

REQUEST FOR PROPOSAL (RFP)

HIRING OF SERVICES OF ENGINEERING CONSULTING FIRM

For

**INITIAL ENVIRONMENTAL EXAMINATION (IEE) FOR
ESTABLISHMENT OF BIOGAS PLANT AT RAKH CHANDRAI
LAHORE**

(Single Stage Two Envelope)



- Letter of Invitation
- Instructions to Consultants (Including Data Sheet)
- Technical Proposal - Standard Forms
- Financial Proposal - Standard Forms
- Terms of Reference

April, 2017

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**LETTER
OF
INVITATION**

Section 1: Letter of Invitation

REQUEST FOR PROPOSAL FOR

INITIAL ENVIRONMENTAL EXAMINATION (IEE) FOR ESTABLISHMENT OF BIOGAS PLANT AT RAKH CHANDRAI LAHORE

M/s Lahore Waste Management Company intends to hire services of Engineering Consulting firm for *“Initial Environmental Examination (IEE) for Establishment of Biogas Plant at Rakh Chandrai, Lahore”*.

Interested eligible Consultants Firms may obtain further information from General Manager (P & C) Office LWMC and inspect the RFP Documents with **Single Stage Two Envelope Procedure** at the address given below from 0900 to 1500 hours. RFP Document, in the English language, may be obtained by the interested firms on the submission of a written application to the address below and upon payment of a nonrefundable fee of **Pak Rs.2000/-** which should be deposited in LWMC bank account No 3531-1, Liberty Branch, Bank of Punjab, Lahore. A pre-proposal conference will be held on **April 27, 2017 at 1100 hours** in the office of the undersigned.

Estimated price is given in the document. Proposals must be delivered to the address below at or **before May 03, 2017 on 1500 hours**. All Proposals must be accompanied by a Bid Security of not less than **2% of the estimated price** in Pak Rupees in the form of CDR/ Pay order/ Demand Draft. Late Proposals shall be rejected. Technical Proposals will be opened on the same day on **1600 Hours** in the presence of the Bidders' representatives who choose to attend at the address below. M/s Lahore Waste Management Company will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Proposals.

RFP Documents are immediately available after date of publication. In case of official holiday on the day of submission, next day will be treated as closing date. RFP notice has also been posted on LWMC website (www.lwmc.com.pk) & PPRA website (www.ppra.punjab.gov.pk).

General Manager (P & C)

Office No. 4&5, 4th Floor, Shaheen Complex, Egerton Road, Lahore
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**INSTRUCTIONS
TO
CONSULTANTS
(INCLUDING DATA SHEET)**

Section 2: Instructions to Consultants

Definitions

- (a) “Agreement” means the Agreement signed by the Parties and all the attached documents.
- (b) “Client” means the organization with which the selected Consultant signs the Agreement for the Services.
- (c) “Consultant” means any entity or person that may provide or provides Services to the Client under the Agreement.
- (d) “Data Sheet” means such part of the Instructions to Consultant used to reflect specific conditions.
- (e) “Day” means calendar day.
- (f) “Lahore Waste Management Company (LWMC)” means the M/s Lahore Waste Management Company established under section 42 of the Companies Ordinance, 1984 and all its associated departments.
- (g) “Instructions to Consultants” means the document which provides eligible Consultants with all information needed to prepare their Proposals.
- (h) “LOI” means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the shortlisted Consultants.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal to be prepared by the Client for the selection of Consultant, based on the Standard RFP.
- (k) “Services” means the work to be performed by the Consultant pursuant to the Agreement.
- (l) “Sub-Consultant” means any person or entity with which the Consultant’s sub agreements any part of the Services.
- (m) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

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- 1. Introduction** 1.1 The Client named in the Data Sheet will select the Consultant from those who are eligible under the criteria provided in para 1.2.1, in accordance with the method of selection specified in the Data Sheet.
- Scope** 1.2 Eligibility and assignment detail is provided in sub-paras.
- Eligible Bidders** 1.2.1 RFP is open to all Consultants meeting the eligibility requirements as stipulated in Data Sheet.
- Assignment** 1.2.2 The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal for services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected Consultant.
- 1.3 Consultants should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional.
- Consultants should contact the Client's representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Consultants should ensure these officials are informed well-ahead of time in case they wish to visit the Client.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the Consultants.
- Conflict of Interest** 1.6 Government of Punjab policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the seniority of the foregoing, Consultant's, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

Conflicting assignments

(ii) A Consultant (including its Personnel and Sub-Consultant) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client.

Conflicting relationships

(iii) A Consultant (including its Personnel and Sub-Consultant) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless conflict stemming from this relationship has been resolved in a manner acceptable to the LWMC throughout the selection process & the execution of the Agreement.

1.6.2 Consultants 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 that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to

the disqualification of the Consultant or the termination of its Agreement.

Unfair Advantage

- 1.6.3 If an eligible Consultant could derive a competitive advantage from having provided services related to the assignment in question, the Client shall make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

- 1.7 M/s Lahore Waste Management Company (LWMC) requires Consultant participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, the Lahore Waste Management Company:

- (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 agreement execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;

(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, noncompetitive 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 an agreement.

- (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 agreement in question;

- (c) will sanction an Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a LWMC agreement if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a LWMC agreement; and
- (d) will have the right to require that a provision be included requiring Consultants to permit the Government of Punjab to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Government of Punjab.
- 1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Lahore Waste Management Company in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Agreement.
- 1.9 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 Agreement, as requested in the Financial Proposal submission form (Section 4).
- Only one Proposal Validity** 1.10 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, all such bidders shall be disqualified. If a Consultant is part of a venture then he shall not be competent to submit another separate proposal.
- 1.11 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 agreement

award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

**Eligibility of
Sub-Consultant**

1.12 In case Consultants intends to associate with another Consultant who has not been shortlisted, such other Consultant shall be subject to the eligibility criteria set forth in the guidelines.

Bid Security

1.13 The Consultant shall furnish, as part of its proposal, a bid security in the amount of not less than the amount specified in the Data Sheet.

1.14 The bid security shall be denominated in Pak Rupees and shall be in shape of call Deposit Receipt (CDR)/Bank Guarantee/Demand Draft/Pay Order in favor of Managing Director (LWMC), valid for a period 28 days beyond the Bid Validity date.

1.15 The bid not secured in accordance with Para 1.13 and 1.14 above will be rejected by the Client as non-responsive.

1.16 An unsuccessful bidder's bid security will be discharged or returned, or both, as promptly as possible upon award of Contract.

1.17 The bidder's bid security will be returned, upon the bidder's executing the contract, pursuant to Para 7.1, and furnishing the performance security, pursuant to Para 9.1.

1.18 The bid security may be forfeited:

- (a) if the bidder withdraws its proposal during the period of proposal validity as specified in Para 1.11; or
- (b) if the bidder does not accept the correction of the Total Bid Price pursuant to Para 5.5; or
- (c) if the bidder fails;
 - (i) to sign the contract in accordance with Para 7, or
 - (ii) to furnish the performance guarantee in accordance with Para 9.

**2. Clarification
and Amendment
of RFP
Documents**

2.1 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, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all participants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**Determination of
Responsiveness
of Proposal**

2.3 Prior to the detailed evaluation of the proposal, pursuant to Para 5.1, the Purchaser will examine and determine the substantial responsiveness of the proposal to the requirements of the RFP documents. A substantially responsive proposal is one which:

- (a) meets the Eligibility Criteria specified in Para 1.2.1;
- (b) has been properly signed on the TECHNICAL PROPOSAL SUBMISSION FORM & FINANCIAL PROPOSAL SUBMISSION FORM;
- (c) is accompanied by the required Securities and these Securities are valid and in good order;
- (d) offers fixed price proposal i.e. the proposal does not offer an escapable price quotation;
- (e) is otherwise complete and generally in order;
- (f) conforms to all the terms, conditions and Specifications of the RFP documents, without material deviation or reservation. A material deviation or reservation is one:
 - (i) which affects in any substantial way the scope, quality or performance of the Services; or
 - (ii) which limits in any substantial way, inconsistent with the RFP documents, the Client's rights or the Consultant's obligations under the Contract.

**3. Preparation of
Proposals**

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the

Client, shall be written in the language (s) specified in the Data Sheet.

**Technical
Proposal Format
& Content**

3.2 In preparing their Proposal, Consultant is expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 Consultant is required to submit a Full Technical Proposal (FTP). The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.

a) A brief description of the Consultants' 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 is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).

c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the

Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

- d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3) along with their Computerized National Identity Card numbers (if local) or Passport numbers (if foreign).
- g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

**Financial
Proposals**

3.4 The Technical Proposal shall not include any financial information. A technical Proposal containing financial information may be declared non responsive.

3.5 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately in Financial Proposal; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.6 The Consultant is subject to all applicable taxes at the time of contract, or later on during the contract, levied by the Government. Any such amounts shall be included in the Financial Proposal, and shall be the sole responsibility of the consultant. The Client shall act as a withholding agent as required by law.

**Proposal
Currencies**

3.7 Consultants should express the price of their services in Pakistan Rupees.

4. Submission, Receipt, and Opening of Proposals

- 3.8 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultant shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in Para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE**". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The 'Technical Proposal' shall be opened by the Client in the presence of the bidder's representatives who choose to attend at the time and date specified in Data Sheet, at the office of the Client, address given in Data Sheet. The bidder's representatives who are present shall sign a register evidencing their attendance. The 'Financial Proposal' will remain unopened and will be held in custody of the Client until the specified time of their opening.
- 5. Proposal Evaluation**
- 5.1 From the time the Proposals are opened to the time the Agreement is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultant to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Consultants' Proposal.
- Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- Evaluation of Technical Proposals**
- 5.2 The Proposals of only those Bidders who are substantially responsive to the requirements of the Bidding document in pursuant to Para 2.3 will be considered for evaluation. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- Financial Proposals for QBS**
- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Agreement in accordance with the instructions given under para. 6 of these Instructions.
- Public Opening and Evaluation of Financial Proposals**
- 5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet

the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have their proposal evaluated as substantially responsive, complied with the TOR & secured the minimum qualifying mark as specified in Data Sheet. Consultants' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Consultants sufficient time to make arrangements for attending the opening.

5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant and the technical scores of the Consultant shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of agreement has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of agreement has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the

highest combined technical and financial score will be invited for negotiations.

5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Formation of Agreement & Negotiation of its Clauses

6.1 Formation of agreement will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude an Agreement.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Agreement as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial negotiations

6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to determine the tax amount to be paid by the Consultant under the Agreement. The financial negotiations will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, financial negotiations can involve the remuneration rates for staff or other proposed unit rates if there is a revision of scope or if the bid rate exceeds the available budget. For other methods, Consultants will provide the Client with the information on remuneration

rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

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| Availability of Professional staff/experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate an Agreement on the basis of the Professional staff named in the Proposal. Before agreement negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during agreement negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. |
| Conclusion of the negotiations | 6.5 | Negotiations on agreement clauses will conclude with a review of the draft Agreement. To complete negotiations the Client and the Consultant will initial the agreed Agreement. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate the clauses of agreement. |
| 7. Award of Agreement | 7.1 | After completing negotiations the Client shall award the Agreement to the selected Consultant and promptly notify all Consultants who have submitted proposals. After Agreement signature, the Client shall return the unopened Financial Proposals to the unsuccessful Bidders. |
| | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. |
| 8. Confidentiality | 8.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Agreement. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Consultant Selection Guidelines relating to fraud and corruption. |
| 9. Performance Guarantee | 9.1 | The Procuring Agency may require the successful bidder to furnish a performance guarantee of an amount specified in |

the Data Sheet, in the form of bank guarantee/Pay Order/CDR.

DRAFT

Instructions to Consultants
DATA SHEET



LAHORE WASTE MANAGEMENT COMPANY

LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

Paragraph Reference	
1.1	<p>Name of the Client: Lahore Waste Management Company (LWMC)</p> <p>Method of selection: Quality and Cost Based Selection (QCBS)</p>
1.13	<p>Amount of Bid/Proposal Security: <u>2% of the estimated price. (PKR=20,000)</u> <u>Estimated price is Rs.1,000,000/-</u></p>
1.2.1	<p>Eligibility Criteria</p> <ol style="list-style-type: none">1. Registration with Income Tax Authorities2. Taxpayers status for the last '01' Years3. Registration with Sales Tax Authorities (If Applicable), PRA Required4. Registration with PEC in Specific Category of works/ Engineering Consultancy5. Affidavit on Legal paper that firm is not black listed by any govt. agency/firm6. Experience of one similar projects/Assignments of (Copy of evidence e.g. Experience Letter, Letter of Appointment etc)
1.2.2	<p>The Proposal shall be a single sealed package consisting of two separately sealed envelopes, containing separately the Technical and Financial Proposal. The envelopes shall be marked as “Technical Proposal” and “Financial Proposal”</p> <p>Name of the contract is:</p> <p>“INITIAL ENVIRONMENTAL EXAMINATION (IEE) FOR ESTABLISHMENT OF BIOGAS PLANT AT RAKH CHANDRAI LAHORE”</p>
1.3	<p>A pre-proposal conference will be held on April 27, 2017 at 1100 hrs in the office of:</p> <p>General Manager (P&C) Address: Office No. 4-5, 4th. Floor, Shaheen Complex, Egerton Road, Lahore, Pakistan. Telephone: +92-42-99205153-55 Fax: +92-42-99205156 E-mail: procurement@lwmc.com.pk</p>



LAHORE WASTE MANAGEMENT COMPANY

LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

	<p>The Client's representative is:</p> <p>General Manager (P&C) Address: Office No. 4-5, 4th. Floor, Shaheen Complex, Egerton Road, Lahore, Pakistan. Telephone: +92-42-99205153-55 Fax: +92-42-99205156 E-mail: procurement@lwmc.com.pk</p>
1.4	<p>The Client will provide the following inputs and facilities:</p> <p>1. All related available data and information.</p>
1.11	<p>Proposals must remain valid for 90 days after the opening of Proposal.</p>
2.1	<p>Clarifications may be requested not later than 5 days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p>General Manager (P&C) Address: Office No. 4-5, 4th. Floor, Shaheen Complex, Egerton Road, Lahore, Pakistan. Telephone: +92-42-99205153-55 Fax: +92-42-99205156 E-mail: procurement@lwmc.com.pk</p>
3.1	<p>Proposals shall be submitted in the following language: English</p>
3.6	<p>Amounts payable by the Client to the Bidder under the Agreement to be subject to local taxation: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
4.3	<p>Consultant must submit the original and (zero) copy of the Technical Proposal, and the Financial Proposal.</p>
4.5	<p>The Proposal submission address is:</p> <p>General Manager (P&C) Address: Office No. 4-5, 4th. Floor, Shaheen Complex, Egerton Road, Lahore, Pakistan. Telephone: +92-42-99205153-55 Fax: +92-42-99205156 E-mail: procurement@lwmc.com.pk</p> <p>Information on the outer envelope should also include: Technical & Financial Proposal for Service Assignment "INITIAL ENVIRONMENTAL EXAMINATION (IEE) FOR ESTABLISHMENT OF BIOGAS PLANT AT RAKH CHANDRAI LAHORE"</p> <p>Proposals must be submitted no later than the following date and time: May 03, 2017 by 1500 hrs</p>

4.6	Proposals opening date and time: May 03, 2017 by 1600 hrs The proposal opening address is: General Manager (P&C) Address: Office No. 4-5, 4th. Floor, Shaheen Complex, Egerton Road, Lahore, Pakistan. Telephone: +92-42-99205153-55 Fax: +92-42-99205156 E-mail: procurement@lwmc.com.pk																																	
5.2	The Criteria for evaluation of Technical Proposals are: i. Consultant meets the Eligibility Criteria specified in Para 1.2.1.																																	
5.2 (a)	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are (using Handbook weights – can be adjusted in conformance with the CSG):</p> <p>Overall</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th style="width: 10%;">Sr. No</th> <th style="width: 70%;">Category</th> <th style="width: 20%;">Total weightage</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Experience Criteria</td> <td style="text-align: center;">40</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Personnel Capabilities</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Financial Soundness</td> <td style="text-align: center;">15</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Work Methodology and Approach</td> <td style="text-align: center;">25</td> </tr> <tr> <td colspan="2" style="text-align: center;">Total</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>Experience Criteria</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th style="width: 10%;">Sr. No</th> <th style="width: 70%;">Description</th> <th style="width: 20%;">Total weightage</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>At least EIA/IEE of 5 Projects for any Government / Semi Government Sector</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">2</td> <td>At least EIA/IEE of 05 Projects for any Private Sector</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">3</td> <td>At least 02 EIA/IEE Projects in hand</td> <td style="text-align: center;">10</td> </tr> <tr> <td colspan="2" style="text-align: center;">Sub Total</td> <td style="text-align: center;">40</td> </tr> </tbody> </table> <p>Personnel Capabilities</p>	Sr. No	Category	Total weightage	1	Experience Criteria	40	2	Personnel Capabilities	20	3	Financial Soundness	15	4	Work Methodology and Approach	25	Total		100	Sr. No	Description	Total weightage	1	At least EIA/IEE of 5 Projects for any Government / Semi Government Sector	20	2	At least EIA/IEE of 05 Projects for any Private Sector	10	3	At least 02 EIA/IEE Projects in hand	10	Sub Total		40
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	Sr. No	Description	Total weightage
	1	<p>i. EIA/IEE Specialist/ Environmentalist (02 nos.) having qualification of at least M.Phil. Environmental Sciences/ Environmental Management/ Environmental Engineering with relevant experience of at least 10 years.</p> <p>ii. Field Environmental officer (02 nos.) having qualification of at least B.S. Environmental Sciences/ Environmental Management/ Environmental Engineering with experience of at least 05 years.</p> <p>iii. Socio-Environmental Officer (05 nos.) having qualification of at least B.S. Environmental Sciences/ Environmental Management/Sociology with experience of at least 05 years.</p> <ul style="list-style-type: none"> • 7.5 points for each category (I & II) • 5 Points for category (III) 	20
	Sub Total		20
	Financial Soundness		
	Sr. No	Description	Total weightage
	1	Average annual turnover for the last five (05) years is PKR 10 Millions	10
	2	Audit Financial Statement for last two (02) years	5
	Sub Total		15
	Work Methodology and Approach		
	Sr. no	Description	Total weightage
	1	Work Methodology and Approach	25
	The minimum technical score required to pass is: 70 Points		
5.7	The formula for determining the financial scores is the following:		

	<p>$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial Proposals (F) are: $T = 0.80$, and $F = 0.20$</p>
6.1	<p>Expected date and address for agreement negotiations:</p> <p style="text-align: center;">Date: June 12, 2017 Address: Office No. 4-5, 4th. Floor, Shaheen Complex, Egerton Road, Lahore, Pakistan.</p>
7.2	<p>Expected date for commencement of Services</p> <p>The contract shall be awarded and assignment shall commence 10 days from the date the result of the evaluation of technical and financial proposals</p>
9.1	<p>Amount of Performance Guarantee: <u>15%</u> of Contract Price.</p> <p>The Performance Guarantee shall be denominated in a currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:</p> <p>(a) A bank guarantee, (i) Issued by a bank acceptable to the Purchaser located in Pakistan; or (ii) Issued by a foreign bank through a correspondent bank acceptable to the Purchaser located in Pakistan, and in the form provided in the bidding documents or another form acceptable to the Purchaser;</p>

Section 3: Technical Proposal - Standard Forms

Refer to the Summary Sheet for format of Technical Proposal to be submitted, and paragraph 3.3 of Section 2 of the RFP for Standard Forms required.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Managing Director
Lahore Waste Management Company,
Office No. 4-5, 4th. Floor, Shaheen Complex,
Edgerton Road, Lahore.

Dear Sir,

We, the undersigned, offer to provide the services for **INITIAL ENVIRONMENTAL EXAMINATION (IEE) FOR ESTABLISHMENT OF BIOGAS PLANT AT RAKH CHANDRAI LAHORE** in accordance with your Request for Proposal dated _____ we are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant (if any, otherwise delete this line)]*¹

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, as indicated in Paragraph Reference 1.11 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff/facilities. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

We undertake, if our Proposal is accepted, to initiate the Services not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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: _____

¹ *[DELETE IN CASE NO ASSOCIATION IS FORESEEN.]*

FORM TECH-2 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 (including organogram) and each associate for this assignment.]

1. Firm Background:
2. Chief Executive Officer:
3. Board of Directors / Partners.
4. Departmental Structure of the Firm
5. Organogram

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]

Contract name:	Value of the agreement (in current PKR or US\$):
Country: Location within country:	Duration of contract (months):
Name of Client:	Total N ^o of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	Value of contract services provided by your firm under the agreement (in current PKR or US\$):
Name of associated Consultants, if any:	N ^o of professional staff-months provided by associated Consultants:
Name of General professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of contract:	
Description of actual services provided by your firm:	

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF
REFERENCE AND ON COUNTERPART STAFF AND
FACILITIES TO BE PROVIDED BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference 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 counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

DRAFT

FORM TECH-4 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 Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

a) Technical Approach and Methodology. In this chapter you 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. In this chapter you 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 TOR 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.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

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

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

4. **Date of Birth:** _____ **Nationality:** _____

5. **CNIC No (if Pakistani):** _____ **or Passport No:** _____

6. **Education :**

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. **Membership of Professional Associations:** _____

8. **Other Training** [*Indicate significant training since degrees under 6 - Education were obtained*]: _____

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

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

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

11. Detailed Tasks Assigned *[List all tasks to be performed under this assignment]*

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

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

Name of assignment or project: _____

Year: _____ -do- _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. 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.

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

Full name of authorized representative: _____

Section 4: Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.5 of Section 2. Such Forms are to be used whichever is the selection method indicated in the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

DRAFT



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Managing Director
Lahore Waste Management Company,
Office No. 4-5, 4th. Floor, Shaheen Complex,
Edgerton Road, Lahore.

Dear Sir,

We, the undersigned, offer to provide the services of **INITIAL ENVIRONMENTAL EXAMINATION (IEE) FOR ESTABLISHMENT OF BIOGAS PLANT AT RAKH CHANDRAI LAHORE** in accordance with your Request for Proposal dated _____ and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amounts in words and figures*¹]. This amount is inclusive of the taxes, which shall be levy on such services.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, as indicated in Paragraph Reference 1.11 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

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: _____

¹ [*Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.*]

FORM FIN-2 SUMMARY OF COSTS

Item	INITIAL ENVIRONMENTAL EXAMINATION (IEE) FOR ESTABLISHMENT OF BIOGAS PLANT AT RAKH CHANDRAI LAHORE
Total Costs of Financial Proposal	

Total Cost in Words (Inclusive of all applicable taxes):

Note:

1. Please mention the amount both in FIGURES and WORDS.
2. The Contract is on LUMP SUM COST basis. Only Lump Sum amount of Cost of agreement will be paid subject to eligible deductions & applicable taxes.

1 Indicate the total costs. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms provided with the Proposal & compatible with the Technical Proposal.

Section 5: Terms of Reference (TOR)

INITIAL ENVIRONMENTAL EXAMINATION (IEE) FOR ESTABLISHMENT OF BIOGAS PLANT AT RAKH CHANDRAI, LAHORE

1. Introduction:

In order to efficiently address SWM issues in Lahore, the City District Government Lahore (CDGL) established Lahore Waste Management Company (LWMC) under section 42 of the Companies Ordinance 1984 on 19th March 2010. LWMC has the vision to transform Lahore as one of the cleanest cities in the world by providing customized solutions in consultation with citizens and private partners to ensure sustainable, safe, clean, and green environment.

Government of the Punjab has given mandate to LWMC for establishment of new Biogas plant (having biogas minimum production capacity of about 19000 m³/day) for the safe treatment/ disposal of animal dung which is generated from premises of local community of Rakh Chandrai, Lahore.

2. IEE Legal Requirement

For the installation of Biogas plant, it is mandatory under section 12 of the Punjab Environmental Protection Act 1997 (Amended, 2012), read with clause B (6) of schedule I of IEE and EIA Regulations 2000, it is mandatory for the proponent to submit Initial Environmental Examination (IEE) before the commencement of the project and to obtain Environmental Approval for waste to energy project.

3. Specific Objectives

The IEE shall be carried out with an objective of identifying environmental impacts of construction, operation and maintenance of the proposed project. The specific objectives will be as follows:

- a) Identification of impacts on *physical environment* including land, water, and air and to suggest mitigation measures.
- b) Identification of impacts on *biological environment* including flora, fauna and natural habitat and suggesting mitigation measures.
- c) Identification of impacts on *socio-economic environment* in the vicinity of the proposed project site.

4. Components of IEE Report

- a) Table of Contents
- b) Abbreviations

- c) Introduction
- d) Policy, Legal & Administrative Frameworks
- e) Description of the Project
- f) Environmental Baseline Profile
- g) Anticipated Environmental Impacts & Mitigation Measures
- h) Environmental Management & Monitoring Plan
- i) Conclusion & Recommendations
- j) Annexures (Punjab Environmental Protection Act, IEE/EIA Regulations 2000, Environmental Monitoring Results/ Reports, Picture logs, Terms of Reference (TOR) of the Project, Checklist of EPA etc.)

5. Compliance of Guidelines

The consultant shall be responsible to prepare IEE report in compliance of following guidelines;

- a. Guidelines for preparing and reviewing environmental reports
- b. Guidelines for policy and procedures for the filing, review and approval of IEE/EIA
- c. Punjab Environmental Quality Standards
- d. International Guidelines for biogas production from animal waste

6. IEE Report Composition

The consultant shall incorporate the following in IEE report:

- a) Maps, site plans, and aerial photographs and other graphic aids and images, as appropriate.
- b) General overview information on location, general layout, depth of ground water table, wind direction, annual rainfall, natural slope of the land, subsurface hydrogeology, soil permeability, existence of any surface water resources etc. and other appropriate information.
- c) The consultant shall outline the existing polices, legislation, acts, laws, rules, regulations and standards related to establishment of biogas plant at national, provincial and local levels with specific focus on:
 - i. environmental quality
 - ii. cultural heritage conservation
 - iii. safety and health
 - iv. protection of sensitive areas
 - v. protection of biological species
 - vi. siting and land use control
- d) The consultant shall also examine and consider appropriate international convention/protocol/treaty where applicable.
- e) The consultant shall conduct ambient air quality tests (all parameters), noise

- (Leq), drinking water quality tests (all parameters) in compliance of Punjab Environmental Quality Standards (PEQS) through Certified Environmental Lab from EPA Punjab.
- f) Five years latest data regarding climatic conditions e.g. temperature, humidity, and wind speed.
 - g) Data regarding existing sources of pollution and extent of contamination.
 - h) Existing animal dung management facilities and their impacts.
 - i) The consultant shall present a detailed description of the flora and fauna in the project area with focus on rare, endemic, protected or endangered species, if any.
 - j) Socio-economic conditions in the project area Impacts of noise, dust, exhaust emissions and odor on local businesses and on community
 - k) Impacts of proposed project on adjacent or nearby property value
 - l) Loss of economic activities due to loss of agricultural land, orchards and access to natural resources that may result in social displacement for seeking alternative income
 - m) Anticipated impacts of relocation of the community
 - n) Impacts on employment and cultural values
 - o) Impact of suspended solids and organics from construction site run-off, construction vehicles/equipment maintenance areas.
 - p) Impacts of construction, operational and maintenance activities on water quality.
 - q) Impacts of gaseous emissions on air quality from project operation and maintenance activities.
 - r) Impacts of odor emissions from transportation, handling and disposal operations.
 - s) Diseases which may affect construction and operational staff.
 - t) The health impacts of non-communicable diseases propagated through unhygienic conditions and vectors.
 - u) Physical injuries due to accidents, animal bites, etc. during construction, operation and maintenance.
 - v) Risks of associated with gaseous mixture (CH₄, CO₂, CO, H₂S, etc.) emission.
 - w) The consultant shall develop detailed Environmental Management & Monitoring Plan (EMMP) for construction, operation, maintenance and post closure stages.
 - x) Comments of local community regarding the possible impacts of the proposed project. The expected economic benefits generated by the project that may benefit local communities through the employment of local workers.

7. Consultant Team

Sr.	Title of Expert	Min Exp.	Qualification
1.	EIA/IEE Specialist/ Environmentalist (02 nos.)	10 years	at least M.Phil. Environmental Sciences/ Environmental Management/ Environmental Engineering
2.	Field Environmental officer (02 nos.)	05 years	at least B.S. Environmental Sciences/ Environmental Management/ Environmental Engineering
3.	Socio-Environmental Officer (05 nos.)	05 years	at least B.S. Environmental Sciences/ Environmental Management/Sociology

8. Deliverables

- a) An inception report of proposed project will be submitted separately to the LWMC in 05 copies for review and comments within 14 days. The feedback of the client will enable the consultancy firm to refine their methodology and future course of action.
- (b) 05 copies of an interim report within 30 days of start of work for review and comment of the LWMC.
- (c) After incorporation of the comments from LWMC, 05 hard copies and 01 soft copy of draft IEE report will be submitted to LWMC within 60 days of start of consultancy.
- (d) After incorporating all concerns, the consultant shall submit 10 hard colored copies and 01 soft copy in a CD of final IEE report to EPA Punjab within immediately. The consultancy firm shall submit 02 colored copies of final IEE report to LWMC and 01 soft copy in 02 CDs.
- (e) The consultancy firm shall reply all queries/ review letters to EPA Punjab after getting perusal of LWMC.
- (f) The consultancy firm shall give IEE report update to LWMC after every 15 days through email, postal mail and will come for meeting for presentation.
- (g) The consultancy firm shall appear and present the case before expert committee/ review committee of EPA Punjab and address their observations/ comments (if any).
- (h) The consultancy firm shall be responsible to get Environmental Approval from EPA Punjab within 03 months from the award of the contract

9. Project Duration:

Duration of the project is **Three (03)** months.

10. Payment Terms

- 1) Inception Report = 15%
- 2) Draft Report = 15%
- 3) Final Report = 20%
- 4) NOC from EPA = 50%

AGREEMENT NO. LWMC/

Dated: -----

AGREEMENT

THIS AGREEMENT, together with APPENDICES A to D which constitute an integral part thereof (hereinafter referred to as the Agreement), is entered into on this ___ Day of ___, 2017.

Between **M/S Lahore Waste Management Company (LWMC)**, a company registered under section 42 of the Companies Ordinance, 1984 (Hereinafter referred to as the “**Client**” or “**LWMC**”, which expression shall where the context permits include its successors-in-interest and permitted assigns) of the first part; and _____ (Hereinafter referred to as the “**Service Firm/ Consultant**”, which expression shall where the context permits include its successors-in-interest and permitted assigns), of the second part.

The Parties hereto agree as under:

ARTICLE 1: THE PROJECT

The Assignment for which Services are required to be performed under this Agreement is described in Appendix A.

ARTICLE 2: SCOPE OF SERVICES

- 2.1 The scope of required services (hereinafter referred to as "Services") to be performed by the Service Firm for this Agreement are described in Appendix A.

ARTICLE 3: TIME SCHEDULE

3.1 Effective Date of Commencement

Effective Date of Commencement of Services shall be as defined in Appendix-B.

3.2 Time Schedule of Services

The time schedule of Services is given in the attached Appendix B.

3.3 Extension of Time

Extension of Time for providing of Services and the terms and conditions thereof shall be mutually agreed between the Client and the Service Firm as and when required.

ARTICLE 4: MODE OF OPERATION

4.1 *Obligations of the Consultancy Firm*

- 1) The Service Firm shall perform Services as an independent Consultant in accordance with recognized professional standards, applicable laws and rules thereunder.
- 2) The Service Firm shall appoint a dedicated Team Leader named in Appendix D who shall represent the Service Firm for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services thereunder. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Service Firm.
- 3) The Service Firm shall carry out the Services with due diligence and efficiency and in conformity with standard professional practices.
- 4) The Service Firm shall ensure the adherence and full compliance to the Terms and Conditions of this Contract and Appendices attached.
- 5) The Service Firm shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and professional practices.
- 6) The Service Firm shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- 7) Except with the prior written approval of the Client, the Service Firm shall not further assign or transfer or outsource the Agreement for Services or any part thereof nor engage any other independent Service Firm or sub-contractor to perform any part of the Services.
- 8) The Service Firm agrees that no proprietary and confidential information received by the Service Firm from the Client shall be disclosed to a third party unless the Service Firm receives a written permission from the Client to do so.

4.2 Obligations of the Client

The Client shall provide to the Service Firm:

- 1) All necessary data/documents/reports, as listed in Appendix A, that may be required by the Service Firm for performing the Services within the Time Schedule given in Appendix B.
- 2) The Client shall designate a person named in Appendix D to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Project Manager of the Service Firm.
- 3) The Client shall take all necessary measures to make timely payments to the Service Firm as stipulated in Article 5, hereof.

ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

The remuneration for Services rendered by the Service Firm and the mode of payment shall be as described in the attached Appendix-C.

ARTICLE 6: ADDITIONAL SERVICES

The Client may ask the Service Firm to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence of both the Parties. The Service Firm shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.

ARTICLE 7: TERMINATION

7.1 End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.

7.2 Termination by the Client

The Client may, by a written notice of thirty (15) days to the Service Firm, terminate this Agreement. All accounts between the Client and the Service Firm shall be settled not later than thirty (30) days of the date of such termination.

7.3 Termination by the Service Firm

The Service Firm may suspend the Agreement by a written notice of thirty (15) days only if the Service Firm does not receive payments due under this Agreement within 30 days of submission of its invoice. If the payment is still not made to the Service Firm after 30 days of notice of suspension, the Service Firm may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the Service Firm under such circumstances, the Client shall pay, within a period of fifteen (15) days from the date of effect of such notice of intent to terminate as referred above, all payments due to the Service Firm.

ARTICLE 8: FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the Service Firms or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include inability to perform due to lack of skills, expertise, insufficiency of funds or failure to make any payment required under the Agreement.

ARTICLE 9: LIQUIDATED DAMAGES

If the firm fails to deliver any or all of the services or goods within the time period(s) specified in the contract, the purchaser shall without prejudice to any other remedy it may have under the contract, deduct from the contract price as liquidated damages, a sum of money equal to 0.1% per day up to a maximum of (10%) of contract value which is attributable to such part of the services/goods as cannot in consequence of the delay be put to the intended use for every day or part of a day between the scheduled delivery date with any extension of time thereof and the actual delivery date(s) provided that the amount so deducted shall not exceed the contract price.

ARTICLE 10: RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Pakistan as given in Appendix D, Special Conditions.



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ARTICLE 11: APPLICABLE LAW

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the Laws of Pakistan.

ARTICLE 12: CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

ARTICLE 13: NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client

**General Manager (P&C),
M/s Lahore Waste Management Company,
Office# 4 & 5, 4TH Floor, Shaheen
Complex, Egerton Road, Lahore.**

To: The Service Firm

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

ARTICLE 14: VALIDITY CLAUSE

It is agreed among the Parties that in case, after the signing of this Agreement there is any provision which is found not valid, due to amendment in the relevant laws or is held to be so, by a court of competent jurisdiction, then the Parties shall join in and agree to amend and alter the said provision/clause to bring it in line with the applicable law. However, this shall not in any way at all affect the validity and/or enforceability of the rest of the Agreement between the Parties.

ARTICLE 15: INDEMNIFICATION

The Service Firm shall buy the insurance cover to fully indemnify the Client from any of the damages and accidental casualty taken place by the Project Team of the Service Firm during the performance of their duty.



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IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

FOR AND ON BEHALF OF

Name of Service Firm

Signed by: _____

Designation: _____

(Seal)

Date: _____

Witness:

Signed by: _____

Full Name: _____

FOR AND ON BEHALF OF

**M/s Lahore Waste Management
Company**

Signed by: _____

Designation: _____

(Seal)

Date: _____

Witness:

Signed by: _____

Full Name: _____

APPENDIX A: Terms of Reference (TOR)

INITIAL ENVIRONMENTAL EXAMINATION (IEE) FOR ESTABLISHMENT OF BIOGAS PLANT AT RAKH CHANDRAI, LAHORE

1. Introduction:

In order to efficiently address SWM issues in Lahore, the City District Government Lahore (CDGL) established Lahore Waste Management Company (LWMC) under section 42 of the Companies Ordinance 1984 on 19th March 2010. LWMC has the vision to transform Lahore as one of the cleanest cities in the world by providing customized solutions in consultation with citizens and private partners to ensure sustainable, safe, clean, and green environment.

Government of the Punjab has given mandate to LWMC for establishment of new Biogas plant (having biogas minimum production capacity of about 19000 m³/day) for the safe treatment/ disposal of animal dung which is generated from premises of local community of Rakh Chandrai, Lahore.

2. IEE Legal Requirement

For the installation of Biogas plant, it is mandatory under section 12 of the Punjab Environmental Protection Act 1997 (Amended, 2012), read with clause B (6) of schedule I of IEE and EIA Regulations 2000, it is mandatory for the proponent to submit Initial Environmental Examination (IEE) before the commencement of the project and to obtain Environmental Approval for waste to energy project.

3. Specific Objectives

The IEE shall be carried out with an objective of identifying environmental impacts of construction, operation and maintenance of the proposed project. The specific objectives will be as follows:

- d) Identification of impacts on *physical environment* including land, water, and air and to suggest mitigation measures.
- e) Identification of impacts on *biological environment* including flora, fauna and natural habitat and suggesting mitigation measures.
- f) Identification of impacts on *socio-economic environment* in the vicinity of the proposed project site.

4. Components of IEE Report

- k) Table of Contents
- l) Abbreviations

- m) Introduction
- n) Policy, Legal & Administrative Frameworks
- o) Description of the Project
- p) Environmental Baseline Profile
- q) Anticipated Environmental Impacts & Mitigation Measures
- r) Environmental Management & Monitoring Plan
- s) Conclusion & Recommendations
- t) Annexures (Punjab Environmental Protection Act, IEE/EIA Regulations 2000, Environmental Monitoring Results/ Reports, Picture logs, Terms of Reference (TOR) of the Project, Checklist of EPA etc.)

5. Compliance of Guidelines

The consultant shall be responsible to prepare IEE report in compliance of following guidelines;

- e. Guidelines for preparing and reviewing environmental reports
- f. Guidelines for policy and procedures for the filing, review and approval of IEE/EIA
- g. Punjab Environmental Quality Standards
- h. International Guidelines for biogas production from animal waste

6. IEE Report Composition

The consultant shall incorporate the following in IEE report:

- y) Maps, site plans, and aerial photographs and other graphic aids and images, as appropriate.
- z) General overview information on location, general layout, depth of ground water table, wind direction, annual rainfall, natural slope of the land, subsurface hydrogeology, soil permeability, existence of any surface water resources etc. and other appropriate information.
- aa) The consultant shall outline the existing polices, legislation, acts, laws, rules, regulations and standards related to establishment of biogas plant at national, provincial and local levels with specific focus on:
 - vii. environmental quality
 - viii. cultural heritage conservation
 - ix. safety and health
 - x. protection of sensitive areas
 - xi. protection of biological species
 - xii. siting and land use control
- bb) The consultant shall also examine and consider appropriate international convention/protocol/treaty where applicable.
- cc) The consultant shall conduct ambient air quality tests (all parameters), noise

- (Leq), drinking water quality tests (all parameters) in compliance of Punjab Environmental Quality Standards (PEQS) through Certified Environmental Lab from EPA Punjab.
- dd) Five years latest data regarding climatic conditions e.g. temperature, humidity, and wind speed.
 - ee) Data regarding existing sources of pollution and extent of contamination.
 - ff) Existing animal dung management facilities and their impacts.
 - gg) The consultant shall present a detailed description of the flora and fauna in the project area with focus on rare, endemic, protected or endangered species, if any.
 - hh) Socio-economic conditions in the project area Impacts of noise, dust, exhaust emissions and odor on local businesses and on community
 - ii) Impacts of proposed project on adjacent or nearby property value
 - jj) Loss of economic activities due to loss of agricultural land, orchards and access to natural resources that may result in social displacement for seeking alternative income
 - kk) Anticipated impacts of relocation of the community
 - ll) Impacts on employment and cultural values
 - mm) Impact of suspended solids and organics from construction site run-off, construction vehicles/equipment maintenance areas.
 - nn) Impacts of construction, operational and maintenance activities on water quality.
 - oo) Impacts of gaseous emissions on air quality from project operation and maintenance activities.
 - pp) Impacts of odor emissions from transportation, handling and disposal operations.
 - qq) Diseases which may affect construction and operational staff.
 - rr) The health impacts of non-communicable diseases propagated through unhygienic conditions and vectors.
 - ss) Physical injuries due to accidents, animal bites, etc. during construction, operation and maintenance.
 - tt) Risks of associated with gaseous mixture (CH₄, CO₂, CO, H₂S, etc.) emission.
 - uu) The consultant shall develop detailed Environmental Management & Monitoring Plan (EMMP) for construction, operation, maintenance and post closure stages.
 - vv) Comments of local community regarding the possible impacts of the proposed project. The expected economic benefits generated by the project that may benefit local communities through the employment of local workers.

7. Consultant Team

Sr.	Title of Expert	Min Exp.	Qualification
3.	EIA/IEE Specialist/ Environmentalist (02 nos.)	10 years	at least M.Phil. Environmental Sciences/ Environmental Management/ Environmental Engineering
4.	Field Environmental officer (02 nos.)	05 years	at least B.S. Environmental Sciences/ Environmental Management/ Environmental Engineering
3.	Socio-Environmental Officer (05 nos.)	05 years	at least B.S. Environmental Sciences/ Environmental Management/Sociology

8. Deliverables

- a) An inception report of proposed project will be submitted separately to the LWMC in 05 copies for review and comments within 14 days. The feedback of the client will enable the consultancy firm to refine their methodology and future course of action.
- (i) 05 copies of an interim report within 30 days of start of work for review and comment of the LWMC.
- (j) After incorporation of the comments from LWMC, 05 hard copies and 01 soft copy of draft IEE report will be submitted to LWMC within 60 days of start of consultancy.
- (k) After incorporating all concerns, the consultant shall submit 10 hard colored copies and 01 soft copy in a CD of final IEE report to EPA Punjab within immediately. The consultancy firm shall submit 02 colored copies of final IEE report to LWMC and 01 soft copy in 02 CDs.
- (l) The consultancy firm shall reply all queries/ review letters to EPA Punjab after getting perusal of LWMC.
- (m) The consultancy firm shall give IEE report update to LWMC after every 15 days through email, postal mail and will come for meeting for presentation.
- (n) The consultancy firm shall appear and present the case before expert committee/ review committee of EPA Punjab and address their observations/ comments (if any).
- (o) The consultancy firm shall be responsible to get Environmental Approval from EPA Punjab within 03 months from the award of the contract

APPENDIX B: TIME SCHEDULE

B-1 EFFECTIVE DATE OF COMMENCEMENT OF SERVICES.

Effective Date shall be the ____ 2017.

B-2 TIME SCHEDULE OF SERVICES

The services are required for a period of 03 months

APPENDIX C: REMUNERATION FOR SERVICES & SCHEDULE OF PAYMENT

(With reference to Article 5)

C-1 TOTAL REMUNERATION

Total Cost = Rs. _____/-

C-2 PAYMENT SCHEDULE

- Inception Report = 15%
 - Draft Report = 15%
 - Final Report = 20%
 - NOC from EPA = 50%
- Lahore Waste Management Company shall make payments to firm by cross check within Thirty (30) days after receipt of approved invoice and relevant supporting documents approved by LWMC in the following manner.
 - i) Commercial Invoice
 - ii) Acceptance Letter/Award Letter
 - iii) Appendix-C
 - iv) Acceptance Certificate verified by Departmental Head

NOTE: LWMC shall not be assumed responsible for any delayed payment due to firm fault.



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APPENDIX D: SPECIAL CONDITIONS

D-1 REPRESENTATIVE OF THE CONSULTANT (Refer Article 4.1)

D-2 REPRESENTATIVE OF THE CLIENT (Refer Article 4.2)

Managing Director/ or any one nominated by him.

D-3 FACILITIES (Refer Article 4.2)

The Client shall provide the Service Firms with:

- Access to data & documents relevant to the Service.
- Assistance to Consultant in other matters relating to engagement.

D-4 VENUE OF ARBITRATION (Refer Article 10)

Lahore, Pakistan.