



BERHAMPUR MUNICIPAL CORPORATION

No. 5164 / E.1-III/16/14

Dt. 30/5/14

Request for proposal for appointment of Independent Engineer for SWM Project in Berhampur

Berhampur Municipal Corporation has initiated a SWM project to finance, construct, operate and maintain a landfill and processing facility for waste collection, transportation, disposal and treatment through PPP mode for which Corporation has executed concession agreement with UPL Environmental Engineer Limited.

BeMC now invites proposal from intending firms to participate in bidding process for appointment of Independent Engineer for integrated SWM project.

The RFP includes the detail term and condition for qualification of bidders, bid submission and selection of bidder, as well as the draft concession agreement to enter in BeMC etc. All those interested in obtaining the RFP may download it from BeMC website (www.berhampur.gov.in)

Launch of the RFP – 2.6.14

Pre bid queries – 17.6.14

Response to the pre bid queries – 2.7.14


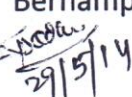
Bid due date – 17.7.14

For further information contact :

Municipal Commissioner, Berhampur, Ganjam, Odisha, 760 001

Ph. No. : 0680 2250290

Email : ber.municipality@rediffmail.com


Municipal Commissioner
Berhampur Municipal Corporation

29/5/14

Request For Proposal (RFP)
for
Appointment of Independent Engineer for Integrated
SWM Project in Berhampur, Odisha

Berhampur Municipal Corporation

Berhampur, Odisha April 2014

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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 Corporation or any of its 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.

This RFP is not an agreement and is neither an offer nor invitation by the Corporation 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. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Corporation 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 Corporation, 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 and information contained in this RFP and obtain independent advice from appropriate sources.

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 Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Corporation, 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 any way in this Selection Process.

The Corporation 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.

The Corporation 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.

The issue of this RFP does not imply that the Corporation is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Corporation reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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 Corporation 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 Corporation 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.

GLOSSARY

Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicable Laws	As defined in Clause 2.3.3
Associate	As defined in Clause 2.13.3
Authorized Representative	As defined in Clause 1.2
Authorized Representative	As defined in Clause 2.21.1
Bidder	As defined in Clause 1.1.2
Bidder	As defined in Clause 1.1.2
Bid Security	As defined in Clause 2.2.1
Concession Agreement	As defined in Clause 2.3.1
Concessionaire	As defined in Clause 1.2
Concessionaire	As defined in 2.1.3
Conditions of Eligibility	As defined in Clause 1.2
Conditions of Eligibility	As defined in Clause 1.1.1
Conflict of Interest	As defined in Clause 1.1.1
Consultancy	Curriculum Vitae
Consultancy Team	Design, Build, Finance, Operate and Transfer
IE	As defined in Clause 2.12
Contracting Authority	As defined in Clause 2.1 of Schedule-2
Corporation	As defined in Clause 2.15.2
CV	As defined in Clause of Schedule-2
DBFOT Documents	As defined in Clause 2.16.1
Effective Date Eligible	Form of Agreement as in Schedule-2
Assignments Expatriate	Indian Rupee(s)
Personnel Financial	Integrated Solid Waste Management Project
Proposal Form of	As defined in Clause 1.1.3
Agreement INR, Re, Rs.	As defined in Clause 2.1.3
ISWM	Letter of Award
ISWM	As defined in Clause 2.3.3(a)
Key Personnel	As defined in Clause 1.11.2
LOA	As defined in Clause 1.1.1(n) of Schedule-2
Member Official Website	Public Private Partnership
Personnel	As defined in Clause 2.15.7
PPP	
Professional Personnel	

Prohibited Practices	As	defined	in	Clause 4.1
Project	As	defined	in	Clause 1.1.1
Project Manager	As	defined	in	Clause 4.6 of Schedule-2
Proposal	As	defined	in	Clause 1.2
Proposal Due Date or PDD	As	defined	in	Clauses 1.5 and 1.8
Prequalification Document	As	defined	in	Clause 2.14.1
Resident Personnel	As	defined	in	Clause 1.1.1(o) of Schedule-2
RFP	As	defined	in	Disclaimer
Selected Bidder	As	defined	in	Clause 1.6
Selection Process	As	defined	in	Clause 1.6
Services	As	defined	in	Clause 1.1.1(q) of Schedule-2
Statutory Auditor	An	Auditor		appointed under Applicable Laws
Sub-IE	As	defined	in	Clause 1.1.1(r) of Schedule-2
Support Personnel	As	defined	in	Clause 2.15.7
Team Leader	As	defined	in	Clause 2.1.3
Qualification Proposal	As	defined	in	Clause 2.15.1
TOR	As	defined	in	Clause 1.1.4

US\$ United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

INVITATION FOR PROPOSAL

1. INTRODUCTION

1.1 Background

1.1.1 Berhampur Municipal Corporation (the "**Corporation**" or the "**Contracting Authority**") has initiated a project to finance, construct, operate and maintain a landfill and processing facility for waste collection, transportation, disposal and treatment (the "**Project**") through Public Private Partnership (the "**PPP**") on Design, Build, Finance, Operate and Transfer (the "**DBFOT**") basis.

1.1.2 In this regard the Corporation has executed a concession agreement (the "**Concession Agreement**") with a Consortium (the "**Concessionaire**") comprised of (a) **UPL Environmental Engineers Limited** (a company duly registered in India as per the Companies Act of 1956, as amended from time to time, located at Bill Village, Near Banco Product, Padra Road, Vadodara, 391410 Gujarat, India); and (b) **RAM Engineering and Construction Company** (a limited liability company incorporated under the Companies Act, 1956 and having its registered office at 3 Jerbai Wadia Road, 109 Lucky Star Apartment, Parel, Mumbai 400 012, India) The Consortium has incorporated Berhampur Waste Management Company Private Limited (the "**Concessionaire**") for the purpose of the Project.

1.1.3 The current scope of the project is an Integrated Solid waste management project - a comprehensive waste prevention, recycling, composting, and disposal program. The Concessionaire shall, at its own cost, responsibility and risk, be entitled and obliged to carry out, throughout the Concession Period, the following rights as granted to the Concessionaire by the Contracting Authority (the "**Concession Rights**"):

The Concessionaire shall design, construct, operate and maintain the Secondary Collection
(a) Points at Berhampur.

The Concessionaire shall carry out the Landfill and Processing Facility Construction Works,
) and provide Waste Collection, Transportation, Disposal and Treatment Services within the Service Zone.

(b) The Concessionaire shall close and cover the Old Site as from the Completion Date. The Concessionaire shall be responsible for the decommissioning of the Old Site within twelve (12) months from the Completion Date and the Post Closure Activities for fifteen (15) years following the closure of the Old Site in accordance with the provisions of this Agreement.

At the end of the Concession Period, the Concessionaire shall close, cover and decommission the New Site and the Landfill and provide the Post Closure Activities for fifteen (15) years following its closure in accordance with the provisions of this Agreement.

(c) 1.1.4 An Independent Engineer is to be appointed as per the provisions of the concession agreement. In pursuance of the above, the Corporation has decided to carry out the process for selection of an Independent Engineer who shall work in accordance with the Terms of Reference specified as Schedule-1 (the "**TOR**").

1.2 Request for Proposal

The Corporation invites Proposals (the "**Proposals**") for selection of an Independent Engineer (the "**IE**" or the "**Bidder**") who shall be responsible for independent monitoring of the progress of the Project during the term of the Concession Agreement in conformity with the TOR (collectively the "**Consultancy**").

The Corporation intends to select the IE through an open competitive bidding in accordance with the procedure set out herein.

1.3 Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Corporation and the Project site, sending written queries to the Corporation.

1.4 Sale of RFP document

RFP document can be obtained between 11:00 hrs. and 16:00 hrs. on all working days on payment of a fee of Rs. One Thousand Only (Rupees) in the form of a demand draft drawn on any Scheduled Bank in India in favor of **Municipal Commissioner, Berhampur Municipal Corporation** and payable at **Berhampur**. The document can also be downloaded from the Official Website of the Corporation. In case of a downloaded form, the Bidder shall submit the demand draft along with the Proposal.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date (the "**PDD**").

1.6 Brief description of the Selection Process

The Corporation has adopted a single stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising prequalification, qualification and financial bids to be submitted in three separate sealed envelopes. In the first stage, the Bidders shall be evaluated for their compliance with the qualification requirements as specified in Clause 3.1. Based on the evaluation of qualification, a list of qualified Bidders shall be prepared as specified in Clause 3.2. In the second stage, a technical evaluation will be carried out as specified in Clause 3.3. Based on this technical evaluation, a list of shortlisted Bidders shall be prepared as specified in Clause 3.4. In the third stage, a financial evaluation will be carried out as specified in Clause 3.5.

The Bidder quoting the lowest fees shall be selected for negotiation (the "**Selected Bidder**") while the Bidder quoting the second lowest fees will be kept in reserve.

1.7 Currency conversion rate and payment

- 1.7.1 For the purposes of technical evaluation of Bidders, Rs. 60 per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- 1.7.2 All payments to the IE shall be made in INR in accordance with the provisions of this RFP. The IE may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the IE.

1.8 Schedule of Selection Process

The Corporation would endeavor to adhere to the following schedule:

Event Description Date

- | | |
|---|---|
| 1. Last date for receiving queries/clarifications | 17/06/2014 |
| 2. Corporation response to queries published | 02/07/2014 (The responses will be published on the Official Website of Corporation) |
| 3. Proposal Due Date or PDD | 17/07/2014 (15:00 hours) |
| 4. Opening of Proposals | On Proposal Due Date |
| 5. Letter of Award (LOA) | Within 15 days of PDD |
| 6. Signing of Agreement | Within 10 days of LOA |

1.9 Pre-Proposal visit to the Site and inspection of data

Prospective Bidders may visit the site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Municipal Commissioner, Berhampur Municipal Corporation

Berhampur - 760 001

Phone: +916802250241/+919437216781

Email: ber_municipality@rediffmail.com

Also, while communicating mark your mails to relevant teams of IFC and CRISIL -Hkhubcandani@ifc.org; NGupta@ifc.org; Aparis@ifc.org; Rahul.widge@crisil.com; Rahul.bedmutha@crisil.com; rakesh.bangera@crisil.com.

1.10 Last date of receiving queries

The Bidders may address their queries to the nodal officer specified below on or before 17/06/2014

Municipal Commissioner, Berhampur Municipal Corporation

Berhampur - 760 001

Phone: +916802250241/+919437216781

Email: ber_municipality@rediffmail.com

Also, while communicating mark your mails to relevant teams of IFC and CRISIL -Hkhubcandani@ifc.org; NGupta@ifc.org; Aparis@ifc.org; Rahul.widge@crisil.com; Rahul.bedmutha@crisil.com; rakesh.bangera@crisil.com.

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

Municipal Commissioner, Berhampur Municipal Corporation Berhampur - 760 001 Phone:

+916802250241/+919437216781 Email: ber_municipality@rediffmail.com

Also, while communicating mark your mails to relevant teams of IFC and CRISIL -Hkhubcandani@ifc.org; NGupta@ifc.org; Aparis@ifc.org; Rahul.widge@crisil.com; Rahul.bedmutha@crisil.com; rakesh.bangera@crisil.com.

1.11.2 The **Official Website** of the Corporation is: <http://www.berhampur.gov.in>

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

**"RFP for Selection of Independent Engineer for Integrated SWM Project in
Berhampur, Odisha"**

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Bidders are advised that the selection of IE shall be on the basis of an evaluation by the Corporation through the Selection Process specified in this RFP. Bidders 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 the Corporation's decisions are without any right of appeal whatsoever.

2.1.2 The Bidder shall submit its Proposal in the form and manner specified in this Part- 2 of the RFP. The Qualification Proposal shall be submitted in the form at Appendix-II and the Financial Proposal shall be submitted in the form at Appendix-III. Upon selection, the Bidder shall be required to enter into an agreement with the Corporation which shall be made available along with the RFP.

2.1.3 Key Personnel

The Consultancy Team (the "**Consultancy Team**") shall consist of the following key personnel (the "**Key Personnel**") who shall discharge their respective responsibilities as specified below:

No.	Key Personnel	Indicative Responsibility
a.	Solid Waste Management Expert Team Leader	I. Lead the entire team of IEs and provide expert inputs. II. Draw upon previous expertise in land filling, collection, transportation, processing, and supervision of solid waste management activities. III. Review the drawings, completion schedule, O&M plan, map showing suggested locations of secondary collection points and storage points of all equipment and light-vehicles to be submitted by the Concessionaire IV. Review with support of the Civil Engineer the landfill construction, processing facility and other civil works for the project. V. Review the construction of the Processing and VI. Review tipping fee statements, do periodic tests and site visits, ensure that the concessionaire meets all the requirements as per the concession agreement.
b.	Environmental Engineer	I. Support the Team Leader in undertaking the activities listed above and as required II. Review the environmental and social management plan (ESMP) and monitor the adherence to environmental and social impact assessment (ESIA) and the environmental

		and social management plan (ESMP) for both the Old Site and the New Site submitted by the Concessionaire.
c.	Civil Engineer	I. Review the landfill construction, processing facility and other civil works for the project. II. Support the Team Leader as required
d.	Engineering Support Staff (2)	I. Support the main Team in undertaking its day-to-day activities

2.2 Conditions of Eligibility of Bidders

2.2.1 Bidders must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following:

- A. The Bidder shall be a company incorporated in India under the (Indian) Companies Act 1956 or a company incorporated under equivalent law abroad. The Bidder shall be required to submit a true copy of its Incorporation Certificate along with its Proposal.
- B. **Technical Capacity:** The Bidder shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 2 (two) Eligible Assignments as specified in Clause 2.15.2. Secondly, the bidder must provide CVs of personnel that meet the eligibility criteria as set out in Clause 2.15.
- C. **Financial Capacity:** The Bidder shall have received a minimum income of Rs. 2 (two) crore per annum from professional fees during each of the 5 (five) financial years preceding the Proposal Due Date.

2.2.3 The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that audits the annual accounts of the Bidder.

2.2.4 The Bidder should submit a Power of Attorney as per the format at Form-4 of Appendix-I.

2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6 A Bidder or its Associate should have, during the last 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 Bidder or

its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

2.2.7 While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

2.2.8 In addition, the Bidders shall provide work orders of relevant assignments undertaken along with completion certificate or experience certificate (for ongoing assignments) clearly outlining the scope of the project, activities undertaken, the timelines of the project and the value of the assignment (in Rs. Crore).

2.2.9 The bidders shall also provide previous 5 years audited financial statements including profit and loss, balance sheet and cash flow statements.

2.3 Conflict of Interest

2.3.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Corporation shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Corporation for, *inter alia*, the time, cost and effort of the Corporation including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Corporation hereunder or otherwise.

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

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a) the Bidder, or Associate (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in

section 4A of the Companies Act, 1956. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; and / or

- b) a constituent of such Bidder is also a constituent of another Bidder; and / or
- c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; and / or
- d) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; and / or
- e) 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 other's information about, or to influence the Proposal of either or each of the other Bidder; and / or
- f) There is a conflict among this and other consulting assignments of the Bidder (including its personnel and Sub-IE) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the IE will depend on the circumstances of each case. While providing consultancy services to the Corporation for this particular assignment, the IE shall not take up any assignment that by its nature will result in conflict with the present assignment; and / or
- g) a firm which has been engaged by the Corporation to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; and / or
- h) the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as

the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (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 by operation of law or by contract.

2.3.4 A Bidder eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation 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 Corporation in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Corporation in accordance with the rules of the Corporation. For the avoidance of doubt, an entity affiliated with the IE shall include a partner in the IE's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the IE, as the case may be, and any Associate thereof.

2.4 Number of Proposals

No Bidder or its Associate shall submit more than one Proposal for the Consultancy. A Bidder applying individually or as an Associate shall not be entitled to submit another proposal either individually or as an associate for another firm, as the case may be.

2.5 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Corporation, Project site etc. The Corporation will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organized for the benefit of prospective Bidders on dates, time and venue as specified in Clause 1.9.

2.7 Acknowledgement by Bidder

2.7.1 It shall be deemed that by submitting the Proposal, the Bidder has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Corporation;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Corporation or relating to any of the matters referred to in Clause 2.6 above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Proposal 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.

2.7.2 The Corporation 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 or the Selection Process, including any error or mistake therein or in any information or data given by the Corporation.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Corporation reserves the right to accept or reject any Proposal and to annul the Selection 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 thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Corporation reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) The Bidder does not provide, within the time specified by the Corporation, the supplemental information sought by the Corporation for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and Bidder quoting the lowest bid gets disqualified / rejected, then the Corporation reserves the right to consider the next best Bidder, or take any other

measure as may be deemed fit in the sole discretion of the Corporation, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous

Schedules

1. Terms of Reference

2. Form of Agreement

Annex-1: Terms of Reference Annex-2:

Deployment of Personnel Annex-3:

Estimate of Personnel Costs Annex-4:

Approved Sub-IE(s) Annex-5: Cost of

Services Annex-6: Payment Schedule

Annex-7: Bank Guarantee for Performance Security

3. Guidance Note on Conflict of Interest

Appendices

Appendix-I: Pre-Qualification Proposal

Form 1: Letter of Proposal Form 2:

Particulars of the Bidder Form 3:

Statement of Legal Capacity Form 4: Power

of Attorney **Appendix-II: Qualification**

Proposal

- For 1 Financial Capacity of Bidder
m :
- For 2 Particulars of Key Personnel
m :
- For 3 Auditor's certification on revenues
m :
- For 4 Abstract of Eligible Assignments of Bidder
m :
- For 5 Abstract of Eligible Assignments of Key Personnel
m :
- For 6 Eligible Assignments of Bidder
m :
- For 7 Eligible Assignments of Key Personnel
m :
- For 8 CV of Key Personnel
m :

Appendix-III: Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

2.10 Clarifications

2.10.1 Bidders requiring any clarification on the RFP may send their queries to the Corporation in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP for Selection of Independent Engineer for Integrated SWM Project in Berhampur, Odisha"

The Corporation shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Corporation will post the reply to all such queries on the Official Website without identifying the source of queries.

2.10.2 The Corporation reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Corporation to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Corporation may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.11.2 All such amendments will be notified on the Official Website along with the revised RFP containing the amendments and will be binding on all Bidders.

- 2.11.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Corporation may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the "**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 RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is 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 Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Bidder shall provide all the information sought under this RFP. The Corporation would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Bidder shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 2 (two) copies of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3 The Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "**Authorized Representative**") as detailed below:

- a) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a director of the Bidder and notarized by a notary public in the form specified in Appendix-I (Form- 4) shall accompany the Proposal.

2.13.4 Bidders should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Corporation, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.18.1. Bidders 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. For the avoidance of doubt, the Corporation reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.14 Qualification

- 2.14.1 Bidders shall submit their submissions in response to the Conditions of Eligibility detailed out at Clause 2.2 of this RFP document. The submissions shall be as per the formats at Appendix-I (the "**Prequalification Document**").
- 2.14.2 While submitting the Prequalification Proposal, the Bidder shall, in particular, ensure that:
- a) The Bid Security is provided;
 - b) All forms relating to Prequalification Document are submitted in the prescribed formats and signed by the prescribed signatories;
 - c) Power of Attorney, if applicable, is executed as per Applicable Laws;
 - d) A copy of the Incorporation Certificate duly attested by the Authorized Signatory is enclosed;
 - e) Supporting documents in evidence of similar assignments undertaken .i.e. work orders; completion certificate/ experience certificate etc. are provided as per clause 2.2.8.
 - f) Previous 5 years audited financial statements including profit and loss, balance sheet and cash flow statements.
 - g) The Proposal is responsive in terms of Clause 2.22.3.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 The Prequalification Document shall not include any financial information relating to the Financial Proposal.
- 2.14.5 The Corporation reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Corporation to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Corporation there under.
- 2.14.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility 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 IE either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the 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 Corporation without the Corporation being liable in any manner whatsoever to the Bidder or IE, as the case may be.
- 2.14.7 In such an event, the Corporation shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Corporation

for, inter alia, time, cost and effort of the Corporation, without prejudice to any other right or remedy that may be available to the Corporation.

2.15 Qualification Proposal

2.15.1 Bidders shall submit the Qualification Proposal in the formats at Appendix-I (the "**Qualification Proposal**").

2.15.2 To be eligible for evaluation of its Qualification Proposal, the Bidder shall fulfill the following requirements:

A. **Availability of Key Personnel:** The Bidder shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (B) below.

B. **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Number	Key Personnel	Educational Qualification	Length of Professional Experience
1.	Solid Waste Management Expert (Team Leader)	a) Graduate or Post Graduate degree in Environment Sciences / Environmental Planning with minimum 10 (ten) years experience as on PDD. b) The Team Leader should have executed as Independent Engineer/Project Management Consultant/Technical Consultant for preparation of Detailed Project Report, at least 3 (three) Assignments involving: I. Construction and/or Operation of a Scientific landfill(s) II. Collection & transportation of Municipal Solid Waste, III. Construction and/or Operation of a Municipal Solid Waste Processing Facility IV. Environment and Social Impact Assessment of a Municipal Solid Waste Management Facility.	10 years
2.	Environmental Engineer	a) Graduate or Post Graduate degree in Environment Sciences / Environmental Planning with minimum 10 (ten) years experience as on PDD. b) The Environmental Engineer should have executed as Independent Engineer/Project Management Consultant/ Technical Consultant for preparation of Detailed Project Report, at least 2 (two) Assignments involving: I. Construction and/or Operation of a Scientific landfill(s) II. Solid waste management, III. Collection & transportation of Municipal Solid Waste,	10 years

Number	Key Personnel	Educational Qualification	Length of Professional Experience
		IV. Construction and/or Operation of a Municipal Solid Waste Processing Facility V. Environment and Social Impact Assessment of a Municipal Solid Waste Management Facility	
3.	Civil Engineer	a) BE/ B. Tech (Civil Engineering) with minimum 5 years of experience as on PDD of I. construction project management, II. land filling, III. project supervision etc. b) Relevant Solid waste management processing facility experience preferred.	5 years
4.	Additional personnel	The Bidder may propose additional staff names for the purpose of the assignment; however the same will not be considered while determining technical qualification criteria	

C. Firm Credentials

The Bidder shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 2 (two) Eligible Assignments. For the purposes of determining eligibility for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of Independent Engineering Services/ Project Management Services/Detailed Project Report Preparation, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):

1. At least one project as an Independent Engineer / Project Management Consultant of an Integrated Solid Waste Management Project with a minimum size of 60 tons per day of Municipal Solid Waste comprising of construction and/ or operation and management of a composting facility. Further the services for this project should have been provided by the Bidder for a minimum period of 12 (twelve) months, during the 5 (five) years preceding the PDD.
2. The Second Project can involve Detailed Project Report Preparation for an Integrated Solid Waste Management project of a minimum size of 60 tons per day. Further, the Second Project should have been **completed** in the past 5 years preceding the PDD.

2.15.3 While submitting the Qualification Proposal, the Bidder shall, in particular, ensure that:

- a) All forms are submitted in the prescribed formats and signed by the authorized signatories;
- b) All Key Personnel shall be full-time employees of the bidding company;
- c) CVs of all Key Personnel have been included;

- d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.15.2 of the RFP document;
 - e) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
 - f) The CVs have been recently signed and dated by the respective Personnel and countersigned by the Authorized Signatory of the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
 - g) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
 - h) Professional Personnel proposed have good working knowledge of English language;
 - i) Key Personnel would be available for the period indicated in the TOR; and
 - j) No Key Personnel should have attained the age of 70 (seventy) years at the time of submitting the proposal.
- 2.15.4 Failure to comply with the requirements spelt out in this Clause 2.15 shall make the Proposal liable to be rejected.
- 2.15.5 If an individual Key Personnel makes a false statement regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Corporation for a period of 5 (five) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.
- 2.15.6 The Pre-Qualification and Qualification Proposal shall not include any financial information relating to the Financial Proposal.
- 2.15.7 The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the IE should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.3 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-8 of Appendix-II.
- 2.15.8 The Corporation reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Corporation to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Corporation there under.
- 2.15.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility 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 IE either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the 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 Corporation without the Corporation being liable in any manner whatsoever to the Bidder or IE, as the case may be.

In such an event, the Corporation shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Corporation for, *inter alia*, time, cost and effort of the Corporation, without prejudice to any other right or remedy that may be available to the Corporation.

2.15.10 While submitting the qualification Proposal, the Bidder shall, in particular, ensure that:

- h) Technical Capacity is depicted as per Form 4 and Form 6 of the Appendix-II of the RFP document;
 - i) Financial Capacity is depicted as per Form 1 of the Appendix-II of the RFP document;
- and

2.16 Financial Proposal

2.16.1 Bidders shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy (Form-2 of Appendix-III) in both figures and words, in Indian Rupees, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.16.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- iii. Costs (including break down of costs) shall be expressed in INR.

2.17 Submission of Proposal

2.17.1 The Bidders shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be

initialed by the Authorized Representative of the Bidder as per the terms of the RFP document. In case the Proposal is submitted on the document down loaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Corporation and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP document and the original RFP issued by the Corporation, the latter shall prevail.

2.17.2 The Proposal will be sealed in an outer envelope, which will bear the address of the Corporation, RFP Notice number, Consultancy name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Bidder. It shall bear on top, the following:

"Do not open, except in presence of the Authorized Person of the Corporation"

If the envelope is not sealed and marked as instructed above, the Corporation assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder.

2.17.3 The aforesaid outer envelope will contain three separate sealed envelopes, one clearly marked '**Prequalification Document**', second clearly marked '**Qualification Proposal**' and the third clearly marked '**Financial Proposal**'. The envelope marked "Prequalification Document" shall contain:

2.17.4 Submissions as per Clause 2.14.2; and

2.17.5 Bid security as specified in Clause 2.21.1

2.17.6 The envelope marked "Pre-Qualification Proposal" shall contain:

- i. Proposal in the prescribed format (Form-1 of Appendix-I) along with all the forms (Forms 2 to 4) of Appendix-I and supporting documents.

2.17.7 The envelope marked "Qualification Proposal" shall contain:

- i. All the forms of Appendix-II and supporting documents.

2.17.8 The envelope marked "Financial Proposal" shall contain the financial proposal in the prescribed format (Forms 1 & 2 of Appendix-III).

2.17.9 The Prequalification Document, Qualification Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Bidder. All pages of the original Prequalification Document, Qualification Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

2.17.10 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.17.11 The Proposal shall be made in the Forms specified in this RFP document. Any attachment to such Forms 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. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.17.12 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Final Report by the Corporation and discharge of all obligations of the IE under the Agreement.

2.18 Proposal Due Date

2.18.1 Proposal should be submitted at or before 1500 hrs. on the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP document. A receipt thereof should be obtained from the person specified therein.

2.18.2 The Corporation may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

2.19 Late Proposals

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

2.20 Modification/ substitution/ withdrawal of Proposals

2.20.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Corporation prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Proposal Due Date.

2.20.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.17, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.20.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Corporation, shall be disregarded.

2.21 Bid Security

2.21.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs. 1,00,000/- (Rupees One Lakh Only) in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favor of the Municipal Commissioner, Berhampur Municipal Corporation, payable at Berhampur (the "**Bid Security**"), returnable not later than 30 (thirty) days from PDD except in case of the two Bidders quoting the lowest fees as required in Clause 2.25.1. In the event that the Bidder quoting the lowest fee commences the assignment as required in Clause 2.30; the Bidder quoting the second lowest fee, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Bidder's Bid Security shall be returned, upon the Bidder submitting the Performance Security at the time signing the Agreement in accordance with the provisions thereof.

- 2.21.2 Any Bid not accompanied by the Bid Security shall be rejected by the Corporation as non-responsive.
- 2.21.3 The Corporation shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.21.4 The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Corporation 's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Corporation as the mutually agreed pre-estimated compensation and damage payable to the Corporation for, *inter alia*, the time, cost and effort of the Corporation in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If a Bidder submits a non-responsive Proposal;
 - b) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP document;
 - c) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP document and as extended by the Bidder from time to time;
 - d) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
 - e) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
 - f) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

- 2.22.1 The Corporation shall open the Proposals at 15:30 hours on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Bidders who choose to attend. The envelopes marked "Prequalification Document" shall be opened first. The envelopes marked "Qualification Proposal" and "Financial Proposal" shall be kept sealed for opening at a later date.
- 2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.20 shall not be opened.
- 2.22.3 Prior to evaluation of Proposals, the Corporation will determine whether each Proposal is responsive to the requirements of the RFP. The Corporation may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- a) the Prequalification Document is received in the form specified at Appendix-I and the requirements stipulated at Clause 2.14.2;

- b) it is accompanied by the receipt of purchase of the RFP document from the Corporation or in the event of download of the RFP document from Official Website is accompanied by a demand draft of Rs. 1000 (Rupees One Thousand Only) in favor of "Municipal Commissioner, Berhampur Municipal Corporation" payable at Berhampur towards the cost of the RFP document;
 - c) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.18;
 - d) It is accompanied by the Bid Security as specified in Clause 2.21.1.
 - e) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.17;
 - f) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
 - g) it contains all the information (complete in all respects) as requested in the RFP;
 - h) it does not contain any condition or qualification; and
 - i) It is not non-responsive in terms hereof.
- 2.22.4 The Corporation reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Corporation in respect of such Proposals.
- 2.22.5 The Corporation shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.22.6 After the evaluation Prequalification Document, the Corporation shall prepare a list of pre-qualified Bidders in terms of Clause 3.2 for opening of their Qualification Proposals. Subsequently, the Qualification Proposals of pre-qualified Bidders shall be evaluated and the Corporation shall prepare a list of short-listed Bidders in terms of Clause 3.4. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of qualified and shortlisted Bidders will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The Corporation will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation of the Proposals shall be carried out in terms of Clauses 3.5.
- 2.22.7 Bidders are advised that Selection will be entirely at the discretion of the Corporation. Bidders 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.
- 2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Corporation, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Corporation in relation to matters arising out of, or concerning the Selection Process. The Corporation 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. The Corporation 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 the Corporation.

2.24 Clarifications

2.24.1 To facilitate evaluation of Proposals, the Corporation may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Corporation for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.24.2 If a Bidder does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Corporation may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Corporation.

E. APPOINTMENT OF IE

2.25 Negotiations

2.25.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the IE under this RFP document. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.. In case the Selected Bidder fails to reconfirm its commitment, the Corporation reserves the right to designate the next Bidder as the Selected Bidder and invite it for negotiations.

2.25.2 The Corporation will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Corporation.

2.26 Substitution of Key Personnel

2.26.1 The Corporation will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the evaluation of the Bidder is based on the credentials of Key Personnel.

Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better

qualified and experienced personnel being provided to the satisfaction of the Corporation.

2.26.2 The Corporation expects all the Key Personnel to be available during implementation of the Agreement. The Corporation will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Corporation. Any substitution where the qualification is not approved by the client, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the IE. In the case of a second substitution also does not meet the criteria, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Bidder or termination of the Agreement.

2.27 Indemnity

The IE shall, subject to the provisions of the Agreement, indemnify the Corporation for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Corporation to the Selected Bidder and the Selected 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 Selected Bidder is not received by the stipulated date, the Corporation may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Corporation on account of failure of the Selected Bidder to acknowledge the LOA, and the next qualified Bidder quoting the lowest financial bid may be considered.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

2.30 Commencement of assignment

The IE shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the IE fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Corporation may invite the Bidder quoting the second lowest fee for

negotiations. In such an event, the Bid Security of the first Bidder quoting the lowest fees shall be forfeited and appropriated in accordance with the provisions of Clause 2.21.4.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Corporation or submitted by a Bidder to the Corporation shall remain or become the property of the Corporation. Bidders and the IE, as the case may be, are to treat all information as strictly confidential. The Corporation will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the IE to the Corporation in relation to the Consultancy shall be the property of the Corporation.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Prequalification Document

- 3.1.1 In the first stage, the Pre-qualification Document will be evaluated on the ability of the Bidder to meet the Conditions of Eligibility as stipulated at Clause 2.2 of the RFP document.

3.2 Pre-Qualification of Bidders

- 3.2.1 The evaluation of the Prequalification Document shall be undertaken as per the process detailed out at Clauses 2.2 and 2.22.3.
- 3.2.2 All the Proposals meeting the Conditions of Eligibility and are responsive shall be pre-qualified for the opening of their Qualification Proposals.

3.3 Evaluation of Qualification Proposals

- 3.3.1 In the second stage, the Qualification Proposal will be evaluated on the basis of Bidder's experience, its financial strength to accomplish the task, and the experience of Key Personnel. Only those Bidders whose Qualification Proposals meet the conditions of eligibility for the Qualification Proposal as per Clause 2.2.2 and Clause 2.15 shall qualify for further consideration.
- 3.3.2 Qualification Proposal: The scoring will be PASS/FAIL based on relevance of qualifications and relevance of experience for each of the Key Personnel. Qualifications of engineering support staff will not be subject to evaluation.

3.4 Short-listing of Bidders

All the Bidders who meet the aforesaid criteria shall be qualified and shortlisted for financial evaluation in the second stage.

3.5 Evaluation of Financial Proposal

- 3.5.1 In this stage, the financial evaluation will be carried out as per this Clause 3.5. All firms that have qualified as per Clause 3.3 will be considered for financial evaluation. For financial evaluation, the total cost indicated in the Financial Proposal will be considered.
- 3.5.2 The Corporation will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the IE. The lowest Financial Proposal will be invited for further negotiations.
- 3.5.3 In case the firm quoting the lowest financial cost withdraws, the firm quoting the second highest cost will be invited for negotiations.

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 Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Corporation shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder 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. In such an event, the Corporation shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Corporation for, *inter alia*, time, cost and effort of the Corporation, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- 4.2** Without prejudice to the rights of the Corporation under Clause 4.1 hereinabove and the rights and remedies which the Corporation may have under the LOA or the Agreement, if an Bidder or IE, as the case may be, is found by the Corporation 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 issue of the LOA or the execution of the Agreement, such Bidder or IE shall not be eligible to participate in any tender or RFP issued by the Corporation during a period of 2 (two) years from the date such Bidder or IE, as the case may be, is found by the Corporation to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3** For the purposes of this Section, 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 the Corporation who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the 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 Corporation, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial

or technical IE/ adviser of the Corporation 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 the Corporation 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 Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

- 5.1** No Pre-Proposal Conference of the Bidders is envisaged. Bidders are however requested to send their queries as per the schedule at Clause 1.8.
- 5.2** The Corporation shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive 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 Odisha shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2** The Corporation, 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 Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Corporation by, on behalf of and/or in relation to any Bidder; 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 Bidder.
- 6.3** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Corporation, 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.
- 6.4** All documents and other information supplied by the Corporation or submitted by an Bidder shall remain or become, as the case may be, the property of the Corporation. The Corporation will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 6.5** The Corporation reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

SCHEDULE 1: TERMS OF REFERENCE

1. Scope

- 1.1 The Terms of Reference for the IE (the "TOR") are, being specified pursuant to the Concession Agreement dated 30th August 2013 (the "Agreement"), which has been entered into between the Berhampur Municipal Corporation and UPL Environmental Engineers Limited (as representative of a consortium comprising UPL Environmental Engineers Limited and RAM Engineering and Construction Company) (the "Concessionaire") for Development of Integrated SWM project at Berhampur, Odisha (the "Project").
- 1.2 This TOR shall apply to construction, operation and maintenance of the Project. Whereas the TOR details out the scope of the IE, it is hereby clarified that the Concession Agreement shall govern the scope of the IE. In the event of any deviation in the scope of the IE in the TOR and the Concession Agreement, the scope of the IE as per the Concession Agreement shall be considered. The Detailed TOR is provided in Annex -1 - Terms of Reference of the Agreement Providing Independent Engineering Consultancy Services.

SCHEDULE 2: DRAFT AGREEMENT

(Separately attached)

SCHEDULE 3: GUIDANCE NOTE ON CONFLICT OF INTEREST

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. IEs should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of IEs should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Corporation and an IE or between IEs and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - a. Corporation and IEs:
 - i. Potential IE should not be privy to information from the Corporation which is not available to others; or
 - ii. potential IE should not have defined the project when earlier working for the Corporation; or
 - iii. Potential IE should not have recently worked for the Corporation overseeing the project.
 - b. IEs and concessionaires/contractors:
 - i. No IE should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - ii. no IE should be involved in owning or operating entities resulting from the project; or
 - iii. No IE should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Corporation who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by IEs. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Corporation. All conflicts must be declared as and when the IEs become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the IE's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls

approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by an IE coupled with provision of safeguards to the satisfaction of the Corporation.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if IEs drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when IEs advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Corporation but which will generate further work for the IEs. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for IEs to extend the length of their assignment.
8. Every project contains potential conflicts of interest. IEs should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Corporation at the earliest. Officials of the Corporation involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I

(See Clause 2.1.2)

QUALIFICATION PROPOSAL

Form-1 **Letter of**

Proposal

(On Bidder's letter head)

(Date and Reference)

To Municipal Commissioner,
Berhampur Municipal Corporation
Berhampur - 760 001

Sub: Appointment of IE for Independent Engineering services for Integrated SWM Project in Berhampur, Odisha

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as IE for Independent Engineering services for Integrated SWM Project in Berhampur, Odisha. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the IE for the aforesaid Project.
3. I/We shall make available to the Corporation any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Corporation to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:

- a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Corporation;
 - b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the 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 Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Corporation 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 Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the IE, without incurring any liability to the Bidders in accordance with Clause 2.8 of the RFP document.
 8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 9. 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.
 10. I/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.
 11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Corporation [and/ or the Government of India] in connection with the selection of IE or in connection with the Selection Process itself in respect of the above mentioned Project.
 12. The Bid Security of Rs. ***** (Rupees *****) in the form of a Demand Draft is attached, in accordance with the RFP document.
 13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
 14. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.
 15. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.

16. In the event of my/our firm being selected as the IE, I/we agree to enter into an Agreement in accordance with the format Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Corporation or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
18. The Financial Proposal is being submitted in a separate cover. This Prequalification Document read with the Qualification Proposal and the Financial Proposal shall constitute the Proposal which shall be binding on us.
19. 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.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

APPENDIX-I

Form-2 Particulars of the

Bidder

1.1	Title of Consultancy: Independent Engineering services for Integrated SWM Project in Berhampur, Odisha
1.2	Title of Project: Integrated SWM project for Berhampur
1.3	Name of the Firm:
1.4	State the following: Name of Company or Firm: Legal status: Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorized signatory of the Bidder: Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:

1.6	<p>For the Bidder, , state the following information:</p> <p>i. In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address (es) in India.</p> <p>ii. Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>iii. Has the Bidder/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>iv. Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>v. Has the Bidder suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.</p>
1.7	<p>Does the Bidder's company combine functions as an IE or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Bidder agree to limit the Bidder's role only to that of a IE/ adviser to the Corporation and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>
1.8	<p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as IE, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the IE? Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of IE/ adviser for the Corporation only? Yes/No</p> <p>(Signature, name and designation of the authorized signatory) For and on behalf of</p>

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Bidder)

Ref. Date:

To,

To Municipal Commissioner,

Berhampur Municipal Corporation

Berhampur - 760 001

Dear Sir,

Sub: RFP for IE: Independent Engineering services for Integrated SWM Project in Berhampur, Odisha

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

1Please strike out whichever is not applicable

APPENDIX-I

Form-4 Power of

Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / MS son/daughter/wife 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 "Authorized Representative") 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 and selection as the IE for Independent Engineering services for Integrated SWM Project in Berhampur, Odisha, proposed to be developed by the Berhampur (the "Corporation") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Corporation, representing us in all matters before the Corporation, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Corporation 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 till the entering into of the Agreement with the Corporation.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative 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, designation and address)

Witnesses:

1

.

2

.

Notarized Accepted

(Signature, name, designation and address of the Attorney)

Notes:

Independent Engineering services for Integrated SWM project in Berhampur, Odisha

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.

Independent Engineering services for Integrated SWM project in Berhampur, Odisha

The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor 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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX-II

Form-1

Financial Capacity of the Bidder

(Refer Clause 2.2.2(C))

S. No.	Financial Year	Annual Revenue (Rs. crore)
1.	Financial Year 2008-09	
2.	Financial Year 2009-10	
3.	Financial Year 2010-11	
4.	Financial Year 2011-12	
5.	Financial Year 2012-13	

I, on behalf of Bidder [insert company name], hereby certify that
(Name of
the Bidder) has received the payments shown above against the respective years on account of
professional fees.
Name of the Power of Attorney holder:
Seal of the firm
Date:
(Signature, name and designation of the authorized signatory)

APPENDIX-II

Form-2

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments*
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1. 2. 3. 4. 5. 6.							

Request for Proposal

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APPENDIX-II

Form-3

Auditor's certification on revenues

Certificate from the Statutory Auditor*

This is to certify that the "Bidder", had revenues of at least Rs. 2 (two) crore.

Year	Operational Revenues (Rs.)	Name of Statutory Auditor certifying the respective year's revenues
Financial Year 2008-09		
Financial Year 2009-10		
Financial Year 2010-11		
Financial Year 2011-12		
Financial Year 2012-13		

Operational Revenues include only revenues from business operations and does not include other income such as interest, miscellaneous income etc.

Statutory Auditor - Name of the statutory auditor for the respective year Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

§ In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

APPENDIX-II

Form-4

Abstract of Eligible Assignments of the Bidder#

(Refer Clauses 2.15, 3.1 and 3.3)

S. No	Name of Project	Name of Client	Size of the Project (in tons per day)
(1)	(2)	(3)	(4)
1			
2			
3			
4			

The Bidder should provide details of only those projects that have been undertaken by it under its own name.

Note: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

APPENDIX-II

Form-5

Abstract of Eligible Assignments of Key Personnel®

Name of Key Personnel: Designation:

S. No	Name of Project*	Name of Client	Type of Project (Independent Engineer/Project Management Consultant/Technical Consultant for Detailed Project Report Preparation)	Name of firm for which the Key Personnel worked while executing the mandate	Designation of the Key Personnel on the assignment	Status of Mandate (Completed/ On-going)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

@ Use separate Form for each Key Personnel.

(Refer Clause 2.15 and 3.3)

APPENDIX-II

Form-6

Eligible Assignments of Bidder

(Refer Clause 2.15, 3.1 and 3.3)

Name of Bidder:	
Name of the Project:	
Description of services performed by the Bidder	(Independent Engineer/Project Management Consultant/Technical Consultant for Detailed Project Report Preparation)
Name of client and Address:(Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Quantum of Municipal Solid Waste handled under the Project (in tons per day)	
Status of Project	(Completed / On-going) Please delete as applicable
Professional fees received for the assignment	
Whether completed in 5 (five) years preceding PDD	(Yes / No) Please delete as applicable
Start date and finish date of the services (month/ year):	Start Date (month/ year): End Date (month/ year):
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
3. Exchange rate should be taken as Rs. 60 per US \$ for conversion to Rupees.

APPENDIX-II

Form-7

Eligible Assignments of Key Personnel

(Refer Clause 2.15, 3.1 and 3.3)

Name of Key Personnel:	
Designation of Key Personnel in executing the respective Project:	
Name of the Project:	
Name of Firm where employed:	
Description of services performed by the Key Personnel	(Independent Engineer/Project Management Consultant/ Technical Consultant for preparation of Detailed Project Report) Please delete as applicable
Name of client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs. crore or US\$ million):	
Start date and finish date of the services (month/year):	Start Date (month/ year): End Date (month/ year):
Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

APPENDIX-II

Form-8

Curriculum Vitae (CV) of Key Personnel

1.	Proposed Position			
2.	Name of Firm			
3.	Name of Staff			
4.	Date of Birth		Nationality :	
5.	Education			
6.	Membership of Professional Associations			
7.	Years of Experience			
8.	Countries of Work Experience			
9.	Languages		Speak	Read
10.	Employment Record			
	From: Employer: Position Held :	TO:		
11.	Detailed Tasks Assigned	12. Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned		
		Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:		

Certification:

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

I also certify that I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

Independent Engineering services for Integrated SWM project in Berhampur, Odisha

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

Full name of staff member: _____

Full name of authorized representative: _____

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-III

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Bidder's letter head)

(Date and Reference)

To,

Municipal Commissioner, Berhampur

Municipal Corporation Berhampur -

760 001

Dear Sir,

Subject: Appointment of IE for Independent Engineering services for Integrated SWM Project in Berhampur, Odisha

I/We, (Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as IE for above.

I/We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-III

Form-2

Financial Proposal

Item No.	Description	Amount (Rs.) (Monthly)
A.	Fees and Overhead Expenses	
B.	SERVICE TAX	
D.	TOTAL (including taxes) (A+B) (in Rs.) In Indian Rupees in figures in words	

Note

1. The financial evaluation shall be based on the above Financial Proposal
2. Annual Escalation on the basis of CPI of industrial workers shall be applicable to the proposed expenses for the subsequent years of the contract.
3. If subsequently BMC decides to provide any facilities to the IE (such as office space, furniture etc.), the cost incurred towards the same by the IE shall be deducted from the above monthly fees.