

## **REQUEST FOR PROPOSAL**

### **FOR SELECTION OF CONSULTANT TO WORK AS A PROJECT ENGINEER FOR INTEGRATED MUNICIPAL SOLID WASTE MANAGEMENT PROJECT FOR RANCHI MUNICIPAL CORPORATION, RANCHI**

**The Chief Executive Officer,**  
Ranchi Municipal Corporation,  
Kutchary Road, Ranchi – 834001 (Jharkhand)  
Phone No: 0651 – 2211215, 2203469  
E-mail: [jnnurm@ranchimunicipal.com](mailto:jnnurm@ranchimunicipal.com), [support@ranchimunicipal.com](mailto:support@ranchimunicipal.com)  
Website [www.ranchimunicipal.com](http://www.ranchimunicipal.com)

S.No	Description	Page No.
<b>1</b>	<b>Background</b>	
1.1	Sale of Invitation for RFP Document	6
1.2	Cost of Preparation /submission of RFP	6
1.3	Proposal Security	6
1.4	Due diligence by applicant	7
1.5	Validity of RFP document	7
1.6	Brief description of the Selection Process	7
1.7	Schedule of Selection Process	7
1.8	Communication	7
<b>2</b>	<b>Instruction to Bidders</b>	
2.1	Scope of RFP	9
2.2	Minimum Conditions of Eligibility of Applicants	9
2.3	Eligible Experience	9
2.4	Financial Capability	10
2.5	Key Team Members	10
2.6	Conflict of Interest	11
2.7	Acknowledgment by the Applicant	12
2.8	Right to reject any or all RFPs	12
2.9	Amendment of Invitation for RFP document, if any	13
2.10	Language	13
2.11	Currency	13
2.12	Formatting and signing of RFP	13
2.13	RFP Due Date	15
2.14	Late RFP	15
2.15	Modification / substitution/ withdrawal of RFPs	16
2.16	Confidentiality	16
2.17	Clarification	16
<b>3</b>	<b>Scope of Work</b>	
3.1	Implementation Period - Design and Planning	16

3.2	Implementation Period - Construction	17
3.3	Operations Period	18
3.4	Handback of Project Facilities to RMC	18
3.5	Breach of Obligations	19
3.6	Meetings, Records and Reporting	19
<b>4</b>	<b>Evaluation Process</b>	
4.1	Evaluation of Bid	21
4.2	Evaluation of Financial Bids	22
<b>5</b>	<b>Fraud and Corrupt Practices</b>	<b>21</b>
<b>6</b>	<b>Miscellaneous</b>	
6.1	Payment Schedule	24
6.2	Client Responsibility	24
6.3	Disincentives	24
6.4	Jurisdiction	24
<b>7</b>	Cover Letter ( <i>Schedule 1</i> )	26
<b>8</b>	Power of Attorney ( <i>Schedule 2</i> )	29
<b>9</b>	Bank Guarantee ( <i>Schedule3</i> )	30
<b>10</b>	Eligible Experience ( <i>Schedule4</i> )	33
<b>11</b>	Key Personal ( <i>Schedule5</i> )	34
<b>12</b>	Financial Details of the Applicant( <i>Schedule 6</i> )	37
<b>13</b>	Format for Financial Bid ( <i>Schedule 7</i> )	38
<b>14</b>	Meetings, Records and Reporting ( <i>Schedule 8</i> )	39

## **DISCLAIMER**

The information contained in this Invitation for Request for proposal document or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Ranchi Municipal Corporation ("RMC") or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this Invitation for RFP document and such other terms and conditions subject to which such information is provided.

This Invitation for RFP document is not an agreement and is neither an offer nor invitation by RMC to the prospective Applicants or any other person. The purpose of this Invitation for RFP document is to provide interested parties with information that may be useful to them in the formulation of their Request for proposal ("RFP") to this Invitation for RFP document. This Invitation for RFP document does not purport to contain all the information that each Applicant may require. Invitation for RFP document may not be appropriate for all persons, and it is not possible for RMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Invitation for RFP document. The statements and information contained in this Invitation for RFP document may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the statements and information contained in this Invitation for RFP document and obtain independent advice from appropriate sources.

Information provided in this Invitation for RFP document to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. RMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

RMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Invitation for RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Invitation for RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this Invitation for RFP document or arising in any way with short-listing of Applicants for participation in the Selection Process.

RMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this Invitation for RFP document.

RMC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information or assessment contained in this Invitation for RFP document.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its RFP including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by RMC or any other costs incurred in connection with or relating to its RFP. All such costs and expenses will remain with the Applicant and RMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the RFP, regardless of the conduct or outcome of the Selection Process.

## **1. Background**

- a. Ranchi Municipal Corporation (RMC) awarded the contract for development of Integrated Municipal Solid Waste Management (ISWM) project in Ranchi on Public Private Partnership basis under JnNURM scheme to A2Z Waste Management (Ranchi) Limited (Concessionaire). The contract was awarded through competitive bidding process.
- b. A2Z Waste Management (Ranchi) Limited (Concessionaire) on behalf of Ranchi Municipal Corporation (RMC) is providing civic services to an estimated population of approximately 1(one) million citizen in the capital city of Jharkhand. The project area covers 55 municipal wards spread over an area of about 175.12 sq. km. As per the Concession Agreement, the Concessionaire has to provide services including door to door collection of MSW, street sweeping, drain cleaning, storage of waste at secondary collection points, transportation of MSW and finally its processing and disposal at the identified site at Jhiri, Ranchi.
- c. RMC desires to select a **Project Engineer** who shall be responsible to review the design & drawings, monitor and certify the activities undertaken by Concessionaire as per Scope of Work defined in Clause 3 of this RFP.

### **1.1 Sale of Invitation for RFP Document for appointment of Project Engineer**

- a. The RFP document can be obtained from the office of Ranchi Municipal Corporation. The Cost of RFP which is Rs.10,000/- (Rupees Ten thousand only) shall be paid in the form of a demand draft in favor of “Chief Executive Officer, Ranchi Municipal Corporation”, drawn on any scheduled bank or nationalized bank, payable at Ranchi. The document fee is non-refundable. RFP may also be downloaded from website of RMC: [www.ranchimunicipal.com](http://www.ranchimunicipal.com). In case RFP is downloaded from the website, demand draft is to be submitted with the proposal. The Eligible Bidder(s) purchasing the hard copy of the RFP must attach the copy of Receipt along with the Proposal.
- b. An Applicant is eligible to submit only one RFP for the Assignment.

### **1.2 Cost of Preparation /submission of RFP**

The Applicants shall be responsible for all of the costs associated with the preparation of their RFPs and their participation in the Selection Process. RMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

### **1.3 Proposal Security**

Technical Proposal should be accompanied with Proposal Security of Rs. 50,000/- (Rupees Fifty Thousand only), without which a Proposal shall be considered non-responsive. The proposal security shall be in the form of a Bank Guarantee or Demand Draft in favour of “Chief Executive Officer, Ranchi Municipal Corporation” drawn on any scheduled bank or

nationalized bank, payable at Ranchi. The format for Bank Guarantee is given in the Schedule 3.

#### **1.4 Due diligence by Applicants**

Applicants are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the RFP.

#### **1.5 Validity of the RFP**

The RFP shall be valid for a period of not less than 180 (one hundred eighty) days from the last date of submission of RFP (the "RFP Due Date").

#### **1.6 Brief description of the Selection Process**

Interested applicants shall submit technical and financial proposal as per terms of the RFP. Following Quality and Cost Based approach and terms of RFP, proposals shall be evaluated to select suitable applicant as Project Engineer.

#### **1.7 Schedule of Selection Process:**

Proposals received after the due date will be rejected outright.

<b>S. No.</b>	<b>Event Description</b>	<b>Date</b>
	Sale of RFP Document	<b>20<sup>th</sup> September 2012</b>
	Last date of purchase of RFP document	<b>1<sup>st</sup> October 2012</b>
	Last date of receiving queries	<b>5<sup>th</sup> October 2012</b>
	Date and Time of Pre-Bid Meeting	<b>8<sup>th</sup> October 2012 at 1600 hours</b>
	Last Date of submission of Bid Document	<b>18<sup>th</sup> October 2012 by 1200 hours</b>
	Opening of Proposals	18 <sup>th</sup> October 2012 at 1600 hours
	Announcement of result	19 <sup>th</sup> October 2012

#### **1.8 Communications**

All communications/ correspondence / enquiries should be addressed to the following in writing by fax /post / courier::

ATTN. OF:  
**The Chief Executive Officer,**  
Ranchi Municipal Corporation,  
Kutchary Road, Ranchi – 834001 (Jharkhand)  
Phone No: 0651 – 2211215, 2203469  
E-mail: [jnnurm@ranchimunicipal.com](mailto:jnnurm@ranchimunicipal.com), [support@ranchimunicipal.com](mailto:support@ranchimunicipal.com)  
Website [www.ranchimunicipal.com](http://www.ranchimunicipal.com)

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**“SELECTION OF CONSULTANTS TO WORK AS A PROJECT ENGINEER FOR  
IMPLEMENTATION OF INTEGRATED MUNICIPAL SOLID WASTE MANAGEMENT  
PROJECT IN RANCHI”**



## 2. Instructions to Applicants

### 2.1 Scope of RFP

- a. Description of the objectives, broad scope of services and selection process are specified in this RFP.
- b. Applicants shall be deemed to have understood and agreed to terms of RFP and that no explanation or justification for any aspect of the Selection Process will be given. RMC's decisions are without any right of appeal whatsoever.
- c. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- d. The Applicant shall submit its proposals in the form and manner specified in this Invitation for RFP document.

### 2.2 Minimum Conditions of Eligibility of Applicants

- a. Applicants must read the minimum Conditions of Eligibility provided herein.
- b. The Applicant shall be a single entity who is either a sole proprietorship/ partnership firm/ Company incorporated under the Companies Act, 1957 or Consortium of not having more than two entities.
- c. Any Applicant which has been barred by the Central/State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the RFP Due Date would not be eligible to submit its RFP.
- d. To be eligible for evaluation of its Credentials, the Applicant must fulfill minimum conditions of eligibility towards Eligible Experience, Financial Capability and Key Team Members as set out below. (Note: In case of Consortium, similar details of all the members of consortium are to be given.)
- e. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at **Schedule 8**.

### 2.3 Eligible Experience

- a. The Applicant should have worked as Independent Engineer/PMC/ TA Cum PMC in least two of the following activities related to Integrated Municipal Solid Waste [MSW] Management, for a period of three years in India:
  - i. Collection, Transportation of MSW, of 300 TPD

**or**

- ii. Composting /Brick Making / Refused Derived Fuel facilities processing of 200 TPD MSW

or

- iii. Management of Engineered Land Fill Site receiving 200 TPD, inert of MSW.

b. The Applicant shall submit a documentary proof in the form of agreement/ clients confirmation/ or any other such document to support the claim that it is capable of checking the design, supervision and construction of Composting plants, Brick Making Plants, RDF plants and Engineered Sanitary landfill site for processing/disposal of municipal solid waste of the capacity as described above.

c. The Applicant to provide list of key personnel having appropriate qualification(s) as per clause 2.5 to supervise/monitor all activities of the project.

#### 2.4 Financial Capability

- a. Should have average annual turnover (gross) of at least Rs. 50.00 lakhs from consultancy services during last three years.
- b. Audited balance sheets of last three years to be provided for verification along with certificate from Statutory Auditor certificate.

#### 2.5 Key Team Members:

Project Engineer shall have following key members in the team for discharging work described under Scope of Work in an efficient and professional manner. Specific essential qualifications minimum experience should be as follows:

S.No	Key Professional	Qualification
1	Team Leader: Public Health Engineer	Masters in Environmental/Public Health Engineering with 10 years' experience. He/She should have relevant experience in at least 2 SWM projects having collection, transport, processing facility and landfill design.
2	Project Engineer	BE/ B.Tech (Civil)/Environmental Engineering/Planning with 5 years of experience of supervising implementation of Solid Waste Management project.
3	Landfill Expert	BE/B. Tech with 5 years relevant experience in designing landfills or construction supervision and Management of landfills.

## 2.6 Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Assignment (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.

RMC requires that the Project Engineer provides professional, objective, and impartial advice and at all times hold RMC's interests' paramount, avoid conflicts with other assignments or its own corporate interests, and act without any consideration for future work. Project Engineer shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of RMC.

An Applicant shall be deemed to have a Conflict of Interest that affects the Selection Process, if

- i. such Applicant receives or has received any direct or indirect subsidy from any other Applicant; or
  - ii. such Applicant has the same legal representative for purposes of this application as any other Applicant; or
  - iii. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
  - iv. If there is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Applicant depend on the circumstances of each case. While providing consultancy services to RMC for this Assignment.
  - v. Applicant shall not take up any assignment that by its nature will result in conflict with the present assignment; or a firm and its Associates which has been engaged by RMC to provide goods or works for a project, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and its Associates, will be disqualified from subsequently providing goods or works or services.
- b. For purposes of this Invitation for RFP document, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person,

whether by operation of law or by contract or otherwise.

## **2.7 Acknowledgement by Applicant**

It shall be deemed that by submitting the RFP, the Applicant has:

- a. Made a complete and careful examination of the RFP document.
- b. Received all relevant information requested from RMC
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Invitation for RFP document or furnished by or on behalf of RMC
- d. Satisfied itself about all matters, things and information, necessary and required for Submitting an informed RFP and performance of all of its obligations there under acknowledged that it does not have a Conflict of Interest and
- e. Agreed to be bound by the undertaking provided by it under and in terms hereof.

RMC shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this Invitation for RFP document or the Selection Process, including any error or mistake therein or in any information or data given by RMC.

## **2.8 Right to reject any or all RFPs**

- a. Notwithstanding anything contained in this Invitation for RFP document, RMC reserves the right to accept or reject any RFP and to annul the Selection Process and reject all RFPs, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. RMC reserves the right to reject any RFP if at any time, a material misrepresentation is made or uncovered, or the Applicant does not provide, within the time specified by RMC, the supplemental information sought by RMC for evaluation of the RFP or
- c. If such disqualification/rejection occurs after the RFPs have been opened, such Applicant shall not be eligible for participating in the Selection Process.
- d. Such misrepresentation/improper response may lead to disqualification of the Applicant, even after selection or awarding of contract.

## **2.9 Amendment of Invitation for RFP document, if any.**

- a. At any time prior to the deadline for submission of RFP, RMC may, for any reason, modify this Invitation of RFP document by the issuance of Addendum.
- b. Such Addendum to this Invitation of RFP document shall be posted by RMC on its official website and shall be binding on all Applicants.

- c. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, RMC may, in its sole discretion, extend the RFP Due Date.

## **2.10 Language**

- a. The RFP with all accompanying documents and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this Invitation for RFP document. No supporting document or printed literature shall be submitted with the RFP unless specifically asked for and in case of any of these documents are in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the RFP, the translation in English shall prevail.

## **2.11 Currency**

The currency for the purpose of this Invitation of RFP document shall be the Indian Rupee (INR).

## **2.12 Format and signing of RFP**

- a) The Applicant shall provide all the information sought under this Invitation for RFP document. RMC would evaluate only those RFPs that are received in the specified formats and complete in all respects.
- b) The documents accompanying the RFP submission shall be placed in TWO separate envelopes and marked as indicated below. The RFP submission shall include:

**Envelope 1: “Technical Submissions” (Two hardbound Sets marked ORIGINAL and COPY, One soft Copy on CD):**

- i. Cover letter as per Schedule 1
- ii. Power of Attorney as per Schedule 2 (for consortium as per Schedule 8)
- iii. Proposal Security in form of Demand Draft or Bank Guarantee valid for 180 days from the date of submission of project in favor of Chief Executive Officer, Ranchi Municipal Corporation as per Schedule 3
- iv. Eligible Experience as per Schedule 4 along with copies supporting documents
- v. Resume of Key Personnel as per Schedule 5
- vi. Financial Capability as per Schedule 6 with copies of supporting documents
- vii. Proof towards purchase of RFP

The RFP shall be made in the formats specified in this Invitation for RFP document. Any attachment to such formats must be provided on separate sheets of paper and only information

that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

**Envelope 2: “Financial Bid” as per Schedule 7.**

Financial bid should be submitted as per Schedule 7. It should not be conditional and should be inclusive of taxes, service tax and out of pocket expenses.

- a) The 2 (Two) envelopes specified shall be placed in an outer envelope, which shall be sealed. Technical & Financial Submission envelopes and Outer envelope shall clearly bear the following identification:

**“SELECTION OF CONSULTANTS TO WORK AS PROJECT ENGINEER FOR THE  
IMPLEMENTATION OF INTEGRATED MUNICIPAL SOLID WASTE MANAGEMENT  
PROJECT IN RANCHI”**

- b) Each of the 2 (Two) envelopes and outer envelope shall also clearly indicate the name and address of the Applicant.
- c) The Applicants shall submit the RFP in spiral/hard bound form by giving an index of submissions.
- d) The RFP shall be typed or written in indelible ink, signed and stamped on each page by the authorized signatory holding valid Power OF Attorney from the Applicant. Alterations, omissions, additions, or any other amendments, made to the RFP shall be initialed by the person signing the RFP.
- e) No supplementary material will be entertained by RMC, and that evaluation will be carried out only on the basis of documents received by the closing time of RFP Due Date. Applicants may however be asked to provide additional information or documents for proper evaluation of information already provided.
- f) Incomplete proposals would be rejected.
- g) RMC reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the Invitation for RFP document. Failure of RMC to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of RMC there under.
- h) In case it is found during the evaluation or at any time before short-listing and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith, by a communication in writing by RMC without RMC being liable in any manner whatsoever to the Applicant.
- i) The completed RFP must be delivered on or before the specified time on RFP Due Date. RFPs submitted by fax, telex, telegram or e-mail shall not be entertained.

### **2.13 RFP Due Date**

- a) RFP should be submitted before 1200 Hours on the RFP Due Date at the address provided in RFP in the manner and form as detailed in this Invitation for RFP document. A receipt thereof should be obtained from the person specified therein.
- b) RMC may, in its sole discretion, extend the RFP Due Date by issuing an Addendum

### **2.14 Late RFPs**

RFPs received by RMC after the specified time on RFP Due Date shall not be eligible for consideration and shall be summarily rejected.

### **2.15 Modification/ substitution/ withdrawal of RFPs**

- a) No RFP shall be modified, substituted, or withdrawn by the Applicant once submitted.
- b) Any alteration/modification in the RFP or additional information or material supplied subsequent to the RFP Due Date, unless the same has been expressly sought for by RMC, shall be disregarded.

### **2.16 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising RMC in relation to or matters arising out of, or concerning the Selection Process. RMC will treat all information submitted as part of the RFP, in confidence and will require all those who have access to such material to treat the same in confidence. RMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or RMC.

### **2.17 Clarification**

- a) To facilitate evaluation of RFPs, RMC may, at its sole discretion, seek clarifications from any Applicant regarding its RFP. Such clarification(s) shall be provided within the time specified by RMC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- b) If an Applicant does not provide clarifications sought within the specified time, its RFP shall be liable to be rejected. In case the RFP is not rejected, RMC may proceed to evaluate the RFP by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of RMC.

**2.18** The initial term of the Project Engineer shall be for three years to be renewed at the discretion of RMC for successive terms of three years over the entire Concession Period. A tripartite agreement shall be entered between the RMC, Concessionaire and the Project Engineer for each term.

### **3. Scope of Work**

**The Scope of Work of the Project Engineer as defined in the Concessionaire Agreement entered between RMC and Concessionaire is reproduced below:**

#### **Role of the Project Engineer**

a. The Project Engineer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project. Broadly, the role of the Project Engineer is to:

(i) independently review, monitor and where required by the Agreement, to approve activities associated with the Design, Construction, Operation and Maintenance of the Project Facilities to ensure compliance by the Concessionaire with the Construction Requirements and Operation & Maintenance Requirements,

(ii) Certify on a daily basis, the following quantum of MSW:

a. collected by Concessionaire

b. processed at the Waste Processing facility

c. land filled at the Landfill Facility

d. returned from the Project Facility as Non-confirming Waste

(iii) report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests,

(iv) assist the Parties in arriving at an amicable settlement of disputes, should the need arise, and

#### **b. Scope of Services**

The services to be provided by the Project Engineer are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Agreement.

#### **3.1. Implementation Period - Design and Planning**

Review of the following submitted by the Concessionaire:

(i) Quality Assurance Plan;

(ii) Implementation/ Construction Plan;



(iii) Design & Drawings

(iv) O & M Plan – Construction Period;

### **3.2 Implementation Period - Construction**

The Project Engineer would monitor, in accordance with Good Industry Practice, the progress in implementation and ensure compliance with the Construction Requirements. For this purpose the Project Engineer shall undertake, inter alia, the following activities and where appropriate make suitable suggestions:

(i) Monitor the progress in implementation of the Project based on the Implementation/ Construction Plan submitted by the Concessionaire;

(ii) Review and approve the material testing and mix designs results and recommend special tests, where required, for materials and/or completed works, require removal/substitution of unsuitable materials and /or works and report deficiencies in respect of the same to RMC;

(iii) Review and monitor the quality assurance and quality control procedures followed by the Concessionaire;

(iv) Review the manpower and equipment deployed by the Concessionaire;

(v) Monitor the Construction Works for conformity with the Project Requirements;

(vi) Verify the 'As-Built' drawings for each component of the works prepared by the Concessionaire and require removal of deficiencies found therein;

(vii) Review the safety and traffic management measures implemented;

(viii) Review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;

(ix) Require, monitor and review the results of Tests to be carried out by the Concessionaire in accordance with the Construction Requirements and/or O&M Requirements;

(x) Require suspension of whole or any part of the Construction Works if in its reasonable opinion the same does not conform to the Construction Requirements;

(xi) Issue Provisional Certificate and/or Completion Certificate in accordance with the applicable provisions of the Agreement; and

(xii) Issue Certificate in accordance with Clause 5.8.2 of Concession Agreement.

- (xiii) Review and assist in finalization of the O&M Manual and first annual O&M Plan prepared by the Concessionaire.

### **3.3 Operations Period**

During this period the Project Engineer would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M Requirements. The specific activities to be undertaken would include the following:

- (i) Review the O&M Plans submitted by the Concessionaire from time to time and assist the Concessionaire in finalizing the same;
- (ii) Monitor O&M activities (including maintenance of equipment, standards of service, safety and environmental issues) and the overall quality of O&M activities so as to ensure compliance by the Concessionaire with the O&M Requirements, O&M Plan and O&M Manual;
- (iii) Periodically review the O&M Manual for adequacy;
- (iv) Inspect the Project Facilities and as and when exigencies require to ascertain conformity with Project Requirements;
- (v) Review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
- (vi) Undertake a quarterly review of the various records and registers to be maintained by the Concessionaire (including the records relating to complaints and accidents) and suggest suitable remedial measures/ procedures, where necessary.
- (vii) Project Engineer shall certify the quantity of MSW collected, Processed in the Processing Facility and Landfill by the Concessionaire on a daily basis.
- (viii) In the event of Emergency, the Project Engineer shall assist the Concessionaire in dealing with the same and if necessary require or permit, as the case may be, the Concessionaire to take such appropriate steps or measures including where necessary decommissioning of any Project Facilities.

### **3.4 Handback of Project Facilities to RMC**

At the time of handing back the Project Facilities to RMC at the end of Concession Period, the Project Engineer shall:

- (i) Monitor and certify compliance with Project Facility Handback Requirements and

(ii) Issue a Certificate of Compliance with Project Facility Handback Requirements to the Concessionaire.

### **3.5 Breach of Obligations**

If during the course or upon review / inspection undertaken by the Project Engineer or otherwise, it transpires that either of the Parties is in breach/ default of any of its obligations under the Agreement, the Project Engineer shall, under intimation to the other Party, require the defaulting Party to remedy such breach/ default within such time and in such manner as the Project Engineer may deem fit and in each case the same shall be recorded.

### **3.6 Meetings, Records and Reporting**

(a) The Project Engineer would be required to participate in the Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month during the Construction Period and once every two months during the Operations Period as also to participate in emergency or extra-ordinary meetings of the Parties held to deal with any Emergency, Force Majeure Event or other exigencies.

(b) Project Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:

- (i) Manpower deployed and other organizational arrangements of the Project Engineer;
- (ii) Reviews of documents submitted to it by the Concessionaire to meet Project Requirements, such as manuals, Drawings, As-Built drawings, schedules, plans and reports;
- (iii) Inspections undertaken and notices/instructions issued to the Concessionaire;
- (iv) Review of compliance with Project Requirements;
- (v) Records of quantities of waste certified daily with respect to door to door collection, Processing and Landfill done by the Concessionaire
- (vi) Tests;
- (vii) Change in Law;
- (viii) Emergency (including accidents);
- (ix) Force Majeure Events;
- (x) Breaches and defaults by the Parties;

(xi) Project Facility Handback Requirements; and

(c) Project Engineer would be required to submit the following reports to the Parties during the Concession Period:

(i) Implementation / Construction Period

- Monthly Progress Report (including details of slippages and remedial measures)
- Report on Tests and report on notices Issued
- Completion Certificate (including Provisional Certificate)
- Report on Project Equipments and Vehicles purchased by the Concessionaire for implementation of the Project.
- Any supplemental or special report that may be considered necessary by the Project Engineer (including Emergency, Force Majeure, and breach of obligations).
- Any other report as may be reasonably required by RMC or as may be necessary to give effect to the provisions of the Agreement.

(ii) Operations Period

- Monthly O&M Report (including details of waste collected, Processed and Landfill)
- Report on Tests and report on notices Issued
- Any supplemental or special report that may be considered necessary by the Project Engineer (including Emergency, Force Majeure, and breach of obligations)
- Annual Review of O&M Manual
- Any other report as may be reasonably required by RMC or as may be necessary to give effect to the provisions of the Agreement.

(iii) Report on Project Facility Handback Requirements.

(iv) Any other report as may be reasonably required by RMC or as may be necessary to give effect to the provisions of the Agreement.

#### 4. Evaluation Process

- a) RMC shall open the RFPs at 1600 Hours on the RFP Due Date, at the office of RMC and in the presence of the Applicants who choose to attend.
- b) Prior to evaluation of RFPs, RMC will determine whether each RFP is responsive to the requirements of this Invitation for RFP document. A RFP shall be considered responsive only if:
  - i. Is received by the RFP Due Date including any extension thereof, if any.
  - ii. Is signed, sealed and marked as stipulated in RFP.
  - iii. Contains all the information and documents specified herein and in the formats set out in this Invitation for RFP document.
  - iv. Mentions the validity period as set out in RFP.
  - v. Proposal Security is submitted.
  - vi. Proof of purchase of RFP is submitted.
- c) RMC reserves the right to reject any RFP which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by RMC in respect of such RFPs.
- d) RMC would subsequently examine and evaluate RFPs in accordance with the provisions of RFP for assessment of the Minimum Conditions of Eligibility prescribed at clause 2.2

#### 4.1 Evaluations of Bids:

- a) Applicants who satisfy the Minimum Conditions of Eligibility as per clause 2.2, 2.3, 2.4, and 2.5 shall be short listed for participation in the next stage of the Selection Process.
- b) Based on following parameters marks for technical experience shall be awarded:

1	Experience as Project Engineer/TA and PMC /Construction Supervisors in civil urban infrastructure project in India as per Clause 2.3  (30 marks for eligible project and 10 marks for additional project subject to maximum of two projects)	<b>50</b>
2.	Key Personnel proposed based on: (i) Qualification ii) Relevant work experience	<b>50</b>
	Team Leader	30
	Project Engineer	10

	Landfill Expert	10
--	-----------------	----

**Applicant scoring minimum of 60 marks shall be qualified .**

A list of 5(five) qualified Applicants based on Technical score shall be shall be forwarded to the Concessionaire for their recommendation and arriving at final list of three technically qualified duly recommended Applicants.

To enable RMC to evaluate the Credentials, Applicant should furnish the details of experience, along with supporting documents for the parameters, as applicable, separately. The Applicant, in addition to the details, should also submit project data sheet, as set out in Schedule 4 for such project(s).

- c. The Applicants shall submit the supporting documents in the form of completion certificates or work orders for the Credentials in accordance with the provisions of Schedule 4.
- d. The Applicant should furnish the details of Key Personnel in the format set out in Schedule 5.

**4.2 Evaluation of Financial Bids**

- a) Financial bids of three recommended Applicants shall be opened by RMC
- b) Applicant with lowest bid shall be assigned 100 marks. The Financial Proposals of other bidders shall be assigned marks as follows:

$$Sf = 100 \times Fm / \text{Financial Proposal of Applicant under consideration.}$$

- 1. Fm: Lowest Financial Proposal.
- 2. Sf: Financial Score

**4.3 Composite Score**

- a) For selection of Applicant, final ranking will be determined based on the combined total score for each applicant. This will be done by applying a weight of 0.80 (or 80 %) and 0.20 (or 20%) respectively to the technical and financial scores of each qualifying Applicant.
- b) The Composite Score of Technical Proposal and Financial Proposal shall be computed as follows:

$$\text{Composite Score} = (Pe \times 0.8) + (Sf \times 0.2)$$

- c) Applicant with highest composite score shall be declared successful who shall be called for negotiations. After successful negotiation, the work shall be awarded to the firm, if the negotiation fails; the next high scorer applicant shall be called for negotiations.
- c) The decision of RMC will be the final and binding on the bidders. Conditional bids will be rejected. Any conditional discounts by bidder shall not to be taken into account for the purpose of evaluation.
- d) RMC will not entertain any query or clarification from Applicants who fails to qualify at any stage of Selection Process.
- e) Applicants are advised that selection will be entirely at the discretion of the RMC. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or selection will be given.
- f) Any information contained in the RFP shall not in any way be construed as binding on RMC, its agents, successors or assigns, but shall be binding against the Applicant if the assignment is subsequently awarded to it.

## 5. Fraud and Corrupt Practices

- a) The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation of RFP document, RMC shall reject a RFP without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process.
- b) Without prejudice to the rights of RMC under Clause 5. hereinabove and the rights and remedies which RMC may have under the short-listing process, if an Applicant is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the short-listing process, such Applicant shall not be eligible to participate in any tender issued by RMC during a period of 2 (two) years from such date.
- c) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
  - 5.1.1 “corrupt practice: means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of RMC who is or has been associated in any manner, directly or indirectly with the Selection Process or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of RMC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process or (ii) engaging in an manner whatsoever, whether during the Selection Process or after short-listing, as the case may be, any person in respect of any matter relating to the Project, who at any time has been or is a legal, financial or technical consultant/adviser of RMC in relation to any matter concerning the Project;
  - 5.1.2 “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - 5.1.3 “coercive practice: means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - 5.1.4 “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by RMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and



5.1.5 “Restrictive practice: means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **6. Miscellaneous**

### **6.1. Fee to Consultant and Payment Schedule:**

The fee payable to the Selected Consultant shall be paid on monthly basis subject to progress of the work as assessed by RMC.

### **6.2 Client Responsibility**

- a. The RMC shall give all required support in terms of information/data available.
- b. Seeking permissions from governmental offices
- c. Approving draft submissions prepared by Project Engineer

### **6.3 Disincentives**

If the agency fails to comply with any of the clauses of the agreement after entering into the same with RMC, the agreement will be terminated on three month notice. The project will be reviewed every month by RMC. In case of failure of any agency and termination of the agreement, the RMC may allot the work to other shortlisted Applicants on fresh financial bid or may award to some other agency.

### **6.4 Jurisdiction**

- a) The Selection Process shall be governed by and construed in accordance with the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- b) RMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto
  - ii. consult with any Applicant in order to receive clarification or further information
  - iii. retain any information and/or evidence submitted to RMC by, on behalf of and/or in relation to any Applicant; and/or
  - iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
  - v. It shall be deemed that by submitting the RFP, the Applicant agrees and releases RMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or

liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

**Schedule 1**

**Cover Letter**

To,

**The Chief Executive Officer  
Ranchi Municipal Corporation  
Kutchary Road, Ranchi – 834001  
Jharkhand**

Dated:

**Sub:** Selection of Consultants to Work as Project Engineer for the Implementation of Integrated Municipal Solid Waste Management Project for Ranchi Municipal Corporation in Ranchi

Dear Sir,

With reference to your Invitation for RFP document dated -----, we, having examined the Invitation for RFP document and understood its contents, hereby submit our RFP for the aforesaid Project.

- 1 The RFP is unconditional and unqualified.
- 2 All information provided in the RFP and in the Schedules is true and correct and all documents accompanying such RFP are true copies of their respective originals.
- 3 We shall make available to RMC any additional information it may find necessary or require to supplement or authenticate the RFP.
- 4 We acknowledge the right of RMC to reject our RFP without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5 We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 6 We declare that:
  - a. We have examined and have no reservations to the Invitation for RFP Document, including any Addendum issued by RMC.
  - b. We do not have any conflict of interest in accordance with Clauses 2.6 of the Invitation for RFP document;

- c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5 of the Invitation for RFP document, in respect of any tender issued by or any agreement entered into with RMC or any other public sector enterprise or any government, Central or State;
  - d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 5 of the Invitation for RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - e. We hereby acknowledge that neither we, nor our Associates, have been engaged by the Concessionaire to provide goods or works or services for the Project.
- 7 We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any RFP that you may receive nor to invite the Applicants to submit their RFPs for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.8 of the Invitation for RFP document.
  - 8 We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the Invitation for RFP document and are qualified to submit RFP in accordance with the provisions of the Invitation for RFP document.
  - 9 We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  - 10 We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  - 11 We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
  - 12 We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate RMC of the same immediately.
  - 13 We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by RMC in connection with the short-listing of Applicants, or in connection with the Selection Process itself, in respect of the above mentioned Assignment and the terms and implementation thereof.
  - 14 We have studied all the Invitation for RFP document carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by RMC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.

15 We agree and understand that the RFP is subject to the provisions of the Invitation for RFP document. In no case, we shall have any claim or right of whatsoever nature if we are not short-listed or our RFP is not opened.

16 We agree to keep this offer valid for 180 days from the RFP Due Date specified in the Invitation of RFP document.

17 We agree and undertake to abide by all the terms and conditions of the Invitation of RFP document.

In witness thereof, we submit this RFP under and in accordance with the terms of the Invitation of RFP document.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

Name and seal of Applicant

**Schedule 2**

**POWER OF ATTORNEY**  
**(On Stamp paper of relevant value)**

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our RFP for Selection of Consultants to Work as a Project Engineer for implementation of Integrated Municipal Solid Waste Management Project for Ranchi Municipal Corporation in Ranchi, including signing and submission of all documents and providing information/responses to RMC in all matters in connection with our Applicant for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the Day of 2012 Accepted

For ..... Name & signature

(Name and designation of the person(s)

signing on behalf of the Applicant)

*Note:*

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
  
2. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

### **Schedule 3**

#### **Bank Guarantee Format**

**G. No.      Dated:**

In consideration of you, Chief Executive Officer, Ranchi Municipal Corporation having its office at Kutchary Road, Ranchi – 834001 (Jharkhand) (hereinafter referred to as the “Employer”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of [a Company registered under provision of the Companies Act, 1956 ] and having its registered office at \_\_\_\_\_(hereinafter referred to as the “Applicant” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for Selection of Consultants to Work as a Project Engineer for implementation of Integrated Municipal Solid Waste Management Project for Ranchi Municipal Corporation in Ranchi (“the Project”

- 1 The Project” pursuant to the RFP dated \*\*\*\*\* issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at \_\_\_\_\_and one of its branches at \_\_\_\_\_(hereinafter referred to as the “Bank”), at the request of the Applicant, do hereby in terms of Clause given in the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of Rs. 50,000 (Rupees Fifty Thousand only) as Proposal Security (hereinafter referred to as the “**Proposal Security**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- 2 Any such written demand made by the Employer stating that the Applicant is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- 3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of the Employer is disputed by the Applicant or not merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Applicant to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Applicant to keep its Proposal open during the Proposal validity period as

set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 50,000/- (Rupees fifty thousand only).

- 4 This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Employer and the Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5 We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Applicant to keep its Proposal open during the Proposal validity period set forth in the said Bidding Documents, and the decision of the Employer that the Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.
- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Applicant or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Applicant or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our branch in Ranchi, Jharkhand



who shall be deemed to have been duly authorized to receive the said notice of claim.

- 10 It shall not be necessary for the Employer to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
- 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by \_\_\_\_\_ Bank

By the hand of Mr./Ms \_\_\_\_\_, its \_\_\_\_\_ and authorised official.

(Signature of the Authorized Signatory)

(Official Seal)

**Schedule 4**  
**Eligible Experience**

All relevant documents in support of eligibility criteria set out in this document.

**Credentials of the Applicants**

**1. Format for Project Data Sheet**

Assignment Name:		Country:
Location within Country:		Key Professional Staff Provided:
Name of Client :		No. of Professional Staff:
Address:		No. of Professional Staff Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approximate Value of Services (in INR):
Name of Associated Consultants, if any:		No. of Months of Key Professional Staff, Provided by Associated Consultants:
Name of Senior Staff involved:		
Narrative Description of Project:		
Description of Actual Services provided:		

**2. Supporting documents for evaluation of Credentials**

The supporting documents to be submitted by the Applicants are set out below:

Any one of the following documents could be submitted to demonstrate experience:

Completion Certificate/Work order/Agreement/ relevant supporting documents from the client.

**Schedule 5**

**Key Personnel**

**Format of Curriculum Vitae (CV) for Proposed Key Personal**

Summary of key qualification

<b>1. Proposed Position</b>					
<b>2. Name of Firm</b>					
<b>3. Name of Staff</b>					
<b>4. Date of Birth</b>		Citizenship	Indian		
<b>5. Education</b>					
<b>6. Membership of Professional Associations</b> :					
<b>7. Other Training</b>					
<b>8. Publications</b>					
<b>9. Languages</b>	<b>Languages</b>	<b>Speaking</b>	<b>Reading</b>	<b>Writing</b>	
	English				
	Hindi				
<b>10. Employment Record</b>	<p><b>From:</b></p> <p><b>Employer:</b></p> <p><b>Position held:</b></p> <p><b>From:</b></p> <p><b>Employer:</b></p> <p><b>Position held:</b></p>				

	<p><b>From:</b> <b>Employer:</b> <b>Position held:</b></p> <p><b>From:</b> <b>Employer:</b> <b>Position held:</b></p> <p><b>From:</b> <b>Employer:</b> <b>Position held:</b></p> <p><b>From:</b> <b>Employer:</b> <b>Position held:</b></p>
<p><b>11. Detailed tasks Assigned</b></p>	<p>12. Work Undertaken that best illustrates Capability to Handle the Tasks Assigned:</p>

**Certification**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signature of the staff:

OR

The signature of the authorized representative

Date

**Schedule 6**

**Financial Details of the Applicant**

<b>Description</b>	<b>Turnover (Rs. Crores)</b>
Financial Year (2008-09)	
Financial Year (2009-10)	
Financial Year (2010-11)	
Average Turnover	

The Applicants to furnish audited turnover details along with balance sheets and profit & loss accounts for last three years along with a certificate from Statutory Auditor/ Chartered Accountant to establish minimum average annual turnover from consultancy income required toward Financial Eligibility.

**Schedule -7**

**Format for financial Bid:**

S. No.	Description	Lumpsum Amount in INR	Amount in INR (in words)
1.	Monthly Fee		

Applicants to quote financial bid in the form of monthly fee, inclusive of all taxes, duties, cess, out of pocket expenses etc.

**Schedule 8**

**Power of Attorney for Lead Member of Consortium**

Whereas the Ranchi Municipal Corporation (RMC) has invited bids for Selection of Consultants to Work as a Project Engineer for implementation of Integrated Municipal Solid Waste Management Project for Ranchi Municipal Corporation in Ranchi.

Whereas, ..... and ..... (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at ....., and M/s. .... having our registered office at ....., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. .... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the RMC, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the RMC.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said



Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

