RFP Package.

	Amount (Pakistan Rupees)
Consultancy Fee	

Notes:

- Consultancy Fee: To be paid on the basis of identified deliverables (Indicative schedule in Appendix A).
- For avoidance of doubt, the Client shall not be responsible for any taxes, charges, levies etc. arising from payments to the Consultant.

DRAFT CONSULTANCY SERVICES AGREEMENT

FOR

FOR CONDUCTING SOLID WASTE STUDY

FOR

**DEVELOPMENT OF SOLID WASTE MANAGEMENT SYSTEM IN
ISLAMABAD**

UNDER

PUBLIC PRIVATE PARTNERSHIP

DRAFT CONSULTANCY SERVICES AGREEMENT

THIS AGREEMENT, (hereinafter together with the recitals and the appendices attached hereto called this “Agreement”) is made on the ___ day of ___ 2011, between Infrastructure Project Development Facility, (hereinafter called the “IPDF”), which expression shall mean and include its successors, administrators and legal representatives, and _____, (hereinafter called the “Consultant”, which expression shall mean and include its successors, administrators and legal representatives, and together with IPDF hereinafter called the “parties”).

WHEREAS

- (a) IPDF wishes to appoint a specialized firm/team of specialists to act as the Consultant to the IPDF to carry out the Services.
- (b) The Consultant, represents and covenants to the IPDF that they have the required professional skills, personnel and technical resources, and have agreed to provide on the terms set out in this Agreement of Services together with the Terms of Reference and Letter of Appointment, which would also form an integral part and parcel of this Agreement, in particular, to provide the services which are essential in respect of the Services in terms of this Agreement, and which the Consultant recommends from similar experiences in the field.

NOW THIS AGREEMENT WITNESSETH

1.1. GENERAL PROVISIONS

1.1.1 Definitions

Unless the context otherwise requires, the following terms, wherever used in this Agreement, shall have the following meanings:

- (a) “Agreement” means this Agreement between the IPDF and the Consultant.
- (b) “Applicable Law’ means the laws of Islamic Republic of Pakistan.
- (c) “Consultant” is defined in the Preamble.

(d) “Consultancy Fee” means the total amount to be paid against deliverables as specified in Appendix B, to the Consultant

(e) “Effective Date” means the date on which this Agreement is signed between the Parties.

(f) “End Date” means the_____, unless agreed in writing by the Parties.

(g) “Force Majeure” for the purpose of this Agreement means

I. An event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Agreement impossible, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any sanction or restriction imposed by any governmental authority or body within or outside Pakistan; which has a material adverse affect on the ability of the Consultant Manager to carry out the Services.

II. Force Majeure shall not include: (i) any action or failure to take action by a Party; (ii) any event which is caused by the negligence or willful act or omission of a Party or that Party's Subcontractors or Personnel or agents or employees; and (iii) any event which a diligent Party could reasonably have been expected both: (a) to have taken into account at the time of the Effective Date of this Agreement; and (b) to have avoided or overcome in the course of carrying out its obligations under this Agreement.

(h) “IPDF” is defined in the Preamble.

(i) “Islamabad Mass Transit Cell” (CDA) means a dedicated cell created within CDA for the development of Public Transport and Mass Transit Systems in Islamabad. The work of the Consultant would be monitored and reviewed by CDA.

(j) “Party” means the IPDF or the Consultant, as the case may be, and the IPDF and the Consultant shall collectively mean the “Parties”.

(k) “Personnel” means persons hired/employed by the Consultant or by any of its Subcontractors and assigned to the performance of the Services or any part of the Services.

(l) “Services” means the work to be performed by the Consultant as and when required, pursuant to this Agreement as described in the attached Terms of Reference

(TOR), or any other service mutually agreed upon by the Parties from time to time in writing during the Agreement.

(m) “Starting Date” means the date referred to in Clause 2.2.

(n) “Sub-contractor” means any person or entity to be appointed by the Consultant including but not limited to accounting, legal, and technical, consultants whether located in Pakistan or abroad, to which the Consultant sub-contracts directly or indirectly any part of the Services in accordance with the provisions of this Agreement.

(o) “Third Party” means any person or entity other than the IPDF, the Consultant or a Subcontractor.

1.2 Relation between the Parties

(a) The Consultant shall act as Consultant to the IPDF for all Services; shall manage, and be responsible for the work carried out by the Sub-contractors (whether local or foreign); shall be solely responsible for any payments due to Sub-contractors and/or Personnel hired by the Consultant; shall have complete charge of all Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf under this Agreement.

(b) The Consultant shall not assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of the IPDF.

1.3 Law Governing Agreement

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. The Consultant undertakes to comply with the Applicable Law during the performance of the Services and completion of the Project.

1.4 Headings

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

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be deemed to have been given

or made when delivered in person to any authorised representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For the Consultant:

For IPDF:

Mr. Adil Anwar
Chief Executive Officer
Infrastructure Project Development Facility
No 2, Street 59, F-7/4
Islamabad

1.5.2 Notice will be deemed to be effective as follows:

In case of personal delivery or registered mail, on delivery; and in the case of facsimiles, four (4) hours following confirmed transmission, only if confirmation is during business hours otherwise notice will be deemed effective as of the next working day, disregarding weekends and national holidays in the country to which the facsimile is transmitted. Facsimile notices shall not require confirmation by hard copies.

1.5.3 A Party may change its address for notice under this Agreement by giving the other Party notice pursuant to this Clause.

1.6 Authorized Representatives

Any action required and permitted to be taken, and any document required or permitted to be executed under this Agreement, may be taken or executed:

- (a) on behalf of the IPDF, by the CEO, IPDF; and
- (b) on behalf of the Consultant, by .

2. COMMENCEMENT, COMPLETION, SUSPENSION, MODIFICATION AND TERMINATION OF AGREEMENT

Effectiveness of Agreement

This Agreement shall come into force from the Effective Date.

2.2 Commencement of Services

The Consultant shall commence carrying out the Services not later than 7 (seven) days (“Starting Date”) after the Effective Date, or on any other date the Parties agree in writing. The Services shall be performed and completed by the Consultant before the End Date or as mutually agreed in writing by the Parties.

2.3 Expiration of Agreement

Unless terminated pursuant to Clause 2.7, this Agreement shall expire when the Services have been completed.

2.4 Entire Agreement

This Agreement constitutes the final expression and exclusive and entire agreement and understanding between the Parties in relation to the Services and contains all covenants, stipulations and provisions agreed by the Parties as at the date hereof. The Terms of Reference and the Letter of Appointment shall also form an integral part of this Agreement. This Agreement together with the Terms of Reference and Letter of Appointment shall override and supersede all previous or concurrent communications or documents or agreements exchanged on the subject matter of the Agreement and the Consultant shall not for any or all purposes place reliance on any other document/agreement except this Agreement.

2.5 Modification

Modification of the terms of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration, and not unreasonably delay or withhold a considered response to any proposals for modification made by the other Party.

2.6 Suspension of Services

The IPDF may, by written notice of suspension to the Consultant, suspend the Services under this Agreement for a cumulative period not exceeding 60 (sixty) days.

2.7 Termination

2.7.1 Termination by IPDF

The IPDF may terminate this Agreement if the Consultant:

- (a) is in breach of its obligations under this Agreement and has not remedied the same within thirty (30) days (or such longer period as the IPDF may have subsequently approved in writing) of being called to do so by the IPDF; OR
- (b) becomes insolvent or bankrupt or enters into any arrangements with its creditors for relief of debt or takes advantage of any Applicable Law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; OR
- (c) is unable as a result of force majeure to perform a material portion of the Services for a continuous period of thirty (30) days unless services are suspended under 2.6.

In any event, the IPDF may terminate this Agreement at its sole discretion without assigning any reason without liability or continuing obligation except as set forth in this Agreement. In the event of such termination (where termination is without default of the Consultant), the IPDF shall be required to make payment to the Consultant in relation to fees which have been duly accrued or billed by the Consultant in accordance with this Agreement.

2.7.2 Termination by Consultant

In the event the Services are not completed by the Consultant, due to no fault on the part of the Consultant, it's Sub-contractors or Personnel, the Consultant shall have the right to terminate this Agreement after expiry of twelve (12) months from the Start Date.

2.7.3 Cessation of Rights and Obligations

On termination of this Agreement pursuant to any part of Clause 2.7, or upon expiration of this Agreement pursuant to Clause 2.3, all rights and obligations of the Parties shall cease, except (i) rights and obligations that have accrued as of the date of termination or expiration, (ii) any right which a Party may have under the Applicable Law (iii) the indemnification obligations in Clauses 3.4 and 3.5 hereof.

2.7.4 Cessation of Services

On termination of this Agreement pursuant to Clause 2.7, the Consultant shall, immediately on receipt/issue of notice to that effect, take all necessary steps to bring the Services to a close within seven (7) days of the receipt/issue of the notice in an orderly manner. Upon cessation of Services hereunder, the Consultant shall hand over to the IPDF all documents prepared directly by the Consultant or by any of its Subcontractors, whether in final or in draft form, for submission to third parties in connection with the Project on paper and electronic format, which for the avoidance of doubt, do not include research reports or other private material produced by the Consultant.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Scope of Work

The Consultant shall perform the Services in accordance with the terms and conditions of this Agreement.

3.1.2 Standard of Performance

The Consultant shall perform the Services and carry out their obligations under this Agreement with all reasonable due diligence, efficiency and economy, in accordance with generally accepted techniques and practices and shall observe sound management practices. The Consultant shall be under a duty of care and always act, in respect of any matter relating to this Agreement or to the Services and shall at all times support and safeguard the IPDF's legitimate and proper interests in any dealings with Subcontractors, Personnel or Third Parties. The Consultant shall use its best efforts to ensure that any Subcontractors and Personnel shall be skilled and experienced and

competent in their respective trades and professions and that their work shall conform with the standards applicable to the Consultant.

3.2 Conflict of Interests

3.2.1 Consultant not to Benefit from Commissions or Discounts

The Consultant, as consideration for its work under this Agreement or the Services, will only be entitled to receive payments from IPDF as per Clause 6 hereunder, and neither the Consultant nor any person (natural or legal) associated with it shall accept for its benefit or otherwise any remuneration/consideration in the forms including but not limited to trade commission, discount, gifts, payments in kind or financial inducements whatsoever or similar payment in connection with activities pursuant to this Agreement or to the Services or the discharge of its obligations under this Agreement, and the Consultant shall use its reasonable efforts to ensure that any Sub-contractors, as well as the Personnel and agents of either of them shall neither for itself nor for the benefit of the Consultant receive any such additional remuneration.

3.2.2 Prohibition of Conflicting Activities

Subject to clause 3.2.3 below, during the subsistence of this Agreement, neither the Consultant nor its Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities in and with respect to IPDF which would conflict with the activities assigned to them under this Agreement.

3.2.3 Consultant not to provide other Services

During the term of this Agreement, the Consultant, Sub-contractors, and the Personnel shall not provide similar services to the IPDF.

3.3 Confidentiality

The Consultant shall not, during the term of this Agreement, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement, or the IPDF's business or operations (other than for the purposes of the Services) without the prior written consent of the IPDF, unless such disclosure is required by Applicable Law or regulation or such information is required for research purposes or has entered the public domain other than by a breach of this Agreement, or was already in public domain, or was already lawfully in the possession of the Consultant at the time of such

disclosure to them.

3.4 Indemnification of the IPDF by the Consultant

The Consultant shall indemnify and hold harmless the IPDF against all losses, claims, damages or liabilities to which the IPDF may become liable only to the extent, that such losses, claims, damages or liabilities arise out of any act or omission by the Consultant relating to the Services, provided that the Consultant shall not be liable for indirect or consequential losses or damages.

3.5 Indemnification of the Consultant by the IPDF

IPDF shall indemnify the Consultant and hold it harmless against all losses, claims, damages or liabilities to which Consultant may become liable only to the extent that such losses, claims, damages or liabilities arise out of any act or omission of the IPDF relating to this Agreement and the information to be provided to the Consultant in terms of this Agreement, provided that IPDF shall not be liable for indirect or consequential losses or damages.

3.6 Insurance

In the event the Consultant receives any claim for damages/compensation in respect of the services for which it seeks indemnification from IPDF in terms of Clause 3.5 herein then the Consultant shall first seek settlement from its insurers, if any, for satisfaction of such claims before resorting to the IPDF for purposes of indemnification.

3.7 Consultant Actions requiring IPDF's prior Approval

The Consultant shall obtain the IPDF's prior approval in writing before:

- (i) Entering into a subcontract for the performance of any part of the Services.
- (ii) Termination of a subcontract for the non-performance of any part of the Services.

Provided that approval by the IPDF hereunder shall not relieve the Consultant of their obligations under this Agreement.

3.8 Accounting, Inspection and Auditing

The Consultant shall keep accurate and systematic accounts and records regarding the Services and the Project, which records a duly authorized representative of the IPDF

shall be entitled to inspect and make copies thereof, as and when required during the pendency of this Agreement and for the one year from the expiry or termination of this Agreement, provided that the modalities of conducting such audit/inspection are agreed in advance with the Consultant.

4. CONSULTANT'S AND SUBCONTRACTORS' PERSONNEL

4.1 General

The Consultant shall employ and provide qualified and experienced Personnel to carry out the Services. The IPDF and the Consultant have agreed that the following senior Personnel shall form the core team:

The Project Team Leader, Mr/Ms. _____, shall be on first call to the IPDF and CDA throughout the period of the Project, subject only to personal holidays and personal emergencies, when Mr/Ms. _____ shall be available in his/her place.

4.2 Approval of Personnel

All Personnel of the Consultant and the Subcontractors and any other personnel that may be employed during the course of the project will be subject to normal security clearances where so required by IPDF.

4.3 Removal and Replacement of Personnel

(a) If, for any reason, it becomes necessary to replace any of the senior Personnel or any Subcontractor after the Effective Date, the Consultant shall forthwith provide as a replacement a person or Subcontractor of equivalent qualifications, whose curriculum vitae or resume the Consultant shall submit to the IPDF for review and approval and whom the IPDF may if it so desires call for an interview at the cost and expense of the Consultant. If the IPDF does not object in writing within seven (7) days from the date of receipt of the curriculum vitae or interview, that person or subcontractor shall be deemed to have been approved by the IPDF.

(b) If the IPDF (i) finds that any of the Personnel or Subcontractors has committed misconduct as ascertained by IPDF in its discretion or has been charged with having committed an offence or a wrong or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel or Subcontractors, or (iii) finds that any of the Personnel or Subcontractors has misrepresented with respect to its qualifications, expertise and resources then the Consultant shall, at the IPDF's written request,

immediately remove the respective Personnel or Subcontractors from this Agreement and provide a replacement with qualifications and experience reasonably acceptable to the IPDF subject to the same terms and conditions specified in Clause 4.3 (a).

5. OBLIGATIONS OF THE IPDF

5.1 Assistance and Exemptions

The IPDF shall use its best efforts, where such efforts are specifically requested stating the reasons for IPDF assistance, to ensure that the IPDF issues to its officials, agents and representatives all such instructions as may be specified by the Consultant as being necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to Information and Decisions

(a) The IPDF will co-operate with the Consultant and will endeavor to furnish the Consultant with all such information and data concerning the assignment which the Consultant may require in connection with the performance of the Services. The IPDF will provide the Consultant with access to CDA's officers and employees and to such other information and reports as the Consultant may reasonably require. The IPDF will use its best efforts to ensure that all such information (including expressions of opinions) or documentation as is provided to the Consultant is complete, true, fair, accurate and not misleading and that there are no omissions which could be material. In the event, during the course of the Consultant's engagement under this Agreement, the IPDF subsequently discovers something, which renders any such information untrue, unfair, inaccurate or misleading it will notify the Consultant at once.

(b) The IPDF shall use its best efforts to ensure that, where co-operation is required from, or decisions need to be taken or approvals given by the IPDF or CDA in the course of the Project, that co-operation will be promptly given and these decisions or approvals will not be unreasonably withheld or delayed.

(c) The IPDF acknowledges and agrees that, in rendering the Services hereunder; the Consultant will be using and relying on the information supplied to them by the IPDF.

5.3 Road shows

The IPDF shall ensure that the road shows, marketing, fact finding and other related activities are attended by the IPDF representatives and CDA employees of an appropriately senior position to be agreed with the Consultant prior to the start of the

road shows, marketing, fact finding and other related activities.

6. PAYMENTS TO THE CONSULTANT

6.1 Currency of Payment

All payments to the Technical Advisor for the Services shall be in Pak Rupees and shall be subject to deduction of applicable taxes, if any.

6.2 Mode of Billing and Payment

Payments in respect of the Services shall be made within thirty (30) days of receipt of original invoices as follows:

(a) The Technical Advisory Fee shall be paid on milestone basis as identified in Annexure based on the submission of deliverables by the Technical Advisor as required in the Terms of Reference and following acceptance of the same by the Client. The Advisory Fee to be paid by IPDF for provision of services under this agreement shall not exceed a total of Pak Rupees, _____ (_____ Pak Rupees Only), to the Technical Advisor for the performance of services under this agreement as per the milestones in Appendix.

(b) IPDF reserves the right to withhold ___% of the payment due as a penalty, if a deliverable is not completed within the stipulated time as provided in Annexure to this Agreement, if in the opinion of IPDF, the delay in completing the said deliverable is caused by the Technical Advisor. However, any such deduction shall be released by IPDF if the overall project is completed within the timeframe outlined in Annexure.

(c) All payments under this Agreement shall be made to the account of the Technical Advisor as follows:

[Bank Account Details]

(e) The Total remuneration of the Technical Advisor under this Agreement shall not exceed Pak Rupees _____ (_____Pak Rupees Only).

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties agree that it is their intention that this Agreement shall operate fairly between them, and without detriment to the interest of either of them and that if, during the term of this Agreement, either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8.

8. SETTLEMENT OF DISPUTES

8.1 Arbitration

The Parties agree that in the event of any dispute between them arising out of this Agreement or any matter related thereto or connected herewith, they shall endeavor to settle the same in an amicable manner. Should they fail to arrive at an amicable settlement, they shall refer the matter to arbitration at Islamabad in accordance with the Arbitration Act, 1940, or any amendment or enactment hereof. Arbitration as aforesaid shall be condition precedent to any other action under law.

8.2 Courts having jurisdiction

The Parties agree that the Courts at Islamabad shall have jurisdiction with respect to any litigation arising out of this Agreement.

9. ADDITIONAL COVENANTS

9.1 Publicity

The Consultant shall ensure that any publicity, press releases, advertisements and publications and public statements concerning the Services, the Project and the Agreement shall be in consultation with, approved in writing in advance by the IPDF before release by the Consultant, its Subcontractors and Personnel.

9.2 Waivers

Time shall be of the essence of the Agreement. No failure or delay of either Party hereto in exercising any right or remedy hereunder shall operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

9.3 Severability

Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.4 Originals

This Agreement is being executed in two originals, one each to be retained by the Consultant and the IPDF.

IN WITNESS OF WHICH the Parties have caused this Agreement to be signed as of the day and year first above written.

FOR AND ON BEHALF OF THE IPDF

FOR AND ON BEHALF OF THE CONSULTANT

**CONDITIONS
FOR REQUEST FOR PROPOSALS FOR CONSULTANCY SERVICES
FOR
CONDUCTING SOLID WASTE STUDY
FOR
DEVELOPMENT OF SOLID WASTE MANAGEMENT SYSTEM IN
ISLAMABAD
UNDER
PUBLIC PRIVATE PARTNERSHIP**

CONDITIONS

1. IPDF shall have the right at all times to:
 - Cancel the process for selection of Consultant
 - Vary any of the terms set out in the RFP or any of the Annexes and Appendices thereto
 - Reject any Proposal not delivered in the prescribed format and at the prescribed venue at the prescribed time

2. The Consultant shall protect and defend unconditionally as well as indemnify and hold IPDF, or any other relevant government body/agency, its employees, directors, officers and agents free and harmless from and against any and all liability, losses, claims, liens, demands, damages against any and all causes of action of every kind and character, including without limitation any judgments, penalties, interest, court costs and any legal fees incurred in enforcing this indemnity, arising under this Agreement. IPDF makes no representation, covenants, warrants or guarantees, express or implied, other than those expressly set forth in this Agreement. In no case shall IPDF be liable for contingent or consequential, special or indirect damages.

APPENDIX A

INDICATIVE PAYMENT SCHEDULE

The Retainer Fee Payment Schedule (Payment to be made in Pak. Rupees):

Indicative Milestones	Percentage of Full Contract Price
Phase 1	
Signing of Agreement for Consultancy Services	5
Submission of Inception Report	5
Submission and acceptance of Draft Waste Management Study Report	40
Submission and acceptance of Final Waste Management Study Report	50
Total	100