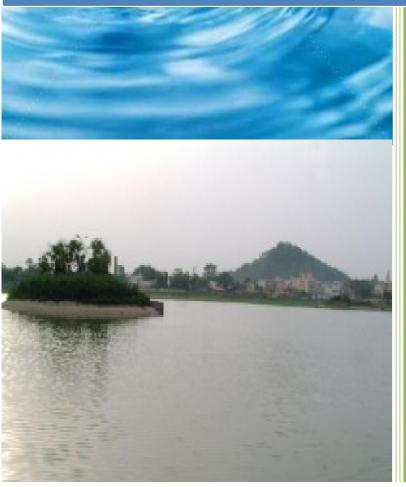


RFP Document for

Preparation of Comprehensive Detailed ProjectReport for Rejuvenation and SustainableConservation of Ranchi Lake (Bara Talab)





Ranchi Municipal Corporation, Ranchi Government of Jharkhand

Request for Proposal

Selection of Technical Consultant for Preparation of Comprehensive Detailed Project Report

For

Rejuvenation and Sustainable Conservation of Ranchi

Lake (Bara Talab)

Ranchi Municipal Corporation Kutchury Road, Ranchi – 834001 (Jharkhand) Phone: 0651-2211215, 2203469 Fax: 0651-2211777

Ranchi Municipal Corporation

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DISCLAIMER

- The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Employer or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 2. This RFP is not an agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP (the "Proposal"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- 3. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- 4. The Employer, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.

- 5. The Employer also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 6. The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 7. The issue of this RFP does not imply that the Employer is bound to select the Successful Bidder, for the Consultancy and the Employer reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- 8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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SECTION-I

1 INTRODUCTION

Ranchi Municipal Corporation (RMC) intends to rejuvenate and sustainably conserve the Ranchi Lake (Bara Talab) and areas around on a specific theme for the purpose of Environment Conservation, promotion of eco-tourism, along with the environment awareness. RMC intends to appoint a technical consultant ("Technical Consultant" or "Consultant") to prepare a comprehensive detailed project report for rejuvenation and sustainable conservation of Ranchi Lake situated in Ranchi city. RMC is therefore inviting proposals from Consultants for Selection of Technical Consultant for above said work.

- The Consultant is expected to have expertise & experience in preparation of Detailed Project Report and acquainted with funding procedure and defending the project for financial assistance in particular lake conservation project under National Lake conservation Plan (NLCP) of Ministry of Environment and Forests, GOI. Apart from this, consultants should be experienced enough in environmental planning, water conservation, watershed management, landscaping, urban planning, urban design, infrastructure design, and project management too.
- 2. With the aforesaid objective, RMC herein after referred as employer whereas the firm providing consultancy for preparation of comprehensive DPR for Rejuvenation and Sustainable Conservation of Ranchi Lake is called as Consultant. Bidders are invited to submit a Proposal comprising of the technical ("Technical Proposal") and financial proposal ("Financial Proposal") for providing consultancy services required for the preparation of Detailed Project Report of proposed project. The Proposal would form the basis of selection of the Bidders as per method of selection prescribed in the RFP document.
- 3. Details of existing lake in terms of location in the Ranchi are attached in Annexure 1.

The Bidders eligible for participating in the bid process shall be a Business Entity or a registered trust/ society having Employer to work as a Consultant for the scope mentioned in the TOR. For the purpose of this RFP, a Business Entity shall mean a Sole Proprietorship $Firm^{1}/registered$ partnership $firm^{2}/a$ company³/Societies⁴/Trusts.⁵

An Applicant can bid on its own (Single Entity) or as a Consortium. However, in case an applicant (hereinafter called as "Lead Member") desires to associate with other member(s) (hereinafter called as "Associate Member(s)"), a valid Memorandum of Understanding (MoU) formalizing such an arrangement should be in place. This joint entity shall hereinafter be referred to as "Consortium". In case the Proposal is submitted by a Consortium, it should comply with the following additional requirements:

- i. The Proposal should contain the information required from each member;
- ii. The number of members in the Consortium would be limited to 3 (three);
- iii. A Bidder who has applied for in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying;
- iv. The members of the Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of making the Proposal and submitting Proposal. The MoU should, inter alia: Include a description of the roles and responsibilities of the members;
- v. The Lead memberwould enter into the Service Agreement ("Service Agreement") and subsequently carry out all the responsibilities as Consultant in terms of the Service Agreement, in case the Project is awarded to the Consortium;
- vi. All the members of the Consortium shall be liable jointly and severally for the implementation of the Project in accordance with the terms of the Service Agreement;

A copy of the MoU should be submitted with the Proposal. The MoU entered between the members of the Consortium should be specific to this Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

¹ A Sole Proprietorship firm should furnish either the Sales/VAT/Service tax or IT returns for the last two financial years as proof of identity.

² A registered partnership firm should furnish registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity.

 ³ A company should furnish certificate of incorporation and memorandum of association as proof of identity.
 ⁴Socities under Societies Registration Act 1860.

⁵₋Trust under Indian Trust Act 1882.

⁵Trust form in India under Indian Trust Act , 1882

The Terms of Reference (ToR) for the Project have been set out in Section II.

The Employer shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Employer (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Employer, and all proposals shall be prepared and submitted in accordance with such terms.

Brief Description of bidding process

The Employer has adopted a single stage, three-cover system, competitive selection process ("Selection Process") for selection of the Technical Consultant for the Project. The Bidders shall submit their Proposal through Key Submissions (Cover -1), Technical Proposal (Cover -2) and Financial Proposal (Cover -3). In accordance with the RFP including the draft Service Agreement, any addenda issued subsequent to this RFP, but before the Proposal Due Date, will be deemed to form part of the Bidding Documents. The Proposal shall be valid for a period of not less than **180 days from the Proposal Due Date "PDD"**.

The Proposal should necessarily be accompanied with a Proposal Security of **Rs.50,000** (**Rupees Fifty Thousand only**), as prescribed in the RFP without which a Proposal shall be considered non-responsive.

The Evaluation Process will be based on **Quality and Cost Based Selection (QCBS)**. Generally, the score (Pe) under the Technical Proposal submission would be the arithmetic sum of the marks assigned to each of the parameters listed for evaluation of Technical Proposal in this RFP. Qualifying Marks for Technical Proposal shall be 70.

The Financial Proposals of those Bidders shall be opened and evaluated who qualify in Technical Proposal evaluation. The Financial Proposals shall be given scores as follows:

Pf = 100 X Financial Proposal of Lowest Bidder / Financial Proposal of Bidder under consideration

The Composite Score from Technical Proposal and Financial Proposal shall be computed as follows:

Composite Score = (Pe X 0.8) + (Pf X 0.2)

The Bidder obtaining the highest Composite Score would be declared as the Selected Bidder. During the Proposal Stage, Bidders are advised to examine the Project Site in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Proposals for the Project.

Any queries or requests for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated. The envelopes/ communication shall clearly bear the following identification/title:

1. "Queries/Request for Additional Information: Preparation of Comprehensive <u>Detailed</u> <u>Project Report for</u> Rejuvenation and Sustainable Conservation of Ranchi Lake (Bara Talab)

Schedule of Bidding Process:

The Employer shall endeavor to adhere to the following schedule:

S. No.	Event Description	Date
1.	Date of Issue	1.02.2011
2.	Last date of receiving Queries	11.02.2011
3.	Last date of replying to queries by RMC	14.02.2011
4.	Proposal Due Date	22.02.2011 by 3.00 PM
5.	Opening of Technical Proposals	22.02.2011 by 4.00 PM
6.	Technical Presentation & Opening of Financial Proposals	3.03.2011 starting at 3.00 PM
7.	Issue of Letter of Award (LOA)	To be decided
8.	Execution of Service Agreement	To be decided

2 INSTRUCTIONS TO BIDDERS

A. GENERAL

- 2.1. General terms of Bidding
- 2.1.1 A Bidder can submit only one Proposal.
- 2.1.2 The Bidder should submit a Power of Attorney duly as per the format at **Appendix** III.
- 2.1.3. The Proposal and all communications in relation to or concerning the Bidding Documents shall be in English language.
- 2.1.4 The Applicant shall prepare and submit one Original set and one Copy of the Technical Proposal documents, both documents marked as "ORIGINAL" AND "COPY" respectively. Applicants should also submit one soft copy in Compact Disc (CD).
- 2.1.5. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Employer and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Employer will not return any Proposal or any information provided along therewith.

2.2. Conflict of Interest

- 2.2.1. Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest") pursuant to Clause 2.2.3 of this document. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Employer shall forfeit and appropriate the Proposal Security as mutually agreed genuine pre-estimated compensation and damages payable to the Employer for, inter alia, the time, cost and effort of the Employer including consideration of such Bidders' Proposal, without prejudice to any other right or remedy that may be available to the Employer hereunder or otherwise.
- 2.2.2. The Employer requires that the Technical Consultant provides professional, objective, and impartial advice and at all times hold the Employer's interests paramount, avoid conflicts with other assignments or its own corporate interests, and act without any consideration for future work. The Technical Consultant 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 the Employer.

- 2.2.3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the Selection Process, if:
 - (i) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Bidder; or
 - (iii) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and sub-Consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Technical Consultant depend on the circumstances of each case. While providing consultancy services to the Employer for this particular assignment, the Technical Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - (iv) a firm which has been engaged by the Employer to provide goods or works or services for a project, will be disqualified from providing consulting services for the same project save and except provided in Section 3; conversely, a firm hired to provide consulting services for the preparation of implementation of a project, will be disqualified from subsequently providing goods or works or services related to the same project;

A Bidder eventually appointed to provide Consultancy for this Project, as well as any of its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/lenders at any time; provided further that this restriction shall not apply to consultancy/advisory services performed for the Employer in continuation of this Consultancy or any subsequent consultancy/advisory services performed for the Employer in accordance with the rules of the Employer. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up

share capital of the Consultant, as the case may be, and any Associate thereof.

2.2.4. This RFP is not transferable.

2.2.5. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Service Agreement shall have overriding effect.

2.3. Cost of Bidding

- 2.3.1. The Bidders shall be responsible for all the costs incurred by them, associated with the preparation of their Proposal and their participation in the Bidding Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2.3.2. The RFP is available for sale from the office of Chief Executive Officer (CEO), Ranchi Municipal Corporation, Katchury, Ranchi 834001, Jharkhand, at the cost of Rs 5,000. It can also be downloaded from the website. The Consultant will have to submit a demand draft of Rs 5,000 in favour of CEO, Ranchi Municipal Corporation (payable at Ranchi) along with the Proposal in the key submissions in the event it has downloaded the RFP from the website or submit the receipt of payment in case it has purchased the document from RMC on cash payment. In case RFP document is requested by post, the postal fee Rs. 250 shall be payable extra. However, the Employer have no liability of postal delay in any case caused, thus it will be sole responsibility of Bidder.

2.4. Site visit and verification of information

- 2.4.1. Bidders are advised to submit their respective Proposals after visiting the Project Site and any other matter considered relevant by them.
- 2.4.2. It shall be deemed that by submitting a Proposal, the Bidder has:
 - a. made a complete and careful examination of the Bidding Documents;
 - b. received all relevant information requested from the Employer;
 - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Employer relating to any of the matters above;
 - d. satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
 - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of

information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Employer, or a ground for termination of the Service Agreement; and

- f. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.4.3. The Employer shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Employer.

2.5. Right to accept and to reject any or all Proposals

- 2.5.1. Notwithstanding anything contained in this RFP, the Employer reserves the right to accept or reject any Proposal or to annul the Bidding Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 2.5.2. The Employer reserves the right to reject any Proposal and appropriate the Proposal
- Security if:
 - a. at any time, a material misrepresentation is made or uncovered, or
 - a Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of a Proposal.
 - c. Such misrepresentation/ improper response shall lead to the disqualification of a Bidder.
- 2.5.3. In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Technical Consultant either by issue of the LOA or entering into of the Service Agreement. If the Bidder has already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Employer to the Bidder, without the Employer being liable in any manner whatsoever to the Bidder or Technical Consultant, as the case may be. In such an event, the Employer shall

forfeit and appropriate the Proposal Security.

2.5.4. The Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Employer to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer there under.

B. DOCUMENTS

2.6. Contents of the RFP

2.6.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued subsequently.

Invitation for Bids

- 1. Introduction
- 2. Instructions to Bidders
- 3. Evaluation of Bids
- 4. Fraud and Corrupt Practices
- 5. Miscellaneous

Key Submissions

- a) Letter of Proposal
- b) Bank Guarantee Format for Proposal Security
- c) Power of Attorney for signing of Proposal
- d) Price of RFP or proof of purchase of RFP
- e) MoU in case of Consortium

Technical Proposal

- a) Eligible Experience as per Format I of this document
- b) Financial Capacity as per Format II of this document
- c) Details of Team as per Format III of this document
- d) Work Plan as per Format IV of this document
- e) Approach and Methodology and Concept Plan as per Format V of this document

Financial Proposal

a) Financial Proposal as per format specified in Appendix-IV of this document

2.6.2. The draft Service Agreement (Volume II) shall be deemed to be part of this RFP.

2.7. Clarifications

- 2.7.1. The Employer shall Endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Employer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.
- 2.7.2. The Employer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Employer shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Employer or its employees or representatives shall not in any way or manner be binding on the Employer.

2.8. Amendment of RFP

At any time prior to the deadline for submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP either by modifying the entire RFP or by issuance of Addenda. Any RFP or Addendum thus issued will be uploaded only in the website of the Employer and shall not be published in any newspaper. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, at its own discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.9. Format and Signing of Proposals

- 2.9.1. The Bidder shall provide all the information sought under this RFP. The Employer will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete Proposals or Proposals not in the required formats specified in the bidding documents may be considered as non-responsive.
- 2.9.2. The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to a Proposal shall be initialed by the person(s) signing the Proposal.

2.10. Sealing and Marking of Proposal

- 2.10.1. The Bidder shall submit the Proposal in the format specified in Clause 2.9.2, and seal it in envelopes.
- 2.10.2. The documents accompanying the Proposal shall be placed in separate envelopes and marked as indicated below. The Proposal submission shall include:

(i) Envelope 1: "Key Submissions"

a.Letter of Proposal in the prescribed format (Appendix I);

- b.Proposal Security or Bid Security in the prescribed format (Appendix II);
- c. Power of Attorney in the prescribed format (Appendix III);
- d.Price of the RFP (If downloaded from the website) to be enclosed as a crossed demand draft for an amount of Rs. 5000 (Rupees Five thousand only) drawn in favour of CEO, Ranchi Municipal Corporation (RMC) on any scheduled bank, payable at Ranchi. If the RFP has been purchased on cash payment from RMC then the bidder has to submit the cash receipt with key submissions. f.Copy of the MoU, in case of Consortium.

(ii) Envelope 2: "Technical Proposal"

The Technical Proposal shall set out the approach and methodology proposed for the Project and shall comprise:

- A. Details for demonstration of adherence to eligible experience The Bidder should furnish the details of experience and furnish evidence to support its claim as peer Section III Format I (as per clause 3.3 of this document).
- B. Details for demonstration of adherence to financial capacity The Bidder should furnish the details of financial evidence of last three years to support its claim as per Section III Format II (as per clause 3.3 of this document).
- C. Details of Team: Bidders must include the following Key Personnel in the Team:

S No	Key Personnel	Minimum	Minimum Experience
		Qualification	
1.	Environmental Scientist/Engineer/ Limnologist as Team Leader	Doctoral Degree in Science/Post Graduate in Engineering in Environment Planning Environmental Technology	20 years of planning experience. Should have worked on two assignments for lake conservation and management
2	Financial Expert as Deputy Team Leader	CA/ MBA Finance	20 years experience in Financial Planning and should have prepared financial and economic modeling of at least 5 urban infrastructure projects
3.	Hydraulic and Water Resource Engineer	B.Tech with four years experience or M.Tech with two years experience	 8 years of working experience of design and implementation of minimum 2 theme based projects
4.	Civil Engineer	Post Graduate (Civil)	15 years of experience and should have prepared more than 1 DPRs for similar projects
5	Sr. Scientist	Ph.D in chemical sciences	

Other than the Key Personnel mentioned, expert(s), such as Botanist, Management Specialist, Quantity Surveyor, Architects, Electrical Engineer, Water supply & sanitation engineer, Chemist, Geophysics specialist, Watershed Management specialist, Finance Expert and Sociologist shall be engaged by the Consultant as may be required for carrying out the activities and discharging its duties successfully, as per the Terms of Services specified in Section-II of this document. The following conditions would apply:

(a) At least three Key Personnel proposed must be employees of the Bidder.

(b) Only one Curriculum Vitae (CV) may be submitted for each position and relevant experience which is similar to this Project, must be demonstrated using the formats set out in Section III and documentary evidence provided. The CVs should be signed by the Authorized Representative/Signatory or by the Personnel himself.

(c) Maximum of two Key Personnel listed above can be replaced during the tenure of the

assignment with equivalent or higher qualification and experience with prior approval of the

Employer.

(d) Only completed project experience would be considered for evaluation of Key Personnel.

D. The Technical Proposal would also include the following details of the Bidder:

i. Relevant experience of the Bidder with special emphasis on relevant projects, as per Section III, Format I

- ii. Team strength and their experience as per Section III, Format III
- iii. Work Plan as per Section III, Format IV
- iv. Approach and Methodology and Concept Plan as per Format V
- E. The Technical Proposal must not include any Financial Proposal details. The Proposal shall be rejected in the event its Technical Proposal carries any detail of Financial Proposal

Envelope 3: "Financial Proposal"

a. **Financial Proposal** consisting of the Bidders' financial offer for the Project in the format set out in **Appendix VI** of this document.

- 2.10.3. The Bidder shall also submit two copies of the documents (comprising Key Submissions and Technical Proposal) accompanying the **Financial Proposal**, as specified.
- 2.10.4. The three envelopes specified in Clauses 2.9.2 shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

"Preparation of Comprehensive DPR for Rejuvenation and Sustainable Conservation of Ranchi Lake (Bara Talab), Ranchi Jharkhand" and shall clearly indicate the name and

address of the Bidder. The **Proposal Due Date** should be indicated on the right hand top corner of each of the envelopes.

2.10.5. Each of the envelopes shall be addressed to:

ATTN. OF:	Chief Executive Officer (CEO)		
ADDRESS :	Ranchi Municipal Corporation (RMC)		
	Ranchi - 834001		
FAX NO:	+91 651-2211777		
E-MAIL ADDRESS: jnnurm@ranchimunicipal.com support@ranchimunicipal.com			

- 2.10.6. If the envelopes are not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.
- 2.10.7. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.11. Proposal Due Date

2.11.1. **Proposal** should be submitted before 16:00 hours IST on the **Proposal Due Date** at the address specified in the manner and form as detailed in this RFP. A receipt thereof should be obtained during submission of Proposals.

2.12. Late Proposals

2.12.1. Bids received by the Employer after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.13. Rejection of Proposals

2.13.1. The Employer reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever. It is not obligatory for the Employer to accept any Proposal or to give any reasons for their decision. The Employer reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

2.14. Validity of Proposals

2.14.1. The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date. The validity of Proposal may be extended by mutual consent of the Bidder and the Employer.

2.15. Confidentiality

2.15.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Employer in relation to or matters arising out of, or concerning the Bidding Process. The Employer will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence.

2.16. Correspondence with the Bidder

The Employer shall not entertain any correspondence with any Bidder in relation to acceptance of any Proposal.

D. PROPOSAL SECURITY

2.17. Proposal Security

- 2.17.1. The Bidder shall furnish as part of its **Proposal**, a Proposal Security of Rs. 50,000 (Indian Rupees Fifty Thousand only) in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India, in favour of the Employer in the format at Appendix II (the "**Bank Guarantee**") and having a validity period of not less than 180 days from the Proposal Due Date, which may further be extended if required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.17.2. Proposal Security can also be in the form of a demand draft of issued by a Nationalized/ Scheduled Bank in India, drawn in favour of the CEO, Ranchi Municipal Corporation (RMC), payable at Ranchi (the "Demand Draft"). The Employer shall not be liable to pay any interest on the Proposal Security deposit so made and the same shall be interest free.

- 2.17.3. Any **Proposal** not accompanied by the Proposal Security shall be considered as non responsive.
- 2.17.4. The Proposal Security of unsuccessful Bidders will be returned by the Employer, without any interest, as promptly as possible on execution of Agreement with the Successful Bidder or when the bidding process is cancelled by the Employer. Proposal Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Employer give the name and address of the person in whose favour the said demand draft shall be drawn by the Employer for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given in the Proposal.
- 2.17.5. The Proposal Security shall be forfeited and appropriated by the Employer as damages payable to the Employer for, inter alia, time, cost and effort of the Employer without prejudice to any other right or remedy that may be available to the Employer hereunder or otherwise, under the following conditions:

a. If a Bidder submits a non-responsive Proposal;

- b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- c. If a Bidder withdraws its Proposal within the period of Proposal validity as specified in this RFP and as extended by the Bidder from time to time;
- d. In the case of Successful Bidder, if it fails to sign the Agreement within the specified time limit
- e. In the case of Successful Bidder, if it fails to commence its work within 7 (seven) days from the date of signing of the Agreement
- 2.17 Proposal Security of the Successful Bidder shall be kept by the Employer till the successful completion of Stage-1 of the Scope of Services as specified in this RFP. Proposal Security of the Successful Bidder shall be returned by the Employer along with the release of payment of the Inception Report submission.

2.18 Modification/ substitution/ withdrawal of Proposals

2.18.1 N o modification, substitution, or withdrawal shall be allowed once a Proposal is submitted.

3 EVALUATION OF PROPOSALS

3.1 Opening and Evaluation of Proposals

a. The Employer shall open the Technical Proposal at 16:00 hrs or thereafter on the Proposal Due Date, in the presence of the Bidders /their representatives who will choose to attend.

b. The Employer will subsequently examine and evaluate the Proposals in accordance with the provisions set out in this RFP.

c. To facilitate evaluation of Proposals, the Employer may, at its sole discretion, seek clarifications in writing from a Bidder regarding its Proposal.

3.2 Tests of responsiveness

The Employer shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

a. it is received in accordance with Clause 2.9.2 and as per the prescribed format;

b. it is received by the Proposal Due Date including any extension thereof;

c. it is signed, sealed, in hard bound booklet and marked and signed as stipulated in the RFP. Proposals submitted in other formats shall not be considered for evaluation;

d. It is accompanied by the Proposal Security as specified in this RFP;

e. It is accompanied by the Power(s) of Attorney as specified in this RFP;

f. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);

g. it does not contain any condition or qualification;

h. It is accompanied by a copy of MoU, in case of Consortium and It is not non-responsive in terms hereof.

j. It is accompanied by a Price of RFP or a receipt of the Price paid in accordance with this RFP.

Satisfying the Test of Responsiveness is mandatory for bidders to be selected for next stage of evaluation. If any material deviation is found in the formats then it will be judged as non-responsive.

3.3 Eligibility Criteria

The Bidder must satisfy all of the following qualification criteria for experience.

(A) Technical Capacity:

- 1. The Bidder should have prepared at least two of the DPR for conservation and management of lakes in last five years, which have been accepted/ approved by the Government or the client. The bidder has to provide documentary evidence for the same.
- 2. The bidder should have experience of DPR preparation related to conservation and management of lake which should be not less than 25 hectares area in the last 5 financial years (i.e. from FY 2004-05, to FY 2008-09).
- 3. At least two of the DPR prepared by Bidder for the Lake conservation and management should have been funded by any of the funding agency for Rs. 25 Cr in the last 5 financial years (i.e. from FY 2004-05, to FY 2008-09).

(B) Financial Capacity: A Bidder should have an average annual turnover in last three financial years of at least Rs.10 Cr

3.4 Evaluation of Technical Proposal

3.4.1. Compliance with the criteria prescribed as Eligible Experience is mandatory. Bidders who do not meet the minimum requirements of the Eligibility Criteria shall not be qualified for further evaluation.

3.4.2 Bidders must score minimum 70 marks to qualify the Technical Evaluation to qualify, If the number of prequalified applicants is less than 2 (two), the RMC may at its sole discretion prequalify the next Applicant whose technical score is less than 70%, the minimum prescribed, so that at least two applicants compete for the assignment.

3.4.3 The Technical Proposal shall be evaluated on the following parameters:

S. No	Parameters	Maximum Marks
1	Project Experience	30

A Experience of firm in preparation of comprehensive Detailed project report for conservation and management of lake for financial assistance from Ministry of environment & Forests under National Lake Conservation Plan 15 [7.5 marks is assigned to each eligible assignment – maximum of 2 (two)projects shall be considered for evaluation] 15 B Experience of firm in sanctioning the DPR for conservation and management of lake project from Ministry of Environment and Forests, Gol under National Lake Conservation Plan 15 [7.5 marks is assigned to each eligible assignment – maximum of 2 (two)projects shall be considered for evaluation] 15 2 Description of approach and methodology proposed for the Project 05 A Understanding of the Project 05 B Methods and Methodology for the completion of detailed tasks given in Section II 05 C Activity Schedule and work plan 05 3 Key Personnel in the team for the Project based on: 35 (i) The relevant qualification (ii) And relevant work experience in projects of similar nature 20 B Other positions (6 marks for each Key position) 15 4 Presentation 20 Total 100			
of 2 (two)projects shall be considered for evaluation] B Experience of firm in sanctioning the DPR for conservation and management of lake project from Ministry of Environment and Forests, Gol under National Lake Conservation Plan 15 [7.5 marks is assigned to each eligible assignment – maximum of 2 (two)projects shall be considered for evaluation] 15 2 Description of approach and methodology proposed for the Project 15 A Understanding of the Project 05 B Methods and Methodology for the completion of 05 detailed tasks given in Section II 05 C Activity Schedule and work plan 05 3 Key Personnel in the team for the Project based on: 35 (i) The relevant qualification (ii) And relevant work experience in projects of similar nature A Team Leader/ Environment Planner 20 B Other positions (6 marks for each Key position) 15	A	project report for conservation and management of lake for financial assistance from Ministry of environment & Forests	15
BExperience of firm in sanctioning the DPR for conservation and management of lake project from Ministry of Environment and Forests, Gol under National Lake Conservation Plan15[7.5 marks is assigned to each eligible assignment – maximum of 2 (two)projects shall be considered for evaluation]152Description of approach and methodology proposed for the 		[7.5 marks is assigned to each eligible assignment – maximum	
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B Other positions (6 marks for each Key position) 15 4 Presentation 20		(ii) And relevant work experience in projects of similar nature	
4 Presentation 20	A	Team Leader/ Environment Planner	20
	В	Other positions (6 marks for each Key position)	15
Total 100	4	Presentation	20
		Total	100

3.5 Contents of Financial Proposal

3.5.1 The Financial Proposal shall be the lump sum amount (in Indian Rupees) that the Employer shall pay to the Technical Consultant for the services envisaged in accordance with the payment schedule and shall be the bid parameter for identification of the Successful Bidder from the qualified bidders after evaluation of Technical Proposals. The Financial Proposal shall be inclusive of taxes, royalties, fees and charges including service tax as applicable except those as prescribed in this RFP. The financial proposal shall also be inclusive of cost and

fees for periodic supervision and all other out of pocket expenses which may be incurred by the Consultant towards travel, documentation and communication etc.

3.6 Selection process of Technical Consultant

The evaluation of the Proposal would be carried out in the following three stages:

(i) The first stage would involve a Test of Responsiveness based on the Key Submissions in accordance with the provisions of the RFP and the Bidders shall be qualified for the next stage of evaluation ("**Responsive Bidders**").

(ii) In the second stage of the evaluation process, the Technical Proposals would be evaluated in accordance with the provisions of the RFP and the Bidders shall be short-listed for the next stage of evaluation.

(iii) The Financial Proposal of only those Bidders who qualify in Technical Proposal evaluation shall be opened.

Date, time and venue for announcing the result of Technical Evaluation and for opening of Financial Proposals will be notified only to the technically qualified Bidders.

(iv) The Financial Proposals shall be given scores as follows:

Pf = 100 X Financial Proposal of Lowest Bidder / Financial Proposal of Bidder under consideration

(v) The Composite Score shall be computed as follows:

Composite Score = (Pe X 0.8) + (Pf X 0.2)

(vi) The Bidders will be accordingly ranked based on the composite score where the highest Composite Scorer will be ranked as no 1(H1 Bidder) and he shall be declared as the Successful Bidder.

3.6.1 The H1 Bidder may, if necessary, be invited for negotiations and will declare as the "Successful Bidder".

3.6.2 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Employer to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of

the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Employer may, unless it consents to extension of

time for submission thereof, appropriate the Proposal Security of such Bidder and the 2nd ranked Bidder shall be invited.

3.6.3 After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall execute the Agreement not later than 20 days from the Date of acceptance of LOA unless extended by Employer. The Employer may, unless it consents to extension of time, appropriate the Proposal Security of such Bidder and the 2nd ranked Bidder shall be invited.

3.6.4 After signing of Agreement, the Consultant shall commence its work with 7 days from the date of appointment / effective date. The Employer may, unless it consents to extension of time, appropriate the Proposal Security of such Bidder and the 2^{nd} ranked Bidder shall be invited.

4- FRAUD AND CORRUPT PRACTICES

- 4.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Service Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Service Agreement, the Employer shall reject a Bid, withdraw the LOA, or terminate the Service Agreement, as the case may be, without being liable in any manner whatsoever to the bidders or to the Successful Bidder or Technical Consultant, as the case may be, if it determines that the Successful Bidder or Technical Consultant, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Employer shall forfeit and appropriate the Proposal Security, Successful Bidder or Technical Consultant, as the case may be, shall pay, as mutually agreed genuine estimated compensation and damages payable to the Employer towards, inter alia, time, cost and effort of the Employer, without prejudice to any other right or remedy that may be available to the Employer hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Employer under Clause 4.1 hereinabove and the rights and remedies which the Employer may have under the LOA or the Service Agreement, if a Bidder, the Selected Bidder or Technical Consultant, as the case may be, is found by the Employer 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 Bidding Process, or after the issue of the LOA or the execution of the Service Agreement, such Bidder or Successful Bidder or Technical Consultant shall not be eligible to participate in any tender or RFP issued by the Employer for a period of 2 (two) years from the date such Bidder or Successful Bidder or Technical Consultant, as the case may be, is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

- 4.3 For the purposes of this Clause 4, 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 actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Service Agreement 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 the Employer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Service Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Service Agreement, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;
 - "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d. "undesirable practice" means (i) establishing contact with any person

> connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting Or, manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conference of the Bidders is convened at the designated date, time and place. Invited bidders shall be allowed to participate in the Pre-Bid Conferences. A maximum of three representatives of each Bidder shall be allowed to participate on production of Employer letter from the Bidder.
- 5.2 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Employer. The Employer shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5. MISCELLANEOUS

- 5.1 The Bidding 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 Bidding Process.
- 5.2 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Employer, 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.

SECTION-II

TERMS OF SERVICES

1- Background Information: Ranchi, Capital of Jharkhand is also called as city of Waterfalls, lakes and forests. Jharkhand was formed on 15th November 2000. The city is located at 23'23"N and 85'23"E. Area of the city is 175.12 sq.km and the

population is about 12.5 lakhs. Ranchi lake is located at the base of the mammoth Ranchi hill of altitude about, 2140 feet from sea level, was excavated and made as a lake in 1842 by a British national Colonel Onsely. The area of Ranchi Lake, is approximately



100 ha and maximum depth is around 10 m. In the past lake was very neat and clean, and many water birds perched over the lake but because of urbanization and developmental activities this limnetic ecosystem has been suffered in terms of water quality and water quantity due to point and nonpoint sources of pollution.



Figure: Geographical location of Ranchi Lake

2- Broad Scope of Services –

The broad scope of services shall include but not be limited to the following:

• Preparation of comprehensive Detailed Project Report for Rejuvenation and Conservation of Ranchi Lake formally known as Bara Talab

- Review of secondary data and generation of primary data for fill-up the gap, conducting all primary surveys for lake such as Engineering and topographic survey, lake Bathymetric survey, Water, Waster Water and sediment quality assessment etc.
- Carry out the lake water budgeting and nutrient budgeting for better lake recharging and abetment of nutrients enrichment.
- Identify Catchment area as planning area ('Project area') for all lake and get it approved by RMC
- Carry out requisite site studies of lake to examine the existing facilities like access, utilities, services, water quality, existing plantation, aquatic life and study the eco system of the lake, geo hydrological study of the catchment area for deriving the water contours and aquifer recharge capacity and prepare CAT plan for the same.
- Preparation of theme based development plan along with landscape plan, CAT plan, Lake front development Plan and Sewerage plan, infrastructure design, BOQ, cost estimate, financial plan and detail design as per required for development and conservation works for Ranchi Lake.

3. Detail Scope of Services, Time frame and Deliverables -

The Services to be performed by the Consultant at different stages, the time frame and the deliverables shall include but not be limited to the following:

Stage 1: (3 Weeks from signing the service agreement)

The Consultants shall complete following tasks:

- 1- Reconnaissance survey, Collection of secondary data (if any) available with the municipal corporation, institutes, private organization, NGOs, public related to
- A description of the habitats
- Information on existing infrastructure and human activities (roads, fishing, agriculture etc.,) that can serve as a starting point for the development of infrastructure.
- The relationship of the site to other ecosystems (i.e. presence of important wildlife corridors) should be documented.
- Data on the use of the site by the local population should be collected and analyzed to identify possible resource conflicts.
- Tourism related information such as usage of the place and tourist potential of the city shall also be analyzed

- 2- Prepare detail work schedule and Man power deployment schedule
- 3- Incorporate the summary of the above in the Inception report

Deliverables - Inception report

3 hard copies and 2 soft copies (editable format in CD ROM) of Inception report

Stage 2: (16 Weeks after signing the service agreement)

The Consultant shall complete:

- 1. **Surveys and Investigations** the consultants shall conduct a detailed survey. The following surveys are to be conducted in this regard-
 - 1. Carry out the detailed topographic survey and engineering survey for the lake fringe and catchment area should include all physical features, Lake Boundary with levels of the lake bed and catchments, including physical characteristics of the lake such as condition of bunds/ waste-weir/ spill way, existing plantation and trees, encroachments and other details etc.
 - 2. **Survey of the lake** Drawings in AutoCAD or GIS are to be prepared to bring out the following information:

Boundary survey of the lake demarcating the overall lake boundary, outside the lake bunds and also the water spread area as on the date of survey. Drawings have to be prepared to show the following morphometric details of the lake.¹

- Total length of shoreline along Full Tank Level (FTL) with reference to the top level of the surplus weir.
- Total area of the lake falling within the FTL.
- The LS of the lake bund showing the top width, bottom width all along the length of main tank bund, ring bunds around the lake. Cross sections at every

1		The morphometric details shall contain the following-
	٠	Catchments area
	•	Maximum water spread area of the lake
	•	Shore line length
	•	Average depth and maximum depth
	٠	Full Tank level (FTL)
	•	Maximum water level
	•	Main tank bumd level
	•	Volume of the lake at FTL
	•	Length of the overflow weir
	٠	Maximum flood discharge
	•	Supply channels

50 m intervals of the LS and levels at 1 m interval along the slopes of bund up to 15 m from the bottom edge of the slope.

- Bed levels of the lake at gridlines along north-south and east-west at 50 m spacing to cover the entire lake bed and also to a distance of 300 m around the lake outside the bund of the lake giving ground levels at every 15 m interval along the gridlines.
- Surveying and mapping all existing water inlet and outlet drains of the lake indicating the width of channels as existing to a distance of 500 m from the lake along the upstream and downstream of the inlet and outlet channels. Cross sections of these channels (both inlet and outlet channels) have to be surveyed at every 25 m interval indicating levels at every 1 m up to the total width of the channel extending up to 5 m on either side of the channel. Cross section drawings bringing out details shall be prepared and submitted.
- The full storage capacity of the lake shall be computed taking into consideration the survey data.
- All buildings and structures located adjacent to the lake up to a distance of 100 m from the outer edge of lake bunds indicating ground levels at every 10 m interval and plinth of each building/structure falling in the area shall be shown in the plan of the lake. Any light pole, transformer, trees or other land marks etc., located within 30 m distance are to be recorded and shown in the plan.
- Existing surplus weir and its cross section details such as top width, bottom width, top level, bottom level, length, condition and cross section at every 5 m distance with levels at 0.5 m intervals up to 10 m on either side along the alignment of the weir has to be shown in a drawing.
- A lake plan drawing has to be prepared showing all the above details.
- It is to be noted that the consultants while benchmarking the level of the point above MSL, they shall install stone pillars around the lake.
- 3. Bathymetric map of the lake bed, for baseline data The bathymetric map of the lake has to be prepared showing the depth of the lake at different points by means of contour lines drawn for every 1 m difference in elevation. The map must be prepared based on bed levels taken at several points of the lake and not extrapolated from a few spot levels. The spot levels at intersections of 15 m grids have to be factually read and marked on the plan of the lake.
- 4. Land use and network The consultant shall analyze the existing land use around the project area and examine the property values. The study shall also provide the existing land ownership.

The consultants have to provide detailed information of the surveys undertaken and provide the survey results as soft copies/hard copies to RMC.

- 4- **Hydro-Climatic Assessment:** Collection and review of meteorological secondary data given below and finalize the outcomes of hydro-climatic study that will be used for the planning purposes.
 - a) Ambient temperature and characteristics
 - b) Rainfall pattern
 - c) No of rainy days
 - d) Stream flow of pattern
 - e) Estimation of sheet erosion and channel erosion
 - f) Evaporation
 - g) Evapo-transpiration

5- Ecological Assessment:

A- Water Quality Monitoring : (Not less than 24 samples) Study and analyze physio-chemical parameters as below

a. Physical Parameters

- Surface water temperature
- Secchi transparency

b. Chemical Parameters

- pH
- Conductivity (mhos cm)
- Suspended solids (mg/l)
- Total dissolved solids (mg/l)
- Total Alkalinity(mg/l)
- Dissolved oxygen (mg/l)
- Biological oxygen demand (mg/l)
- Chemical oxygen demand (mg/l)
- Total Hardness(mg/l)
- Inorganic phosphate phosphorous (mg/l)
- Total phosphate phosphorous (mg/l)
- Nitrate nitrogen (mg/l)
- Total Nitrogen (mg/l)
- Ionic, concentration (Chloride, Sulphate, Calcium, Magnesium,) (mg/l)
- Heavy Metals (Cd, Co, Cr, Ni, Zn, Pb, Fe) (mg/l)

c. Bacteriological & Biological Parameters

- Total and Fecal Coliforms
- Phytoplankton production (g/M2/yr)
- Macrophytic production (g/M2/yr) \
- Primary productivity
- B- Sediment quality Assessment : (Not less than 5 samples)

Sediment samples shall be analyzed for following parameters

- Total Organic Crabon
- Total phosphate phosphorous (mg/l)
- Total Nitrogen (mg/l)
- Ionic, concentration (Na, K, Ca, Mg) (mg/l)
- Heavy Metals (Cd, Co, Cr, Ni, Zn, Pb, Fe) (mg/l)
- C- Sewage, Inlet /outlet Water Quality Assessment (All major Inlets /Outlets) Following Parameters included in sewage, Inlet/Outlet water sample assessment
 - pH
 - Conductivity (mhos cm)
 - Suspended solids (mg/l)
 - Total dissolved solids (mg/l)
 - Biological oxygen demand (mg/l)
 - Chemical oxygen demand (mg/l)
 - Total phosphate phosphorous (mg/l)
 - Total Nitrogen (mg/l)
 - Heavy Metals (Cd, Co, Cr, Ni, Zn, Pb, Fe) (mg/l)
 - Total & Fecal coliforms (MPN/100 ml)
 - Flow Monitoring
- D- Biodiversity Assessment: Following Parameters included in biodiversity assessment
 - Aquatic plants (submerged emergent free floating algae)
 - Phytoplanktons
 - Zooplankton
 - Benthic invertebrates
 - Fish
 - Birds
 - Mammals
- E- Solid Waste Assessment (Not less than 4 samples) Following Parameters included in Solid waste assessment

- Composition
- Total Organic Carbon
- Total Phosphorous
- Total Nitrogen
- 6- **Nutrients Load assessment**: Estimation of the pollution load discharged into the lake from:
 - Point and Non-point sources of pollution
 - Nutrients released from the lake sediment bed
 - Phosphorous loading (g orthophosphate P/M2/yr)
 - Nitrogen Loading (g orthophosphate P/M2/yr)
 - Cu, Mo, Ca, Mg, Zn, Fe, S, K
 - Input and output of Nitrogen and Phosphorous
 - Net Balance
- 7- Water Budgeting: Estimation of water budgeting to ensure the lake recharging and water balancing study with the help of morphological features, catchment area details, and data obtained from hydro-climatic assessment.

Deliverables – all Survey reports and identified key issues and thrust area details. 3 hard copies and 2 soft copies (editable format in CD ROM) of survey reports and catchment area survey

Stage 3: (20 Weeks after signing the service agreement)

Preparation Draft DPR containing the following detailed work:

- Details of identified problems, key issues
- Suggested In-Situ and Ex -Situ conservation and remedial measures
- Catchment Area Treatment Plan
- Lake Front Development Plan
- Possibility Eco-Tourism Development
- Preparation of Detailed Drawing and designs
- Prepare detail Bill of quantities and Cost Estimates
- **Operations & maintenance plan:** Identify the various models for the Operation and Management of lake along with its pros and cons and suggest most suitable model. The management should also emphasis on revenue and employment generation.

The consultants shall prepare an O&M protocol / maintenance management plan for the routine maintenance of infrastructure and also suggest institutional structures for such maintenance. The plan shall consist of-

- a. Organization chart for O&M
- b. Staffing requirements / skills
- c. Technology and equipments for O&M
- d. Detailed annual O&M costing
- e. In house Vs outsourcing arrangements possible for O&M

Deliverables - Submission of Draft Detailed Project Report

3 hard copies and 2 soft copies (editable format in CD ROM) including drawing, designs , BOQ and Cost Estimates

Stage 4: (24 Weeks after signing the service agreement)

Submission of Final Detailed Project Report after incorporation of comments received from employer.

Deliverables – Final DPR with all details complied from above three stages.

3 hard copies and 2 soft copies (editable format in CD ROM) of Final DPR.

Table: Payment Schedule

S.No	Description of Deliverable	Payment in
1	Mobilization Advance with Signing of Agreement	10%
3	On submission of Survey reports	20%
4	Submission of Draft DPR with cost estimates	20%
5	Submission of Final DPR to RMC	25%
6	On approval of DPR by NLCP	25%
	Total	100%

Notes:

1. In case the project is delayed on account of delay on the part of Consultant in providing services, drawings and other deliverables, the Consultant will not be entitled for any additional remuneration on account of extension of contract period.

2. In case the delay in project completion is not attributable to the Consultant, additional fees on pro rata basis as may be decided by mutual consent shall be payable to the Consultant.

Section-III

Format I

PROJECT EXPERIENCE

The information regarding the relevant experience of the firm should be provided in the format below.

Project Name:	Location of Project:
Name of Client:	Address of Client:
Start date (month/year):	Approximate value of services:
No. of staff provided: by your firm:	Number of staff months provided by your firm:
Name of Associate Firm:	No. of months of professional staff provided by Associate Firm:
Narrative description of Project	
Include the following information:	
Project Brief (define project area)	
Description of actual services provided by	
Name of Senior Staff of your firm involved and	

The Project Data Sheets should necessarily be accompanied with copies of work orders / <u>advisory services agreements</u>/service certificates from clients / independent auditor⁵as applicable, as proof of experience. Projects without proof of experience shall not be considered for evaluation.

⁵ The independent auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organization abroad.

Format II

Financial Capacity

The information regarding the turnover in Last three years should be provided in the format below.

Financial year ended	Turnover in Crores of INR	
Year 1		
Year 2		
Year 3		

Note: Copy of the audited balance sheet/ annual report of the last three financial years should be enclosed.

Comment [k1]: Delete the highlighted column

Format III

Format of Curriculum Vitae (CV) for Proposed Key Personnel

Name of Personnel	:	
Profession	:	
Years with Firm	:	
Nationality	:	
Area of Specialization		
Proposed Position on Team	:	

Key Qualifications

Project Details	Degree of responsibility/ Experience			

Education

DEGREE	Name of Institute	Year

Relevant Experience

Duration	
Location	
Types of activities performed	

Names of relevant projects handled	
Client References	

Languages Known

Language	Speaking	Reading	Writing		

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 Staff or Authorized Representative/Signatory of the firm : Date

Format IV

<u>Work Plan</u>

Activity	Duration of activity					Name(s)	of			
Description	(no. of weeks)						assigned	Key		
Activity 1										
Activity 2										
Activity 3										
Activity 4										
Activity 5							 			
										-
							 			-

(Illustrative schematic of Work Plan with Manpower Allocation)

Format V

Approach & Methodology To be submitted in following order:

a) Description of the methodology and work plan which the Bidder proposes to adopt during executing the Project

b) The methodology should clearly elaborate on each of the tasks proposed to be carried out. c) The composition of the project execution team and tasks allocated for each member for the project to be provided. The methodology has to be based on the Terms of Services ("**ToS**") as prescribed in section-II.

APPENDIX – I

Dated

Letter of Proposal

The Chief Executive Officer, Ranchi Municipal Corporation (RMC), Ranchi Pin. 834001

Sub: Preparation of Comprehensive DPR for Rejuvenation and Sustainable Conservation of Ranchi Lake (Bara Talab), Rachi, Jharkhand

Dear Sir,

- 1 With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
- 2 All information provided in the **Proposal** and in the Appendices is true and correct.
- 3 This statement is made for the express purpose of qualifying as a Bidder for undertaking the Project.
- 4 I/ We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I/ We acknowledge the right of the Employer to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6 We certify that in the last 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.
- 7 I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Employer.
 - I/ We do not have any conflict of interest in accordance with Clauses given in RFP Document;
 - (c) I/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 RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Employer or any other public sector enterprise or any

government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause given in RFP, 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.
- 8 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Proposal for the Project, without incurring any liability to the Bidders, in accordance with Clause given in RFP document.
- 9 I/ We declare that we are not a Member of a/ any other firm submitting a Proposal for the Project.
- 10 I/ 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 Employer 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.
- 11 I/ 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.
- 12 I/ We further certify that no investigation by a regulatory Employer is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- 13 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Employer of the same immediately.
- 14 I/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 the Employer in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 15 In the event of my/ our being declared as the successful Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 16 I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Employer or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.

- 17 The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Service Agreement.
- 18 I/We offer a Proposal Security of Rs. 50,000/-(Rupees Fifty Thousand only) to the Employer in accordance with the RFP Document.
- 19 The Proposal Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
- 20 I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
- 21 I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.
- 22 I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Date:

(Signature of the Authorized signatory)

Yours faithfully,

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

Name and seal of Bidder

APPENDIX – II

Format for Bank Guarantee

B.G. No. Dated:

In consideration of you, **Chief Executive Officer**, **Ranchi Municipal Corporation**, **having** its office at 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 "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for Preparation of Comprehensive DPR for rejuvenation and sustainable conservation of Ranchi Lake

1 (hereinafter referred to as "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 Bidder, 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 Bidder 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 Bidder if the Bidder 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 Bidder 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 Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder 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 Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Proposal open during the Proposal validity period as set forth in the said Bidding

Ranchi Municipal Corporation

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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 50 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 Bidder, 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 Bidder 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 Bidder 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 Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder 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 Bidder or the Bank or any absorption, merger or amalgamation of the Bidder 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 Bidder 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 Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder 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 Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder 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 Bidder 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 Bidder 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)

APPENDIX – III

Format for Power of Attorney

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at who is [presently employed with us/ and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Preparation of Comprehensive DPR for Rejuvenation and sustainable conservation of Ranchi Lake including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Employer.

And we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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.

IN WITNESS WHEREOF WE,	_, THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS	_DAY OF, 20**.

For_____ (Signature) (Name, Title and Address)

Witnesses:

1

2

Accepted [Notarised] (Signature) (Name, Title and Address of the Attorney) *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 Bidder 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 Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

APPENDIX – IV

Format for Financial Proposal

(To be enclosed in a separate cover) (On the Letterhead of the Bidder)

Date:

Chief Executive Officer (CEO) Ranchi Municipal Corporation (RMC) Ranchi - 834001

Sub: Financial proposal for Preparation of Comprehensive Detailed Project Report for Rejuvenation and Conservation of Ranchi Lake, Ranchi

Sir,

Having gone through this RFP and the draft Service Agreement and having fully understood the scope of work for the Project as set out in this RFP, we are pleased to inform that we would charge Rs. _____(Indian Rupees) ______(in words)), lumpsum amount (in Indian Rupees) that the Employer shall pay to the Technical Consultant for the Services envisaged in accordance with the payment schedule .The financial proposal is inclusive taxes, royalties, fees and charges including service tax as applicable. The financial proposal shall also be inclusive of cost and fees for periodic supervision and all other out of pocket expenses including expenses related to travel, stay, communication and all documentation.

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein.

We hereby declare that there are, and shall be no deviations from the stated terms in the RFP.

Yours faithfully, For and on behalf of

(Name of the Bidder)

Ranchi Municipal Corporation

.....

(Signature of Authorized Signatory)

_(Name and designation of the Authorized Person)