

# **Request For Proposal**

**For**

**Independent Expert services for Development, Construction, Operation and Maintenance of an Integrated Municipal Solid Waste Management Project for Bathinda Cluster in Punjab (PPP) basis.**

**Government of Punjab  
Municipal Corporation, Bathinda**

## **CONTENTS**

| <b>Sr No.</b> | <b>Particular</b>                                       | <b>Page No.</b> |
|---------------|---|-----------------|
| 1             | SECTION 1 : Letter of Invitation                        | 3-6             |
| 2             | SECTION 2: Information to Consultants                   | 7-18            |
| 3             | SECTION 3 : Format for Submission of Firms Credentials  | 19-21           |
| 4             | SECTION 4 : Format for Submission of Technical Proposal | 22-30           |
| 5             | SECTION 5 : Format for submission of Financial proposal | 31-42           |
| 6             | SECTION 6 : Terms of Reference                          | 43-60           |
| 7             | SECTION 7 : Draft Form of Contract                      | 61-115          |

## REQUEST FOR PROPOSAL (RFP)

## SECTION 1: LETTER OF INVITATION TO CONSULTANTS

**SUBJECT: Independent Expert Services for Development, Construction, Operation and Maintenance of an Integrated Municipal Solid Waste Management Project for Bathinda Cluster in Punjab on PPP basis.**

GENERAL:-

1. The Commissioner, Municipal Corporation, Bathinda invites proposals for engaging an Independent Expert (IE) on the basis of International Competitive Bidding for the following contract in the State of Punjab.

**TABLE 1: DETAILS OF PROJECT**

| Sr. No. | Consultancy Package  | State  | Assignment period(Months) |
|---------|--|--------|---------------------------|
| 2.      | 1<br>Development, Construction, Operation and Maintenance of an Integrated Municipal Solid Waste Management Project for Bathinda Cluster in Punjab | Punjab | 15 months                 |

3. The proposal shall be submitted in English Language and all correspondence would be in the same language.
4. The Ministry of Environment and Forests (“MoEF”) under the aegis of Government of India (“GoI”), has formulated the Municipal Solid Wastes (Management and Handling) Rules 2000, which makes it mandatory for every civic body to implement a scientific solid waste management system through which MSW is duly processed and only that waste, which is not suitable for recycling or processing is to be disposed off in a Sanitary Landfill Site (“SLF”).
5. Municipal Corporation, Bathinda intends to appoint a Consultant to act as Independent Expert for implementation of this PPP project. As per the Terms and Conditions of the Concession Agreement (s), the Independent Expert is broadly required to inspect, test, verify, report, confirm and certify the Project works being undertaken by the Concessionaire to meet the compliance, Specifications and Standards as per provision under Concession agreement executed between Municipal Corporation, Bathinda and Concessionaire in consultation with Project Engineer. The complete scope of work shall be as mentioned in Annexure 11 of the Concession Agreement.

6. The interested consultancy firms may obtain the RFP from o/o the Commissioner, Municipal Corporation, Bathinda w.e.f. 14.02.2013 to **28.02.2013** on all working days within 0900 hrs and 1700 hrs. IST by payment of non-refundable Demand Draft amounting to Rs. 2,000/- drawn in favour of “Commissioner, Municipal Corporation, Bathinda” payable at any schedule bank in Bathinda. The RFP document is also available on [mcbathinda.com](http://mcbathinda.com), Municipal Corporation, Bathinda website. The Consultant who downloads the RFP document from the website will be required to pay the non- refundable fee of Rs. 2,000/- at the time of the submission of the Bid proposal.
7. The proposal should be submitted by consultancy firms in two parts in two separate envelopes/package duly marked and put together in one single outer envelope/package. The two parts of the proposal are Part 1: Technical Proposal and Part 2: Financial Proposal. For a given PPP Project, Stage -1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e. Part 1). The firms scoring the qualifying marks (minimum 75%) as mentioned in RFP shall be listed in the descending order of their technical score and 3 top ranking firms shall only be considered for further evaluation provided none of them is in conflict of interest with the Concessionaire. The firms in conflict of interest shall be substituted by next ranking firm not having conflict of interest with the Concessionaire. Under stage 2, the financial proposal of such three firms as selected above shall be opened and evaluated. The final selection of the firm shall be based on the basis of weighted evaluation where technical and financial scores shall be assigned respective weights of 80:20.
8. The total time period for the assignment as Independent Consultant will be for 15 months, (Construction period - 12 months, Development and O&M period – 3 months).
9. Consultants may apply either as a sole firm or forming Joint Venture with other consultants. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 (i.e. one lead + 1 JV partners). Formulation of more than one JV with different partners for the same work is not allowed and all such proposal involving the firms shall be treated as non-responsive.
10. The Applicant whether a sole applicant or lead member with joint venture(s) may include an Associate company also. The applicant shall submit a memorandum of understanding (MOU) with the Associate regarding the role and responsibilities of this Associate Company along with the proposal. Only such associates are allowed to participate under this Para, who provide at least 3 key personnel out of 6 key personnel viz., (i) Team Leader (ii) Subject Matter Expert in Solid Waste Management Sector (iii) Expert in Waste Water/ Leachate Treatment Plant Design (iv) Project Manager (v) Project Engineer and (vi) Quality Manager.
11. Consulting firms meeting the following criteria and not in conflict of interest with the Concessionaire are only eligible for applying for this assignment. Firms not meeting these criteria need not apply.

**A). Eligibility Criteria for sole applicant firm or lead partner in case of JV /Association**

| Sr. No. | Qualification Criteria  | Document proofs to be submitted  |
|---------|---|--|
| 1       | a. The Lead Bidder shall have undertaken, within in the last 15 years, either as principal consultant or as technical consultant to the principal consultant, at least one consulting assignment in waste management project to any municipal corporation in India with a population of not less than 500,000;and.<br>b. The annual turnover of the bidder shall be minimum of Rs. 1 (One) Crores in each of the past 3 (Three) financial years from consulting services. | Copy of duly notarized letter of intent/ work order/ client agreement/ certificate from client.<br><br>Certificate from a Chartered Accountant showing the fulfillment of the turnover criteria. |
| 2       | The bidder must have Key Personnel capable of handling the work as detailed in this RFP document as on the RFP due date.  | Bio-data of employees  |
| 3       | The lead bidder should have a registered office in India.   | Certificate of Registration / Incorporation (Photostat Copy)   |
| 4       | The lead bidder should be registered for Income Tax in India.   | PAN Number (Photostat Copy)  |
| 5       | The bidder must not be blacklisted by any Government / Public Sector Organizations in India.  | Self undertaking on company letterhead   |

**B). Eligibility Criteria for partner in case of JV (not more than one partner shall be allowed)**

12. In case of JV, the lead partner must fulfill the requirements as in Para (A) and JV partner should have minimum experience in terms of 50% of the length specified in Para (A) above.
13. Consultants (sole firm or lead firm and any of the JV partners) who have been debarred by Any of the Union Govt (GOI)/State Govt. Department and the debarment is in force as on date of application; need not apply as their RFP proposal will not be entertained.
14. Municipal Corporation, Bathinda will not be responsible for any delay, loss or non-receipt of RFP document sent by post/courier. Further, Municipal Corporation, Bathinda shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.
15. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted in a hard bound form with all pages numbered serially, along with an index of submission. (Hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents).

Spiral bound form, loose form, etc. will not be accepted. All figures quoted in the Financial Proposal should be covered with a transparent adhesive tape. In the

event, any of the instructions mentioned herein have not been adhered to, Municipal Corporation, Bathinda may reject the proposal.

16. RFP submission must be received not later than 1100 hrs on 15.03.2013 in the manner specified in the RFP document at the address given below.

Commissioner  
Municipal Corporation, Bathinda  
(Fax:0164-2235246)  
(E-mail: cmcbathinda@gmail.com)

## SECTION 2. INFORMATION TO CONSULTANTS

### 1 INTRODUCTION

- 1.1 Bids are invited from consulting firms either as a sole firm/ joint venture with other consultant willing to act as IE to submit a proposal for providing consulting services required for the assignment named in the attached Letter of Invitation. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Commissioner, Municipal Corporation, Bathinda.
- 1.2 A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).
- 1.3 Deleted
- 1.4 This RFP is neither an agreement nor an offer by the Authority to the prospective applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements and assumptions, which reflect various assessments, arrived at by the Authority in relation to the Consultancy. Such assessments and statements do not purport to contain all the information that each Applicant may require. The information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations about the assignment and the local conditions before submitting the proposal by paying a visit to the Client and the project site, sending written queries to the client, before the date and time specified in the Data Sheet.
- 1.5 Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and Municipal Corporation, Bathinda is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- 1.6 We wish to remind you that in order to avoid conflict of interest situations, any firm associated with the Concessionaire of the Project its Design and/or Supervision Consultant and/or the Contractor(s) as Design Consultant and/or Construction Supervision Consultant is not eligible to participate in the bidding.
- 1.7 Deleted
- 1.8 Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or than 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 and/or any other action as deemed fit by the Authority at any stage.
- 1.9 It is the Municipal Corporation, Bathinda's policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Municipal Corporation, Bathinda:
  - (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:

- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) “Collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
  - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) Will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
  - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
  - (d) Will have the right to require that a provision be included requiring consultants to permit the Municipal Corporation, Bathinda to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Municipal Corporation, Bathinda.
- 1.10 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.11 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, in the Financial Proposal.
- 1.12 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.



## 2. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

- 2.1 The Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date.

Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultants who have purchased the RFP document. Clarification/amendment will also be hosted on Municipal Corporation, Bathinda web-site.

- 2.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum may be sent by mail, cable, telex, facsimile or electronic mail to consultants or/and will be hosted on Municipal Corporation, Bathinda website which will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

## 3. PREPARATION OF PROPOSAL

- 3.1 You are requested to submit your proposal in Two Parts strictly using the formats enclosed herewith (refer section 3, 4 and 5) in 2 separate envelopes/ packages and put together in one single outer envelope/package. The two parts shall be:

**Part 1: Technical Proposal and  
Part 2: Financial Proposal.**

The proposal shall be written in the English language as specified in the Data Sheet. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by written Power of Attorney duly notarized to be submitted with the proposal. In case of JV a MOU indicating the specific Projects, input and role of each Partner etc. shall be submitted with the proposal.

### **Part 1: Technical Proposal**

- 3.2 You are expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 3.3 During preparation of the Technical proposal you may give particular attention to the following:
- i. The man- months for the assignment shall be that stated in the Terms of Reference. The same shall be considered for the purpose of evaluation as well as award. In case the man months of TOR are amended in view of Client's own initiative or in response to clarification sought by any Consulting firm, the man months so amended and published shall be considered for the purpose of evaluation as well as award.
  - ii. The Consultants should prefer to field as many of their permanent staff as

possible and higher marks shall be given in this regard. The permanent staff would be considered those already employed with the firm prior to one year from the month during which this Tender Notice is issued. Please enclose evidence (e.g.: Pay roll, Auditor's Certificate) in this regard. More weightage will be given to those key personnel who are employed with more years with the firm.

- iii. No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
  - iv. A good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the data sheet.
  - v. For Key Personnel e.g. Team Leader, Subject Matter Expert in Solid Waste Management Sector, Expert in Waste Water/ Leachate Treatment Plant Design, Project Manager, Project Engineer and Quality Manager, the Consultants should prefer candidates having worked on PPP Projects. Such personnel shall be rated higher than the candidates having no such experience at all".
- 3.4 Your Technical Proposal must provide the following information, using but not limited to the formats attached in the Section 3 &4.
- i. A brief description of the firm's organization and an outline of recent experience of the Consultants and, in the case of Joint Venture, for each partner, on assignments of a similar nature. The information which you shall provide on each assignment should indicate, inter-alia, the profiles of the staff provided, duration, contract amount and firm's involvement. ***The details of assignments on hand shall also be furnished.***
  - ii. Any comments or suggestions on the TOR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.
  - iii. The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;
  - iv. Requirement for submission of CVs.
    - a. CVs strictly in the prescribed format and recently signed in blue ink on each page by both the proposed professional staff and the Managing Director/Head or the authorized representative of the firm.
    - b. Key information should include years with the firm and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in TOR for the position (Ref. Enclosure-B of TOR). If any information is found incorrect, at any stage, action including termination and debarment from future Municipal Corporation, Bathinda projects up to 2 years may be taken by Municipal Corporation, Bathinda on the personnel and the Firm.
    - c. If same CV is submitted by two or more firms, zero marks shall be given for such CV.
    - d. All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual and the firm. In order to overcome the

difficulties in furnishing the duly signed CVs due to time prescribed for submission for RFP, maximum 3 CVs with scanned signatures of the candidates on all pages shall be permitted. However, the authorized representative of the firm shall sign on each page. If the firm is selected, then the firm shall submit duly signed CVs at the time of negotiations.

- e. If a CV score less than 75% marks, whatever marks it score will be carried forward for maximum 2 no's key personnel's for determining the total score of the firm. However, if the Key Personnel does not fulfill the minimum academic qualification (as mentioned at Enclosure-B of TOR of RFP), the overall score of his CV will be evaluated as zero. If the Key Personnel does not fulfill the minimum qualification related to experience (as mentioned at Enclosure-B of TOR of RFP), then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key Personnel will be carried forward for maximum 2 no's key personnel for determining the total score of the firm. In case, a firm is L-1, then maximum 2 (two) such Key Personnel (whose CV scores less than 75% or who does not fulfill the minimum qualification) will have to be replaced by the firm at the time of contract negotiations. The reduction in remuneration of such replacements will be made as per Clause 4.5 (c) of the contract for consultancy services.
- v. Deployment Schedule for each key personnel should be formulated and incorporated in the Technical Proposal which will be reviewed on quarterly basis.
- vi. Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and sub professional staff.
- vii. A certification to the effect should be furnished by the Consultant that they have checked the qualifications and experiences details submitted by the key personnels in their CVs and found to be correct. This certification should be made in CVs of all key personnel after the certification by the candidate. The format of CV includes certification to this effect.
- viii. Each key personnel of the preferred Consultant shall be called for interview at the time of negotiation at the cost of Consultant.
- ix. Replacement of key personnel shall be considered only in unavoidable circumstances. 10% reduction in remuneration shall be considered for each substitution up to 2 replacements. **In case during negotiations, more than two replacements are sought by the L 1 consultant, his proposal shall be considered as Non-Responsive In such case L 2 firm shall be considered for evaluation.**

In case during interaction with the key personnel at the time of negotiation it is found that the key personnel proposed is un-suitable for the assignment position, his replacement by equivalent or better shall be provided by the consultant. The key personnel with such un-suitable CV shall not be considered in any future bids for that position for two years.

In the eventuality that a firm becomes non-responsive, for the third time, due to the action of replacements of more than 2 key personnel during negotiation, the firm and its constituent JV partners and Associates shall be debarred up to two years for Local Government, Punjab Department consultancy projects.

- 3.5 The technical proposal must not include any financial information.

## **Part 2: Financial Proposal**

- 3.6 Your Financial Proposal must be strictly using the formats attached in Section 5. No additional items/quantities other than that specified in the formats should be proposed by the Consultants since the same shall not be considered for the evaluation/award.
- 3.7 The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise. This cost, however, will not be considered in evaluation.
- 3.8 Consultants shall express the price of their services in the Local currency (Indian Rupees).
- 3.9 Service tax as applicable shall be reimbursed to the Consultants.

## **4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

- 4.1 The 'ORIGINAL' proposal shall be prepared in indelible ink. It shall contain no inter- lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposals.
- 4.2 All pages of the 'ORIGINAL' Proposal shall be signed by the eligible authority as specified in Para 3.1 of LOI given above.
- 4.3 You must submit one 'ORIGINAL' proposal only. The financial proposal for each intended project shall be sealed separately and duly marked on the envelope containing it showing the name of the project, package no. etc.
- 4.4 This outer envelope shall include two separate envelopes, each clearly marked as "Part 1: Technical Proposal" or "Part 2: Financial Proposal".
- 4.5 The proposal must be submitted in a hard bound form with all pages numbered serially, along with an index of submissions. (Hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document). Spiral bound form, loose form etc. will not be accepted. All figures quoted in the financial Proposal should be covered with a transparent adhesive tape .
- 4.6 Your completed proposal must be delivered on or before the time and date stated in the data sheet.

## **5 PROPOSAL EVALUATION**

- 5.1 A two -stage procedure shall be adopted for evaluating the proposals.
- 5.2 Deleted

## **Technical Proposal**

- 5.3 The office of the Commissioner, Municipal Corporation, Bathinda shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. Each responsive proposal shall be attributed a technical score (St.) The technical proposal should score at least 75 points to be considered

responsive. The financial bids in respect of such 3 (three) firms shall be opened. The Authority shall shortlist 3 (three) top firms on the basis of their technical score not in the conflict of interest with the concessionaire.

### **Financial Proposal**

- 5.4 After the evaluation of Technical Proposals is completed and the shortlist of 3 firms is finalized, Municipal Corporation, Bathinda may notify those consultants whose proposals were not considered as per conditions of RFP indicating that their Financial Proposal will be returned unopened after completing the selection process. The Municipal Corporation, Bathinda shall simultaneously notify the finally selected 03 (three) shortlisted firms indicating the date and time set for opening of the Financial Proposals.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6 The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if Client feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- 5.7 The Evaluation Committee shall determine if the financial proposal is complete and without computational errors
- 5.8 **Proposals shall finally be ranked in order of priority on the basis of weighted evaluation where technical and financial scores shall be assigned respective weights of 80:20.**

## **6 NEGOTIATIONS**

- 6.1 Prior to the expiration period of validity of proposal, the Municipal Corporation, Bathinda shall notify the successful firm who submitted the least cost proposal in writing by registered letter or facsimile and may either issue LOA if negotiations are not required or may invite it to negotiate the contract. In case two or more firms obtain same score, the firm achieving the highest Technical score shall be invited first for negotiations.
- 6.2 Negotiations normally take one to two days. The aim is to reach agreement on all points and Initiate a draft contract by the conclusion of negotiations.
- 6.3 Negotiations shall commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing. Agreement must then be reached on the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimise the required outputs from the firm within the available budget and to define clearly the inputs required from the Municipal Corporation, Bathinda

to ensure satisfactory implementation of the assignment.

- 6.4 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.
- 6.5 Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, the Municipal Corporation, Bathinda expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available.
- 6.6 Replacement of key personnel shall be considered only in unavoidable circumstances. In no case more than two replacements of key personnel shall be permitted during negotiation and in such cases Consultant and such key personnel shall have to submit affidavit to the effect that during the period of assignment specified in para 8 of Section:1, the replaced key personnel shall not be professionally employed anywhere in Local Government Department, Punjab. Municipal Corporation, Bathinda shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period. 10% reduction in remuneration shall be considered for each such substitution up to 2 replacements.

**In case during negotiations, more than two replacements are sought by the L 1 consultant, his proposal shall be considered as Non-Responsive In such case L 2 firm shall be considered for evaluation.**

In case during interaction with the key personnel at the time of negotiation it is found that the key personnel proposed is un-suitable for the assignment position, his replacement by equivalent or better shall be provided by the consultant within 8 days of such information. The key personnel with such unsuitable CV shall not be considered in any future bids for that position for two years.

In the eventuality that a firm becomes non-responsive, for the third time, due to the action of replacements of more than 2 key personnel during negotiation, the firm and its constituent JV partners and Associates shall be debarred up to two years for Municipal Corporation, Bathinda consultancy projects.

- 6.7 Each key personnel of the preferred consultant shall be called for interview at the time of negotiation at the cost of the Consultant. At the time of interview, the key personnel shall produce the originals of the certificates (Proof of age, Qualifications and experience from their respective employers) in support of their CVs for verification and return. The negotiations shall be concluded with a review of the draft form of Contract. The Municipal Corporation, Bathinda and the firm will finalize the contract to conclude negotiations.

## **7 AWARD OF CONTRACT**

- 7.1 After completion of negotiations with the consultants, the Client shall award

the Contract to the selected Consultant. However, after signing of the Contract, the Client may return the unopened Financial Proposals to the unsuccessful Consultants.

- 7.2 The successful firm with whom the contract is signed is expected to commence the assignment on the date and at the location specified in the data sheet.

**DATA SHEET**

1.4 Pre-Proposal Conference shall be held at: O/o Commissioner, Municipal Corporation, Bathinda on 12.03.2013 at 15.00 hrs.

1.12 The proposal shall be valid for 120 days after the last date of submission.

2.1 Clarification may be requested 7 days prior to Pre Proposal Conference. The address for requesting clarification is:

Commissioner, Municipal Corporation, Bathinda  
(Fax:0164-2235246)  
(E-mail: cmcbathinda@gmail.com)

3.1 **The Language** of documents and correspondence will be English

3.3 All the personnel shall have working knowledge of English and all the reports etc shall be written in English.

3.7 Municipal Corporation, Bathinda shall reimburse only service tax. Consultant has to assess all other taxes and should inbuilt them in their financial proposal. These taxes (other than service tax) should not be provided separately. Consultants are requested to consult Tax Consultants for details.

3.8 The Consultants to state local cost in INR only.

4.6 The time and date of submission: 1500 hrs on 15.03.2013

**5.3 The points assigned to Technical Evaluation criteria are:**

| <b>Sr No.</b> | <b>Description</b>  | <b>Marks</b> |
|---------------|---|--------------|
| 1             | Relevant experience for the assignment                            | 25           |
| 2             | The quality of methodology and work plan proposed                 | 05           |
| 3             | Qualifications and competence of the key staff for the assignment | 70           |
|               | <b>Total</b>  | <b>100</b>   |

(I) Sub criteria for Relevant Experience of the firm for the assignment



|   |    |
|---|----|
| Year of Establishment of the Firm (In case of JV year of establishment of Lead Member shall be considered)  | 2  |
| Average Annual Turnover (last 5 years) from consultancy business  | 2  |
| Nos. of key personnel with the firm   | 2  |
| Experience as Independent Engineer/Construction Supervision in Number of Municipal Solid Waste management/Waste to Energy Projects capacity 500 TPD or more in last 7 years | 12 |
| Experience in DPR preparation for Number of Municipal Solid Waste management/Waste to Energy Projects or more in last 7 years   | 4  |
| Experience in Construction Supervision/DPR /Design Review of Municipal Solid Waste management/Waste to Energy Projects in last 7 years.                                     | 3  |

In case of JV the turnover and experience details of Lead and JV partners to be added.

Employer's certificate should be submitted substantiating the experience claimed by the firm.

- (i) Sub criteria for Adequacy of the proposed work plan and methodology in response to the TOR.

|                                     |   |
|-------------------------------------|---|
| Comments & Suggestions on TOR       | 1 |
| Quality of Approach and Methodology | 3 |
| Work Programme & Manning Schedule   | 1 |

\*Consultants should give details of the experience of the firm considering the completed and the on-going highway assignments, separately for PPP and non-PPP Projects along with experience certificates from clients. This list of the completed works should also include those assignments which are substantially (90% of Contract value) completed. No Qualification/Experience etc. shall be considered without proof of experience.

- (iii) Qualification and competence of following professional/sub-professional staff for the assignment shall be evaluated. The weightage for various key staff are as under:-

| Sr No. | Staff Position   | Marks     |
|--------|--|-----------|
| 1      | Team Leader  | 20        |
| 2      | Subject Matter Expert in Solid Waste Management Sector | 12        |
| 3      | Expert in Waste Water/ Leachate Treatment Plant Design | 10        |
| 4      | Project Manager  | 10        |
| 5      | Project Engineer                                       | 10        |
| 6      | Quality Manager  | 8         |
|        | <b>Total</b>   | <b>70</b> |

Sub criteria for qualification of key Personnel (i.e. Professional staff)

|                          |            |
|--------------------------|------------|
| General qualifications   | <b>25</b>  |
| Adequacy for the project | 70         |
| Employment with firm     | 5          |
| <b>Total</b>             | <b>100</b> |

The technical proposal should score at least 75 points to be considered responsive for financial evaluation

5.6 The single currency for price conversion is INR.

5.8 Deleted

7.2 Commencement of Assignment: The firm shall begin carrying out the services within two weeks month of signing of the Consultancy Agreement.

### **SECTION 3. FORMATS FOR SUBMISSION OF FIRMS CREDENTIALS**

The proposal should contain the following information in enclosed format attached at Appendix A.

- Year of Establishment of Firm
- Average annual turnover (last five years)

Note: The Firm shall submit Certificate of Incorporation and audited balance sheet for the last five years (FY 2007-08, FY 2008-09, FY 2009-10, FY 2010-11 and FY 2011-12). For claiming experience of Environment projects completion certificate from employer should be enclosed. The proposal should also contain the details of the key personnel viz. their name, qualification, expertise area, experience and years of association with the firm.

## Appendix A

The following information related to the firm should be provided in the proposal.

- i. Name of the project applied for:-
- ii. Year of establishment of firm \*

| Consultant                        | Year of Establishment | Country | Type of Organization |             |             |       |
|-----------------------------------|-----------------------|---------|----------------------|-------------|-------------|-------|
|                                   |                       |         | Individual           | Partnership | Corporation | Other |
| Individual / Lead Partner (of JV) |                       |         |                      |             |             |       |

NOTE:- Year of Establishment of Lead Partner of JV shall be considered.

\*Copy of Certificate of incorporation shall be submitted.

- iii. Office/Business Address/Telephone nos./Cable Address.
- iv. Narrative description of firm (Not more than 2 sheets)
- v. Name of two(2) principals who may be contacted with title and telephone number/fax number/e- mail.

Experience as Independent Consultant/Construction supervision of Municipal Solid Waste Management/ Waste to Energy Projects, separately for PPP and non-PPP Projects during the last 7 years. \*\*\*

| S No | Projects Name / Year | Type of Services Rendered  | Description of Project / capacity (TPD) | Client (with complete address, contact person, telephone Nos. and Fax Nos.) | Total fee for the consultancy assignment (INR) | Fee received by applicant in case of JV / Association | %age of total fee received by the firm | Approx. cost of Project | Period |
|------|----------------------|--|---|---|--|---|--|-------------------------|--------|
| 1    | 2                    | 3  | 4                                       | 5   | 6  | 7   | 8                                      | 9                       |        |
|      |                      | <b>A. Completed / Substantially completed projects:</b><br>1.<br>2.<br>3.<br><b>B. Projects in progress:</b><br>1.<br>2.<br>3. |   |   |  |   |  |                         |        |

- viii. Experience as Independent Consultant/Construction supervision of Municipal Solid Waste Management/ Waste to Energy Projects, separately for PPP and non-PPP Projects during the last 7 years. \*\*\*

| S No | Projects Name / Year   | Type of Services Rendered | TPD of Project | Client (with complete address, contact person, telephone Nos. and Fax Nos.) | Total fee for the consultancy assignment (INR) | Fee in INR (Applicant's share in case of JV) | Period |
|------|--|---------------------------|----------------|---|--|--|--------|
|      | Sole consultant / prime consultant of JV / minor consultant of JV / or sub consultant / as Associate consultant (Municipal Solid Waste Management/ Waste to Energy Projects) |                           |                |   |  |  |        |
| 1    | 2  | 3                         | 4              | 5   | 6  | 7  | 8      |

- a) Only those projects, to be included in the table which are Municipal Solid Waste Management/ Waste to Energy Projects and for which clients certificates from the concerned Government agencies are enclosed with the proposal.
- b) The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm's experience would get full credit if it was the sole firm in the respective assignment. Experience weightage for firms as Lead partner/JV partner /Associate shall be considered in the same proportion as payment has been received by the firm towards consultancy work in the project.
- c) For weightage of experience in any past Consultancy assignment experience certificate from the client shall be accepted. In the absence of experience certificate from the client, proportion of payment received towards Consultancy work duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognised by the State concerned shall be accepted. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover/experience will be considered.
- (ix) Assignments on hand including those for which the Letter of Acceptance from the clients received as on 7 days prior to due date for submission of proposals: The details shall be given in the following format.

| S. No | Name of Assignment | Client | Role of the firm                          | Date of letter of Acceptance | Date of Agreement if signed | Present status of Assignment | Team Members provided by the firm |     |          |
|-------|--------------------|--------|---|------------------------------|-----------------------------|------------------------------|-----------------------------------|-----|----------|
|       |                    |        | Sole, Lead/ Other in JV or sub-consultant |                              |                             |                              | Name                              | DOB | Position |
| (1)   | (2)                | (3)    | (4)                                       | (5)                          | (6)                         | (7)                          | (8)                               | (9) | (10)     |
|       |                    |        |   |                              |                             |                              |                                   |     |          |
|       |                    |        |   |                              |                             |                              |                                   |     |          |

(x) Number of key personnel employed with the firm for more than one year from bid submission date:

| Key Personal   | Number of key personal employed            |        |
|--|--|--------|
|  | Sole applicant (lead member in case of JV) | JV (I) |
| Team Leader  |  |        |
| Subject Matter Expert in Solid Waste Management Sector |  |        |
| Expert in Waste Water/ Leachate Treatment Plant Design |  |        |
| Project Manager  |  |        |
| Project Engineer                                       |  |        |
| Quality Manager  |  |        |

**SECTION 4. FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL**

- Appendix B-1 Technical proposal submission form.
- Appendix B-2 Firm’s comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Municipal Corporation, Bathinda.
- Appendix B-3 Approach paper on methodology and work plan for performing the assignment.
- Appendix B-4 Composition of the Team and Task(s) of each Team member
- Appendix B-5 Curriculum vitae of proposed Professional staff.
- Appendix B-6 Time schedule for deployment of Professional staff
- Appendix B-7 Activity (works) schedule.

**APPENDIX B-1**

**Technical proposal submission form.**

FROM (Name of Firm)

To: (Name and Address of Client)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Ladies/Gentlemen:

Subject: Submission of Technical and Financial Proposal for engagement as IE for the PPP work

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated (Date), and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope for the above mentioned work.

If negotiations are held during the period of validity of the Proposal i.e. before (Date) we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

Yours sincerely,

Managing Director/Head of the firm/Authorised Representative of the firm + \*

Name of the firm  
Address

\*Lead Member in case of JV

**APPENDIX B-2 : COMMENT AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON SERVICES AND FACILITIES TO BE PROVIDED BY THE MUNICIPAL CORPORATION, BATHINDA**

On the Terms of Reference (not more than one page):

- 1.
- 2.
- 3.
- 4.
- ....

On the services and facilities to be provided by the Municipal Corporation, Bathinda

(not more than one page)

- 1.
- 2.
- 3.
- 4.
- ....

**APPENDIX B-3 : APPROACH PAPER ON METHODOLOGY AND WORK  
PLAN FOR PERFORMING THE ASSIGNMENT**

(not more than six pages)



**APPENDIX B-4 : COMPOSITION OF THE TEAM PERSONNEL, AND TASK(S) OF EACH TEAM MEMBER**

1. Technical/Managerial Staff

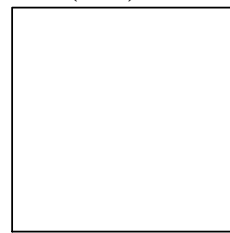
| Sl. No. | Name | Position | Task |
|---------|------|----------|------|
| 1       |      |          |      |
| 2       |      |          |      |
| 3       |      |          |      |
| 4       |      |          |      |
| -       |      |          |      |
| -       |      |          |      |

2. Support Staff

| Sl. No. | Name | Position | Task |
|---------|------|----------|------|
| 1       |      |          |      |
| 2       |      |          |      |
| 3       |      |          |      |
| 4       |      |          |      |
| -       |      |          |      |
| -       |      |          |      |

**APPENDIX B-5 : FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position : .....  
 Name of Firm :.....  
 Name of Staff :.....  
 Profession : .....  
 Date of Birth :  
 Years with Firm/Entity :..... Nationality :.....  
 Membership of Professional Societies :.....  
 Detailed Task Assigned :.....



| S.No | Name of Employer | Post Held | Project Name | Period |    | Assignment in the Project | Client of the project | Remark |
|------|------------------|-----------|--------------|--------|----|---------------------------|-----------------------|--------|
|      |                  |           |              | From   | To |                           |                       |        |
|      |                  |           |              |        |    |                           |                       |        |
|      |                  |           |              |        |    |                           |                       |        |

**Education :**

[Summarise college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page.]

**Key Qualifications :**

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

**Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organizations, titles of positions held and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]

**Languages:**

[For English language indicate proficiency : excellent, good, fair, or poor; in speaking, reading, and writing]

**Summary of Qualification & Experience vis-à-vis the requirements as per TOR**

| Requirements as per TOR (Enclosure-B) | Possessed by the Staff Member | Break-up of experience       |                     |
|---------------------------------------|-------------------------------|------------------------------|---------------------|
|                                       |                               | Brief Description of Project | Man-months provided |
|                                       |                               |                              |                     |

**Certification by the Candidate**

I, the undersigned, (Name and Address) undertake that this CV correctly describes myself, my qualifications and my experience and Municipal Corporation, Bathinda would be at liberty to debar me if any information given in the CV, in particular the Summary of Qualification & Experience vis-à-vis the requirements as per TOR is found incorrect. I further undertake that I have neither been debarred by Municipal Corporation, Bathinda/or any other govt. department nor left any assignment with the consultants engaged by Municipal Corporation, Bathinda / contracting firm (firm to be supervised now) for any continuing work of Municipal Corporation, Bathinda without completing my assignment. I will be available for the entire duration of the current project (named.....). If I leave this assignment in the middle of the work, Municipal Corporation, Bathinda would be at liberty to debar me from taking any assignment in any of the Municipal Corporation, Bathinda or Local Govt. Punjab works for an appropriate period of time to be decided by Municipal Corporation, Bathinda. I have no objection if my services are extended by Municipal Corporation, Bathinda for this work in future.

I further undertake that if due to my inability to work on this project due to unavoidable circumstances, due to which consultant’s firm is forced to seek replacement. In such unavoidable circumstances, I shall not undertake any employment in Municipal Corporation, Bathinda projects during the period of assignment of this project and Municipal Corporation, Bathinda shall consider my CV invalid till such time.

For Key Personnel having intermittent inputs, add the following:

I further certify that I am associated with the following assignments as on date (as on 7 days prior to due date for submission of proposal) including those for which LOA has been received by the firm and the inputs in these assignments shall not affect the work of the current assignment.

| Name of Assignment | Client | Date of LOA | Likely start (Month / Year) | Likely end (Month / Year) | Total input of the person (man-months) |
|--------------------|--------|-------------|-----------------------------|---------------------------|--|
|                    |        |             |                             |                           |  |

.....  
 (Signature of Key Personnel)

Date  
 (Day/Month/Year)

**Certification by the firm**

The undersigned on behalf of ----- (name of consulting firm) certify that the qualification and experience details of Shri ----- (name of the proposed personnel and address) as described in the CV has been checked and found to be correct. It is also certified that Shri----- (name of proposed personnel) to the best of our knowledge has neither been debarred by Municipal Corporation, Bathinda nor left his assignment with any other consulting firm engaged by Municipal Corporation, Bathinda Contracting firm (firm to be

supervised now) for the ongoing projects. We understand that if the information about leaving the past assignment is known to Municipal Corporation, Bathinda would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by Municipal Corporation, Bathinda.

..... Date : .....  
(Day/Month/Year)

[Signature of authorized representative of the Firm]

Note:-

- a) Personnel is to affix his recent photograph on first page of CV.
- b) Complete address and phone number of the Personnel is to be provided.
- c) Document for proof of age is to be enclosed.
- d) Document for proof of qualification is to be enclosed.
- e) Age of the personnel shall not be more than as specified.
- f) Experience Certificates from Employers to be attached. In case the experience certificates are not attached, the concerned firm will give an affidavit to the Authority to the effect that they are duly responsible for the details submitted by the m in the CVs.

**APPENDIX B-6: TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

**A. Activity Schedule**

| Sl. No | Name | Position | Monthwise Program (in form of Bar Chart)<br>[1 <sup>st</sup> , 2 <sup>nd</sup> , etc. are months from the start of assignment] |                 |                 |                 |                 |                 |                 |                 |                 |                  |                  |  | Number of Months |
|--------|------|----------|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|------------------|--|------------------|
|        |      |          | 1 <sup>st</sup>  | 2 <sup>nd</sup> | 3 <sup>rd</sup> | 4 <sup>th</sup> | 5 <sup>th</sup> | 6 <sup>th</sup> | 7 <sup>th</sup> | 8 <sup>th</sup> | 9 <sup>th</sup> | 10 <sup>th</sup> | 11 <sup>th</sup> | 12 <sup>th</sup> and subsequent months |                  |
| 1      |      |          |  |                 |                 |                 |                 |                 |                 |                 |                 |                  |                  |  | Subtotal (1)     |
| 2      |      |          |  |                 |                 |                 |                 |                 |                 |                 |                 |                  |                  |  | Subtotal (2)     |
| 3      |      |          |  |                 |                 |                 |                 |                 |                 |                 |                 |                  |                  |  | Subtotal (3)     |
| 4      |      |          |  |                 |                 |                 |                 |                 |                 |                 |                 |                  |                  |  | Subtotal (4)     |

**APPENDIX B-7 : ACTIVITY (WORKS) SCHEDULE**

**A. Activity Schedule**

| Sl. No | Item of Activity (Works) | Monthwise Program (in form of Bar Chart)<br>[1 <sup>st</sup> , 2 <sup>nd</sup> , etc. are months from the start of assignment] |                 |                 |                 |                 |                 |                 |                 |                 |                  |                  |                  |
|--------|--------------------------|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|------------------|------------------|
|        |                          | 1 <sup>st</sup>  | 2 <sup>nd</sup> | 3 <sup>rd</sup> | 4 <sup>th</sup> | 5 <sup>th</sup> | 6 <sup>th</sup> | 7 <sup>th</sup> | 8 <sup>th</sup> | 9 <sup>th</sup> | 10 <sup>th</sup> | 11 <sup>th</sup> | 12 <sup>th</sup> |
| 1      |                          |  |                 |                 |                 |                 |                 |                 |                 |                 |                  |                  |                  |
| 2      |                          |  |                 |                 |                 |                 |                 |                 |                 |                 |                  |                  |                  |
| 3      |                          |  |                 |                 |                 |                 |                 |                 |                 |                 |                  |                  |                  |
| 4      |                          |  |                 |                 |                 |                 |                 |                 |                 |                 |                  |                  |                  |

**B. Completion and Submission of Reports**

| S.No | Reports  | Programme : (Date) |
|------|--|--------------------|
| 1    | Monthly reports (Design and Construction)  |                    |
| 2    | Quarterly Reports  |                    |
| 3    | Various others reports as provided in the Concession Agreement such as Completion Report |                    |

**SECTION 5: FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL.**

**Appendix C-1** Financial proposal submission form

**Appendix C-2** Summary of costs

**Appendix C-3** Breakdown of local currency costs

**Appendix C-4** Breakdown of foreign currency cost.

**APPENDIX C-1 : FINANCIAL PROPOSAL SUBMISSION FORM**

FROM : (Name of Firm)

TO :

Commissioner,  
Municipal Corporation, Bathinda.

Subject :

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of [\_\_\_\_\_]  
[Amount in words and figures]. This amount is exclusive of the local taxes which we have estimated at (Amount in Words and Figures).

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commission and gratuities, if any, paid or to be paid by us to agents relating to this proposal and contract execution, if we are awarded the contract, are listed below:

| Name and Address of Agents | Amount and Currency | Purpose of Commission or Gratuity |
|----------------------------|---------------------|-----------------------------------|
| .....                      | .....               | .....                             |
| .....                      | .....               | .....                             |

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

We remain,

Yours sincerely,

Managing Director/Head of the firm/Authorised Representative of the firm\*

Name \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ firm  
Address \_\_\_\_\_

\*Lead Member in case of JV



**APPENDIX C-2 : BREAKDOWN OF COSTS****I. REMUNERATION FOR LOCAL PROFESSIONAL STAFF**

| No. | Position   | Name | Year 1-4 |                    |        |
|-----|--|------|----------|--------------------|--------|
|     |  |      | Rate     | No. of man-months* | Amount |
|     | Key Personnel (Professional Staff)                     |      |          |                    |        |
| 1   | Team Leader  |      |          | 12                 |        |
| 2   | Subject Matter Expert in Solid Waste Management Sector |      |          | 3                  |        |
| 3   | Expert in Waste Water/ Leachate Treatment Plant Design |      |          | 3                  |        |
| 4   | Project Manager  |      |          | 12                 |        |
| 5   | Project Engineer                                       |      |          | 12                 |        |
| 6   | Quality Manager  |      |          | 3                  |        |
|     | <b>Sub Total</b>                                       |      |          | 45                 |        |

\*The man-month against each key personnel/sub - professional shall be same as specified in Enclosure A of TOR

## **SECTION 6: TERMS OF REFERENCE FOR INDEPENDENT ENGINEER**

### 1 Scope

- 1.1 These Terms of Reference for the Independent Expert (The “TOR”) are being specified pursuant to the Concession Agreement dated 23.11.2011 (the “Agreement”), which has been entered into between the Authority and M/s JITF Urban Waste management Bathinda Ltd. (the “Concessionaire”) for Development, Construction, Operation and Maintenance of an Integrated Municipal Solid Waste Management Project for Bathinda Cluster in Punjab through Public Private Partnership (PPP) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.
- 1.2 This TOR shall apply to Development, Construction, Operation and Maintenance of an Integrated Municipal Solid Waste Management Project for Bathinda Cluster in Punjab.

### 2 Definitions and interpretation

- 2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, mutatis mutandis, to this TOR.

### 3 Role and functions of the Independent Engineer

- 3.1 The role and functions of the Independent Engineer shall include the following:
  - I. Independent Expert in consultation/with information to Project Engineer shall inspect, test, verify, report, confirm and certify the Project works being undertaken by the Concessionaire to meet the compliance, Specifications and Standards as per provision under this Agreement.
  - II. Independent Expert in consultation/with information to Project Engineer shall finalize the Scheduled Construction Completion Dates with the Concessionaire
  - III. Independent Expert in consultation/with information to Project Engineer shall monitor the commencement of CT&D operations in MSW Supply Area with effect from Compliance Date-CT&D; and shall certify the percentage of Waste Generators covered by the Concessionaire in MSW Supply Area for the purposes of the target schedule provided under Annexure 17 (Concession Agreement). Based on such certification by Independent Expert the levy of the penalties shall be decided in accordance with Annexure 18 (Concession Agreement).

- IV. Independent Expert in consultation/with information to Project Engineer shall ensure timely completion of Construction Work of the Project Facilities in all respects and in accordance with the provisions of this Agreement.
- V. Independent Expert in consultation/with information to Project Engineer shall review the Detailed Engineering Design and conduct Tests for civil or other engineering work to check the quality & soundness of the work carried out by the Concessionaire relating to the Project.
- VI. Independent Expert in consultation/with information to Project Engineer shall have the right to inspect the Site, Works, services, goods, materials, books and documents etc. of the Concessionaire, take samples, conduct or cause performance of tests and meet the Concessionaire's personnel and advisors in relation to the Project.
- VII. Independent Expert in consultation/with information to Project Engineer shall have the right to inspect the Project Facility, the documents, accounts, papers, data, books and relevant matters relating to the implementation of the Project to witness and observe the status and functioning of the Facility and to confirm compliance of the Concessionaire with the provisions of this Agreement
- VIII. Independent Expert in consultation/with information to Project Engineer shall inform the Concessionaire about any defects, discrepancies which needs to be rectified and about delay in Scheduled Construction Completion dates, if any. In case Concessionaire fails to rectify or correct any of the defects, discrepancies notified by Independent Expert and fails to achieve Scheduled Construction Completion dates and COD of Project Facility, Independent Expert in consultation/with information to Project Engineer shall inform, serve notice and penalize for Liquidity Damages if any to the Concessionaire.
- IX. Upon issuance of Construction Completion notice by Concessionaire in respect of the Processing Facilities, Independent Expert in consultation/ with information to Project Engineer shall give Project Facilities Completion Certificate that all Project Facilities have been constructed in accordance with the Standards & Specification and per provisions of this Agreement
- X. At least 30 (thirty) days before the likely completion of the construction of Processing Facilities and Sanitary Landfill Facility or the Project Facilities, as the case may be, the Concessionaire shall notify the same in writing to the Independent Expert, and the Concessioning Authority of its intention to conduct the Tests for completion of the Construction Works. Such notice will set out the place, date and time when such Tests will

be performed (which shall not be on a date which is earlier than 10 (ten) days following the date of such notice and at least 7 (seven) days in case of any subsequent Tests or retests). The Concessioneing Authority shall have the right to attend such Tests. The Independent Expert shall attend such Tests with a view to determining whether completion of construction has occurred.

- XI. Within 1 (one) month from the date of inspection in accordance with sub-clause (a) above, the Independent Expert shall issue a Provisional Certificates, upon successful completion of the Tests of the Processing Facilities and/or Project Facilities and Sanitary Landfill Facility, as the case may be (“Processing & Disposal Facilities Completion Certificate” and “Project Facilities Completion Certificate” respectively). Provided, that Project Facilities Completion Certificate shall be issued no later than 15 days from the date of issuance of the Processing & Disposal Facilities Completion Certificate. The aforesaid Provisional Certificates shall certify that the Processing Facilities/Project facilities can legally, safely and reliably be applied for commercial operations. The incompleteness of any particular work or things forming part of the Commercial Facilities (being within the Scope of Works) but which do not, in any manner whatsoever, affect the safety or commercial operations of the Project in any material respect (the “Punch List Items”) may be temporarily disregarded by the Independent Expert at its for the limited purpose of issuance of the said Provisional Certificate. The Punch List Items shall be appended to the Provisional Certificate signed jointly by the Independent Engineer/Consultant as the case may be, and the Concessionaire. All Punch List Items shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate. The Concessionaire may commence Commercial Operations of the Processing Facilities and Sanitary Landfill Facility and Project Facilities on the date of issuance of Processing & Disposal Facilities Completion Certificate and Project facilities Completion Certificate respectively (such date are referred as “COD-P&D” and “COD-CTP&D” respectively).
- XII. The Concessionaire shall complete or cause to be completed the Punch List Items appended to the Provisional Certificates within a period of 90 (ninety) days from the date of issue of the Provisional Certificates and, upon completion thereof, the Concessionaire shall notify the Independent Expert. The Independent Expert shall, within 7 (seven) days of receipt of such notice, inspect the Processing & Disposal Facilities/Project Facilities and issue the Completion Certificate, with a copy marked to the Concessioneing Authority, to confirm completion of such Punch List Items. The Completion Certificate shall specify the date on which, in the Independent Engineer/ Consultant, reasoned opinion, all parts of the Construction Works of Processing Facilities/Project Facilities reached completion.
- XIII. In the event of the Concessionaire’s failure to complete the Punch List items within the said stipulated period of 90 (ninety) days from the date of issue of the Provisional Certificates, the Concessioneing Authority may, without prejudice to any other rights or remedy available to it under this Agreement or at law, have such items completed at the risk and costs of the Concessionaire. The Concessionaire shall reimburse to Concessioneing Authority on demand the entire costs incurred by the Concessioneing Authority in completing the Punch

List Items.

- XIV. If the Independent Expert certifies to the Parties that it is unable to issue the Completion Certificate or Provisional Certificates because of events or circumstances which excuse the performance of the Concessionaire's obligations in accordance with this Agreement and as a consequence thereof the Tests could not be held or had to be suspended, the Concessionaire shall re-schedule the Tests and hold the same as soon as reasonably practicable.
  - XV. The Concessionaire shall bear all the expenses relating to Tests under this Agreement. Provided, however, if the Concessioneing Authority requires the Concessionaire to conduct any Test that is not specified in this Agreement, the Concessioneing Authority shall forthwith reimburse to the Concessionaire the expenses incurred by the Concessionaire thereon.
- 3.2 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

**8 Determination of costs and time**

- 8.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
  - 8.2 The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.
- 9 Assistance in Dispute resolution
- 9.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.
  - 9.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.
- 10 Other duties and functions
- The Independent Engineer shall perform all other duties and functions specified in the Agreement.
- 11 Miscellaneous

- 11.1 The Independent Engineer shall notify its programme of inspection to the Project Engineer and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.
- 11.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.
- 11.3 The Independent Engineer shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to the Authority along with its comments thereon.
- 11.4 The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.
- 11.5 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in micro film form or in such other medium as may be acceptable to the Authority.

## **12. PERFORMANCE CLAUSE**

Independent Engineers shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the Concession Agreement and other schedules. Any failure of the Independent Consultant in notifying to Municipal Corporation, Bathinda and the Concessionaire on non-compliance of the provisions of the Concession Agreement and other schedules by the Concessionaire, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

The Independent Engineer shall appoint its authorized representative, who shall issue on behalf of the IE, the Provisional Completion Certification and Completion Certificate along with the Team Leader and shall carry out any such task as may be decided by Municipal Corporation, Bathinda. The IE shall take prior approval of Municipal Corporation, Bathinda before issuing Provisional Completion Certification and Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

**13. CONSULTANT'S PROPOSAL**

13.1 List of key personnel to be fielded by the Consultants shall be as below:

- i. Team Leader
- ii. Subject Matter Expert in Solid Waste Management Sector
- iii. Expert in Waste Water/ Leachate Treatment Plant Design
- iv. Project Manager
- v. Project Engineer
- vi. Quality Manager

13.2 Broad job-description and minimum qualification for key personnel mentioned above is enclosed as Enclosure-B. However, higher marks shall be accorded to the Candidate with higher relevant qualification and experience. The Consultant should feel free to submit their proposal on the basis of the man- months which they consider to be necessary to undertake the assignment. All the CV's of the personals mentioned in Para 5.3 (iii) of Data Sheet shall be evaluated at the time of evaluation of technical proposal. The age of the Key Personnel should not be more than 60 years on the date of submission of proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorised signatory for the Consultant. The key personnel shall also certify at the end of their bio-data proforma that they have not left any of the Government works without completing of their assignment and have not accepted any other offer at the time of signing of the bio-data and as such shall be available to work with the Independent Consultant, if the Project is awarded. In case the key personnel leaves the assignment without approval of Commissioner, Municipal Corporation, Bathinda would be at liberty to take any appropriate action against that key personnel including debarment.

13.3 In addition to above, consultants are required to propose other key personnel, sub-professional staff and other field engineers as detailed in Enclosure-A and the minimum qualification requirements for the same is enclosed in Enclosure-B.

**14. PERIOD OF SERVICES**

14.1 The services of an Independent Engineer will be in phases as per Contract / Concession Agreement.

14.1.1 The appointment of the Independent Engineer shall initially be as per details given below.

| Period of service (in months) | Construction period (in months) | Development & O&M/Commissioning period (in months) |
|-------------------------------|---------------------------------|--|
| 15                            | 12                              | 3  |

The proposed manpower deployment for this period shall be matching the activities to be performed during the said period. The time frame for services during the deployment of key personnel during this period shall be as shown in Enclosure A.

**15. PERFORMANCE SECURITY**

The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 5% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 18 months i.e. upto 3 months beyond the expiry of the Contract of 15 months. The BG shall be in the format specified in Appendix J of draft contract form and furnished from a Nationalized Bank / Any Scheduled Commercial Bank approved by RBI.

Enclosure -A

**MAN - MONTHS INPUT FOR KEY PROFESSIONAL STAFF INDEPENDENT ENGINEERS**

| S. No. | Key Personnel  | Man-month in construction period of 12 months | Man-month in development and 3 months O&M period |
|--------|--|---|--|
|        | <b><u>A: Key Personnel</u></b>                         |   |  |
| 1      | Team Leader  | 12  | 0  |
| 2      | Subject Matter Expert in Solid Waste Management Sector | 3   | 0  |
| 3      | Expert in Waste Water/ Leachate Treatment Plant Design | 3   | 0  |
| 4      | Project Manager  | 12  | 0  |
| 5      | Project Engineer                                       | 12  | 0  |
| 6      | Quality Manager  |   | 3  |
|        | Sub Total  | <b>42</b>                                     | <b>3</b>   |
|        | Total for Construction and O&M                         | <b>45</b>                                     |  |



Enclosure B

**QUALIFICATION OF KEY PERSONNEL****TEAM LEADER**

This is the senior most position and the expert engaged as the team leader shall be responsible for reviewing the entire Project preparation and implementation activities of the Concessionaire. He shall check all the Designs being prepared by the Concessionaire, ensure execution of Works on site as per specification and standards, and continuously interact with the Local Government Department Punjab and the Concessionaire till the full implementation of the project as depicted in the Concession agreement. He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. The candidate shall be responsible to perform as per the scope of Independent expert as mentioned at Annexure 11 of Concession Agreement. The candidate is required to be a Senior Environment Engineer/Civil Engineer, who should have a proven record of supervising, organizing and managing of construction of Solid waste Processing projects and also of Project preparation of large magnitudes, as defined below, financed by international lending agencies and others. Knowledge of Project management shall be an added advantage.

He should have the following qualification / experience.

**(1) Essential Qualifications.**

- (a) Graduate in Civil Engineering/ Environment Engineering from recognized university.
- (b) Total Professional Experience of 15 years.
- (c) At least 5 years experience in Solid waste Processing projects.
- (d) He should have handled as Team Leader/Project Manager or similar capacity of at least two projects in construction of Solid waste Processing projects /Construction Supervision / IC involving 300 TPD Solid waste Processing projects costing more than Rs.300 million
- (e) He should have handled as Team Leader or similar capacity of at least two Projects of Solid waste management project. Preparation of major Solid waste management Project of 300 TPD costing more than Rs. 100 million.
- (f) Experience in Operation and Maintenance of Solid waste management Projects.

**(2) Preferential Qualifications.**

- (a) Post Graduate Degree in Environment Engineering.
- (b) Solid Waste Processing Projects taken up under PPP.
- (c) Degree/Diploma/Certificate in Project Management

Note: (1) Similar Capacity includes the following positions

- i) On behalf of Consultant: Team Leader / Resident Engineer (Construction Supervision/IE).
- ii) On behalf of Contractor: Project Manager (Construction/ Construction Supervision)
- iii) In Government Organizations: Superintending Engineer (or equivalent) and above

(2) Only those projects will be considered for evaluation at Sl. No. 1(d), 1(e) & 1(f) above, where the input of the personnel is one year, 6 months and 6 months respectively.

### **Subject Matter Expert in Solid Waste Management Sector**

The Subject Matter Expert in Solid Waste Management Sector shall be responsible for checking the designs of proposed waste Processing facility and engineered landfill facility and any other structure to be constructed in the Project. Designed Plant capacity should be adequate to process MSW throughout Concession period of 25 years. Subject Matter Expert in Solid Waste Management Sector shall review the Detailed Engineering Design and conduct Tests for civil or other engineering work to check the quality & soundness of the work carried out by the Concessionaire relating to the Project. All designs shall be approved such as all the emissions are within prescribed limits of CPCB/PPCB/ MoEF. His expertise shall include computer aided design methods for Civil/Structural Engineering/Mechanical Engineering with particular reference to Structural design/Machine Design.

He should have the following qualification / experience.

#### **(1) Essential Qualifications.**

- (a) Graduate in Civil /Mechanical Engineering from a recognized University.
- (b) Professional Experience of 12 years in Structure/Machine Design.
- (c) 8 years out of total 12 years experience in similar capacity for design of major industrial structures.
- (d) Experience of designing of 4 major industries.

#### **(2) Preferential Qualifications.**

- (a) Post Graduate Degree in Structural Engineering.
- (b) Experience of industrial structures Work in other countries.
- (c) Design experience of major industrial structures including chimneys.
- (d) Experience in environment related projects with use of Computer aided software.

### **Expert in Waste Water/ Leachate Treatment Plant Design**

Shall review and check the designs of proposed Waste Water/ Leachate Treatment Plant Design of Processing facility and engineered landfill facility and any other structure to be constructed in the Project. He shall review/design of Waste Water/ Leachate Treatment Plant Design of Processing facility and engineered landfill facility so that all residue material have all environmental parameters within the limits prescribed by CPCB/PPCB/ MoEF. He shall also study and comment on safety audit report prepared by the Concessionaire.

He should have the following qualification / experience.

#### **(1) Essential Qualifications.**

- (a) Graduate in Civil Engineering/Environment Engineering from recognized University.
- (b) Total Professional Experience of 12 years.
- (c) 5 years experience (out of total 12 years) shall be as Expert in Waste Water/ Leachate Treatment Plant Design on Major Industrial Projects of similar nature.
- (d) Experience of Safety Aspect during various phases i.e. pre -construction, design/development/ construction stage, safety audit & studies of Industrial Projects from environmental point.

#### **2) Preferential Qualifications.**

- (a) Post Graduate Degree in Environment Engineering.

**Project Manager**

The Project Manager shall be responsible for supervising the works of Processing facility and Engineered landfill facility to be constructed by the Concessionaire for this project at site. He will ensure satisfactory commissioning of the project. Project Manager shall ensure timely completion of Construction Work of the Project Facilities in all respects and in accordance with the provisions of this Agreement. He will ensure satisfactory running of Processing Plant and Engineered landfill facility at least for 90 days after its commissioning. He will ensure that all PPCB/CPCB/MoEF guidelines/ instructions/ Rules/Manuals are adhered to during construction and operational phase of the project. Project Manager in consultation/with information to Project Engineer shall monitor the commencement of CT&D operations in MSW Supply Area with effect from its Appointment Date-CT&D; and shall certify the percentage of Waste Generators covered by the Concessionaire in MSW Supply Area for the purposes of the target schedule provided under Annexure 17. Based on such certification by Independent Expert the levy of the penalties shall be decided in accordance with Annexure 18.

He should have the following qualification / experience.

**(1) Essential Qualifications.**

- (a) Graduate in Civil Engineering from a recognized University.
- (b) Professional Experience of 12 years in supervision of Industrial/Environment Projects.
- (c) Should have handled at least 2 major projects.

**(2) Preferential Qualifications.**

- (a) Post Graduate Degree in Civil Engineering.
- (b) Experience of Environment/Industrial Project of Construction / Construction Supervision / IC on PPP Mode

**PROJECT ENGINEER**

The Project Engineer shall be responsible for supervising the works of Processing facility and Engineered landfill facility to be constructed by the Concessionaire for this project at site. The Project Engineer shall review the test results and strength characteristics and suitability of construction material for using them in construction. He shall inspect the Concessionaire's field laboratories to ensure that they are adequately equipped and capable of performing all the specified testing requirements of the contract. He shall look into the quality assurance aspect of the construction works and supervise the setting-up of Processing Plant and Engineered landfill site. He will ensure satisfactory commissioning of the project. Project Engineer shall ensure timely completion of Construction Work of the Project Facilities in all respects and in accordance with the provisions of this Agreement. He will ensure satisfactory running of Processing Plant and Engineered landfill facility at least for 90 days after its commissioning. He will ensure that all PPCB/CPCB/MoEF guidelines/ instructions/ Rules/Manuals are adhered to during construction and operational phase of the project.

He should have the following qualification / experience.

**(1) Essential Qualifications.**

- (a) Graduate in Civil Engineering from a recognized University.
- (b) Professional Experience of 12 years.
- (c) 8 years experience in Construction/Construction Supervision of Industrial/Environment Projects.
- (d) Experience in similar capacity in supervision of 2 Major Industrial/Environment Projects .

**2) Preferential Qualifications.**

- (a) Post Graduate Degree in Environment/Structural Engineering.
- (b) Diploma in construction management

**QUALITY MANAGER**

The Quality/Material Expert shall review the lab test results carried out by the concessionaire on MSW collected, RDF/Compost made/leachate collected and treated/ ground water quality/air quality/soil quality and monitor all the emissions during processing of the waste. He shall ensure that various environmental parameters remain within the prescribed norms of CPCB/PPCB/MoEF during the operations of the Processing plant/Engineered landfill site. He shall suggest remedial measures for making the processed products useful.

He should have the following qualification / experience.

**(1) Essential Qualifications.**

- (a) Graduate in Civil Engineering/Environment Engineering from a recognized University.
- (b) Professional Experience of 12 years in Environment management projects.

**2) Preferential Qualifications.**

- (a) Post Graduate Degree in Environment Engineering.
- (b) International experience in the field of Environment management projects.

