

Request for proposal Document

Selection of Consultants to work as Project Management Consultant for Integrated MSW Management Project in Ranchi

August 2009

Ranchi Municipal
Corporation
Ranchi, Jharkhand

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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 issue of this Invitation for RFP document does not imply that RMC is bound to short-list Applicants for next stage of the Selection Process for the Project and RMC reserves the right to reject all or any of the RFPs without assigning any reasons whatsoever.

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 or submission of the RFP, regardless of the conduct or outcome of the Selection Process.

1. INTRODUCTION

1.1. Background

- 1.1.1 Ranchi Municipal Corporation (“RMC”) has been in the forefront in implementing reforms aiming at improved service delivery that is qualitative, reliable and sustainable. Sanitation is the prioritized area of service delivery and RMC has been making continued efforts in improving MSW management for the past few years.
- 1.1.2 Jawaharlal Nehru National Urban Renewal Mission (“JNNURM”) programme was launched under the Ministry of Urban Development, Government of India to undertake reforms and facilitate investments in the urban sector of identified cities. Ranchi has been selected as one of the cities eligible for availing financial assistance under the JNNURM program. As a part of its initiatives and in order to avail financial assistance under JNNURM, RMC has prepared a Detailed Project Report (“DPR”) for development of an Integrated Municipal Solid Waste (MSW) Management Project in Ranchi.
- 1.1.3 With the objective of developing the project under a Public Private Partnership (PPP) framework, RMC will carry out a transparent competitive bid process for identification of the private developer (“the Concessionaire”). In accordance with the provisions of the Concession Agreement executed between RMC and the Concessionaire, the Concessionaire shall be responsible for enabling collection, transportation, processing and disposal of MSW and reclamation/ alternative use of existing dump sites and for that purpose to design, develop, finance, construct, operate and maintain the facilities (the “Project”).

1.2. Invitation for Request for proposal Document

- 1.2.1 In accordance with the provisions the Concession Agreement, Project Management Consultant (“IE”) would need to be identified for supervision and monitoring of the construction / development activities and to ensure that the Project is developed in accordance with the Applicable Laws including Municipal Solid Waste (Management & Handling) Rules, 2000 and the Construction Requirements and O&M Requirements set out by RMC in the Concession Agreement (the “Assignment”). As per provisions of the Concession Agreement, PMC shall be required to:
- a. Invite tenders for selection of private party to implement the project on PPP basis.
 - b. Independently and on behalf of both RMC and the Concessionaire, review activities associated with design, construction, operation and maintenance of the

- Project to ensure compliance of requirements of Concession Agreement;
- b. Verify / conduct Tests on completion of construction activities of the Project facilities and issuing Readiness Certificate/Provisional Readiness Certificate;
 - c. Report to the Parties on various physical, technical and financial aspects of the Project based on inspections, site visits and Tests;
 - d. Assist the Parties in arriving at an amicable settlement of disputes;
 - e. Assist RMC in disbursement of financial assistance received under JNNURM;
 - f. Assist RMC in making Tipping Fee payments to the Concessionaire;
 - g. Review matters related to safety and environment management measures.

Detailed scope of work is mentioned in Article 3 of this RFP.

- 1.2.2 RMC intends to select the PMC through an open competitive bidding process in accordance with the procedure set out herein.

1.3. Due diligence by Applicants

- 1.3.1 Applicants are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the RFP by paying a visit to RMC area and the Project site, sending written queries to RMC etc.

1.4. Sale of Invitation for RFP Document

Invitation for RFP document can be obtained from the address set out in Clause 1.8, for obtaining information with respect to the Conditions of Eligibility, Credentials and submissions required.

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 (“RFP Due Date”).

1.6. Brief description of the Selection Process

- 1.6.1 RMC shall invite RFP from interested parties with duly filled formats including financial proposals. Based on evaluation of the RFPs, RMC shall short-list the suitable firm as Independent Engineer. A Quality and Cost based approach shall be adopted for the identification of PMC.

1.7. Schedule of Selection Process

RMC would endeavor to adhere to the following schedule:

Availability of Invitation for RFP Document	Invitation for RFP document can be obtained from the address set out in Clause 1.8
Document Fee	Rs. 10,000/- (Rupees ten Thousand Only/-), which shall be non-refundable.
	RFP Due Date 12.10.2009, up to 1500 Hours.

1.8. Communications

1.8.1. All communications including the submission of RFP should be addressed to:

Address for Communication:

ATTN. OF: Chief Executive Officer
Ranchi Municipal Corporation
Ranchi

TEL NO: -----

E-MAIL: -----

1.8.2. 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 PROJECT
MANAGEMENT CONSULTANT FOR DEVELOPMENT OF INTEGRATED
MUNICIPAL SOLID WASTE MANAGEMENT PROJECT IN RANCHI**

2. INSTRUCTIONS TO APPLICANTS

A GENERAL

2.1. Scope of RFP

- 2.1.1. Description of the objectives, broad scope of services and other requirements relating to this Assignment are specified in this Invitation for RFP Document.
- 2.1.2. Applicants are advised that the selection of PMC shall be on the basis of an evaluation by RMC through the Selection Process specified. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that RMC's decisions are without any right of appeal whatsoever.
- 2.1.3. 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.
- 2.1.4. While, the Project Management Consultant shall be appointed for term of the Project Management Consultant shall be 2 (two) years.
- 2.1.5. The Applicant shall submit its RFP in the form and manner specified in this Invitation for RFP document. The Applicants shall submit documents towards eligibility and qualification in accordance with provisions of Clause 2.2 and towards evaluation of their experience ("Credentials") for short-listing in accordance with provisions of **Section 4**.
- 2.1.6. The independent engineering services shall be provided by an integrated multi-disciplinary team consisting of team leader, MSW management expert, environmental expert, quantity surveyor, civil engineer, electrical engineer, mechanical engineer etc.

2.2. Conditions of Eligibility of Applicants

- 2.2.1. Applicants must read carefully the minimum conditions of eligibility provided herein.
- 2.2.2. The Applicants eligible for participating in the Assignment shall be a single Business Entity or a consortium of maximum two members. For the purpose of this Invitation for RFP document, a Business Entity shall mean a company¹ registered in India under the Companies Act 1956 or a proprietorship firm . The Applicants shall fulfill criteria toward Eligible Experience and Financial Capability.

- 2.2.3. 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.
- 2.2.4. Any Applicant which has been engaged by the Concessionaire to provide goods or works or services for the Project, and its Associates, would not be eligible to submit its RFP.
- 2.2.5. An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.
- 2.2.6 Bidder/member of consortium/sister concern/subsidiary of bidder shall not be involved in the business of operation & maintenance of MSW projects (any company who can be a possible bidder for development of project on PPP basis cannot bid in PMC project).

2.3. Conflict of Interest

- 2.3.1 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.
- 2.3.2 RMC requires that the PMC 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. PMC 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.
- 2.3.3 An Applicant shall be deemed to have a Conflict of Interest that affects the Selection Process, if
 - a. such Applicant receives or has received any direct or indirect subsidy from any

¹ A company should furnish certificate of incorporation and memorandum of association as proof of identity.

- other Applicant; or
- b. such Applicant has the same legal representative for purposes of this application as any other Applicant; or
- c. 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
- d. 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, the Applicant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- e. 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 related to the same project;

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.

2.4. Number of RFPs

An Applicant is eligible to submit only one RFP for the Assignment. An Applicant shall not be entitled to submit another RFP.

2.5. Cost 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.

2.6. Document Fee

2.6.1 Each RFP shall be accompanied by a Document Fee of Rs. 10,000/- (Rupees Ten Thousand only/-), which shall be non-refundable.

2.6.2 The Document Fee shall be in the form of a crossed demand draft drawn in favour of Chief Executive Officer, RMC on any scheduled bank, payable at Ranchi which will be Non Refundable.

2.7. Site visit and verification of information

Applicants are encouraged to submit their respective RFPs after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site(s), applicable laws and regulations or any other matter considered relevant by them.

2.8. Acknowledgement by Applicant

2.8.1 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;

- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.8.2 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.

2.9. Right to reject any or all RFPs

2.9.1 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.

2.9.2 RMC reserves the right to reject any RFP if:

- a. At any time, a material misrepresentation is made or uncovered, or
- b. The Applicant does not provide, within the time specified by RMC, the supplemental information sought by RMC for evaluation of the RFP.

Such misrepresentation/improper response may lead to disqualification of the Applicant. If such disqualification/rejection occurs after the RFPs have been opened, such Applicant shall not be eligible for participating in the Selection Process.

B. DOCUMENTS

2.10. Contents of the Invitation for RFP Document

2.10.1 This Invitation for RFP document comprises the Disclaimer, the contents as listed below and will additionally include any Addendum/Amendment issued in accordance with Clause 2.12:

Invitation for RFP document

Section 1	Introduction
Section 2	Instructions to Applicants
Section 3	Conditions for Eligibility of Applicants
Section 4	Evaluation of Credentials of Applicants
Section 5	Fraud and Corrupt Practices
Section 6	Miscellaneous

Key Submissions

1. Cover Letter
2. Document Fee
3. Power of Attorney for signing of Bid

Qualification Submissions

1. Eligible Experience
2. Financial details

Financial Submission

Credentials

1. Experience of the Applicants

2.11 Amendment of Invitation for RFP document

- 2.11.1 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.
- 2.11.2 Such Addendum to this Invitation of RFP document shall be posted by RMC on its official website and shall be binding on all Applicants.
- 2.11.3 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.

C. PREPARATION AND SUBMISSION OF RFP

2.12 Language

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.

2.13 Currency

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

2.14 Format and signing of RFP

2.14.1 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.

2.14.2 The documents accompanying the RFP submission shall be placed in separate envelopes and marked as indicated below. The RFP submission shall include:

Envelope 1: “Technical Submissions”

- a. Cover letter in the prescribed format (**Schedule 1**);
- b. Power of Attorney in the prescribed format (**Schedule 2A & 2B**);
- c. Eligible Experience - The Bidder should furnish the details of experience and submit supporting documents to support its claim as per **Schedule 3A**.
- d. Financial Capability - The Bidder should furnish the details of Financial Capability and furnish evidence to support its claim as per **Schedule 3B**.

Envelope 2: “Financial Offer

2.15.3 The 2 (Two) envelopes specified in Clauses 2.15.2 shall be placed in an outer envelope, which shall be sealed. Technical Submission envelopes shall clearly bear the following identification:

Selection of Consultants to Work as Project Management Consultant for
Development of Integrated Municipal Solid Waste Management Project in Ranchi

Each of the 2 (Two) envelopes shall also clearly indicate the name and address of the Applicant.

- 2.15.4 The Applicant shall prepare one original set of the documents (comprising Key Submissions, Qualification Submissions and Credentials) and clearly mark the same “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copy of the documents marked “DUPLICATE” and 1 (one) soft copy. In the event of any discrepancy between the Original and the Duplicate, the Original shall prevail.
- 2.15.5 The RFP shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments, made to the RFP shall be initialed by the person(s) signing the RFP. The RFP must be properly signed by a duly authorized person holding the Power of Attorney (the “Authorized Representative”).
- 2.15.6 Applicants should note the RFP Due Date, for submission of RFPs. Applicants are reminded that 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 will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.16 Request for proposal

- 2.16.1 Applicants shall submit the RFP in the formats specified herein.
- 2.16.2 Failure to comply with the requirements spelt out in this Clause 2.16 shall make the RFP liable to be rejected.
- 2.16.3 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 thereunder.
- 2.16.4 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.

2.17 Submission of RFP

2.17.1 The Applicants shall submit the RFP in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Applicant.

2.17.2 The RFP will be sealed in an outer envelope which will bear the address of RMC, name of the Assignment and the name and address of the Applicant, It shall bear on top, the following:

“Do not open, except in presence of the Authorized Person”

If the envelope is not sealed and marked as instructed above, RMC assumes no responsibility for the misplacement or premature opening of the contents of the RFP submitted.

2.17.3 The RFP shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant. All pages of the original RFP must be numbered and initialed by the person or persons signing the RFP.

2.17.4 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.

2.17.5 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.

2.18 RFP Due Date

2.18.1 RFP should be submitted before 1500 Hours on the RFP Due Date at the address provided in Clause 1.8 in the manner and form as detailed in this Invitation for RFP document. A receipt thereof should be obtained from the person specified therein.

2.18.2 RMC may, in its sole discretion, extend the RFP Due Date by issuing an Addendum in accordance with Clause 2.12 uniformly for all Applicants.

2.19 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.

2.20 Modification/ substitution/ withdrawal of RFPs

- 2.20.1 The Applicant may modify, substitute, or withdraw its RFP after submission, provided that written notice of the modification, substitution, or withdrawal is received by RMC prior to RFP Due Date. No RFP shall be modified, substituted, or withdrawn by the Applicant on or after the RFP Due Date.
- 2.20.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.15, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.20.3 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.

D. EVALUATION PROCESS

2.21 Evaluation Process

- a. RMC shall open the RFPs at 15.00 Hours on the RFP Due Date, at the place specified in Clause 1.8 and in the presence of the Applicants who choose to attend.
- b. RFPs for which a notice of withdrawal has been submitted in accordance with Clause 2.20 shall not be opened.
- c. 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 pursuant to Clause 2.18.2.
 - ii. Is signed, sealed and marked as stipulated in Clause 2.15.
 - 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 Clause 1.5.
- d. 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.
- e. RMC would subsequently examine and evaluate RFPs in accordance with the

- provisions of Clause 2.2 for assessment of the Conditions of Eligibility.
- f. The Credentials of the Applicants who satisfy the Conditions of Eligibility shall be evaluated as per the criteria set out in section-5, for the purposes of short-listing of the Applicants for participation in the next stage of the Selection Process. RMC will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process.
 - g. 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.
 - h. 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.

2.22 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.

2.23 Clarification

- 2.23.1 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.
- 2.23.2 If an Applicant does not provide clarifications sought under Sub-Clause 2.23.1 above 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.

3: SCOPE OF WORK

1. Broad Scope of work of Project Management Consultant

The project management consultant shall be responsible for monitoring the entire project in coordination with the DPR consultant & the selected bidder for execution of work , obtaining the requisite statutory approvals related to the entrusted works handing over the completed works the Govt of Jharkhand or its designated agencies on its completion , conducting IEC on SWM etc. The Project Management Consultant will also act as Transaction Advisor.

- a) The project management consultants shall also prepare technical report, drawing , designs, estimates , BOQ etc for the work such as waste collection and transportation , site surveys and feasibility studies, construction of compost plant/RDF Plant , brick making plant and landfill , and all associated civil works etc , detailed engineering design & drawing , detailed cost estimates based on details available in DPRs and as per site condition , Bill of Quantities (BOQ) and working drawing , good for construction drawings. Project Management Consultant should ensure that the designs are got proof checked by the consultant from a reputed Technical Institution.
- b) Finalization of complete tender documents for the various under the project incorporating all statutory/ mandatory provisions in respect of labour laws , taxes/award of works to contractor through tendering by RMC.
- c) Day to day supervision of execution of collection, transportation and construction works for at sites through contractors, quality control, finalizing the bill of contract, handing over completed works to designated agencies and attend to enquiry/audit queries & all arbitration / litigation cases w.r.t the project till their conclusion.

1. Detailed Scope of Work is as Under

I. PRE-TENDER AND APPROVAL STAGE

- a) Coordination w.r.t procurement of equipment and vehicles for SWM according to the approved DPR
- b) Assisting RMC in adopting a feasible contracting mechanism for various SWM activities , coordination with NGOs and associated activities.
- c) Coordination w.r.t the engineering designs for proposed transfer stations compost and brick making unit and landfill according to the DPR prepared and implementation.
- d) The project Management Consultants will make modification and additional requirements incorporated themselves or through appointed Consultant wherever considered necessary in the method , designs and drawings to improve the performance and efficiency of the SWM plan.

- e) Prepare detailed PERT/CPM chart , analysis of various project related activities with reference to time frame , resource allocation & scheduling etc using latest techniques and software for approval.

II. TENDER AND AWARD OF WORK STAGE

- a) Finalization of the draft tender document including drawing , specifications , detailed estimates , and bill of quantities , general & specification conditions of contract etc complete in all respect and adequate enough for inviting tenders (if tender remain to be invited at the time of the allotment of PMC work)
- b) Preparation of the necessary report/documents for obtaining approval of the Government of India for undertaking the project, if any required.
- c) Assist in obtaining all necessary clearances/approvals from statutory bodies and local authorities for starting the works , execution , completion and use of the completed works.
- d) The project management consultant will assist RMC to shortlist the agencies for execution of collection , transportation , civil works and allied services for the transfer stations, compost plant , brick making unit and landfill , if so desired by RMC , by inviting expression of interest through press notice , analyzing the details furnished by intending agencies/ contractors and Project recommendations to RMC for approval of the shortlist . the Project Management Consultant shall also assist RMC for inviting tender for works, based on Tender Documents approved by RMC, strictly in line with the all prevailing Govt. norms the Project Management Consultant would , maintain the records of copies printed, sale of tender documents and stock etc. the cost towards advertisement , if any incurred by the project Management Consultant shall be reimbursed by RMC on production of bills w.r.t same.
- e) The Project Management Consultant Shall assist RMC in holding pretender meeting in a pre-determined manner in consultation with RMC and offer clarifications if any , sought by the intending tenders . the draft minutes of the pre-tender meeting shall be drawn by the Project Management Consultant and got approved by RMC. The minutes of the Pre-tender meeting shall form part of the main contract document for this work.
- f) The RMC shall receive and open the tenders in a pre-determined manner at pre-designated venue on the appointed date and time in the presence of intending tenders and Project Management Consultant's representatives. The offer so received , shall be tabulated .and Evaluation of bids, Project Management consultant shall Submit their recommendation of bids , Project Management Consultant shall assist RMC for issue of letter of intent /letter of

award, and on its acceptance by the selected tender , execution of contract agreement between RMC and Selected tender and take further necessary action in accordance with the tender conditions.

- g) The project Management Consultant shall develop a Project Schedule that Coordinates and integrates the design efforts / schedule with implementation schedule and integrates the design efforts /schedule with implementation schedule ; update the Project schedule incorporating a detailed schedule for all activities of the Project , including realistic activity sequences & durations, process / prepare all drawing , check and finalize contractor's detailed programming of activities commensurate with the tender provision , requirement of manpower , materials & samples and delivery of products requirement long lead-time procurement including the RMC,s occupancy requirement showing portions of the project having occupancy priority.
- h) The Project Management Consultant Shall assemble an efficient project management team as approved by RMC and have preliminary interaction with the contractor's Project Team on behalf of the RMC to initiate all preliminary action and mobilization . the Project management Consultant shall provide adequate staff as per project requirement and furnish the list of officials who will be posted for the project along with their professional qualifications in line with the stipulations . there should be no legal proceedings against the official and should not be a terminated person from semi-government / Government Department.
- i) The project Management Consultant shall prepare a Project budget and cash flow statement as soon as major project requirements having been identified , and update the same periodically for the RMC's approval and suggest corrective action.

III A) IMPLEMENTATION STAGE: Waste collection

- a) The project management consultant shall exercise perform all the duties, liabilities, functions and obligations as laid down with reasonable skill, care and diligence and also ensure that the works are executed at site strictly as per the approval granted by RMC/Jharkhand Govt./Concerned local authorities, the term and conditions of the contract agreement entered between RMC and the respective contractors, within the given time frame & budget provisions.
 - b) The project management consultant shall ensure that the contractor/s has adequate manpower and resources to perform daily, timely and adequate door to door collection of waste and street sweeping in the area designated to the specific contractor/s.
 - c) The project management consultant shall ensure that the waste is adequately stored in secondary storage bins upon collection and that no littering is carried out by the collection workers
- III. The project Management Consultant shall ensure that the collection procedure complies with the requirements in MSW Rule 2000.

- IV. B) IMPLEMENTATION STAGE: Transportation
- a) The project management consultant shall exercise perform all the duties, liabilities, functions and obligations as laid down with reasonable skill, care and diligence and also ensure that the works are executed at site strictly as per the approval granted by RMC/Jharkhand Govt./Concerned local authorities, the terms and condition of the contract agreement entered between RMC and the respective Contractors, within the given time frame & budget provisions.
 - b) The project Management Consultant shall ensure that the contractor/s have adequate drivers, labours and other requisite resources to efficiently carry out transportation of waste in areas assigned to them.
 - c) The project management consultant shall ensure that the contractor complies with the requirements of MSW Rules 2000 during transportation of waste.
- V. C) IMPLEMENTATION STAGE: Construction Works (Transfer station, brick making plant, compost & RDF plant landfill)
- a) The Project Management Consultant shall exercise perform all the duties, liabilities, functions and obligations as laid down with reasonable skill, care and diligence and also ensure that the works are executed at site strictly as per the approval granted by RMC/Jharkhand Govt./Concerned local authorities. The term and conditions of the contract agreement entered between RMC and the respective Contractors, within the given time frame & budget provisions.
 - b) The project management consultant shall ensure that the contractor/s adhere/s to the construction requirements and delivers on or before the scheduled project completion date.
 - c) The project Management Consultant will be required, during the construction phase to provide the field supervision and sufficient technical assistance (staff) to check on quality control of the work at site. For this purpose, the Project Management Consultant shall have to post their Engineer-in-Charge at the site of work and provide the agreed necessary and technical staff, for supervision and exercising adequate and constant day to day technical supervision over the construction including giving layout, its checking requirement of materials and equipments and their procurement in time, conforming to approved specifications and accepted standards.
 - d) Submission of weekly or fortnightly progress report as per the directions of RMC, including maintain necessary site records, contain data in support of the same,

carrying out field tests on material, structures etc and obtain necessary approvals thereon and maintaining adequate records thereof and certifying the bills for payment to the contractors including recommendation of extension applications, extra times, verification statements, quality control check for final bills etc. on the forms prescribed by the RMC.

- e) Cropping up of extra items/substituted items and deviations should strictly be avoided. However, in unavoidable circumstances extra items/substituted items deviation the necessary statement duly supported by justification and analysis rates shall be submitted by the project management consultant as per CPWD format or any other format approved by RMC along with consultant's recommendations for extra/substituted items. The project Management Consultant should ensure that case is put up for RMC's approval early enough so that in no case construction work suffers on this account. As regards grant of time extension cases, prior approval of RMC should be obtained by PMC.

The Scope under this phase of the assignment shall include, inter-alia, the following:

- a. Complete day-to-day supervision of contracted development work ensuring quality control in accordance with tender stipulations, specifications, drawings and site conditions. The quality control will be exercised all stage of construction, VIZ approval of materials, inspection of equipment, usages thereof in proper proportions and workmanship at all stages of execution of individual item of work.
- b. Ensure proper establishment of field laboratories/quality control equipments on site by contractors to conduct test on material/mixes being used for construction such as cement, steel, bricks mortars, concrete etc. essential gauges, instruments etc should be got calibrated periodically. The project Management Consultant shall maintain necessary site records and obtain data in support of the same. They shall carry out field and laboratory tests on materials of construction as well as partially or completely erected structures etc. and maintain adequate records thereof.
- c. Suggesting modifications, if any, due to site conditions and submit the recommendations along with cost variation on account of same to RMC for approval
- d. Ensure regular and timely flow of working drawings/instructions so as to complete the work without any delay on account of the same
- e. Verification and recommendation for payment by RMC of contractor's periodic or stage wise bill for the workdone and material/plant advance, recording joint measurement of work and certification of the bills that the work is in accordance with the design, quality etc and maintain necessary site computerized measurement records and other site records which are made available to RMC for verification/authentication if required by RMC.
- f. Monitoring progress by using modern method of control such as computerized PERT/CPM, submission of progress reports of work executed monthly. Both

financial and physical progress report of with reference to prefixed targets will be prepared. Constant review of progress within present time and cost parameters will have to be done. The consultant will have to suggest improvements from time to time. Consultant shall inform RMC of the progress of the project vis-à-vis PERT/CPM controls on a fortnightly basis.

- g. Complete administration and management of contract till expiry of the contract period
- h. Coordination with other contracting agencies, the agencies like Jharkhand state electricity board, other local authorities, etc which may be expected to be working in the same area.
- i. The Project Management Consultant shall be responsible for assessing, verifying and sending replies to the day-to-day issues raised by the contractors during the execution of work or after completion of the work. However, in case of any claims with financial implication, approval of RMC shall be obtained. No extra payment will be made to the Consultant for such works. The consultant shall work as conciliator in the event of any dispute arising between the parties before the matter goes to legal forum. Consultant shall deal with all Arbitration/ litigation cases either with Arbitrator or with any other Court of Law during the contract period as defined in the agreement till its conclusion.
- j. Rendering generally as Project Management Consultant, all technical services/guidance/ advice as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Project Management Consultant by RMC.
- k. The Project Management Consultant shall collect and deliver to RMC any specific written warranties or guarantees given by others, including all required trade contractor guarantees and warranties.
- l. The Project Management Consultant shall prepare a realistic cash flow/ expenses on budget head for the project on available information and update the same as required on a regular basis to reflect the current status.
- m. In case certain additional works are required to be carried out for obtaining approval of statutory bodies or to make the completed works/areas operational, Project Manager, on obtaining the approval from RMC shall complete the same before handing over the said completed works to RMC, or to its appointed facility operator authorized by RMC.
- n. The Project Management Consultant shall keep RMC appraised of any delays, keep a hindrance register indicating all details of all such delays which will also be furnished with recommendations for approval of RMC for grant of extension of time by RMC to contractors.

COMPLETION STAGE AND HANDING OVER STAGE: Construction works

- a) The PMC will submit records of any changes made in the works during the progress of works and submit adequate number of completion reports and completion drawings for the project prepared by the contractor/ Consultant incorporating all such changes, duly authenticated as required for obtaining ‘Completion/Occupancy Certificate’ from statutory authorities, whenever required.
- b) The PMC shall submit “As Built Drawings” prepared by the Contractor at an appropriate scale indicating the details of project facilities duly authenticating and supply 8 sets of as built/completion drawings to Project Coordinator RMC also hand over the originals of the completed drawings.
- c) The PMC submit two soft copies of the entire drawings/ documents & two sets of drawings on reproducible paper for the works executed to the Project Coordinator, RMC.
- d) Verification of work on its completion and issuing completion certificates (virtual as well as actual) for the completed works, so as to enable RMC to record completion of the works.
- e) Verification by taking and recording joint measurements of the final bill to be submitted by the contractors, process, certify and recommend as per the terms and conditions of contract agreement for release of final payment by RMC and attend to the observations / queries raised while processing the same for payments by RMC.
- f) Project Management Consultant shall also submit necessary information as required by RMC for finalization of accounts and commits to continue to till the accounts are finalized at agreed upon terms.
- g) The Project Management Consultant shall maintain complete documentation and render all technical services as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Project Management Consultant by RMC. Project Management Consultant shall obtain statutory approval/approvals of RMC with respect to the completed works.
- h) The completed works shall be handed over by the Project Management Consultant along with the necessary documentation in pre-determined phases, to the RMC or the facility operator appointed by RMC. Consultant shall also promptly attend to any defects/deficiency noticed in the completed works within the scope of work of execution by the said taking over agency without demur.
- i) Preparation of “Maintenance Manual” for the project facilities.

Operation and Maintenance of Project Facilities

- a) The Project Management Consultant shall ensure that the contractor/s operate/s and maintain/s the Project Facilities in accordance with the O&M requirements as mentioned in their respective Bid Documents.
- b) The Project Management Consultant shall, during the **Active Operations Period**;

- i. have requisite organization and designate and appoint suitable officers representatives as it may deem appropriate to supervise the Project and to be responsible for all necessary exchange of information required pursuant to the project;

- ii. for the purposes of determining that the Construction Works and Project Facilities are being maintained in accordance with the Construction Requirements and O&M Requirements, the Project Management Consultant shall with due diligence ensure that the contractor/s carry out all necessary and periodical Testes and maintain proper record of such Tests and remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.

- iii. conduct all Tests to ascertain compliance with Construction Requirements and O&M Requirements.

- iv. suspend the whole or any part of the Construction Works upon receiving a written notice from RMC, who may require the PMC to suspend the activities in whole or part if in its reasonable opinion, the operations are being carried on in a manner that is not in conformity with the O&M Requirements. Provided that before giving any written notice for suspension of works, RMC shall give a reasonable opportunity of hearing to the Project Management Consultant.

IV. INFORMATION, EDUCATION AND COMMUNICATION (IEC)

The Project Management Consultant shall carry out the following activities towards spreading awareness among citizens and capacity building of contractors, ULD officials and other stakeholders w.r.t solid waste management practices;

1. Imparting information regarding issues, stakeholder analysis and evolving consultation methodologies.
2. Formation of stakeholder committee to ensure maximum participation and ownership of SWM initiatives taken at the city level.
3. Development of an IEC strategy to ensure maximize stakeholder/community participation.
4. Develop IEC materials.
5. Guiding local NGOs/CBOs/RWAs in establishing environmentally and economically sustainable waste management systems in selected areas of the city with special emphasis to promote door to door collection of waste through Public Private Partnerships. Monitoring and feedback in pilot area/s for integrating into city level IEC and community participation strategy.

6. Assisting in implementing and evaluating IEC strategy at city level.
7. Integrating learnings and continuous improvement of IEC

4 CONDITIONS OF ELGIBILITY OF APPLICANTS

4.1 To be eligible for evaluation of its Credentials, the Applicant shall fulfill criteria toward Eligible Experience and Financial Capability as set out below.

4.1.1 Eligible Consultants/Consultancy firms/Consortium (maximum two members), having undertaken similar works and fulfilling following requirements shall be eligible to apply:

1. Experience in providing supervision / independent engineering services for 1 (one) or more projects in India, with combined capacity of 300 tonnes per day (TPD) in waste management during the last 5 (five) years.
2. Experience in preparation of Detailed Project Reports² for at least 2 (two) Indian cities, each with combined municipal solid waste generation greater than 300 TPD, for development of integrated MSW management project including collection transportation, transfer, processing and final disposal.
3. Should have financial turnover (gross) of at least Rs. 4.00 crores in per years ending 31st march, 2009 duly certified by Chartered Accountant.
4. Should have prepared at least one DPR in city with population more than 4 lacs on at least two work in city with population more than 3 lacs in India.
 - a. The following eligibility criteria will form the **Technical (Part I)** of the bid: (photocopy duly self attested to be compulsorily enclosed).
 - a) Registration Certificate under Service Tax.
 - b) Audited Statement of last three years ending March 31st 2009, duly attested by the Chartered Accountant.
 - c) Proof with respect to annual average turnover, of Rs. 4 crores per year for last three years and should be supported by Income tax return of last three years.
 - d) Company / Agency profile.
 - e) The Technical (Part I) of the bid should not contain anything about the price otherwise the bid will be rejected.
 - b. The Financial (**Part II**) of the bid shall consist of only Rates / Price in the Performa supplied in Annexure II on the company's letter head. All the columns and requisite information must be filled in the prescribed format.
 - c. The evaluation of the proposal shall be carried-out in two stages; first the Technical and then the Financial Proposal.
 - d. Evaluation of technical (Part I) of the bid should not have access to the Financial (Part II) proposal unless the technical evaluation is concluded.

- e. Technical evaluation will be carried out on the basis of responsiveness of the RFP and Invitation of Quotation / Tender enquiry. This may include physical verification for assessing the capacity of the bidder.
 - f. After the evaluation of quality is completed, Price / Financial Part II bid of only technically responsive bidders shall be further opened and considered for evaluation.
2. Proposals will be received till 14.09.09 up to 3 pm at the following address and they shall be opened at 4 pm on the same day at the same address:

CEO,
Ranchi Municipal Corporation (RMC)
Kutchehry Road
Ranchi – 834001 (Jharkhand)
Ph: 0651 – 2203469
Fax: 0651 – 224777

Proposals received after the due date will be rejected outright.

b. Details of Experience

- i. The Applicant should furnish the details of experience, along with supporting documents, in the formats set out in **Schedule 3**.
- ii. The Applicant should furnish the details of experience as on RFP Due Date.
- iii. For the purposes of evaluation of Eligible Experience, for the projects where the Applicants have provided supervision / independent engineering services, both completed and ongoing assignments would be considered. However, in case of ongoing assignments, the Applicants should have provided the supervision / independent engineering services at least for last 1 (one) year (from RFP Due Date).
- iv. For the purposes of evaluation of Eligible Experience, for the projects involving preparation of DPR, only completed assignments would be considered.
- v. In case the Applicant has undertaken a project as a member of a consortium, the experience of such consortium shall be considered for evaluation of the Applicant's experience only if the share of billing of the Applicant is at least 40% of the total billing for such project.

4 EVALUATION OF CREDENTIALS

- 4.1 The short-listing of Applicants shall be done based on the marks obtained by the Applicants after evaluation of their Credentials. The Applicants shall submit the documents, as set out below, to enable RMC to evaluate their Credentials for short-listing. The parameters that shall be considered for short-listing and the weightages assigned to each parameters are set out in the table below.

S.No.	Parameter	Score
1	Years of experience of the firm in providing consultancy/engineering supervision services in MSW management sector.	20
2	Experience in providing supervision/independent engineering services for projects involving development of treatment and/ or landfill facilities for municipal solid waste.	20
3	Experience of the firm in preparation of DPR for integrated MSW management comprising collection, transportation, treatment and disposal of municipal solid waste.	20
4	Key personnel	20
5	Methodology statement and key plan	20

- 4.2 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).
- 4.3 The Applicants shall submit the supporting documents for the Credentials in accordance with the provisions of **Schedule 4**.
- 4.4 The Applicant should furnish the details of Key Personnel in the format set out in **Schedule 5**.

4.5 Evaluations of Bids :

- Consultants who secure at least 75% score in the technical proposal shall only be short listed. Financial Proposals of those consultants who have been short listed shall be opened in the presence of shortlisted consultants who choose to be present.
- In the financial bid, bidder should purpose the lump sum Professional Fee for two years in Indian Rupees for the assignment.
- For selection of consultant, final ranking will be determined based on the combined total score for each consultant. This will be done by applying a weight of .80 (or 80 %) and .20 (or 20%) respectively to the technical and financial scores of each qualifying Technical and Financial Proposals. After such final ranking, the first ranked consultant will be invited for contract agreement.
- After successful negotiation, the work shall be awarded to the firm, if the negotiation fails, the next high scorer firm shall be called for contract negotiations.
- The decision of RMC will be the final and binding on the bidders.
- The successful bidder will have to deposit security deposit @5% of the agreement amount in the form of bank Guarantee in favour of Chief Executive Officer, Ranchi Municipal Corporation, Ranchi. The bank guarantee should valid for the period of two years.

4.6 other terms and conditions :

Conditional bids will be rejected. Any conditional discounts by bidder shall not to be taken into account for the purpose of evaluation.

The bidder may be a private firm, proprietor ship firm, or a Constorium.

Any other clauses not specifically mentioned in this bid document but are part of the RFP, shall be applicable ipso-facto.

4.7 Client Responsibility

The RMC shall give all required support in terms of information/data that whatever available.

4.8 Disincentives

In case of the failure of the agency to make the facility functional within the stipulated timeframe, the offer may be withdraw giving 1 months notice at the discretion of the RMC.

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 another empanelled agency.

4.9 Payment Schedule

Payments to agency would be done by RMC on monthly basis as quoted by the firm/agency in financial proposal. These payments would also be linked to actual deliverables and would be subject to recommendations made by RMC at various point of time during project implementation.

Stage I	Mobilization Advance	10 %
Stage II	Monthly installments over a period of 24 months depending upon the progress of work .	90% (in installments)
	Total	100%

The project is likely to be completed in 24 months but if the same continues beyond 24 months the PMC will have to provide the services and no extra amount will be paid for extended period.

4.10 Risk involved and Mitigation Measures

- There can be delays in the project implementation due to shortcoming/bureaucratic delays. The agencies approach to risk assessment, analysis and management shall be as follows :

- Routine assessment of risks, and plan appropriate action take to tackle them.

- Timely and close interaction, coordination and cooperation between the project team members, the client as well as all stakeholders to make them aware of the consequences, and plan and implement appropriate solutions for mitigating the risks.

- Suggest alternative designs and appropriate strategies for mitigation of uncertainties.

5 FRAUD AND CORRUPT PRACTICES

- 5.1 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.
- 5.2 Without prejudice to the rights of RMC under Clause 5.1 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.
- 5.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. “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;
 - b. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- c. “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;
- d. “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
- e. “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 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.
- 6.2 RMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a. 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;
 - b. consult with any Applicant in order to receive clarification or further information;
 - c. retain any information and/or evidence submitted to RMC by, on behalf of and/or in relation to any Applicant; and/or
 - d. 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.
- 6.3 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

Dated:

Chief Executive Officer,
Ranchi Municipal Corporation

----- Ranchi

**Sub: Selection of Consultants to work as Project Management Consultant for
Development of Integrated Municipal Solid Waste Management Project 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 2.3 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 5.3 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 Section 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 2.9 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 90 (ninty) 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-A

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 authorise 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 as Project Management Consultant for integrated MSW management Project 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 _____2009

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.

APPENDIX 2-B

**FORMAT FOR POWER OF ATTORNEY FOR DESIGNATING LEAD MEMBER OF
CONSORTIUM**

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Whereas, Ranchi Municipal Corporation ("RMC") has invited proposals from qualified Applicants for taking up Project Monitoring for Development of Integrated Solid Waste management facility in Ranchi (hereinafter referred to as "the Project").

Whereas, the Consortium being one of the qualified Applicants is interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RfP Document), Request for Proposal (RfP Document) and other connected documents in respect of the Project, and

Whereas, it is necessary under the RfP Document for the members of the Consortium to designate 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 Proposal for the Project or in the alternative to appoint one of them as the Lead Member who, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's Proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. -----, and M/s..... (the names and address of the registered offices), do hereby designate M/s.....being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Proposal for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with RMC, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with RMC.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member and 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/Consortium.

Dated this theDay of2009

.....

(Executants)

(TO BE EXECUTED BY BOTH MEMBERS OF THE CONSORTIUM)

Note: 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 (for a body corporate).

Schedule 3A

Eligible Experience

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

Schedule 3B

Financial Details of the Applicant

Description	Fee from Professional Fee (Rs. Crores)
FY 09	
FY 08	
FY 07	
Average Professional Fee	

1. A certificate from the Statutory Auditor should be provided as supporting document certifying the financial capability details submitted by the Applicant. The certificate should indicate the membership number of the Statutory Auditor.
2. The Applicants should provide information regarding the above based on audited annual accounts for the last 3 (three) financial years.
3. In case the annual accounts for the latest financial year are not audited and therefore the Applicant could not make it available, the Applicant shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Applicant may provide the unaudited Annual Accounts (with Schedules) for the last financial year.

Schedule 4

Credentials of the Applicants

1. Format for Project Data Sheet

1	Project Name and Location	
2	Name and address of Client	
3	Brief Description of Project	
4	Brief Description of Actual Services provided :	
5	Professional Staff Provided, by the firm a. No of Staff: b. No. of Person Months:	
6	Name of Associated Firm(s) if any :	
7	Professional Staff provided by each of Associated Firm(s) a. Name of Associated Firm(s) b. No of Staff: c. No. of Person Months:	
8	Date of - a. commencement of consultancy services b. completion of consultancy services	
9	Approx Value of Services:	
10	Services provided by the Associate firm, if any:	
11	Value of Services provided by the Associated firm, if any:	
12	Is it a similar project?	Yes/No

2. Supporting documents for evaluation of Credentials

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

- a. In case of completed projects, any one of the following documents could be submitted to demonstrate experience
 - i. work order/Agreement/Completion certificate from the client; or
 - ii. Certificate from the Statutory Auditor indicating the experience; or
 - iii. In case the project has been approved under JNNURM, supporting documents setting out that the project has been approved under JNNURM.

Completion certificate from the client should clearly set out the name of the project, activities undertaken, capacity of the project in terms of capacity in TPD / project cost / quantum of waste generated in the city, location and duration.

With respect to capacity of the project in terms of capacity in TPD / project cost / quantum of waste generated in the city, in case the same is not set out in the completion certificate from the client, the Applicants can submit a certificate from Statutory Auditor indicating the same.

- b. In case of ongoing assignments, copy of the Agreement executed with the client along with a letter from the client setting out the date of commencement of services.
- c. In case project has been undertaken by the Applicants as a member of a consortium, certificate from the Client or Statutory Auditor setting out
 - i. Fee distribution statement between the members of the consortium, which shall set out (a) total billing by the consortium on the Client and (b) share of billing of the Applicant of such total billing amount.
 - ii. Work allocation between the members of the consortium.

Schedule 5

Key Personnel

The Applicants shall provide the following information.

1. Number of employees in the firm :
2. Name, designation and years of experience of the key personnel in the firm, in the manner as set out in the table below:

Name	Designation	Proposed Position in the team	Years of experience in the relevant sector

Schedule -6

Format for financial Bid:

S. No	Description	Amount In Rs.
1	Project Monitoring charges for development of Integrated municipal Solid Waste Management project in Ranchi for five years.	

In words:

.....
.....

