

# **ANNEXURE-A**

## **Technical Bid**

### **CDM/VCS/CCX/ UKETS/OTC Project Development Consultancy Services for Jaipur Municipal Corporation's Projects**

#### **Issued By:**

**Jaipur Municipal Corporation**

Office of the Executive Engineer (Projects) & TA to Chief Engineer  
Pt. Deen Dayal Upadhyay Bhawan,  
Lal Kothi. Tonk Road, Jaipur -302015

**Dated .....2010**

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# JAIPUR MUNICIPAL CORPORATION

Pandit Deendayal Upadhyay Bhawan , Lalkothi, Jaipur-302015 Raj. (INDIA)

No

NIT

Dated:

## **GLOBAL TENDER**

JMC intends to claim Credits, henceforth revenue, for GHG emission reduction through CDM / VCS/CCX/ UKETS/OTC/ any other voluntary mechanism for its projects (completed after 2004/ recently completed/ under execution/ proposed / to be proposed during next two years) capable of reducing GHG.

Sealed tenders are invited on behalf of Jaipur Municipal Corporation under Three Envelop Post Qualification method (Envelop A–Earnest money, Envelop B-Technical Bid, Envelop C- Financial Bid) **through "Post Qualification Procedure" from the eligible domestic /global firms/ individuals fulfilling eligibility criteria as described in "Technical Bid" of Tender Document for the following work. The bidder should have experience of minimum three years in the area of Carbon Credits and CER/VER/VCU/ any other carbon credit unit, trading. The bidder should also have completed at least two projects of registration & validation with CDM/VCS/CCX Board & commercialization of carbon credits.**

S. No.	Name of Work	Earnest Money	Time of completion
1	CDM / VCS/CCX/ UKETS/OTC/ any other voluntary mechanism Project development consultancy for availing Carbon Credits for Jaipur Municipal Corporation's Projects ( including projects to be identified during next two years)	Rs.1,00,000.00	36 months

Tender Cost	Rs. 5000.00 + Postage Charges
Last date and time of sale of tender	15.02.2011
Date and time of pre bid meeting	11.02.2011
Date and time of receipt of tender	11.03.2011
Date and time of opening of tender	14.03.2011

- Tender document can be obtained from Citizen Help Line Centre located at Head Office of Jaipur Municipal Corporation on all working day (s) during office hours from **10:00 IST to 15:00 IST** after depositing the requisite Tender document Fee (Through Cash or Demand Draft in favor of Commissioner, Jaipur Municipal Corporation Payable at Jaipur). Or it can be downloaded from [www.jaipurmc.org](http://www.jaipurmc.org). If Tender document is downloaded DD of Rs. 5,000.00 must be enclosed in envelope "A" while submission of bid. Postage charges for obtaining the Tender document through post are Rs. 500.00 within India and Rs. 3000.00 abroad. Jaipur Municipal Corporation shall not be responsible for any postal delay / loss/ non receipt of Tender document sent by post.
- The request for Tender document in person will be entertained up to 15:00 IST. on last date of issue of Tender document. The postal dispatch of Tender document need request 07 days prior to last date of issue.
- Completed Tender document shall be received in person up to 15:00 IST on Last date of receipt of completed Tender document. However, in case completed Tender document is sent by post, dead line shall be 17:00 IST one day prior to last date of receipt of completed Tender document.
- Sale of blank Tender document shall be started 15 days prior to last date of issue of blank Tender document.
- Jaipur Municipal Corporation reserves the right to cancel all or any bid without assigning any reason thereof.
- Interested Bidders may obtain further information from the office of Superintending Engineer on Tel. No. 091 141-5101968 or Executive Engineer (Projects) & T.A. to C.E. room no. S.W.202, Jaipur Municipal Corporation
- The Financial Bid (Envelop "C") shall be opened on date & time, for which separate communication will follow to the bidders qualified in technical bid.
- In case any unscheduled holiday occurs on any of the above scheduled dates, the next working day shall be the scheduled date for the purpose.

**Chief Executive Officer**  
**Jaipur Municipal Corporation, Jaipur**

## **Section 2. Instructions to Consultants**

### **1 Definitions**

- a) "First party" / "Client"/ "JMC" means the Jaipur Municipal Corporation having its office in Jaipur.
- b) "CDM" means the Clean Development Mechanism as defined under Kyoto Protocol
- c) "CDM-EB" means the CDM Executive Board
- d) "Consultant" means any entity or person that may provide or provides operational consulting Services to the JMC under the Contract.
- e) "Contract" means the Contract signed by the Parties to which the General Conditions (GC) are attached with any attachments listed in the Special Conditions (SC).
- f) "CCX" means Chicago Climate Exchange
- g) "Day" means calendar day.
- h) "DNA" means the Designated National Authority
- i) "DOE" means the Designated Operational Entity
- j) "GoR" means the Govt. of Rajasthan and any of its departments
- k) "GoI" means the Govt of India and any of its departments
- l) "Host Country" means India
- m) MoEF – Ministry of Environment and Forests, Govt. of India
- n) "PDD" means the Project Design Document accordance with formats specified by the CDM-EB
- o) "PIN" means Project Information Note
- p) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
- q) "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside India;
- r) "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside India.
- s) "OTC" means Over the counter offset market
- t) "Proposal" means the proposals submitted using the forms provided in the Section 3.
- u) "Services" means the work to be performed by the Consultant pursuant to the Contract.

- v) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- w) "Terms of Reference" (TOR) means the document included in the Technical Bid as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the JMC and the Consultant, and expected results and deliverables of the assignment.
- x) "UNFCCC" means United Nations Framework Convention on Climate Change
- y) "UKETS" means UK Emission Trading Scheme
- z) "VCS" means Voluntary Carbon Standards
- aa) Bid and proposal are synonym.
- Za) Bid and proposal and synonym.
- Zb) Second Party/Consultant means bidder.

## 2 Introduction

- 2.1 The interested consultants are invited to submit a Proposal for **“CDM/ VCS/CCX/ UKETS/OTC/ any other carbon credit frame work Project Development Consulting Services for JMC's projects.”**
- 2.2 The projects are either completed after 2004 or under progress or proposed to be developed. (Identified/ shall be identified during next two years). Credits for GHG reduction are aimed to be claimed from these projects. Expectations are described in the Section 4, Terms of Reference.
- 2.3 The JMC will select a consulting firm/organization in accordance with the **“Quality and Cost Based Selection”** process as described under Para 6 of Section 2.
- 2.4 The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 2.5 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 2.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The JMC 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.
- 2.7 JMC policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the JMC's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 2.8 The Consultant shall be aware of its obligations under the Contract to (i) confirm, at the time of signing the Contract, that the Consultant is not knowingly advising any “outside party,” defined to mean an individual or firm (A) with which the GoR/JMC is engaged in a formal dispute (i.e., the outside Party is suing or has been sued by the GoR/JMC).
- 2.9 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the JMC, 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.  

The JMC requires that all Consultants participating in JMC consulting assignments to adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.
- 2.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
  - (i) as a matter of law or official regulation, India prohibits commercial relations with that country; or
  - (ii) by an act of compliance with a decision of the United Nations Security Council, it is prohibited to import of goods and services from that country or any payments to persons or entities in that country;
- 2.11 Eligible Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. The firms and sub-consultants associated with a Consultant shall not associate with another consultant.

- 2.12 The Proposals must remain **valid** for **One Hundred Eighty (180) days** after the last date for submission of proposals. Should the need arise; however, the JMC may request Consultants to extend the validity period of their proposals. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

### **3 Clarification and Amendment of TENDER Documents**

- 3.1 Consultants may request a **clarification** of any of the TENDER documents before **the date specified in the Notice Inviting Tender** . Any request for clarification must be sent in writing, or by standard electronic means to the address indicated in the **para 5.5**. Should the JMC deem it necessary to amend the TENDER as a result of a clarification, it shall do so.
- 3.2 A **pre-proposal meeting** shall be held on **the date specified in the Notice Inviting Tender** at the address stated in **para 5.5**. In case of any **change of the date** for the pre-proposal meeting, it shall only be **notified on the JMC website**.
- 3.3 At any time before the submission of Proposals, the JMC may amend the TENDER by issuing an addendum. **The addendum shall be uploaded on the website only**. The Consultants, therefore, are advised to visit the website regularly and check for any addendum.

### **4 Preparation of Proposal**

- 4.1 The Technical and Financial Proposal as well as all related correspondence exchanged by the Consultants and the JMC, shall be written in the **English** language.
- 4.2 In preparing their Proposal, consultants are expected to examine the documents constituting this TENDER in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 4.3 While preparing the Proposal, if a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants, it may do so. The type of association entered into with the other Consultants including who will act as the Lead Partner should be indicated in the Proposal. However, all partners shall be jointly and severally liable. The Consultant shall enclose the necessary agreement to the proposal.
- 4.4 All documents, reports and communication shall be in **English**.
- 4.5 The Technical Proposal shall provide the information indicated in the following paragraphs using the attached Standard Forms (Section 3).
- a) Technical Proposal Submission Form as **Form 1** of Section 3;
  - b) Cost of Tender Document (Receipt or Demand Draft as the case may be)
  - c) Earnest money (Demand Draft)
  - d) Authorization Letter for Signing and Initialling the Proposal. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.
  - e) A brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the cases of association / joint venture, for each partner, on assignments of a similar nature is required in **Form-2** of Section 3.

- f) A description of the approach, methodology and work plan for 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 Proposals is provided under **Form-3** of Section 3.
  - g) The work plan should be consistent with the Work Schedule (**Form-4** of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
  - h) The Consultant shall propose suitable **Professional staff** for the positions as stated in the Section 4, Terms of Reference. The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (**Form-5** of Section 3).
  - i) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (**Form-6** of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
  - j) CVs of the proposed Professional Staff shall be submitted using **Form-7** of Section 3.
  - k) Signed Copy of the TENDER and other Correspondences from JMC.
- 4.6 The Financial Proposal including financial and commercial offers shall be prepared using the attached Standard **Form-8** of Section 3. The Work under this Consulting services shall be undertaken but not limited to , for the **projects** as stated in Section 4, Terms of Reference.
- 4.7 The Consultant's financial proposal shall be **inclusive of all taxes** such as sales tax, withholding taxes, service tax, duties, levies, etc.
- 4.8 Consultants shall express the price of their services in **Indian Rupees**.



## 5 Submission, Receipt, and Opening of Proposals

- 5.1 The original 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 both Technical and Financial Proposals should be in the format of Form 1 of Section 3, and Form 8 of Section 3, respectively.
- 5.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form acceptable to the client, demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 5.3 One Original and two copies of the Technical Proposal and Financial Proposal should be submitted to the address referred to in para 5.5. The Technical and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. All required copies of the Technical and Financial Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical and Financial Proposal, the original governs.

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal For CDM/ VCS/CCX/ UKETS/OTC/ any other carbon credit frame work Project Development Consultancy Services for Jaipur Municipal Corporation's Projects" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal For CDM/ VCS/CCX/ UKETS/OTC/ any other carbon credit frame work Project Development Consultancy Services for Jaipur Municipal Corporation's Projects" and with a warning "Do Not Open With The Technical Proposal." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This Outer Envelope shall bear the title "**Proposal for the CDM/ VCS/CCX/ UKETS/OTC/ any other carbon credit frame work Project Development Consultancy Services for Jaipur Municipal Corporation's Projects**" followed by the **Consultant' name, TENDER number** and with a warning "**Do Not Open Before [mention the last date and time for proposal submission]**".

- 5.4 The Client 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 submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 5.5 The Proposals must be sent to the following address:  
Office of the Executive Engineer (Projects) & TA to Chief Engineer  
**Jaipur Municipal Corporation**  
Pt. Deen Dayal Upadhyay Bhawan,  
Lal Kothi. Tonk Road, Jaipur -302015
- 5.6 The Proposals must be received by the JMC no later than **the date specified in the Notice Inviting Tender**. Any proposal received by the JMC after the deadline for submission shall be returned unopened.



### Calculation of $F_t$

- 7.6 Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$  = the weight given to the Technical Proposal = 0.50;  $P$  = the weight given to the Financial Proposal = 0.50;  $T + P = 1$ )  $S = S_t \times T\% + S_f \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations. Here,  $S$  = Combined Technical and Financial Score
- 7.7 Out of those shortlisted consultants as stated in the para 6.1, the Consultant that secures the **Highest Combined Technical and Financial Score** shall be selected for the Project.

## 8 Negotiations

- 8.1 Upon selection as stated in the para 7.7, the selected consultant may be invited to negotiate the contract, if necessary
- 8.2 Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

## 9 Award of Contract

- 9.1 After completing negotiations the JMC shall award the Contract to the selected Consultant.
- 9.2 The Consultant is expected to commence the assignment within **fourteen (14) days** from the date of signing the Contract.

## 10 Performance Security

- 10.1 The Consultant, after award of the work, shall submit a performance security in the form of a bank guarantee issued by any scheduled bank in India in a manner acceptable to JMC. The **amount of the performance security is stated in Form 8, "Financial Offer", Section 3.**

## 11 Confidentiality

- 11.1 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.

## 12 Rights of JMC related to Bidding

- 12.1 JMC reserves the following rights, without any liability of whatsoever nature from the Consultant:
  - i. To cancel/withdraw the bidding and re-invite the bids at any stage during the bidding process
  - ii. To cancel all bids without any re-bidding. at any stage during the bidding process
  - iii. To send TENDER directly to any Consultant who in the knowledge of the JMC, have the relevant experience to perform the Services
  - iv. To amend the TENDER after submission of the bids, and re-invite the bids from those who have already responded.
  - v. To split the work into packages/groups of projects and award to more than one Consultant.
  - vi. JMC is under no obligation to inform the Consultants who are not selected.

### Section 3. Standard Proposal Forms

*The italicized text as shown in the proposal forms is for the guidance purpose only.*

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

*[This form to be printed in the letterhead of the Consultant]*

*[Location, Date]*

To: *[Name and address of JMC]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “**CDM / VCS/CCX/ UKETS/OTC/** any other carbon frame work Project development consultancy for availing Carbon Credits for Jaipur Municipal Corporation's Projects” in accordance with your NIT dated *[Insert TENDER Number and Date]*, and our bid. We are hereby submitting our bid in accordance with the NIT.

We are submitting our bid in association with: *[Insert a list with full name and address of each associated Consultant]*

We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification or termination of the Contract.

Our bid shall remain valid for a period of 180 days after the last date for submission of proposals. If negotiations are held during the period of validity of the bid, we undertake to negotiate our proposal. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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: \_\_\_\_\_

**Form-2. Consultant's Organization and Experience**  
**Part A - Consultant's Organization**

*Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment in the following manner*

1. Introduction to the firm and Management
2. CDM/ VCS/CCX/ UKETS/OTC Services/ Business Model
3. Sectors in which CDM/ VCS/CCX/ UKETS/OTC services provided
4. Turnover of the firm in last three years in CDM/ VCS/CCX/ UKETS/OTC related activities
5. Staff strength

## **Part B –Qualifications of the Consultant**

*Note: Fill the below text shown in italics to demonstrate your qualifications to undertake this assignment. The firm should provide documentary evidence of their experience when required by the JMC. Any misstatement or false information shall result in disqualification or termination of the Contract.*

### **1. General Information**

#### **1.1 Global Presence**

*List of Offices in Indian and Overseas (both Annex 1 and Non-Annex 1 countries as per CDM)*

#### **1.2 Registration in India**

*Whether registered company in India and if so the registration number with the Registrar of Companies/Firms*

#### **1.3 Duration of Operations**

- *Duration of the Indian operations*
- *Duration of the overseas operations*

#### **1.4 Annual Revenue**

*Annual revenue from CDM/ VCS/CCX/ UKETS/OTC advisory/consulting in India and overseas (average of last three years)*

#### **1.5 Award and Recognition**

*State any awards received by you in recognition of your performance in the field of GHG reduction viz., CDM/ VCS/CCX/ UKETS/OTC*

*(i) National level award (ii) International level award*

### **2. CDM/ VCS/CCX/ UKETS/OTC Related Experience**

#### **2.1 Specific Experience**

*Provide details of the PDDs prepared in any of the following sectors: Energy efficiency, Energy Generation, Methane Recovery, Biomass power, Landfill, Wastewater Treatment, Waste Heat Recovery and Other Sectors.*

*State the client, country, project title, sector and the year in which PDD prepared*

## 2.2 Experiences in India

*Please state the CDM/ VCS/CCX/ UKETS/OTC projects undertaken by you in India, which are in the stages of Validation/ Registration*

## 2.3 Issuance of CERs/ Credits for GHG Reduction.

*Whether any projects have been in which you provided services have been issued CERs/VERs/ CREDITS for GHG reduction. If so, provide the details of the projects including the client's name, country, project title, year of registration and quantum of CERs*

## 2.4 Portfolio of CERs

*State the tCO<sub>2</sub>e that have been traded (either as spot or forward contracts) or reduced carbon emissions through the CDM project or trading in VCS/CCX/ UKETS/OTC*

## 2.5 Programmatic CDMs

*Provide the details of your experience in the Programmatic CDM in any one of the eligible CDM sectors*

## 2.6 Methodology Related

*State the details related to any of the following:*

- *Developed approved methodologies*
- *Reviewed or revised a new methodology of behalf of UNFCCC*

## 2.5 Key Achievements in CDM Cycle

*(a) Provide the following:*

- *No. of PDDs prepared so far: \_\_\_\_\_*
- *No of projects registered: \_\_\_\_\_*

*(b) Provide the number of projects in the pipeline at the time of submission of proposals, in the following stages*

- *UnderPDD: \_\_\_\_\_*
- *Under DNA approval: \_\_\_\_\_*
- *Under validation: \_\_\_\_\_*
- *Under registration: \_\_\_\_\_*



- *List of Personnel who are engaged in ongoing assignments:\_\_\_\_\_*

### **Part C–CDM Project Details**

*Provide details of all the CDM related projects below.*

Project Name	Location/Country	CER achieved (tCo <sub>2</sub> e)	Status	Services Provided (tick mark the appropriate cells for each project)									
				1	2	3	4	5	6	7	8		

The legends in the column "Services Provided" are as below:

- 1- Preparation of feasibility report
- 2- Preparation of PDD
- 3- Obtaining DNA approval
- 4- Validation
- 5- Registration with CDM EB
- 6- Trading of CERs (includes price structuring, invitation of tenders for CERs and scanning, signing of term sheet and negotiation of ERPA)
- 7- Annual verification/ Implement monitoring plan
- 8- Allied Services (e.g exchange services, registry services, monitoring services/software, etc.)

Under "Status" column, show "Ongoing" or "Completed"

### **Form-3. Description of Methodology for Performing the Assignment**

a) Technical Approach and Methodology. *In this chapter you should explain your 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.*

b) Work Plan. *In this chapter you should propose the Performance Indicators and the schedule of activities/reports*

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.*

***This should be limited to not more than 5 pages***



### Form-5. Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Years of Experience and Area of Expertise	Position Assigned	Task Assigned
Project Leader				
CDM Expert				
Environmental Specialist				
Finance Specialist				
Social Specialist				
Legal Specialist				

*The Consultant shall provide the above details for the professional staff as stated in the Section 4, Terms of Reference.*

### Form-6. Staffing Schedule

N <sup>o</sup>	Name of Staff	Staff input (in the form of a bar chart)												Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	Home	Field <sup>3</sup>	Total		
<b>Foreign</b>																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
<b>Subtotal</b>																		
<b>Local</b>																		
1		[Home]																
		[Field]																
2																		
n																		
<b>Subtotal</b>																		
<b>Total</b>																		
N <sup>o</sup>	Name of Staff	Staff input (in the form of a bar chart)													Total staff-month input			
		13	14	15	16	17	18	19	20	21	22	23	24	N	Home	Field <sup>3</sup>	Total	
<b>Foreign</b>																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
<b>Subtotal</b>																		
<b>Local</b>																		
1		[Home]																
		[Field]																
2																		

n																					
															<b>Subtotal</b>						
															<b>Total</b>						

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out in the Client's Office.

 Full time input     
  Part time input

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## Form-7. Curriculum Vitae (CV) for Proposed Professional Staff

*The Consultant shall provide the below details for the professional staff as stated in the Section 4, Terms of Reference.*

*The CV should not exceed more than 3 pages.*

**1. Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_

**2. Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_

\_\_\_\_\_

**3. Name of Staff** [*Insert full name*]: \_\_\_\_\_

**4. Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**5. Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_

\_\_\_\_\_

**6. Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_

\_\_\_\_\_

**7. Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_

\_\_\_\_\_

**8. Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_

\_\_\_\_\_

**10. Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: \_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_



**11. Detailed Tasks Assigned**

*[List all tasks to be performed  
under this assignment]*

**12. Work Undertaken that Best Illustrates Capability  
to Handle the Tasks Assigned**

*[Among the assignments in which the staff has been involved, indicate  
the following information for those assignments that best illustrate staff  
capability to handle the tasks listed under point 11.]*

Name of assignment or project: \_\_\_\_\_

Year: \_\_\_\_\_

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

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

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## Form-8. Financial Proposal Submission Form

*Note: The Consultant should not change any of the text below and is required to fill in the percentage against Service Fees.*

[Location and Date]

To,

Our Financial Offer, as given below, shall be binding upon us. We understand you are not bound to accept any Proposals you receive.

- 1. Our Service Fee for carrying out the assignment is \_\_\_\_\_ % (Consultant to quote) in words and figures of the revenue from the Certified Emission Reductions (CERs)/ VER /Carbon credit units from CDM/any other frame work.** This will remain same for any of the Project as stated under "Identified Projects" in Section 4, Terms of Reference/ projects to be identified in next two years. This is inclusive of all taxes and duties.
- 2. Our Service Fee covers the following costs, including any out-of-pocket expenses thereof**
  - i) Our staff costs, remuneration for any consultants/sub-consultants engaged by us, firm's overheads and profits in carrying out the scope of services as per the Terms of Reference
  - ii) Costs towards attending all meetings with JMC, GoR departments, GoI departments, Designated National Authority, DOE, office of concerned carbon credit frame work, Stakeholders and any other office.
  - iii) Office in Jaipur
  - iv) All travel, local transport, lodging & boarding of our staff
  - v) Computing and communication facilities and software as needed
  - vi) Preparation of reports and documentation costs including preliminary baseline study
  - vii) Validation Fees
  - viii) Registration Fees
  - ix) Preparation of Monitoring Reports
  - x) Verification Fees
  - xi) Adaptation Fees
  - xii) Issuance Fees

- 
- xiii) Fees towards registration of Issued Credits with appropriate Carbon Exchanges
  - xiv) Any other costs necessary to get carbon credits revenue from CDM/ any other carbon credit framework, which are not stated in the "Costs to be Borne by the JMC" as in para 4 below.
  - xv) All taxes as applicable including but not limited to service tax, withholding tax, etc.
  - xvi) Cost to generate data in suitable form from available data of JMC.

### **3. Payment of Service Fees**

**The Service Fee is payable to us for the first ten (10) years of the Crediting Period after the registration of the Project with CDM- Executive Board/ \_VCS/CCX/ UKETS/OTC/any other carbon credit frame work.** The fee is payable to us as and when JMC receives the revenue from the sale of CERs/ credits for GHG reduction. The fee can be paid to us by transfer of above percentage of volume of CERs/ credits for GHG reduction or revenue proceeds from sale of CERs/ credits for GHG reduction, as decided by the JMC.

### **4. Costs to be borne by the JMC**

Costs towards organising venue for the meetings in Jaipur municipal corporation office only.

### **5. Performance Security**

In case we are awarded the work, we agree to submit a Performance Security for the amount of **INR 5,00,000 (Rupees Five Lakhs)** in the form of a bank guarantee issued by a scheduled Bank in India in a manner acceptable to JMC, within 14 days of signing the Contract. The performance security shall remain valid for the Contract Period.

### **6. Post-Contract Performance Undertaking**

When the period for issuance of CERs /Credits extends beyond the Contract Period for this assignment, we undertake to prepare the Monitoring Report and assist in the processing of Verification and Issuance of CERs/ credits. We also undertake to provide necessary professional services towards marketing and finalization of ERPA without any additional charge till we are eligible to receive the revenue proceeds from sale of CERs/ credits for GHG reduction, for the first ten years of the crediting period.

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**7. Extension of Contract**

We agree that JMC reserves the right to extend the Contract for all services necessary for receiving the revenue proceeds from the sale of CERs beyond the first ten years. In such an instance, we accept to carryout the services at the rate of 50% of the Success Fees quoted in 1.0. Further, we accept to the extension of contract without any changes to the original terms and conditions of the Contract.

**8 Contract**

We agree to the Format of Contract, Section 5 of the TENDER, which will be used for signing the contract.

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

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

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

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



## **Section 4. Terms of Reference**

### **1. Background**

The Clean Development Mechanism (CDM), one among the three flexible Kyoto Protocol mechanisms that facilitates implementation of Green House Gas (GHG) emission reductions in developing countries. Such GHG emissions are procured by the developed countries to meet their emission reduction targets under the Kyoto Protocol.

Carbon credits also stem from voluntary carbon abatement projects outside the realm of the Kyoto Protocol. The two main segments of the voluntary carbon trading are: (a) membership-based cap-and-trade system under the aegis of the Chicago Climate Exchange (CCX), the New South Wales Greenhouse Gas Abatement Scheme (NSW GGAS) and UK Emission Trading Scheme (UK ETS), Voluntary carbon Standards (VCS) (b) Over-the-Counter (OTC) offset market

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In order to assist the JMC in preparing and implementing the CDM projects, claiming carbon credits for projects completed/ under execution/ identified/ to be identified during next two years through CCX/ VCS/ NSWGGAS / UK ETS / OTC/ any other carbon credit frame work JMC invites qualified Consultants to submit their proposals for providing the consulting services as defined in the scope of work.

## 2. Identified Projects/ Projects to be identified

The Projects, which are/will be posed for carbon credit through the CDM/ CCX/ VCS/ NSWGGAS / UK ETS / OTC/ any other carbon credit frame work are detailed below. A consultant shall be selected in accordance with the Proposal Evaluation methodology stated in the Section 2, "Instruction to Consultants".

### Identified Projects

Sr. No.	Projects	Indicative Details
1.	<b>CDM/ VCS/CCX/ UKETS/OTC/ any other carbon credit frame work Project Development Consultancy Services for Jaipur Municipal Corporation's Projects</b>	<p><b>1. SOLID WASTE MANAGEMENT (PRESENTLY 1100MT DAILY)</b></p> <ul style="list-style-type: none"> <li>• <b>LAND FILL SITE</b> <ul style="list-style-type: none"> <li>• <b>AT LANGARIAWAS</b> <ul style="list-style-type: none"> <li>• <b>480 BIGAH LAND</b></li> <li>• <b>SUFFICIENT FOR 25 YEARS FOR 400 MT DAILY</b></li> </ul> </li> <li>• <b>AT MATHURADASPURA</b> <ul style="list-style-type: none"> <li>• <b>30 BIGAH LAND</b></li> <li>• <b>200 MT DAILY</b></li> </ul> </li> </ul> </li> <li>• <b>COMPOSTING</b> <ul style="list-style-type: none"> <li>• <b>AT SEWAPURA</b></li> <li>• <b>85 BIGAH LAND</b></li> <li>• <b>FOR 250 MT DAILY</b></li> </ul> </li> </ul> <p><b>Fuel From Solid Waste</b></p> <p><b>JMC Established Reduced Derived Fuel (RDF) Plant At Langariawas</b></p> <ul style="list-style-type: none"> <li>• <b>Capacity 500 MT daily</b></li> <li>• <b>Producing Fuel Puff</b></li> <li>• <b>Fuel Puff Being Utilized By Cement Industry</b></li> </ul>

Sr. No.	Projects	Indicative Details
		<ul style="list-style-type: none"> <li>• AGENCY GRASIM INDIA Pvt. Ltd.</li> <li>• Municipal Solid Waste Processing plant at Langariawas of capacity 300 MT/day extendable to 500 MT/day(proposed)</li> <li>• Municipal Solid Waste Processing plant at Sewapura of capacity 300 MT/day (proposed)</li> </ul> <p><b>Common Bio-medical Treatment Facility</b></p> <ul style="list-style-type: none"> <li>• At Khorirupara, Agra Road</li> <li>• Covering Hospitals in 150 Km area and treating 10000 bags</li> </ul> <p><b>Hingonia gaushala</b></p> <ul style="list-style-type: none"> <li>• Average 4500 cows daily</li> <li>• Cow dung (4500kg) producing Bio-Gas</li> <li>• 486 acre land</li> </ul> <p><b>2. SEWERAGE PROJECTS</b></p> <ul style="list-style-type: none"> <li>• 62.5 MLD STP UNIT-I AT DELAWAS (under O&amp;M)</li> <li>• 27 MLD STP AT BRAHMPURI (under O&amp;M)</li> <li>• 62.5 MLD STP UNIT-II AT DELAWAS (under construction 95% complete)</li> <li>• 50 MLD STP JAISINGH PURA KHOR (under construction 95% completed)</li> <li>• POWER GENERATION FROM BIO-GAS AT UNIT-I STP DELAWAS OF 0.5 MW CAPACITY (commissioned recently)</li> <li>• POWER GENERATION FROM BIO-GAS AT UNIT-II STP DELAWAS OF 0.5 MW CAPACITY (proposed)</li> <li>• POWER GENERATION FROM BIO-GAS AT JAISINGHPURA KHOR OF 0.5 MW CAPACITY (proposed)</li> </ul> <p><b>3. Modern Slaughter House (proposed)</b></p> <ul style="list-style-type: none"> <li>• at Chainpura of capacity</li> </ul>



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<b>Sr. No.</b>	<b>Projects</b>	<b>Indicative Details</b>
		<ul style="list-style-type: none"><li>• 1000 buffaloes/ veal per shift</li><li>• 750 sheep/ goat (halal) per shift</li><li>• 500 sheep/ goat (jhatka) per shift</li></ul> <p><b>4. Energy saving projects</b></p> <ul style="list-style-type: none"><li>• Replacement of existing street light fixtures with CFL/ LED (Proposed)</li></ul> <p><b>5. Solar power</b></p> <ul style="list-style-type: none"><li>• 20 MW Solar Power Plant for JMC's requirement at Langariawas (proposed)</li></ul>

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### 3. Objectives of the Consultancy

The objectives of the proposed Consultancy are:

- 1) Develop the CDM projects as bundling/ programmatic/ single project as per requirements.
- 2) GHG/ER Monitoring System to be developed including GHG audit.
- 3) Develop the CDM documentation for Projects as identified above, including developing Project Design Document (PDD) for validation, obtain host country approval, assisting in the successful registration with the CDM Executive Board (CDM-EB)
- 4) Annual verification through out credit period.
- 5) Development of new methodologies, if required
- 6) Management of carbon assets from successful transaction of CERs including structuring the carbon revenues for the project portfolios.
- 7) To get Carbon Credits through voluntary mechanism viz VCS/CCX/ UKETS/OTC / any other carbon credit frame work for the projects of JMC (which are completed/ under progress/ proposed) which are not eligible under CDM but eligible under any other mechanism. To complete all the requirements with reference to it.

### 4. Scope of Services

The scope of the Consulting Services includes, but not limited to, the following:

#### **4.1 Identification of projects under CDM and assessment of projects under suitable carbon credit mechanism to claim credits**

The consultant shall carry out detailed exercise to assess the potential of existing and proposed projects for getting carbon credits under suitable framework / mechanism. Consultant shall also suggest for future projects so that maximum revenue can be earned at this front.

#### **4.2 Data collection/site visit.**

The Consultant shall carry out a review of the project documentation as available, and update them by collecting further additional data through desk research, site visits ,field investigations .It also includes collecting all other data and updating it (as per requirement) from different departments of JMC, GoR etc .

#### **4.3 Analysis of the Project Eligibility under the CDM/VCS/CCX/ UKETS/OTC/ any other carbon credit frame work**

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The Consultant shall examine the eligibility of the projects under the CDM as per the guidelines laid down by the CDM-EB/UNFCCC. Analysis of the additionality for the projects as per the M&P (modalities and procedures) of the CDM-EB/UNFCCC

Based on the analysis and feasibility assessment, the Consultant shall prepare the Project Information Note (PIN)

The consultant shall also examine the eligibility of the projects under VCS/CCX/ UKETS/OTC/ any other carbon credit frame work and prepare required document for it.

#### **4.4 Developing the Project/ Documentation.**

The Consultant shall prepare the Project Design Document (PDD) as per the CDM-EB approved PDD (latest version) format. In case any methodology (baseline or Monitoring & Verification) is new and does not fall under the approved categories of CDM-EB, the Consultant shall submit the same to the CDM-EB for approval.

The baseline of the project will be determined in accordance with the provisions in the Kyoto Protocol, including the observations and guidelines developed by METH panel.

The monitoring and verification methodology shall be developed in accordance with the provisions in the Kyoto Protocol and the procedures as stipulated by METH panel.

The Consultant shall carry out stakeholder consultations and analyze the same and include in the PDD as per the requirement of the CDM-EB. The stakeholder comments shall be based on the Interviews, Field Visits, Questionnaires, and Participatory techniques for gathering and analysis of the data.

The PDD should consider and comply with any revisions/updates issued by the CDM-EB. The Consultant should also advise and provide necessary assistance in obtaining any statutory approvals and permits.

#### **4.5 Host Country Approval, Validation, Registration and Verification**

The Consultant shall assist in the following activities:

- 1) Completing necessary procedures for host country approval, validation, registration and verification
- 2) Preparing and obtaining approval of the CDM-EB/METH panel for any new methodologies through Designate Operational Entity (DOE).
- 3) Submission of the PDD to the host country approval and making presentation whenever necessary, and provide justifications and additional information as required for the host country approval

- 
- 4) Submit PDD to DOE for validation and provide necessary assistance in successful completion
  - 5) Submission of the PDD with a request for review and assist in the final registration
  - 6) Coordinating with the DOE whenever necessary and provide additional information as required.
  - 7) Facilitate annual verification of the CDM project and ensure issuance of CERs
  - 8) Updating JMC on the status of the progress of activities and advising in eliminating any bottlenecks as they arise
  - 9) Provide hand-holding and backstop services to JMC to expedite the approval, validation, registration and verification process
  - 10) Monitoring
  - 11) All the above requirements with reference to VCS/ CCX/ UKETS/ OTC/ any other carbon credit frame work if the project is suitable for that voluntary mechanism.

#### **4.6 Carbon Asset Management**

- 1) Structure the transactions to yield maximum revenues for the carbon credits generated from the project portfolios
- 2) Assist in identifying the Carbon Exchange for online trading and transactions and render support in completing necessary formalities
- 3) Assist in devising the terms of sale to receive the best deal and also adopting the transaction model (forward, upfront payment, etc.)
- 4) Prepare the Emission Reduction Purchase Agreement
- 5) Assist JMC in negotiating and executing contracts with the buyers.
- 6) Any activities that may be required to complete the transactions under the carbon trading.

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## 5. Reporting Requirements

### 5.1 Monthly Reports

The Consultant shall submit a monthly report of progress of activities in a format acceptable to the JMC.

### 5.2 Deliverables

#### (a) Inception Report

Upon commencement of the services, the Consultant shall review the available documents related to all the Identified Projects as stated in para 2, carry out discussions with the related departments, conduct site visits and obtain further information as necessary. The Consultant shall submit an Inception Report based on the above within **2 weeks** from the commencement of the services describing the likely CDM potential, adequacy of the available documents and CDM methodologies, further data collection plan and schedule of activities for each of the Identified Projects. For the projects not eligible under CDM, which frame work should be adopted to get credits for GHG reduction.

#### (b) Project Information Note

The Consultant shall prepare the PINs for all the Identified Projects and submit to JMC and the related department for review and comments.

#### (c) Project Design Document

The Consultant shall prepare the PDDs as prescribed by the CDM-EB/UNFCCC, and submit to JMC for review and comments

#### (d) Additional Documents

The Consultant shall prepare any additional documents/deliverable which are required for successful validation, registration and verification, and any agreements/contracts for issuance of the CERs.

(e) All the above requirements with reference to VCS/ CCX/ UKETS/ OTC/ any other carbon credit frame work if the project is suitable for that voluntary mechanism.

### 5.3 Completion Report

Upon issuance of the CERs, the Consultant shall prepare a completion report for the project describing the overall process, best practices adopted, significant achievements, etc. and provides a complete set of final documents from PIN to the issuance of CERs.

## 6. Assignment Period

The Assignment (or Contract) Period is for **Three (03) years** for the Identified Projects/ projects to be identified during next two years, upto Registration of the projects with the UNFCCC/CDM Executive Board/ suitable voluntary carbon credit mechanism authority. Upon completion of the Contract Period, the Consultant shall sign a Post-Contract Performance Undertaking, which specifies the conditions, obligations and requirements to be fulfilled by the Consultant to become eligible to receive the revenue proceedings out of the sale of CERs/ credits that would accrue after the Contract completion. The format and content of the Post-Contract Performance Undertaking shall be mutually agreed between the Client and the Consultant.

### 7. Team for the Assignment

The Consultant shall propose the following staff for this assignment. Their CVs shall be enclosed using the form given in Section 3, Standard Proposal Forms.

Position	Experience
Project Leader	Should have adequate experience in the CDM project cycle from the stage of issue of PIN till the CER issuance. Should be able to guide and lead the team. Should have through understanding of the procedures specified by the UNFCCC related to CDM
Subject Matter Specialist - CDM Expert - Environmental	Should have adequate experience in the relevant sector in the work related to CDM
Finance Specialist	Should have experience in structuring the revenues, financial analysis and sound understanding of the trading and transaction mechanisms of the carbon exchanges.
Legal Expert	
Social Expert	

The Consultant shall also engage any additional professional staff (such as Social Specialist, Legal Specialist, etc.), engineers and support staff required from time to time for performance of the Services as stated in the Terms of Reference, without any financial implications of whatsoever nature.

## **8. Inputs from the JMC**

JMC shall provide the following free of charge.

- Copies of all the projects related documents as available with JMC on the date of signing the Contract;
- Organize stakeholder consultation meetings.

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## Section 5. Format of Contract

### 1.0 DEFINITIONS

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

#### 1.1 APPROVAL

Shall mean and include the written consent duly signed by JMC or its representative/s in respect of all documents, drawings or other particulars in relation to the CONTRACT.

#### 1.2 APPROVED METHODOLOGY

Shall mean the methodology as approved by UNFCCC-EB for computation of reduction of GHG under CDM.

#### 1.3 BASELINE

Shall mean the scenario that reasonably represents the anthropogenic emissions by sources of Green House Gases (GHG) that would occur in the absence of the proposed PROJECT(s) activity (ies). A baseline shall cover emissions from all gases, sectors and source categories listed in Annex.- A (of the Kyoto protocol) within the PROJECT(s) boundary.

#### 1.4 BIDDER

Shall mean (as the case may be) any person, firm or company from whom Bids are received by JMC as per Notice Inviting Bid (NIT) for providing service to JMC in carrying out the Work.

#### 1.5 CDM EXECUTIVE BOARD (CDM EB)

Shall mean the Executive Board of the CLEAN DEVELOPMENT MECHANISM that is constituted under Article 12, paragraph-4 of Kyoto Protocol and under the International Rules.

#### 1.6 CERTIFIED EMISSION REDUCTION OR CER

Shall mean a certified emission reduction issued by CDM Executive Board in relation to the PROJECT(s) pursuant to the International Rules and any associated Emission Reduction and Green House Gas reduction.



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1.7 CLEAN DEVELOPMENT MECHANISM (CDM)

Shall mean the mechanism defined as such in Article 12 of Kyoto Protocol.

1.8 CONSULTANT

Shall mean any person/persons/firm/company/consortium etc. to whom 'WORK' has been awarded by JMC and shall include its authorized representatives, successors and permitted assignees.

1.9 CONSULTANT'S REPRESENTATIVE

Shall mean such person/or persons duly appointed representative at the site as the CONSULTANT may designate in writing to JMC as having authority to act for the CONSULTANT in matters affecting the work and to provide the requisite services.

1.10 CONTRACT

Shall mean a written CONTRACT signed between JMC and the CONSULTANT (the successful Bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.11 CONTRACT PRICE

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by JMC and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on JMC for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by JMC.

1.12 COP/MOP

Shall mean Conference of the Parties to the Framework Convention on Climate Change or Meeting of the Parties once the Kyoto Protocol has been ratified.

1.13 CREDITING PERIOD

Shall mean the period for which reductions from the baseline are verified and certified by a Designated Operational Entity for the purpose of issuance of CERs. Crediting period under Kyoto Protocol for each project is to be chosen. Thus, the Contract Period for each Project would be in concurrence with its Crediting Period.

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#### 1.14 DESIGNATED NATIONAL AUTHORITY (DNA)

Shall mean the Designated National Authority set up in non-Annex I country which is assigned approving PROJECT(s) on the basis that they contribute to the sustainable development of the host country.

#### 1.15 DESIGNATED OPERATIONAL ENTITY (DOE)

Shall mean an entity designated by the COP/MOP, based on the recommendation by the Executive Board as qualified to validate proposed CDM PROJECT (s) activity(ies) as well as verify and certify reductions in anthropogenic emissions by sources of GHG.

#### 1.16 EMPLOYER

JMC is the Employer.

#### 1.17 EMPLOYER'S REPRESENTATIVE/JMC'S REPRESENTATIVE

Shall mean any person, firm or company authorized by EMPLOYER to act on EMPLOYER's behalf and nominated from time to time by EMPLOYER in writing for the purpose of this Work.

#### 1.18 FACILITY

Shall mean all properties owned or hired by JMC.

#### 1.19 FIRM

Shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include legal personal representatives of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or company.

#### 1.20 INDUSTRIAL AND INTELLECTUAL PROPERTY

Shall mean the Technology, the Patents, the Trade Marks, the Know-how and the Licensor's Copy Right in any of these things.

#### 1.21 KYOTO PROTOCOL

Shall mean the Protocol originated at the 3<sup>rd</sup> COP to the United Nation's Convention on Climate Change held in Kyoto, Japan in 1997. It specifies the

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emission reductions, the deadlines and methodologies that signatory countries (i.e. countries who have signed the Kyoto Protocol) are to achieve.

#### 1.22 MONITORING

Shall mean the collection and archiving of all relevant data necessary for determining the baseline, measuring anthropogenic emissions by sources of GHG within the PROJECT boundary of the CDM project activity.

#### 1.23 PARTY

Shall mean EMPLOYER or JMC or Consultant as the case may be.

#### 1.24 PROJECT DESIGN DOCUMENT (PDD)

Shall mean the project specific document completed by PROJECT developers in order to register their project under CDM.

#### 1.25 PROJECT IDEA NOTE (PIN)

Shall mean a short form of project description that provides basic information about the PROJECT, as type, size and location of the project, estimation of the anticipated, total amount of GHGs reduction as compared to "business as usual" scenario.

#### 1.26 REGISTRATION

Shall mean the formal acceptance by the Executive Board of a validated project as a CDM project activity. Registration is the pre-requisite for the verification, certification and issuance of CERs related to the PROJECT activity.

#### 1.27 JMC

Shall mean Jaipur Municipal Corporation, Jaipur , India and shall include its legal representatives, successors and permitted assignees.

#### 1.28 JMC's SITE REPRESENTATIVE/ENGINEER

Shall mean the person or group of persons authorized by JMC to act on its behalf for overall co-ordination, supervision and project management at site.

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### 1.29 SUB-CONSULTANT

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of CONTRACT has been sub-let by the CONSULTANT after necessary written consent of JMC.

### 1.30 SUB-CONTRACT

Shall mean order/ contract placed by the CONSULTANT for any portion of the CONTRACT or work sub-let with necessary written consent of JMC. Such sub-letting shall not relieve the CONSULTANT from any obligation, duty or responsibility, or delay in carrying out the job under the CONTRACT.

### 1.31 UNFCCC

Shall mean United Nations Framework Convention on Climate Change, which was established in June, 1992 at the Rio Earth Summit. The UNFCCC is the governing body for international negotiations.

### 1.32 VALIDATION

Shall mean the process of independent evaluation of a PROJECT activity by a Designated Operational Entity against the requirements of the CDM on the basis of the Project Design Document (PDD).

### 1.33 VERIFICATION

Shall mean the periodic independent review and ex-post determination by a Designated Operational Entity of monitored reductions in anthropogenic emissions by sources of Green House Gases that have occurred as a result of a registered CDM PROJECT activity during the verification period. TG here is no prescribed length of the verification period. It shall, however, not be longer than the Crediting period.

### 1.34 VERIFIED EMISSION REDUCTION OR VER

Shall mean a generic term for voluntary carbon credit not certified by any external body but verified on a case-to-case basis.

### 1.35 WORK

Shall mean all duties, services, responsibilities and obligations to be discharged by CONSULTANT for the PROJECT(s) to ensure generation of CERs & VERs through reduction of GHG in the plants of the EMPLOYER.

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## **2.0 PERIOD OF CONTRACT**

The completion time varies from project to project depending upon the status of implementation and Crediting Period of each. The Consultant shall be eligible to receive the Success Fees only upto first ten years of the total crediting period for each of the projects. The Crediting Period under Kyoto Protocol will be chosen by JMC for which consultant shall have to assist JMC.

## **3.0 EXTENSION OF CONTRACT**

JMC reserves the right to extend the Contract for all services necessary for receiving the revenue proceeds from the sale of CERs beyond the first ten years of the total crediting period. In such an instance, the Consultant is expected to carryout the services at the rate of 50% of the Success Fees quoted by the Consultant for the Contract Period. Further, the Consultant shall accept the extension of contract without any changes to the original terms and conditions of the Contract.

## **4.0 REVENUE SHARING**

- 4.1 JMC shall pay the Consultant Success Fee. The Bidder shall quote considering entire services on a single responsibility basis including mandatory Registration Fees and Issuance Fees of UNFCCC/ any other carbon credit authority and Validation and Verification fees for DOE/ authorized entity such that the quoted price covers all the obligations of the Consultant  
The Bidder shall quote considering entire services on a single responsibility basis such that the quoted price covers all the obligations of the Consultant.
- 4.2 (a) The Consultant shall bear all expenses including the following :
- i) All the expenditure pertaining to site visits, study for Environmental Impact, report preparation, transport, boarding & lodging, communication chargers, training and all other relevant and required expenditure pertaining to complete the work.
  - ii) Preparation of any New Methodologies or Monitoring Plan as per the latest guidelines of the UNFCCC on such projects;
  - iii) Preparation of PIN, PDD costs and any other outputs needed to meet the UNFCCC or MOEF requirements;
  - iv) Host country approval costs

- 
- v) Commercialization services including preparation of Monitoring Report, its Verification through DOE, marketing the CERs and finalizing the ERPA.
  - vi) Legal services
  - vii) All incidental expenses.
  - viii) Above all expenses to get issued carbon credit units from any other suitable carbon credit frame work/ voluntary mechanism.
- 4.2 (b) The sole remuneration to consultant is fee as indicated in 4.1, which is purely on success basis. There shall be no claim admissible for unsuccessful process/effort.

## **5.0 CONTRACT VALUE**

The contract value shall be valid till the end of contract period. Such rate shall be inclusive of all costs incurred by the Consultant in connection with the services provided by him for getting the projects registered from UNFCCC till monetization of CERs/VERs; carbon credit units from any other suitable carbon credit frame work/ voluntary mechanism

## **6.0 RATES AND TAXES**

- 6.1 The Success Fee (Contract value) quoted shall remain firm and not subject to any escalation whatsoever during the pendency of the Contract.
- 6.2 Statutory deductions including income tax, as applicable, shall be made by JMC at the time of release of payment to the Consultant.
- 6.3 The Consultant shall indicate details of tax component in the invoice for the Employer to claim the benefits under CENVAT.

## **7.0 PERFORMANCE BANK GUARANTEE**

## **8.0**

- 8.1 The Consultant shall within 14 (fourteen) days of signing of the contract, provide a Bank Guarantee for the due performance of the Contract for an amount of Rs. 5.00 (two) lacs.
- 8.2 The Bank Guarantee shall be valid until the registration of the identified projects with the CDM Executive Board of the UNFCCC/ any other suitable carbon credit frame work authority. The validity of Bank Guarantee may be subsequently extended as per the requirement. The Bank Guarantee shall be returned to the Consultant after fulfillment of all the obligations under the Contract.
- 8.3 The Bank Guarantee shall be issued and be payable by any Indian Scheduled Commercial Bank.

## **9.0 ACCOUNTING OF MONETIZATION OF CERs/VERs**

- 9.1 The accounting of CERs/VERs shall be done on financial year basis starting from 1<sup>st</sup> April to 31<sup>st</sup> March.
- 9.2 JMC shall endeavour to generate CERs/VERs on its best effort basis. However, there shall be no liability whatsoever in case of any shortfall from the scheduled CERs/VERs target. There shall be no willful default on the part of JMC in meeting the scheduled CERs/VERs target.
- 9.3 Above is applicable for carbon credit units from any other suitable carbon credit frame work/ voluntary mechanism.

## **10.0 STATUTORY REQUIREMENTS**

During the tenure of this contract nothing shall be done by the Consultant in contravention of any law, Act and/or rules/regulations, or any amendments thereof.

## **11.0 DELAY IN EXECUTION OF WORK**

- 11.1 The contractual work shall be executed under the direction and subject to approval of JMC.
- 11.2 If the Consultant fails to perform according to provisions of the contract, or unduly delays the execution of the contract, the Employer shall have the right to terminate the Consultant and engage any other Consultant or carry out the activity (ies) on its own, besides initiating the legal proceedings.

## **12.0 SUSPENSION & TERMINATION**

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- 12.1 JMC may suspend the work in whole or in part at any time by giving the Consultant notice in writing to such effect stating the nature and anticipated duration of such suspension. Except for a suspension by written order of JMC in terms hereof, the Consultant shall not suspend the work for any cause.
  - 12.2 On receiving the notice of suspension from JMC; Consultant shall stop all such work, which JMC has directed to be suspended with immediate effect. JMC may at any time cancel the suspension notice for all or any part of suspended work by giving written notice to Consultant specifying the part of work to be resumed and the effective date of suspension withdrawal. Consultant shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice. In the event of suspension of the work, JMC shall not be liable to Consultant for any damage or loss.
  - 12.3 No demobilization and remobilization charges will be paid to consultant by JMC.
  - 12.4 If the suspension of the duties and services exceeds 6(six) months, either party shall be entitled to terminate contract for that part.
  - 12.5 JMC shall have the right to request the Consultant to immediately withdraw any person(s) from the work whose services in its opinion are not conducive to the execution of the work. Consultant shall forthwith comply with the said request.
  - 12.6 In the event of a breach or default by the Consultant of any of its obligations hereunder or non-monetization of VERs/CERs/ carbon credit units from any other mechanism, related to at least one Project within 100 weeks for JMC, JMC may terminate the Contract by giving the Consultant at least 30(thirty) days prior written notice of its intention to terminate the Contract and facsimile advice of the sending of said notice. The said notice shall specify the breach or default complained and if the Consultant shall fail within the 30(thirty) days' period to begin to remedy such breach or default, then the Contract shall terminate at the end of such thirty days period. In the event of termination of Contract for aforesaid reasons, JMC shall not pay to the Consultant any remuneration or fees, on whichever account may be.
  - 12.7 Termination for Insolvency



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JMC may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any other right of action or remedy which has accrued or will accrue thereafter to JMC.

### **13.0 CONSORTIUM**

- 13.1 If the Bidder is a Consortium, it cannot consist of more than 3 (three) parties. The Consortium shall be jointly and severally bound to the Employer for the fulfillment of the provisions of the contract and shall designate one such party to act as a leader with authority to bind the Consortium. The composition or the constitution of the Consortium shall not be altered without the prior consent of the Employer in writing.
- 13.2 Bids submitted by a consortium shall comply with the following requirements:
- (i) The Bid shall include all the information required for a Bidder for each consortium member, as applicable.
  - (ii) The Bid shall be signed by all the members so as to be legally binding on all of them.
  - (iii) One of the members shall be designated as leader. This authorization shall be evidenced by submitting with the Bid a power of attorney signed by legally authorized signatories.
  - (iv) The entire execution of Contract shall be the responsibility of the leader. Payment to other members of the Consortium can be made directly by JMC, only on the certification of the Leader of the Consortium.
  - (v) All members of the consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms.
  - (vi) A copy of the MOU/agreement entered into by the consortium members shall be submitted with the Bid.

### **14.0 INDEMNITY AGREEMENT**

#### **14.1 Indemnity by Consultant**

Consultant shall indemnify and keep indemnified JMC, its other Consultants (other than the Consultant) and/or sub-Consultants and its/their employees from all actions, proceedings suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of or caused by the

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execution of work, if applicable, under the contract or other obligations hereunder directly or indirectly associated herewith including but not limited to:

13.1.1 Personal injury, illness or death of:

- (i) Any of Consultant's personnel and
- (ii) Any other person to the extent the injury, illness or death is caused by the negligence or fault of the Consultant or Consultant's personnel or sub-Consultants or Sub-Consultant's personnel and

13.1.2 Loss or damage to:

- (i) any asset owned, hired or supplied by Consultant or Consultant's personnel or sub-Consultant's personnel (even if caused by, or contributed to by, the negligence or fault of JMC); or
- (ii) any other asset to the extent the loss or damage is caused by the negligence or fault of the Consultant or Consultant's personnel or sub-Consultants or sub-Consultant's personnel.

13.2 Notwithstanding any other provisions, except only in cases of willful misconduct and/or criminal acts:

13.2.1 Neither the Consultant nor JMC shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, and

13.2.2 The aggregate liability of the Consultant in; part or otherwise, shall not exceed the total Contract Price, provided however that this limitation shall not apply to any obligation of the Consultant to indemnify JMC with respect to Intellectual Property Rights.

13.3 Consultant shall fully indemnify JMC against any losses or damages arising out of loss or damage caused by Consultant or its representatives due to their misconduct/gross negligence. In the event of any third party raising claim or initiating any suit against JMC on the ground that JMC's use of the Document/Services provided by the Consultant infringes any patent rights belonging to such third party, the Consultant agrees and undertakes to assist JMC and hold harmless JMC against all actions, claims, damages, losses and expenses raised by third parties and arising from or incurred by reason of any infringement of patent, provided, however, that JMC shall, as soon as reasonably possible, notify the Consultant in writing of such third party's claim and/or action.

13.4 Nothing in this Article shall abrogate or abridge the Consultant's own liability for infringement or violation of patent of a third party and shall fully indemnify JMC, if such infringement or violation is proved before and sustained in court of law.

13.5 Consultant shall indemnify JMC against claims lodged against JMC by third parties for compensation of damages or losses caused by Consultant. Consultant shall take out insurance cover for the same.

## **15.0 LIMITATION OF LIABILITY**

Except in cases of criminal negligence or willful misconduct,

(a) The Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligations of the Contractor, and

(b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed 115% of the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement and workman compensation.

## **16.0 CONSULTANT'S OBLIGATION**

16.1 Consultant shall deploy sufficient qualified and experienced manpower to complete the assignment within the stipulated time successfully.

16.2 Consultant shall ensure that it has experience and capability and can mobilize sufficient competent professional engineers, other specialists, tools and tackles, etc. as required to accomplish the tasks in accordance with the scope of work.

16.3 Consultant shall observe all safety rules and applicable employee regulations while at work in JMC's premises/sites.

16.4 Consultant's personnel visiting JMC's premises/ site shall maintain their status as their employees and shall not take any liability other than those specified in the job contract and those arising as a result of gross negligence or willful misconduct of receiving party, in the event of death, injury or any eventuality taking place at site.

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- 16.5 Consultant shall remain solely responsible for preparing all the reports and documents including PIN and PDD needed for host country approval, endorsement, validation, registration, monitoring, verification, marketing and transaction of CER/VER etc. applicable for the CDM project cycle; all reports & documents to claim carbon credit units from any other suitable carbon credit frame work/ voluntary mechanism.
- 16.6 Consultant shall assist in the selection of the DOE by JMC. The Employer reserves the right to approve the DOE to be engaged.
- 16.7 Consultant shall bear all expenses, fees, etc. needed for CDM Cycle implementation of all projects till monetization of CERs/VERs; carbon credit units from any other suitable carbon credit frame work/ voluntary mechanism

### **17.0 JMC's OBLIGATIONS**

- 17.1 JMC shall meet the following obligations to enable Consultant to proceed and complete their scope of work in time:
- (i) Furnish data/drawings as available with concerned unit of JMC as may be requested by Consultant from time to time to discharge obligations within its scope.
  - (ii) Provide gate passes and facilitating entry/exit of Consultant's personnel on Consultant's requisition/endorsement.
- 17.2 Nominate representative/s duly authorized to act on its behalf on all matters related to the work for the entire duration of the contract at all sites.
- 17.3 Provide all necessary and relevant information on the project to the extent available.
- 17.4 Facilitate the Consultant throughout the CDM project cycle/ any other suitable carbon credit frame work/ voluntary mechanism cycle.

### **18.0 PROGRESS REPORT**

The Consultant shall monitor progress of all the activities as per Scope of Work and submit the progress report every month to Executive Engineer (projects) & TA to Chief Engineer, JMC.

The progress report shall be in a mutually agreed format and shall indicate :

- (a) completion achieved compared with the planned completion for each activity;

- (b) where any activity is behind the schedule, giving comments and likely consequences and stating the corrective actions/measures being taken.

## **19.0 SETTLEMENT OF DISPUTES : ARBITRATION**

All questions, disputes or differences of any kind whatsoever arising out of or relating to the contract shall be referred by the parties to this contract for decision within 30 days from occurrence of difference or dispute to a Sole Arbitrator who shall be the Chief Executive Officer of JMC or any officer of JMC nominated by the said Chief Executive Officer in that behalf. In the event of such an Arbitrator to whom the matter is originally referred, is transferred or vacates his office by resignation or otherwise or refuses to act or is incapable of acting for any reasons whatsoever, the Chief Executive Officer shall appoint another person to act as Arbitrator in his place in accordance with the terms of this contract. Such persons shall be entitled to proceed from that stage at which it was left by his predecessor.

There shall be no objection to any such appointment that the Arbitrator appointed is an officer of the company or that he had any occasion to deal with the matter to which this contract relates or that in the course of his duty as such officer has expressed views on all or any of the matters in dispute or difference. No person other than the Chief Executive Officer or his nominee can act as an Arbitrator.

The venue of arbitration shall be the office of JMC or any other place as decided by the arbitrator.

The award of Arbitrator shall be final and binding on the parties of this agreement.

Subject to the above, the provisions of Arbitration and Conciliation Act, 1996 and all the rules made there under and all statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply to and be incorporated in this contract.

Any disputes if arises at any point of time for arbitration shall have only Jurisdiction of Courts situated in Jaipur, only.

## **20.0 FORCE MAJEURE**

No failure or omission to carry out the provisions of the contract shall give rise to any claim by JMC against the contractor, if such failure or omission arises from an act of God which shall mean all natural calamities such as fire, flood, earthquake, hurricane or any pestilence or for the compliance with any statue or regulation of the GoR or from any war, civil war or a state of Insurrection. Upon termination of the force majeure, performance of the agreement shall resume at the specified terms and the performance of the contractor's duties shall be extended for a period equal to the time during which the suspension was in effect. Should suspension remain in effect for a period of time in excess of 30 days from the date either party deliver to the other written notice of the existence of that force majeure, the party not affected

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by the force majeure shall have the right to cancel the contract. Notice of suspension by either party shall not entitle him to suspend work or payments except to the extent that such interference affects such work or payments.

## **21.0 WAIVER**

The failure of either party to enforce any right hereunder shall not be deemed as a waiver of any other right hereunder or of any other breach or failure by said party whether of a similar nature or otherwise.

## **22.0 EXTENSION OF TIME**

- 22.1 If the Consultant desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to JMC within 15(fifteen) days of the date of hindrance on account of which he desires such extension as aforesaid, and JMC shall, if in its opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in its opinion be necessary or proper.
- 22.2 Consultant shall keep such records as may be necessary to substantiate any application for extension of time, and such other records as Employer may reasonably request. Consultant shall permit Employer to inspect all such records and shall provide Employer with copies as required.
- 22.3 Any such extension of time shall be done in writing as an amendment and should be signed by Employer and the Consultant.
- 22.4 Delay in work is due to improper management/insufficient resource mobilization on the part of consultant entails penalty @ 0.05lacs p/day. The penalty so imposed shall be limited to performance guarantee amount (Rs. 5.00 lac).

## **22.0 STANDARD OF PERFORMANCE**

The Consultant shall provide defined services as per good technical and commercial practices conforming to the International Standards and as per the norms laid down by CDM EB from time to time. The Consultant shall always act, in respect of any matter

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relating to this contract or to the services, as faithful advisers to JMC and shall at all times support and safeguard JMC's legitimate interests in any dealings with third parties.

### **23.0 BREACH OF CONTRACT**

23.1 JMC may, without prejudice to its right against the Consultant in respect of any delay or unsatisfactory work or otherwise, any claims for damage in respect of any breach of the contract and without prejudice to any right or remedies under any of the provisions of this contract or otherwise, and whether the date for completion has or has not elapsed by notice in writing, absolutely determine the contract in any of the following cases :

23.1.1 If the Consultant having been given by JMC a notice in writing that the work is being performed in an inefficient or otherwise improper manner shall omit to comply with the requirements of such notice for a period of seven days of such notice thereafter or if the Consultant shall delay or suspend the execution of the work so that either in the judgment of JMC (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by the date.

23.1.2 If the Consultant being a company shall pass a resolution or the court shall make an order that the company shall be wound up or a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a receiver or a manager or which entitle the court to make a Winding Up Order.

23.2 If the Consultant commits breach of any of the terms and conditions of this contract or the Consultant has made himself liable for action under any of the cases aforesaid, JMC shall have powers:

23.2.1 To determine or rescind the contract as aforesaid (of which termination or rescission, notice in writing to the Consultant under the hand of designated authority in JMC shall be conclusive evidence), upon such termination or rescission on the security deposit of the Consultant shall be liable to be forfeited and shall be absolutely at the disposal of JMC.

23.2.2 After giving notice to the Consultant to measure up the work of the Consultant and to take such part thereof as shall be unexecuted out of his hands and to give it to another Consultant to complete in which case any expenses which may be incurred in excess of sum which would have been paid to the original Consultant if the whole work had been executed by him (of the amount of which the certificate in writing of the designated authority in JMC shall be final and conclusive) shall be borne and paid by the original Consultant and may be deducted from any money due to him by JMC under this contract or on any other account whatsoever or from the security deposit

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or the proceeds of sales thereof or a sufficient part thereof as the case may be.

23.2.3 In the event of any one or more of the above courses being adopted by the designated authority in JMC the Consultant shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on accounts or with a view to the execution of the work or the performance of contract. In case, action is taken under any of the provisions aforesaid the Consultant shall not be entitled to recover or be paid any sum for any work thereto actually performed under this contract unless and until the designated authority in JMC, has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

## **24.0 SECRECY/CONFIDENTIALITY**

24.1 The Consultant shall maintain strict confidentiality of all documents, drawings, data, design and other technical information in respect of the execution of the work and shall not pass on any information to any agency/organization except to those who are directly/indirectly connected with the execution of the Contract without the prior written consent of JMC.

24.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided, however, that Consultant shall ensure that each of them has been informed of the confidential nature, of the confidentiality and non-disclosure provided for hereof.

## **25.0 AMENDMENT OF CONTRACT**

No change in respect of the Contract shall be valid unless same is agreed to in writing by both the parties specifically stating the same as Amendment to the Contract and dated.

## **26.0 WAGES FOR LABOUR**

26.1 The Consultant shall pay to the labourers engaged on the work under this work order, the wages at rates not less than the wages fixed under the Minimum Wages Act, 1948 as amended from time to time.

26.2 The wages, if so desired by JMC, shall be disbursed by the Consultant in the presence of the authorized representative of JMC.

## **27.0 COMPLETION CERTIFICATE**



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27.1 Upon the satisfactory fulfillment of work by Consultant, he shall be entitled to apply to JMC for a Completion Certificate in respect of the work upon submission of the relevant documents pertaining to the successful completion of the work.

27.2 Within 20(twenty) days of the completion of the work mentioned in the "Scope of work", the Consultant shall give notice of such completion along with above said documents to JMC, and within 30 (thirty) days of the receipt of such notice, JMC, if found satisfactory, shall furnish the Consultant with a certificate of completion in respect of the work to Consultant. Otherwise a provisional certificate of completion indicating deficiencies shall be issued for the work.

27.3 The issue of a completion certificate shall be without prejudice to the Employer's rights and the Consultant's liabilities under the contract, including, including the Consultant's liability in respect of any guarantees, work completion liability, nor shall the issue of a completion certificate in respect of the work be construed as a waiver of any right or claim of the Employer against Consultant in respect of work.

## **28.0 NEGLIGENCE**

If the Consultant or its authorized nominee neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable order(s) given in writing by JMC in connection with agreement or shall contravene the provisions of the agreement, JMC may give 21 days notice in writing to the Consultant to make good the failure, neglect or contravention complained of and should the Consultant fail to comply with the notice within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such case(s) JMC shall be at liberty to expel the Consultant and hire any other Consultant or carry out the activity on its own besides initiating the legal proceedings and invoking other rights available as per the contract.

## **29.0 DEVIATION FROM EXECUTION PLAN**

Should the Consultant has to depart from the provision(s) of execution plan on account of reasons beyond his control, the Consultant shall draw attention to the points of proposed deviation and submit all such information to assess the merits of his proposal(s) in writing. The Employer shall in its discretion may agree or disagree to such deviation.

## **30.0 JMC's REPRESENTATIVE**

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Executive Engineer (projects)& TA to Chief Engineer, or any other person(s) authorized by the Chief Executive Officer shall be JMC's representative for and during the execution of the contract.

### **31.0 INTERPRETATION**

The titles and headings of the sections in this Contract are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provisions of this Contract.

### **32.0 IMPORT AND IMPORT CLEARANCE**

All imports and clearances, if applicable, under this Contract shall be done by the Consultant.

### **33.0 MISCELLANEOUS**

33.1 The parties shall do all such acts, matters and things and shall sign or execute and deliver all such documents as may in the reasonable opinion of the Employer be necessary or expedient to further and more effectively carry into effect the provisions of Agreement.

33.2 Each party shall bear its own costs incidental to the negotiation, preparation and execution of Agreement. The Consultant shall bear all stamp duty or documentary duties (if any) for the Agreement.

33.3 Consultant shall prepare, according to schedules, necessary data and specification sheets for such items of equipment intended for import in order to meet required procedure, technical specifications and delivery schedules (if any) and these shall be submitted to Employer to facilitate the Consultant for obtaining Govt. clearances.

### **34.0 ASSIGNMENT**

Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to a third party without the prior expressed approval in writing of JMC, which it shall do at its discretion. However, in event of that, all legal/contractual obligations shall be binding on Consultant only.

### **35.0 SUB-CONTRACT**

Any sub-contract to be made by the Consultant relating to the services shall be made only to such extent and with such duly qualified specialists and

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entities as shall be approved in writing in advance by JMC. Upon the request of JMC, the consultant shall submit for JMC's prior approval, the terms of reference or any amendment thereof for such sub Consultant's services. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the contract.

### **36.0 QUANTUM OF WORK/ SITE CONDITIONS**

36.1 Examination of work/site conditions before Bid by the Bidder is presumed.

36.2 The Consultant shall be presumed to have satisfied himself by the careful examination before submitting his Bid as to the nature/quantum of work. He shall also be presumed to have satisfied himself before Bid as to the correctness and the sufficiency of the Bid for the work as quoted by him in the Bid schedule, rates and prices of which shall cover all his obligations under the contract and all matters and things necessary for the proper completion of the work.

36.3 It is agreed and understood that no extra payment shall be admissible to the Consultant under any circumstances whatsoever consequent on any alleged misunderstanding or miscalculation or arising out of other mistake or factor, not specifically provided for in the contract.

36.4 JMC does not guarantee any minimum payment or quantum of work under this contract. The payment would be made strictly as per payment terms based on actual activities satisfactorily completed.

### **37.0 APPLICABLE EXCHANGE RATE FOR FINANCIAL TRANSACTIONS**

The exchange rate for financial transactions shall be the prevailing Bank Buying rate, as the time of selling of the carbon credits.

### **38.0 CLOSING OF CONTRACT**

38.1 Contract, herein, will be formally closed when:

38.1.1 All the deliverables are delivered and the entire elements of Scope of Work are completed.

38.1.2 Full payments have been made to the Consultant

38.1.3 There is no pending liability on any party (both JMC and the Consultant) on any account.

38.1.4 Non-receipt of any objection/adverse comments/grievance from the applicable authorities about this project(s).

38.2 The contract will be closed through signing of the contract closing document by both the authorized signatories of JMC and the Consultant.

38.3 In case of aborted contract, the closing of this contract will be done after settling of all disputes and liabilities through signing of the same contract closing document.

38.4 The date mentioned on the signed contract-closing document will be the effective date of closing the contract.

### **39.0 CURRENCIES OF PAYMENT**

Indian rupee will be the applicable currency.

### **40.0 DOCUMENTATION**

In addition to submitting the necessary documents to the various national and international agencies, the Consultant shall have to submit 6(six) hard copies of all final documents along with soft copies to JMC.

## **Section 6. Special Conditions of the Contract**

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("first party") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("second party") having its principal office located at *[insert Consultant's address] in joint venture with [ Insert names and address of partners] whereas, second party shall act their representative and all the partners will be jointly and severally responsible.**[delete the underlined text if not applicable]*

WHEREAS, first party wishes to have second party perform the services hereinafter referred to, and

WHEREAS, second party is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

### **1. Services**

- (i) Second party shall perform the services specified in Annex A, "Agreed Terms of Reference" ("the Services"). The Annex A is based on second party's proposal in response to the terms of reference issued at the bid stage, and subsequent negotiations thereof.
- (ii) Second party's Services cover the Identified Projects/ Projects to be identified during next two years as specified in Annex B, "Identified Projects/ Projects to be identified".
- (iii) Second party shall provide the personnel listed in Annex C, "Consultant's Personnel," to perform the Services. Second party shall also engage any additional professional staff, engineers and support staff required from time to time for performance of the Services as stated in Annex A, without any financial implications of whatsoever nature.
- (iv) Second party shall submit reports and achieve the outputs within the time periods specified in Annex D, "Consultant's Activities and Performance Indicators."
- (v) The financial and commercial terms agreed by the Parties as specified in Annex E, "Financial Terms"
- (vi) The record of negotiations as shown in Annex F, if any, between the JMC and second party, shall become an integral part of the Contract.

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## 2. Term

Second party shall perform the Services during the period commencing [*insert starting date*] and continuing through [*insert completion date*]. This period may be subsequently extended as agreed by the parties in writing.

## 3. Commencement of Services

Second party shall commence the services within 14 days of signing the Contract. Second party's services cover the projects listed in Annex B. If any amendments are agreed by the Parties at any time during the Contract Period (including any extensions agreed by the Parties), second party agrees that such amendments be taken up under the same terms and conditions, including financial terms, stated in this Contract.

## 4. Financial Terms

First party shall pay second party the amounts in a manner as stated in Annex E, "Financial Terms". This amount has been established based on the understanding that it includes all of second party's costs and profits, as well as any tax obligation that may be imposed on second party. Second party shall not charge for deployment of any additional professional staff, engineers and support staff as required from time to time for performance of the Services.

## 5. Project Administration

Project Leader

Second party shall deploy a Project Leader full-time during the Contract Period; the Project Leader will be responsible for the performance of the services and coordination with the JMC.

## 6. Performance Standards

Second party undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. Second party shall promptly replace any employees assigned under this Contract that first party considers unsatisfactory.

## 7. Performance Indicators

Second party shall achieve the performance indicators as stated in Annex D. Second party shall submit a progress report of activities against these performance indicators, for Client's review on a monthly basis. Any shortfall or delays will be rectified by second party.

## 8. Performance Security

Second party shall provide a performance security for an amount of **Rupees Five Lakhs Only (Rs. 5,00,000 Only)** in the form of a bank guarantee issued by any scheduled bank in India in a manner acceptable to first party. The performance security shall be provided with 14 days of signing the Contract. The performance security shall remain valid till the completion of the Contract Period, including any extensions thereof.

## 9. Default by second party

The occurrence of the any of the following events will be treated as "Default by second party":

- vii. Consultant fails to deploy the staff in accordance with the approved staffing schedule,
- viii. Consultant fails to Commence the Services within the time stated in Clause 3,
- ix. Second party becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if second party is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if second party takes or suffers any other analogous action in consequence of debt,
- x. Failure to comply with any statutory regulations in India and those specified by the CDM-Executive Board,
- xi. Failure to achieve the performance indicators, activity plan, and any intermediate outputs thereof, as stated in Annex D, or
- xii. Non-compliance with any decision reached as a result of the adjudication or arbitration,

Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default of second party or first party.

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**10. Confidentiality**

Second party shall not, during the term of this Contract and within ten years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or first party's business or operations without the prior written consent of first party.

**11. Ownership of Material**

Any studies reports or other material, graphic, software or otherwise, prepared by second party for first party under the Contract shall belong to and remain the property of first party. Second party may retain a copy of such documents and software.

**12. Consultant not to be Engaged in Certain Activities**

Second party agrees that, during the term of this Contract and after its termination, second party and any entity affiliated with second party, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**13. Insurance**

Second party will be responsible for taking out any appropriate insurance coverage for its personnel, equipment and vehicles against death, injury or damage. Second party shall also take out adequate third party insurance.

**14. Affiliation**

Second party shall be an independent Contractor performing the work. The Contract does not create any agency, partnership, joint venture or other joint relationship between second party, JMC and any other GoR agency.

**15. Assignment**

Second party shall not assign this Contract or sub-contract any portion of it without first party's prior written consent.

**16. Law Governing Contract and Language**

The Contract shall be governed by the laws of *India*, and the language of the Contract shall be *English*

**17. Post-Contract Performance Undertaking**



Upon completion of the Contract Period, second party shall sign a Post-Contract Performance Undertaking (PCPU), which specifies the conditions, obligations and requirements to be fulfilled by second party to become eligible to receive the revenue proceeds from sale of CERs/ carbon credit units, which were registered in the Contract Period, and which would accrue after the Contract completion but within ten years from the date of registration.

The format and content of the PCPU shall be mutually agreed between first party and second party. During the PCPU period, second party shall submit reports to first party in the manner and frequency as acceptable to first party.

### **18. Termination of the Contract**

First party shall terminate the Contract for Default by second party on occurrence of any of the events mentioned in Clause 9, by giving a written notice of thirty (30) days. Upon such termination, second party shall handover all the documents to first party in a manner acceptable to first party. Second party shall not be eligible to receive the Service Fees after the date of such termination. The performance security issued by second party shall be forfeited.

### **19. Dispute Resolution**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Indian Laws. All disputes subject to the jurisdiction of the Civil Courts in Jaipur.

FOR FIRST PARTY

FOR SECOND PARTY

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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**LIST OF ANNEXES TO BE SUBMITTED BY CONSULTANT**

Annex A: Agreed Terms of Reference

Annex B: Identified Projects

Annex C: Consultant's Personnel

Annex D: Consultant's Activities and Performance Indicators

Annex E: Financial Terms

Annex F: Record of Negotiations (if applicable)