

**Punjab Dyers Association
Ludhiana**

REVISED

TENDER DOCUMENT

**For the
“Project Management Consultant for Construction of Common
Effluent Treatment Plants and cluster utilities”
Includes
Technical Consultancy and Financial Advisory Services
at
Tajpur Road & Village Bhattian, in Ludhiana**

May, 2010

**24, Navrattan Complex, Near Chawla Furniture, Cheema Chowk,
Ludhiana, Punjab.
Tel: 0161-3027418, Fax: 0161-3017453, email : punjabdyers@gmail.com**

Contents

Section 1	Instructions to Bidders
Section 2	Forms for Technical Proposal
Section 3	Price Schedule
Section 4	Details of Existing Industries

SECTION – 1
INSTRUCTIONS TO BIDDERS

SECTION – 1

Instructions to bidders

1.1 Introduction

Punjab Dyers Association (hereinafter known as the **Association**) invites bids for Project Management Consultant for Construction of Common Effluent Treatment Plants and cluster utilities” Includes Technical Consultancy and Financial Advisory Services at Tajpur Road & Village Bhattian, in Ludhiana and the successful bidder(hereinafter known as **Consultant**)

Purpose & objective

1. The Association plans to implement:
 - a) A new 112 MLD CETP to treat the trade effluent so as to bring down the same within the limits prescribed by Punjab Pollution Control Board at Tajpur Road, Ludhiana and to be ultimately utilized for irrigation.
 - b) A new 38 MLD CETP to treat the trade effluent so as to bring down the same within the limits within limits prescribed by Punjab Pollution Control Board at village Bhattian, Ludhiana and to be utilized for irrigation.
2. The Association is aiming at bringing the best available technology which has already been successfully put to actual use.

The Association invites bids from eligible Consultants for providing Technical Consultancy and Financial Advisory services for the facilities as listed in a) and b) above.

1.2 Tender Time Schedule

Those Consultants who comply with the minimum qualifications, mentioned below in para 1.3, may submit their Bid to the Association at the address and scheduled dates given as under

Bid Documents to be obtained from and to be submitted to	General Manager. District Industries Centre, Ludhiana Industrial Estate Ludhiana Tel: 0161-2532052- Fax No.0161-2534558 bvishav@yahoo.co.in
Documents Sale dates & Timings	Till 7 th June 2010 Monday to Friday During working hours 10 am to 5 pm.
Pre-bid Conference	11 th June 2010 at 11.00 am at committee room of Udhoyg Bhawan, Sector 17, Chandigarh
Last date for receipt of Bid documents	22 nd June 2010 Upto 05.00 pm in the office of the GM ,DIC Ludhiana
Date and time of opening of Technical bids	23 th June at 11 .00 am, in the office of the GM , DIC Ludhiana.
Opening of Financial Bid: Date & Time	After evaluation of Technical Bids and discussions if any. Exact date and time shall be intimated to the qualified bidders.
Cost of Bid Documents (Not refundable)	Rs. 10000/- (Rupees Ten thousand only) by Demand Draft favoring Punjab Dyers Association and payable at Ludhiana
Registration Money (Refundable)	Rs. 5,00,000/- (Rupees five lakh) by Demand Draft and payable at Ludhiana on scheduled commercial bank favoring Managing Director, Punjab Dyers Association Payable at Ludhiana

1.3 Qualification Requirements

Eligibility criteria

(a) Technical

The Consultant shall have rendered technical and project management consultancy services and financial advisory services for

1. At least one CETP project involving textile effluents of not less than 10 MLD installed capacity and aggregate installed capacity of CETP capacity in the range of 50-125 MLD.
2. The installed capacity of 50 to 125 MLD can come out of a single CETP or multiple CETPs from one cluster or from different clusters.
3. All these CETPs should have been constructed in the last seven years reckoned from April 1, 2003 to March 31, 2010

(b) Financial

1. Shall have experience in financial advisory services for at least one CETP project in last five years of value not less than Rs. 20 crores including the project structuring and arranging of fiancé and financial closure for the project in the form of debt / equity / IIUS/ Govt. grant funding.
2. Net worth of the company as on March 31, 2010 shall be at least Rs. 30 crores.
3. Average annual turnover of the company for the last three years shall not be less than Rs. 20 Crores.

Bidder shall furnish certificates from their Association / Client on the letterhead in the prescribed format along with copy of orders, completion certificate and latest satisfaction certificate in support of the above qualification criteria. These documents must be submitted along with the "Technical Bid".

Any false statement shall result in out-right rejection of the bid and cancellation of contract if detected during the course of finalization of bid or after the award of contract

The employees proposed for this work will be on roll of the firm. No person will be allowed who are working on part time basis.

Staff should know local language.

Bidders should have project development experience on PPP basis.

The bidder shall submit a certificate that they have never been blacklisted.

(c) Scope of Work

The Consultant should have a proven track record of providing end to end solutions. The scope of performance shall have been as follows but not limited to.

- a) Field investigation studies through door to door survey of the units for which CETP are being developed in order to ascertain the quantity being discharged by these SMEs, topographic survey for effluent collection system and representative random sampling of the effluent to know the characterization of effluents being generated by these SMEs. Geotechnical survey of the selected CETPs sites would be part of field investigation by the consultant.
- b) Best available technology based on advanced biological treatment to be selected to bring the various pollutants within the limits prescribed by Punjab Pollution Control board and to meet the following parameters :

TABLE

S. No.	Parameter	Concentration(mg/l except pH,SAR & Bio-assay)
1	pH	6.5-8.5
2	TSS	20
3	BOD(3DAYS AT 27	10
4	COD	50
5	TDS	2100
6	Oil & Grease	Nil
7	Total Chromium	NIL
8	Phenolic Compounds	NIL
9	Sulphide	0.01
10	Bio –assay	90% survival of fish after 96 hours of 100% effluent
11	SAR	3

- c) Preparation of DPR, as per guide lines of GOI.
- d) Assistance in approval of DPR from GOI.
- e) Project structuring and financial advisory services,
- f) Design of the Common Effluent Treatment Plant including pretreatment, secondary treatment system,
- g) Technical assistance in obtaining financial grants/subsidy from State/Central Govt

- h) Preparation of Bid document and Bid process management,
- i) Technical assistance in obtaining environmental clearance,
- j) Implementation supervision including quality control during construction period
- k) The consultant is required to support the PDA for O&M at least for two years after commissioning of CETP on retainership basis. Terms for the engagement for retainership are to be decided mutually.
- l) Support for Environment Impact Assessment.
- m) Preference will be given to the bidder who proposes to furnish the work earlier.

1.4 Joint Ventures / Collaborations /Consortia

Joint ventures or collaborations or consortia are not permitted in this tender.

However the experience of associates/group companies/holding/subsidiary companies shall be taken for compliance of eligibility criteria. The 'Associates/group companies' means companies in which the Bidder or its parent or subsidiary holds not less than 26% of equity directly or indirectly

Scope of Work

The broad scope of the work covers three phases, as follows:

PHASE 1

- a) Preparation of base project documentation for preliminary evaluation including a door-to-door questionnaire survey for units in clusters & scattered in and around Tajpur Road/ village Bhattian to include a) name b) location, c) process d) quality of effluent discharged and e) point of discharge by such units.
- b) Undertake random collection of samples from member units of the association to find out representative character of the effluent and get such samples tested in a laboratory recognized under the Environment Protection Act.
- c) Undertake a topographical survey of the area and provide guidelines for the laying of collection pipes for collecting of effluent from individual units to the CETP

- d) Assist the Association in arranging resources for project implementation from various resources including funds from the Central/ State governments.
- e) Evaluation of the proposed CETP sites and furnishing of recommendations and geotechnical report for the selected location
- f) Preparation of a Detailed Project Report (DPR) to the Association and other documentation for finalizing the contours of the project including appropriate technology and methodology of treatment. The DPR shall also include the proposal and estimate for introducing up gradation-cum-water conservation measures of textile operations. Recommendations for solid waste management shall also be included. The DPR shall also present the options and recommendations for project structuring options, financing pattern, capital and operating cost estimates and tariff proposals for the individual textile units for O&M of the CETPs for long term basis.
- g) Preparation of rapid EIA report in compliance with EIA notification 2006.

PHASE 2

1. After completion of phase-I, the consultant shall formulate a project proposal to render technical service starting from preparation of tender documents, assistance in tendering by the Association, evaluation of tender bids, selection of executing consultant, issue of Letter of Intent (LOI), Implementation and setting up of the CETP by the selected consultant at Tajpur Road and village Bhattian Ludhiana in cooperation and contribution from the Association
2. The role of Consultant as technical agency includes:-
 - Providing process design and general operating procedures for the CETP so that the treated waste water from CETP would confirm to all parameters as per environmental rules 1996 if it is implemented, constructed, operated and maintained accordingly.
 - Preparation of tender document (3 cover system) for two CETPs with approximately: 112 MLD capacity at Tajpur Road and approximately 38 MLD capacity at village Bhattian respectively, Ludhiana and laying of sewerage pipes and providing guidelines to call for tenders.

-
- Scrutinize the pre- qualification applications forms showing listed tenderers in cooperation with Association and Project Steering Committee.
 - Technical evaluation of short listed tenders.
 - Scrutinize the price bids of the short listed tenderers and recommend for final selection in cooperation with Association, and Project Steering Committee.
 - Preparation of draft Letter of Intent (LOI) and draft agreement for execution of the approximately 112 MLD capacity and approximately 38 MLD capacity CETPs at Tajpur Road and Village Bhattian respectively.
3. Assist in reimbursement of funds from central / State govt and financial agency, as may be available from the State or Central governments.
 4. Assist the Association in getting necessary approvals and clearances for the project. These approvals are the Environmental clearance in terms of EIA notification 2006, consent to establish and operate from the board under provision of section 25 of the Water Act.

PHASE 3

1. On award of contract packages, to scrutinize the basic engineering package, comment and approve the same with respect to contract specifications
2. Direct supervision of the implementation works at site as follows:-
 - Scrutinize the working drawings to be provided by the turnkey contractor.
 - Periodical inspection, monitoring and the implementation of CETPs in accordance with the accepted design and drawings and specifications.
 - Preparation of quarterly progress report, quality and quality of work done by the CETPs as per approved design and drawings.
 - Informing the qualitative and quantitative aspects of the CETPs
3. Technical supervision of the testing, commissioning and stabilization of the CETPs and preparation of commissioning report.
 - Monitoring and performance evaluation of CETPs and advice in the start up, stabilization, commissioning and operation and maintenance of CETPs.
 - O& M of the entire works post handing over of the various packages to the Owner upon completion of the successful performance guarantee obligations by the respective contractors. Consultants may be hired for downstream work such as O&M works, when continuity is essential. It will be the exclusive decision of the Association whether or not to have the downstream O&M assignment carried out, and if it is carried out, which consultant will be hired for the purpose on mutually agreed terms

1.5 Obligations of the Association

The following are the obligations of the Association:

- a. Review and Approval of reports including technical aspects
- b. Obtain consent from all member units for the Project
- c. Assist in data collection
- d. Make available land and any right of way required for the project
- e. Assist in obtaining necessary clearances
- f. Make required project contribution and finalize and put in place all other necessary financing arrangements for smooth implementation of the project
- g. Make payment of all professional fees as per Agreement with successful bidder
- h. Obtain the Environmental Clearance on the basis of Environment Impact Assessment with Technical assistance from the Consultant. Further if the work done by the consultant is of the poor quality leading to delay in approval the Penalty can be imposed by DIET FMC (Dyeing Industry Effluent treatment Facilitation and Monitoring Committee) and decision of the Principal Secretary Industries and Commerce ,Punjab, will be final.

1.6 Information provided by Association

- a) The basic technical information of existing Industrial Areas is given in Section 4 of this tender. The operational data available with the Association is in the custody of the M.D. Punjab Dyers Association and the bidders can inspect and procure the same in office hours and in his presence at the time and dates mutually agreed to.

1.7 Registration Money

All bids shall be accompanied by a Registration Money of Rs. 5,00,000/- (Rupees Five lakh only) in the form of DD on any Scheduled Commercial Bank. This amount is refundable. As soon as the decision on Bids is taken, Registration Money deposited by all the Bidders, except for the successful Bidder (whose Bid is acceptable to the Association) and the next lower Bidder, shall be refunded within 30 days of opening of financial bids. The Registration Money in respect of these two Bidders shall be refunded soon after the award of contract.

The Registration Money shall be forfeited if any information or document furnished by the Bidder turns out to be misleading or untrue, or if the Successful Bidder fails to

execute the Agreement within the stipulated time or any extension thereof provided by the Association.

1.8 Procedure for preparing Bid documents

1.9 The bidder to submit their plan for undertaking this assignment by giving their approach and methodology for the same.

Three envelop system shall be followed for the submission of the Bid.

1. First envelope should contain the following
 - a. DD Receipt for purchase of tender documents, or DD for tender fee
 - b. Registration money of Rs. 5, 00,000/- (Rupees Five lakh only) in the form of DD on any commercial bank

2. Second envelope should contain "Technical Bid", which shall comprise of the following:
 - (a) Technical Proposal - Standard Forms
 - TECH-1 Technical Proposal Submission Form
 - TECH-2 Power of Attorney
 - TECH-3 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience with client Certificates (current status)
 - TECH-4 Comments or Suggestions on the Scope of work and on Staff and Facilities to be Provided by the Client
 - A On the Scope of work
 - B On the Staff and Facilities
 - TECH-5 Description of the Approach, Methodology and Work Plan for Performing the Assignment
 - TECH-6 Team Composition and Task Assignments
 - TECH-7 Curriculum Vitae (CV) for Proposed Professional Staff
 - (b) Bank Guarantee -As per clause 1.20 (iii)
 - (c) Copy of the Tender document issued by the Association. The Bidder shall sign at the title page and all the pages as token of acceptance of conditions contained therein.

- (d) any additional documents in support of the bid, that the Bidder so desires, may be included in this "Technical Bid".

Bidders shall prepare one original and one duplicate copy of the bid. Both original and duplicate bids shall be sealed in separate envelopes and marked on the envelope by the words "Technical Bid-Original" and "Technical Bid-Duplicate". The envelopes should be duly sealed and signed by the Bidder. The third envelope should contain the Price Bid only. Bidders shall prepare one original and one duplicate copy of the bid. Both original and duplicate bids shall be sealed in separate envelopes and marked on the envelope by the words "Price Bid-Original" and "Price Bid-Duplicate". The envelopes should be duly sealed and signed by the Bidder.

Both original and duplicate bids shall then be sealed in a single envelope. The words "Technical & Price Bid for Selection of Consultant" be inscribed on this envelope and it should be duly sealed and signed by the Bidder

All the envelopes should be addressed to
General Manager.
District Industries Centre, Ludhiana
Industrial Estate
Ludhiana
Tel: 0161-2532052- Fax No.0161-2534558

All the envelopes should contain full address of the Bidder along with Phone/Fax/Mobile numbers on which communications can be sent. Only the original parts of the tender issued to the Bidder should be included in the Technical and Price Bids.

All corrections (additions/deletions/over-writing) incorporated in the bid document should be duly attested by the Consultant

The commercial terms contained in Tender document are final and it is assumed that these are acceptable to the Bidder. However if the Bidder proposes some changes in them, he may mention those as a deviation and include it in the technical bid. However it is up to the Association to consider the changes or not.

The Price Bid shall comprise of

- a) Price format duly filled in, signed and stamped

No conditions or other features be added to this document, as this will render it invalid and shall be rejected.

- b) No commercial or any other conditions except for price are to be given in the price bid

1.10 Submission of Bids

Bidders who have purchased the Tender Document, shall be required to submit their bids, prepared as instructed above by 5 pm on 22nd June 2010.

It shall be deemed that prior to the submission of the Proposal, the Bidder has:

- Made a complete and careful examination of terms and conditions /Requirements, various aspects of the Project and other information as set forth in this tender document;
- Received all such relevant information as has been requested from Association

Association shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

If the envelope is not sealed and marked as instructed above, Association assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of Association, be rejected.

The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of tender document shall be at the Bidder's own risk.

1.11 Validity

The validity of the tender (s) shall be up to sixty (60) days after the opening of Price-Bids.

1.12 Completion Schedule

The following is the planned completion schedule reckoned from the date of Agreement:

Phase 1

DPR submission: 12 weeks from Agreement date

Phase 2

Tender document preparation,

bid process management,

Notice to Proceed to Contractor 20 week from Agreement date

Phase 3

Implementation/Construction/

Commissioning

15 months from Agreement date

1.13 i) Key Deliverables

Phases	Key Deliverables	Timeframe from start of assignment	Copies, Final Report
I	Draft DPR	12weeks	Five
II	Tender Document & Bid process Management	16weeks	Ten
II	Bid Evaluation Report	18 weeks	Five
II	LOA placement on EPC contractor by Association	20 * weeks	-
III	Monthly implementation supervision reports till 15 months	Commencing from week 21 st st	Five

***LOA can be issued only after getting environment clearance. The bidders, who proposes to finish the work earlier than proposed above, shall be given preference.**

ii) Incentives and Penalties

Further if the consultant completes the work earlier than the schedule given above, the consultant would be eligible for incentive @ Rs 1 Lac/week as reward money. However in case the consultant unavailable to adhere to the above schedule and the project is delayed ,any such delay shall be penalized by imposing a penalty of Rs2 Lac per week . In case of undue delay , the consultant may even be blacklisted

1.14 Pre bid conference

Pre bid conference shall be held on 11th June, 2010 at 11.00 am in the committee room of PSIDC, Udyog Bhawan, Sector 17, Chandigarh.

1.15 Opening of Bids

- a) Technical Bids received from the Bidders, shall be opened on 23th June, 2010 at 11.00 am in presence of those Bidders or their representatives, who choose to attend it. The Bidders/representatives attending the bid opening shall sign in an attendance sheet as record of their presence.
- b) "Price Bid" submitted by the Bidders shall not be opened along with the "Technical Bids" and shall be kept in safe custody by the Association till the evaluation of the Technical Bids, as detailed below, is over.
- c) The Technical Bid shall be evaluated by a committee of experts constituted for this purpose . At first, the technical bids shall be evaluated by the Committee.
- d) The Bidders shall furnish all information/clarification required by this committee for the purpose of evaluation.
- e) In case Technical Bid by a Bidder is found to be inadequate or not to the satisfaction of the evaluation Committee, Price Bid of the concerned Bidder shall be treated as "Not Qualified" and shall not be opened.

1.16 Evaluation Criteria

Evaluation of Technical Proposals

- (a) The evaluation committee will carry out the evaluation of proposals on the basis of their responsiveness to the tender document, applying the evaluation criteria given below in Table-1. Each responsive proposal will be given a technical score Ts. A Technical proposal scoring not less than 60% of the total weight (Tw) as indicated in the summary evaluation sheet, will only be considered for financial evaluation.

Table-1 Evaluation Criteria and Format

Evaluation Criteria		Weight Points(p)	Rating (r)	Weightage (W=p*r)
1	Qualification of Bidder Experience in similar projects of comparable size, complexity	50		

2.	Adequacy of the proposed methodology and work plan	10		
3.	Personnel i) Process Specialist (15 points) ii) Other expert (15 points) iii) Environment Engineering Expert (10)	40		
4.	Total weight (Tw)	100		

The rating (r) for the above table shall be awarded as follows : Excellent 0.9-1.0, Good 0.8-0.89, Average 0.6-0.79, Below average 0.4-0.59, Poor 0.0-0.39.

- (b) Notwithstanding anything contained in this tender document, if there is only one Bidder complying with the stipulated qualification conditions in the Tender document or if there is only one Bidder who is declared PASS after evaluation of Technical Proposal, then monitoring committee under the chairmanship of the Principal Secretary to Govt. of Punjab department of, Industries & Commerce /Sub-Committee may at its own discretion evaluate such Complying Bidder's Technical Proposal in terms of this tender document. If Complying Bidder meets all the criteria the committee negotiate with the Complying Bidder on the Financial Proposal for Award of Work.

1.17 Evaluation of Financial Bids

- (a) After evaluation of Technical Bid, Financial Bids shall be opened on a date to be specified by the Committee and the firms whose Technical Bids have been evaluated and qualified, shall be informed about the date and time of the same and they or their representative can be present at the time of opening of financial Bid, if they so desire.
- (b) The Financial Proposals of the Bidders who qualify in technical evaluation shall be opened. For the purpose of financial evaluation, the financial proposal of the lowest bidder shall be assigned a score of 100 marks. The financial score of remaining bidders shall be calculated

$Tf = (\text{Financial Proposal of Lowest Bidder} / \text{Financial Proposal of Bidder under consideration}) \times 100.$

- (c) The Aggregate Score shall be computed by giving 60% weightage to technical score and 40% to financial score, as follows:

$$\text{Aggregate Score} = (\text{Ts} \times 0.6) + (\text{Tf} \times 0.4)$$

- (d) The Competent Authority reserve the right to reject the offers without assigning any reason.

1.18 Award of Work and Signing of Contract

Association will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted.

- a. The Successful Bidder(s) shall execute the Agreement within fifteen days of the issue of LoA or within such further time as Association may agree to in its sole discretion.
- b. Failure of the Successful Bidder to comply with the requirements as above shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the Registration Money. In such an event, Association reserves the right to
 - either invite the next best Bidder for negotiations, or
 - take any such measures as may be deemed fit in the sole discretion of Association, including annulment of the bidding process.
- c. Notwithstanding anything contained in this tender document, Association reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.
- d. The date of agreement shall be considered as the date of start of the work for the purpose of time schedule mentioned in para 1.12 above
- e. An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment., An entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

1.19 Financial Arrangement

(A) Terms of Payment

1. The terms of payment shall be as follows

Phase 1: A lump sum fee will be paid for DPR as follows:

20 % of DPR fee shall be paid as advance.

30 % of DPR fee after completion of Door to door survey any topography survey

30% of DPR fee shall be paid on submission of draft DPR

20% on acceptance of DPR or within one month of submission of draft DPR, whichever is earlier

Phase 2 : Development: A lump sum fee as per approved price schedule will be paid on the following milestones:

-50% Upon submission of draft bid documents for main packages to the Association

- Balance 50% Upon submission of bid evaluation report to the Association

Phase 3 : The fee for implementation shall be paid in monthly installments commencing from the month in which the LOA is awarded on the basis of bid evaluation in Phase 2

(b) Deductions

The following deductions shall be made on Consultant bills:

- a) Income tax/ TDS and surcharges as per IT guidelines
- b) Any other taxes imposed by state and central government

1.20. Other Terms and Conditions

- (i) **TAXES & DUTIES:** Association will pay service tax and education cess, secondary and higher education cess, extra at the prevailing rates.
- (ii) **Monitoring Mechanism**
 - a. A Technical Committee under the chairmanship of Additional Secretary, Industries & Commerce shall meet periodically to supervise the functioning of consultant and its recommendations shall be mandatory.
 - b. Sub-Committee, A sub-committee shall be constituted by Association with representative of State Govt for looking after day to day work of consultant.

-
- (iii) The successful consultant shall furnish a bank guarantee equivalent to 20% of 1st installment during Phase-I on a prescribed Performa as given in section 3 as annexure 1 and the same shall be released one year after the installation of CETP.

v) **Forfeiture of Advance Bank Guarantee**

In the event the consultant being in default for the due and faithful performance of the obligations under the contract to be entered in to by he successful bidder with Punjab Dyers Association, the Association shall without prejudice to its other rights and remedies at Law shall be entitled to call in, retain and appropriate the advance bank guarantee.

vi) **Termination:**

In the event of any default of either side in the fulfillment of obligations under the contract, the either party will give three months notice in writing narrating the events of the defaults. The either party will give cure period of one month for ratifying the default/deficiencies in performance of their obligations. In case either party fails to ratify such defaults/deficiencies, the parties will be at the liberty to terminate the contract. During the period of notice, either party is not absolved of their obligations, since, both the parties have agreed to perform public related activities.

In case either party is not interested in carrying such relations and is such events the either party will have to give one month notice in writing. During the period of notice, either party is not absolved of their obligations, since, both the parties have agreed to perform public related activities.

vii) **Limitation of Liabilities:**

The Association shall not be responsible for any liabilities assumed by the consultant or any obligations financial or otherwise, entered into by the consultant with any third party, unless these fall explicitly within the terms of the contract.

viii) **Compliance of Labour & Other Laws:**

The consultant must have its own independent EPF number. It will be the responsibility of the consultant to obtain Labour Law License, if required and other Registrations concerning to Social Obligations for the Labour/Employees to be enrolled for implementation of the scheme.

ix) Examination of Records:

The consultant will provide to the Association documents relating to the progress and implementation of the project as and when required.

x) Confidentially:

Neither party (Consultant or Association) shall without the prior written consent of the other party.

Disclose the Confidential Information of the other party to any third party or use the confidential information of the other party for any purpose.

Either Party must take all reasonable necessary steps to ensure that its officers, employees, agents and subcontractors do not make public or disclose the Confidential Information.

xi) Disputes Redressal Mechanism:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract for the breach thereof shall be settled mutually by the Association and Consultant. In case of unresolved matters, Principal Secretary to Govt. of Punjab, Department of Industries & Commerce shall be the sole Arbitrator. In the even of failure to reconcile differences between the parties to this Contract, the redressal of differences shall fall within the jurisdiction of Punjab & Haryana High Court at Chandigarh.

SECTION – 2
Forms for Technical Proposal

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Tender dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from the negotiations for the memorandum of agreement to be signed on award of the project.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in this Tender Document.

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 TECH 2 Power of Attorney

ON NON-JUDICIAL STAMP PAPER OF Rs.100

Power of Attorney in Favor of Designated Person(s)

(A maximum two individuals)

Dated _____

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

Shri -----(Name of the Person, domiciled at -----(Address), acting as -----(Designation and name of the Firm), and whose signature is attested below, is hereby authorized on behalf of -----(Name of Bidder) to negotiate and settle terms and conditions, finalize, approve, sign and execute Agreements, Documents, Endorsements, Writings, etc. as may be required by Association for **“Project Management consultancy for construction of Common Effluent Treatment plants and cluster utilities” including Technical Consultancy and Financial Advisory Services at Tajpur Road & village Bhattian in Ludhiana**” and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Shri-----)

We hereby ratify and confirm that all acts done by our attorney ----- (name of designated person) shall be binding on us as if same had been done by us personally

IN WITNESS WHEREOF, we have hereunto set our respective hands this -----day of ----- 2010—in the presence of the following witnesses

Witness 1	Witness 2
Signature -----	Signature -----
Name -----	Name -----
Address -----	Address -----

Signature ----- [signature of authorized signing officer]

Name ----- [Name of authorized signing officer]

Title ----- [Title of authorized signing officer]

* Any change in the designated person(s) should be informed to Association along with a similar Power of Attorney in favor of such person(s)

FORM TECH-3 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity]

B – Summary of Consultant's Experience

S.No.	Name of Project/Assignment	Client/ Association for whom worked	Period of Work		Value of the fee received for PMC * work/Assignment (in Indian Rupees)	Capacity of the CETP for which PMC services has been given (in MLD)
			From	To		

* Project Management Consultancy.

C – Certificates from the client/association for Consultant’s Experience

NAME OF CLIENT/ ASSOCIATION

ADDRESS

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s -----
 ----- a subsidiary of M/s.
 ----- Have been awarded the
 work of developing and implementing an Integrated Waste Water Management Project
 including development of appropriate Effluent Management Solutions for textiles units
 connected CETPs viz.,

 ----- (total capacity of liters per day) to meet the norms of
 ----- Pollution Control Board.

The scope of services rendered by includes

- (i) Preparation of base project documentation for preliminary evaluation
- (ii) Achieving financial close
- (iii) Preparation of detailed project reports and other documentation for contracting out
the works.
- (iv) Bid process management, bid evaluation and negotiation of suitable contracts.
- (v) Project implementation supervision
- (vi) O&M of the Common Effluent Treatment System.

We found to be through with
 and their services were highly
 professional, prompt, focus, dedicated and result oriented.

For

.....

**FORM TECH-4 COMMENTS AND SUGGESTIONS ON THE SCOPE OF WORK AND
ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT/
ASSOCIATION**

A - On the Scope of Work

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

B - On Counterpart Staff and Facilities

[Comment here on staff and facilities to be provided by the Client / association viz: administrative support, office space, local transportation, equipment, data, etc.]

**FORM TECH-5 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK
PLAN FOR PERFORMING THE ASSIGNMENT**

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

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. Here one should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. Here one should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Scope of work and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 3H.

c) Organization and Staffing. Here one 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.

FORM TECH-6 PERSONAL EXPERTISE OF CONSULTANTS

Professional Staff				
Name of Staff	Educational Qualification	Area of Expertise	No. Of Years of Experience	Position of Work in organisation*

*As at the time of submission of tender.

FORM TECH-7 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Designation _____

2. Name of Firm _____

3. Name of Staff _____

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. Membership of Professional Associations: _____

7. Detail Work Experience _____

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

9. Any other _____

10. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative

Annexure : 1 Format for Bank Guarantee

_____ (Bank's Name, and address of issuing branch or office)

Beneficiary: Punjab Dyers Association.

Date: _____

Earnest Money Bank Guarantee No. _____

We have been informed that (*name of agency* hereinafter called "Consultant") has entered into Contract No. (*reference number of the contract*) dated (*insert date*) with you, for providing Emergency Response Services in the State of Punjab (hereinafter called "the Contract")

Furthermore, we understand that, according to the conditions of the Contract, Performance Security in the sum of (*amount in figures*) (*amount in words*) is to be made against fulfillment of obligations by the Consultant towards Association under the contract.

As the request of the consultant, we (*name of bank*) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (*amount in figures*) (*amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the consultant are in breach of their obligation under the contract.

It is a condition for any claim and payment under this guarantee to be made that the Performance Guarantee payment referred to above must have been received by the consultant on their account number _____ at (*name and address of the bank*)

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full payment of the amount of the advance payment, or on the ___ day of _____, 2. _____, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules of Demand Guarantees, ICC Publication No. 458.

(Signature(s))

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.
The date will be as indicated in clause _____
The stamp papers of appropriate value shall be purchase in the name of bank which issue the "Bank Guarantee". The Bank Guarantee shall be issued by a bank (Nationalized/Scheduled) located in India.

SECTION – 3

Price Schedule

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Tender document dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figurer] exclusive of tax/cess etc as per the details in summary of price bid in Form Fin-2

Our Financial Proposal shall be binding upon us subject to the modifications resulting from the negotiated agreement to be signed with the association on award of work,

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 FIN-2

**PRICE SCHEDULE
CONDITIONS OF PRICE BID****General**

- The entries shall be made legibly in indelible waterproof using appropriate typing or computer printouts.
- All required entries shall be filled in without fail and the seal of the bidder shall be the typical “Round Rubber Stamp” and shall be fully legible and shall not have any defacing or worn out parts defying readability
- Bidders shall be deemed to have read all the sections of the tender document to ascertain the full scope of the requirements prior to filling in the percentage rates. The entered rates shall be deemed to include for the full scope as aforesaid, including overheads and profit.
- If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification from the Association office in working days.
- Submission of the signed tender by a bidder shall be considered as the acceptance of all the stipulations in this tender document. Furnishing misleading and/or clouded information shall lead to summary rejection of the tender.
- Price for Phase 1, 2 & 3 to be given in lump sum in INR. The price to be reckoned for bid evaluation will be total of price quoted for Phase 1, Phase 2 and Phase 3

Price bid Summary for Technical Consultancy and Financial Advisory Services For 112 MLD & 38 MLD CETPS

Sl.No.	Item	In Figures
1.	Phase 1	Rs.
2.	Phase 2	Rs.
3.	Phase 3	Rs.
	TOTAL	
	Service tax at 10.3%	
	TOTAL	
	Total in words	

Note : For milestone payments refer cl 1.19

Authorised signatory

Company seal

SECTION – 4
BRIEF DETAILS OF EXISTING INDUSTRIAL UNITS

BRIEF DETAILS OF EXISTING INDUSTRIAL UNITS

Ludhiana in Punjab state is a hub of textile industries wherein large as well as small units are engaged in wet processing of textiles which include operations such as dyeing, washing, mercerizing etc. While few big industries have established their own effluent treatment plants in Ludhiana. Majority of small scale industries are in need of a common effluent treatment plant to treat the effluents being generated to fully comply with Punjab Pollution Control Board norms.

As per the information available there are nearly 240 small scale units in the city generating an effluent of nearly 152 MLD. This effluent needs treatment in conformity with the PPCB norms before a discharge into the river Sutlej or any other body. These units are located primarily in five industrial clusters i.e. at Bahadur-Ke- Road, Rahon Road, Industrial Area- A, Focal Point, Tajpur Road. In addition there are certain scattered units at Bahadur-Ke-Road as well as Tajpur road.