



# OFFICE OF THE ROURKELA MUNICIPAL CORPORATION

UDITNAGAR, ROURKELA, ODISHA-769012

E-mail ID: rourkelamunicipality@gmail.com

**RFP No. 16092**

**Date: 20.12.2021**

**RFP for Setting up of a Biomethanation cum Electric energy generation Plant using segregated 5 TPD Municipal Waste under Rourkela Municipal Corporation on Turnkey basis**

Rourkela Municipal Corporation (RMC) invites Request for Proposal (RFP) from intending Agency/ Company/ Firm for Setting up of a Biomethanation cum Electric energy generation Plant using segregated 5 TPD Municipal Waste under Rourkela Municipal Corporation on Turn-key basis.

The RFP is to be submitted in closed covers and addressed to the Commissioner, Rourkela Municipal Corporation, Uditnagar, Rourkela, Dist.- Sundargarh (Odisha), PIN-769012 on or before **1.00PM on 20.01.2022** through Speed Post/ Regd. Post/ Courier or by Hand.

The complete RFP document can download from the RMC website ([www.rmc.nic.in](http://www.rmc.nic.in)) from **21.12.2021** onwards.

RMC reserves the right to reject any or all the RFP without assigning any reason thereof.

**Sd./-**

**Commissioner**

**Rourkela Municipal Corporation**

**Memo No. 16093**

**Date: 20.12.2021**

Copy to Notice Board of RMC for wide publicity of advertisement through office notice board and MIS, RMC for uploading of the tender document in the RMC website.

**Sd./-**

**Commissioner**

**Rourkela Municipal Corporation**

**Memo No: 16094**

**Date: 20.12.2021**

Copy to Director, I&PR Dept., Govt. of Odisha, Bhubaneswar for information and requested to publish the copy of above mentioned notice in One highly circulated Odia daily newspaper (all editions), One highly circulated English Daily newspaper (in all India Edition) and one highly circulated Hindi Daily newspaper (in all India Edition) on **21.12.21**. The font size should be 8 Points and rate should be as per I&PR.

**Sd./-**

**Commissioner**

**Rourkela Municipal Corporation**



# **Rourkela Municipal Corporation**

## **Request for Proposal**

**for**

### **Setting up of a Biomethanation cum Electric energy generation Plant using segregated 5 TPD Municipal Waste under Rourkela Municipal Corporation on Turnkey basis**

**RFP No. 16092**

**Date: 20.12.2021**

**Issue of RFP Documents: 20.12.2021**

**Last date & time for submission of the RFP: Up to 1.00 PM on 20.01.2022**

**Office of the Commissioner  
Rourkela Municipal Corporation  
Udit Nagar, Rourkela  
Dist. - Sunadrgarh (Odisha)  
Pin-769012  
Website: [www.rmc.nic.in](http://www.rmc.nic.in)  
Email Id: [rourkelamunicipality@gmail.com](mailto:rourkelamunicipality@gmail.com)**

## **SCHEDULE OF RFP PROCESS**

RMC would endeavor to adhere to the following schedule from the date of issue of notification during the Process:

<b>Events</b>	<b>Date</b>
RFP Publish date	<b>20.12.2021</b>
Last date & Time for submission of the RFP	<b>20.01.22 up to 1.00 PM</b>
Last date for receiving queries through E-mail ID only: <b>roukelamunicipality@gmail.com</b>	<b>02.01.2022</b>
Pre-Proposal Conference & Venue	<b>06.01.2022</b> At 11.30 AM at Council hall of Rourkela Municipal Corporation, Udit Nagar, Rourkela-769012
Opening of Technical Bids	<b>20.01.2022</b> At 4 PM at the Council hall of Rourkela Municipal Corporation, Udit Nagar, Rourkela – 769012
Opening of Financial Bids	To be intimated by RMC
Address for communication	<b>The Commissioner Rourkela Municipal Corporation Udit Nagar, Rourkela Dist.- Sundargarh (Odisha) Pin-769012</b>

- 1) If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.
- 2) The Schedule indicated above is tentative and RMC may change any or the entire schedule under intimation to all bidders through the website of RMC only.
- 3) Any Corrigendum / Addendum with regard to this RFP will only be published through the website of RMC, i.e. [www.rmc.nic.in](http://www.rmc.nic.in)

**Sd./-  
Commissioner  
Rourkela Municipal Corporation**

**Request for Proposal (RFP) for setting up a Biomethanation plant with electricity generation on turn-key basis for processing of 5 TPD segregated biodegradable organic municipal waste daily for Rourkela Municipal Corporation, Rourkela.**

1. Though adequate care has been taken while preparing this RFP, the Bidder shall satisfy himself/itself on receipt of the RFP document, that the RFP document is complete in all respects.
2. Rourkela Municipal Corporation may modify, amend or supplement this RFP document. Further, this RFP does not constitute a binding offer by the RMC nor does it constitute a contract. This RFP may be withdrawn or cancelled by the RMC at any time without assigning any reasons thereof. It may also be noted that the RFP and/or the Agreements and other documents issued along with this RFP may be modified/amended.
3. While this RFP has been prepared in good faith, neither RMC nor its employees or advisors/consultants make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused to the Bidder by any act or omission on their part.
4. By bidding for this RFP, the bidders and each member of a Consortium (collectively referred to as "Covenanter"), shall be deemed to have confirmed that they are satisfied with the process of evaluation of the EoI by the RMC and its decision regarding the qualification or disqualification or short listing of the Bidders. The Covenanter hereby expressly waives any and all objections or claims in respect thereof.

**Sd./-  
Commissioner  
Rourkela Municipal Corporation**

**Eligible agencies are invited to submit their Proposals** for providing end to end solution for preparation and implementation of detailed design based on site for optimum utilization of bio waste for eco-friendly generation of energy/electricity.

## **1. Background**

- 1.1. Rourkela Municipal Corporation is responsible for the Municipal Solid Waste Management of Rourkela Municipal Corporation area as per the Solid Waste Management Rule 2016. Rourkela Municipal Corporation (RMC) is determined to improve the process of Municipal Solid Waste (MSW) management in the Corporation area and in pursuit of the same has invited proposals for setting up of a Biomethanation Plant with electricity generation with the objective of developing and implementing a viable and environmentally sustainable MSW management system on Turn-key basis.
- 1.2. The objective of the bidding process is to select a Successful Bidder for supply, design, install and Operation & Maintenance of the 5 TPD Biomethanation plant as per the terms of this RFP and as per scope of work mentioned herein. The Selected Bidder shall be responsible for undertaking the design, engineering, procurement, construction, commissioning and operation of the Project as per the terms & conditions of the RFP Documents including Agreements emanating from the RFP.
- 1.3. The bidder shall prepare the Comprehensive Project Report and submit the same to demonstrate its competency in the field along with the Technical Bid. The Bidders shall not include any financial information in this proposal. This report should contain only Technical and regulatory due diligence in respect of the project proponent.**

## **2. Request for Proposal**

The Authority issues RFP document and invites sealed proposal for setting up a Biomethanation plant with electricity generation along for processing 5 TPD of segregated biodegradable organic municipal wastes daily for Rourkela Municipal Corporation on Turn-key basis. The Authority intends to select the bidder through a transparent competitive bidding process in accordance with the procedure set out herein.

## **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 Authority and the Project sites, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified herein.

#### **4. Cost of RFP Document**

The cost of this RFP document which is payable in the form of a demand draft for an amount of Rs. 11,200/- including GST (Rupees Eleven Thousand Two Hundred only) drawn from any Scheduled/ Nationalized Bank in India in favour of Commissioner, Rourkela Municipal Corporation and payable at Rourkela. The document fee which is non-refundable needs to be submitted along with the proposal.

##### **a) Validity of Proposal**

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date.

##### **b) Brief description of the Selection Process**

The Authority has adopted a Single Stage – Two Rounds selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in the RFP. Based on this technical evaluation, a list of short-listed Bidders shall be prepared and the financial bid of only qualified bidders shall be evaluated.

##### **c) Pre-proposal visit and inspection of data**

Prospective Bidders may visit the office of the Authority and the Project site and review the available documents and data at any time prior to Proposal due date. For this purpose, they will provide at least two days" notice to the Nodal Officer specified below:

Sri Sudhansu Kumar Bhoi,  
Dy. Commissioner, Rourkela Municipal Corporation  
Udit Nagar, Rourkela -769012  
Mob: 9438067801

##### **d) Pre-Proposal Conference**

Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place. The date, time and venue of Pre-Proposal Conference shall be:

**Date & Time: 11.30 AM of 06.01.2022**

**Venue: Council Hall, Rourkela Municipal Corporation, Udit Nagar, Rourkela**

During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority 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.

### **e) Communications**

All communications should be addressed to:

**The Commissioner,  
Rourkela Municipal Corporation,  
Udit Nagar, Rourkela  
Dist.- Sundargarh, Odisha  
PIN- 769012  
Email: rourkelamunicipality@gmail.com**

### **f) Submission address for Bids**

The bids should be submitted through Speed Post/ Registered Post/Courier or By Hand as per schedule to:

**The Commissioner,  
Rourkela Municipal Corporation,  
Udit Nagar, Rourkela  
Dist.- Sundargarh, Odisha  
PIN- 769012**

Envelopes should contain the following information to be marked at the top in bold letters: **"REQUEST FOR PROPOSAL FOR SETTING UP A BIOMETHANATION PLANT WITH ELECTRICITY GENERATION ON TURN-KEY BASIS FOR PROCESSING 5 TPD OF SEGREGATED BIODEGRADABLE ORGANIC MUNICIPAL WASTES DAILY FOR ROURKELA MUNICIPAL CORPORATION, ROURKELA ON TURNKEY BASIS."**

## **5. Information to bidders**

Bidders are advised that the selection of bidder shall be on the basis of an evaluation by the Authority 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 Authority's decisions are without any right of appeal whatsoever.

The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Annexure – 1 to 09 and the Financial Proposal shall be submitted in the form at Annexure – 10. Upon selection, the Bidder shall be required to enter into an Agreement with the Authority.

## **6. Number of Proposals**

No bidder shall submit more than one proposal against this RFP. Any bidder submitting more than one proposal shall be disqualified automatically.

## **7. 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 Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **8. Earnest Money Deposit / Bid Security**

- I. The proposal should be accompanied by a Bid Security/Earnest Money Deposit of Rs. 5,00,000.00 (Rupees Five lakh only). The Bid Security/EMD shall be kept valid throughout the period of 180 (one hundred and eighty) days and 45 days beyond the Proposal Validity Period including any extensions thereto and would be required to be extended further if so required by Authority. Any extension of the validity of the Bid Security/EMD as requested by Authority shall be provided within 7 (seven calendar) days prior to the expiry of the validity of the Bid Security/EMD, being extended. When an extension of the Bid Validity Period is requested, Bidders shall not be permitted to change the terms and conditions of their Bids. RMC reserves the right to reject the bid submitted by any Bidder who fails to extend the validity of the Bid Security/EMD in line with the provisions of this clause.
- II. The Bid Security/ EMD shall be in the form of a Demand Draft or Bank Guarantee issued by a Nationalized/Scheduled Bank drawn in favour of the Commissioner, Rourkela Municipal Corporation, payable at Rourkela as per the specified format herein. RMC shall not be liable to pay any interest on the Bid Security/EMD so made and the same shall be interest free.
- III. The Bid Security will be returned as promptly as possible to all the unsuccessful Bidders without any interest. The Bid Security of Selected Bidder will be returned, without any interest, upon the Selected Bidder signing the Agreement and providing the Performance Security in accordance with the provisions of the Agreement. In addition to the above, RMC will within 60 days release all Bid Securities in the event RMC decides to terminate the bidding proceedings or abandon the Project.
- IV. RMC shall reject the bid which does not include the Bid Security/ EMD as a part of Technical Bid. RMC shall reject the bid, if the bid submitted by the Bidder is declared non-responsive/ non-qualified/conditional by RMC; or if the bid is not as per the Format(s) provided in the RFP document. The entire Bid Security/EMD shall be forfeited in the following cases:
  - a) If the Bidder withdraws its bid;
  - b) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the validity period of the bid;



- c) If the Selected Bidder fails to submit the Performance Bank Guarantee(s) in favour of RMC or fails to sign the Agreement within the stipulated timeframe.
- d) If the Selected Bidder fails to meet any other pre-requisite for signing of Agreement as per the terms of this RFP

## **9. Visit to the Authority and verification of information**

Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

## **10. Acknowledgement by Bidder**

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 Authority;
- c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred herein the RFP;
- d) Satisfied itself about all matters, things and information, including matters referred to the RFP, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- 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.
- g) The Authority shall not be liable for any omission, mistake or error 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 Authority.

## **11. Right to reject any or all Proposals**

- a) Notwithstanding anything contained in this RFP, the Authority 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.
- b) Without prejudice set in the Clauses of RFP, the Authority reserves the right to reject any Proposal if:
  - ✓ at any time, a material misrepresentation is made or discovered, or
  - ✓ The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

- c) Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Authority 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 Authority, including annulment of the Selection Process.
- d) The Bid is not accompanied by documents and annexure required to be submitted in accordance with the RFP document; or
- e) Failure to comply with the requirements of this RFP document; or
- f) Any Bid that is received after the Proposal Due Date; or
- g) Any bid that is not accompanied by the requisite bid processing Fee and/or Earnest Money Deposit.

## **12. Clarifications**

- a) Bidders requiring any clarification on the RFP may send their queries to the Authority in writing through email ([tenderrmc@gmail.com](mailto:tenderrmc@gmail.com)) only, before the date mentioned in the Schedule of RFP Process given herein.
- b) The responses will be addressed during pre-proposal meeting.
- c) The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **13. Amendment of RFP**

- a) At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidders, modify the RFP document by the issuance of Addendum/ Corrigendum through the RMC website ([www.rmc.nic.in](http://www.rmc.nic.in)) only.
- b) In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal due date.

## **14. Proposal Due Date**

Proposal should be submitted on or before the proposal due date specified at Schedule of RFP process at the address specified herein in the manner and form as detailed in this RFP.

## **15. Late Proposals**

Proposals received by the Authority after the specified time and date shall not be eligible for consideration and shall be summarily rejected.

## **16. Modification/ Substitution/ withdrawal of Proposal**

The Bidders are not allowed for any modification, substitution, or withdrawal of its Proposal after submission.

## **17. Performance Security**

The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- ✓ If the bidder engages in any of the Prohibited Practices specified in this RFP;
- ✓ If the Bidder is found to have a Conflict of Interest as specified herein; and
- ✓ If the selected Bidder commits a breach of the Agreement.

## **18. 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 Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority 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 to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **19. Clarifications**

- a) To facilitate evaluation of Proposals, the Authority 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 Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be through email only.
- b) If the Bidder does not provide clarifications within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority 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 Authority.

## **20. Indemnity**

The successful Bidder shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not less than 3 (three) times the value of the Agreement, for any direct or indirect loss or damage that is caused due to any deficiency in Services.

## **21. Letter of Award**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority 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 Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest quoted Bidder may be considered with negotiation of L1 price.

## **22. Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period as agreed between the Authority and Selected Bidder. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

## **23. Commencement of Assignment**

The Selected Bidder shall commence the Assignment within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Successful Bidder fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

## **24. Fraud and corrupt practices**

- a) 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 Authority 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 Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

- b) Without prejudice to the rights of the Authority and the rights and remedies which the Authority may have under the LOA or the Agreement, if the Bidder or Successful Bidder, as the case may be, is found by the Authority 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 Successful Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Successful Bidder, as the case may be, is found by the Authority 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.
- c) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- “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 Authority 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 Authority, 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 consultant/ adviser of the Authority in relation to any matter concerning the Project;
- d) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- e) “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;
- f) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority 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.

## **25. Non-Discriminatory and Transparent Bidding Proceedings**

RMC shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. RMC shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.

## **26. Miscellaneous**

- a) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Rourkela shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Selection Process.
- b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - ✓ 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;
  - ✓ consult with any Bidder in order to receive clarification or further information;
  - ✓ retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
  - ✓ 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.
- c) It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, 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.
- d) Unless otherwise specified, the RFP Document shall mean the complete set of documents along with all Annexure and subsequent Addendum/Corrigendum, if any.
- e) Authority reserves the rights to accept/ reject any or all Bids without assigning any reason thereof.
- f) Further, the hard copy of the complete proposal must be submitted with all pages numbered serially, along with an index of submissions,

Bid Processing Fee and Bid Security/EMD. **The Bid Processing Fee & Bid Security/ EMD shall be submitted in the envelope containing the Technical Bid.** The Bidders are required to submit all details only as enumerated in the tender. In the event of any of the instructions mentioned herein not being adhered to, the Authority shall have the right to reject the Bid at any stage.

- g) All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become, as the case may be, the property of the Authority.
- h) The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- i) The bidder is expected to estimate the Geo-Technical characteristics of the site, acquaint themselves of the clearances required for installation from State/Central Pollution Control Boards and other State or Central Departments, the local conditions and is free to carry out further investigations as may suit him for the purpose of understanding the Project and submitting Bid.
- j) The Selected Bidder would ensure compliance of all the applicable laws, rules, legislations and guidelines required to be met for the Project. Any default to the compliance requirements would be default on part of the Selected Bidder and could lead to termination of the agreement.
- k) The confirmation and cross checking of the details provided shall be sole responsibility of the Bidders and the Authority and/or any of its officers/representatives shall not be held responsible for the same in any manner whatsoever.

## **27. Broad Scope of Work**

- A. **Name of the Work:** Setting-up of a Biogas Based Captive Power Plant (BCPP) and Operations and Maintenance of five Years, using 5 TPD of biodegradable market and municipal solid waste on turn-key basis.
- B. **Brief Description of Work:** Rourkela Municipal Corporation (RMC) intends to set up a Biogas Based Captive Power Plant (BCPP) at Rourkela, Odisha. The proposed Biogas based Captive Power Plant is expected to be set up with a 5 TPD (Tonnes per Day) feed capacity including the components of Biogas Digester and Auxiliaries. The generated Biogas is planned to be converted into electric power and evacuated into the public power grid. The BCPP is expected to be set up at Sector-14, Rourkela or Balughat, Rourkela. The agency will responsible for setting up the plant, its operations and maintenance for a period of five years.

C. **Project Objective:** The prime objective of the project is to achieve clean and green Rourkela under Swatch Bharat Mission and Swatch Odisha and Sustha Odisha initiative.

- ✓ To provide decentralized, in situ waste handling solutions for handling Municipal solid waste (MSW).
- ✓ Generation of green energy from the MSW using waste handling solutions.
- ✓ Generation of Revenue for RMC by selling the power and manure generated by the plant.

**D. Scope of Work:**

**Tasks during Construction Period (4 months)**

- ❖ Provide anaerobic technology for treatment, with least rejects post treatment adhering to disposal standards.
- ❖ Set up necessary infrastructure including plant, building, machinery and other necessary utilities as required.
- ❖ The facility shall be set up at the land provided by the ULB.
- ❖ The Agency should obtain necessary statutory clearances/permissions.
- ❖ The technology suggested/offered shall follow all applicable standards as per prevailing regulations of pollution control and solid waste management rules in force.
- ❖ The responsibility of the contractor ends with connecting the generated power up to the grid using Net metering.
- ❖ The contractor is responsible for coordinating with RMC and TPWODL (TP Western Odisha Distribution Limited) for utilization of produced power and net-metering to the grid and also PPA (Power Purchasing Agreement).
- ❖ The Technology suggested/offered shall follow all applicable standards as per prevailing regulations of CPCB, SPCB and draft MSW Rules 2016.
- ❖ The Agency should set up necessary infrastructures including plant, building, machinery and other necessary utilities as required. There should be a weighing machine consisting of a pot for collection of the waste and weighing of the waste.
- ❖ There should be a segregation unit in the area allocated for segregation and the Agency will be responsible for segregating the waste as per input quality.
- ❖ The work shall have to be executed in accordance with the drawings (prepared by Contractor) and approved by the competent authority of RMC and shall have to meet high standards of workmanship, safety and security.

**Tasks Post Construction Period (60 months)**

- ❖ Operate and maintain the process, plant and machinery for the entire contract period as per agreed terms and conditions.
- ❖ The Contractor should endeavour & ensure running of the system for 365 days during which the segregation of Municipal Solid Waste (MSW) shall not be stopped for the reasons other than mentioned below:



- Power shutdown by TPWODL
- Any Electrical breakdown.
- Due to any other reasons specified by the ULB
- ❖ Even in the cases mentioned above, the restoration of the system should be done with least interruption.
- ❖ The rates offered by the contractors should include the minor and major repairs, attended for regular maintenance.
- ❖ Construction and manufacturing defects during defect liability period shall be attended by the contractor at his own cost.
- ❖ The rate offered by the Contractor should be inclusive of all charges, the cost of materials required for rectification of breakdowns.
- ❖ Tools and tackles required for operation and maintenance should be provided by the contractor.
- ❖ Maintenance of records (as per the input and output logs observed by the contractor) and printing of stationary will be the sole responsibility of the contractor. The records should be maintained as per the approved formats.
- ❖ The operation and maintenance contract covered by this agreement shall be for 60 months.
- ❖ The Operation and Maintenance contract is extendable for further period as per site requirement with mutual consent of both parties.

**The job of operation and maintenance shall include the following in each shift:**

- ❖ Reading and recording various meters and gauges including adjusting and operating controls and filling/writing daily log sheet of the installation as per directions of Engineer-in-charge.
- ❖ Receiving/handling/accounting of any consumable stores issued by the Engineer.
- ❖ Use of any tools or plants for operation and maintenance of the installation and up-keeping all such tools and plants, equipment, stores and other items of inventory in safe custody and be readily accessible in times of necessity.
- ❖ Issue necessary operating instructions to operators of different installations.
- ❖ Tightening of foundation bolts, checking of oil, lubricating, greasing, preventing leakage, cleaning the equipment every day whenever required.
- ❖ The installations shall be manned and operated on all the 365 - days and 7 - days of the week irrespective of holidays and Sundays and 24-hours a day.
- ❖ All stoppages shall be repaired expeditiously.
- ❖ Daily charts of the personnel are to be displayed in the premises. The officials of RMC can inspect the attendance on the basis daily charts.
- ❖ The contractors are expected to employ reserve operators in performance of contract consequent to labour regulations/statute on working of personnel on National Holidays etc., and also on any day when operator(s) is/are absent from duty.
- ❖ All payments for manning operations shall be made on the basis of approved duty charts but limited to actual performance as entered in log sheets. (The EPF, Insurance contribution, service tax etc., will be

- reimbursed). The Contractor is responsible for the payment of statutory levies & other charges and to maintain the record thereof.
- ❖ The cost of repairs / modifications necessary due to negligence of operator shall be borne by the Contractor. If the contractor fails to repair within the period given to him the same will be got repaired through other agency at the risk and cost of the contractor.
  - ❖ The operating personnel shall be qualified and experienced in the trade for which he is employed. The contractor shall employ skilled workmen holding proper license under IE Act / Rules. This provision shall be complied with even if the contractor is a registered electrical contractor. The contractor shall be responsible for complying with the applicable provisions of IE Act rules.
  - ❖ The contractor shall produce certificates of qualifications and experience to the satisfaction of the Authority.
  - ❖ The operating personnel shall have thorough knowledge of safety precautions during emergency cases and also be conversant with the IE Act/ Rules and Indian Factory Act/Rules and other rules & regulations in force.
  - ❖ The contractor shall provide a Notice Board on which the precautions to be taken by operation and maintenance staff have to be exhibited.

**E. Project Requirements:**

- a) The plant should be able to process the Municipal Solid Waste delivered at the doorstep and other bio waste like dung (cow & buffalo), vegetable, fruit, flower, etc.
- b) Paper waste, plastic materials, etc. shall not be processed in this system. Though adequate care will be taken by RMC to provide segregated biodegradable waste for the biomethanation but if there are any paper wastes, plastic materials in segregated waste supplied, need to be segregated from the waste to be processed.
- c) There should be proper storage facility for residual waste which can be used as manure. Plant should not generate any flow able slurry; it should generate only the slurry which is solid in nature. Moisture content of the solid slurry should not exceed the normal levels.
- d) If plant generate any flow able slurry with solid content 1% to 2% due to the feed materials used, can be drain out in nearby drain or STP.
- e) Leachate Treatment should not be the part of the proposal. Leachate can be treated in the biomethanation plant or can be drain out in nearby STP.
- f) Gas piping should be of industrial standards with maintenance free components.
- g) Plant should be hygienic and should be designed aesthetically by utilizing optimum carpet area above the ground.
- h) Bidder must ensure there should be an easy to read dashboard for RMC officials highlighting key parameters like feed input, productivity, pressure, and temperature etc. of the system.
- i) During the O& M period, bidder should provide operation and maintenance training at least for two persons of RMC.
- j) Bidder must mention about the requirement of land, water, electricity etc. and other requirement if any, for the plant.
- k) Bidder must ensure the disposal of the manure by adopting proper and environment friendly disposal procedure complying with Municipal Solid Waste (Management and Handling) Rules, 2016 or Rules prevalent at the time.

### Broad Project Requirements

Item Description	Season	Quantity
Biogas Plant Capacity to treat Biodegradable organic waste from markets and the residential colonies located in the neighborhood.	Throughout the year (12 months)	5 TPD of feed stock
Biogas Generation	Throughout the year (12 months)	Minimum Productivity: 430 to 450 m <sup>3</sup> per day
Equivalent Electricity Generated	Throughout the year (12 months)	Minimum Productivity: 400 KW per day (40 KW/h for continuous 10 hours operation)
Organic Manure as a residual by-product	Throughout the year (12 months)	Minimum Productivity: 800 Kg/day (After drying / separating solid & liquid)

#### 28. Criteria for selection:

- a) Bidder should have either own design for Biomethanation/ biogas plant recognized by central /state government or should be authorized executor of government agency or of reputed designers like Bhaba Atomic Research Centre or The Energy Resources Institute or any other agency approved by a central/state authority in regard to safety and quality.
- b) Bidder should have sufficient experience of handling time bound works of similar job nature preferably at ULB/PSU/ reputed institute with large campuses.
- c) Bidder should have experience of setting up of a least one projects of 20 tons per day capacity bio-methanation plant with power generation based on biodegradable market waste, municipal solid waste and animal dung **or** should have completed and successfully running two similar projects of 10 tpd each **or** should have completed and successfully running four similar four projects of 5 tpd each.
- d) Average annual turnover of Bidder in last three completed financial years should not be less than 7 cr. (FY 2018-19, FY 2019-20, FY 2020-21)
- e) In case of Joint Venture the bidders must have an average turnover of Rs 10 cr in last three completed financial years (FY 2018-19, FY 2019-20, FY 2020-21)
- f) Organizational personnel to be mobilized at Rourkela Municipal Corporation site with details of site in charge & other technical staff and their experience are to be furnished along with technical bid.
- g) The bidder has to give declaration in their offer to ensure compulsory use of all necessary Personal Protective Equipments like Boiler suit; safety shoe etc. by all of his workmen, otherwise, the offer shall not be considered for the job.
- h) The bidder should also submit the process diagram.
- i) Bidder should ensure that the system should be scalable to include another 5 TPD System.
- j) Temperature stabilizing feature should be included in the digester to maintain the temperature fluctuation all throughout the year.

## 29. Special conditions of contract:

- a) The contractor has to abide by all fire and safety rules as per local laws. The Contractor shall strictly follow the existing work permits and fire permit systems.
- b) Contractor is to submit a time schedule before commencement of the job. The job is to be accomplished based on the mutually agreed time schedule.
- c) The contractor shall provide adequate supervision for the work, which shall not be less than a qualified experienced engineer. They must be well conversant with the work and safety requirements.
- d) The contractor shall ensure presence of at least one site in charge/supervisor in the area all the time for better control.
- e) List of skilled technicians, helpers, supervisors and documentary evidence of their qualification, experience, valid certificate etc. to be submitted to RMC before 1(one) week of starting of work.
- f) The contractor shall deploy adequate resources, tools and tackles etc. so as to suit the smooth functioning of works and shall submit the list of the equipments he/she proposes to deploy with standardization.
- g) RMC will not make any extra payment for mobilization & demobilization of resources necessary for the job.
- h) Contractor is to bear the cost of to & fro travelling, local conveyance, lodging & boarding by their engineers, professionals and experts necessary for the job.
- i) Dumping of waste is not allowed.

**30. Payment:** RMC will pay the Installation and O&M for the plant as per the below Schedule of Payment as per the contract value finalized and subsequent contract agreement with the successful bidder

**A.** During Project Construction Period (CAPEX) 60% of the contract cost as per the following

Sl. No	Payment stages and milestones	Payment in % of Project Cost /CAPEX
1	Site Clearance and Excavation for Digester	15%
2	After 6 feet digester work	15%
3	After supply of all mechanical equipments at site including completion of civil work	30%
4	After successful installation and commissioning of plant and successful running of plant for two weeks	35%
5	Successful completion of contract.	5%

**B.** During Operation and Maintenance Period (OPEX) : The O & M cost (40% of the Contract Value) will be paid to the successful bidder on monthly basis @ Equal monthly installments in next five years for proper O&M of the plant. (Total O & M cost / 60).

Note: Contract Value (Contract Value including Installation, Commissioning and O& M of Plant for 5 years)

- **Contract Value is inclusive of all applicable taxes including of GST if any.**
- **The payment will be made to the bidder are subject to deduction of tax as per the Government Rule from time to time.**
- **The fee is inclusive of the anticipated inflationary increase over the duration of the contract and hence will not be reviewed further.**

### **31. Penalty:**

- ✓ If the contractor does not comply with the instructions of the Municipal Commissioner/Committee or the project in charge with regards to the replacement/ replenishment of the spares parts/ any major equipment parts for the required performance of the existing equipment/ machinery, then the Municipal Body shall be at a liberty to undertake the same on its own or through its Appointee and recover the amount so incurred along with overheads of UMC of the project facility, from the contractor from its future amounts due under this Agreement. The decision of the Commissioner/Committee in this regard would be final and binding on the Contractor.
- ✓ If the Agency does not carry out segregation and disposal work any day without any specific and valid reason then a penalty of Rs. 500/- per day per ton.
- ✓ Not deploying adequate man power a penalty of Rs. 500/- day for per person will be imposed.
- ✓ Unavailability of medical and police verification, identity card, safety items hand gloves, nose mask, face mask and gum boots, etc. of Rs. 500/- per instance will be imposed.
- ✓ In the event of failure of bio-methanation/bio-manure production without specific & valid reason a penalty of Rs. 1000/- per day per ton will be imposed.
- ✓ If any misbehavior/indiscipline role by staff will come into notice a penalty of Rs. 500/- per instance will be imposed.
- ✓ 5% of the total monthly O&M amount, for every 10% drop in the output.

### **32. Termination:**

- I. Upon Contractor's event of Default in execution of the project during the contract period, the RMC shall without any prejudice to its other rights in respect thereof under this agreement, be entitled to terminate this Agreement. The termination will be processed through the Termination notice and it shall be as laid down below.
- II. If the RMC decides to terminate this Agreement, as above then a Parliamentary Notice of Termination shall be issued to the Agency by the RMC citing the events underlying such notice. Within 30

days of receipt of such notice from the RMC if the Agency does not submit an action plan indicating the steps to be taken by the Agency to rectify the underlying events of Defaults, then the RMC shall be entitled to terminate this agreement by issuing a Termination Notice and appropriate the Performance guarantee and Security Deposit, if subsisting.

- III. If the Action plan is submitted within 30 days by the Agency, then the Agency shall have a further period of 45 days to cure the underlying Events of default. If however the Agency is unable to cure the underlying Events of default within the said period of 45 days, then the RMC shall be entitled to terminate this agreement by issuing a termination notice and appropriate the Performance guarantee and Security Deposit, if subsisting.
- IV. The Termination date shall not be earlier than 60 days from the date of Termination Notice.

### **33. Other Conditions:**

**Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

**Transfer and Sub-letting:** The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

**Patents and other Industrial Property Rights:** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The bidder shall indemnify the authority against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Bidder shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

**Performance Guarantee:** The bidder will be required to furnish a Performance Guarantee by way of bank guarantee through a Nationalized/Scheduled Bank in India for a sum equal to 5% of the contract value within 20 days of receipt of LoI. Performance Bank Guarantee should be kept valid up to 90 days beyond the date of warranty.

**Advance Payments:** No advance payment(s) will be made.

**34. Specification:** The successful bidder will submit either own design for Biomethanation/ biogas plant recognized by central /state government or should be authorized executor of government agency or of reputed designers like Bhaba Atomic Research Centre or The Energy Resources Institute or any other agency approved by a central/state authority in regard to safety and quality along with the technical bid.

The Agency should guarantees to meet the specifications as per designed proposal submitted and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Authority. All technical literature and drawings shall be amended by the bidder before execution to the Authority. The Bidder, in consultation with the Authority, may carry out technical up gradation/ alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings, repair and maintenance techniques along with necessary tools as a result of up gradation/ alterations will be provided to the authority free of cost within 60 days of affecting such up-gradation/alterations.

**35. Quality Assurance:** Bidder would provide the Standard Acceptance Test Procedure (ATP) within 01 month of the date of contract. Authority reserves the right to modify the ATP. Bidder would be required to provide all test facilities at his premises for acceptance and inspection by Authority. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

**Inspection agency:** Item should meet ISO/ISI standard specification. Inspection will be carried out by Rourkela Municipal Corporation or it's authorized agency.

**Inspection Authority:** The Inspection will be carried out by an Officer / Agency / Institution detailed by the Commissioner, Rourkela Municipal Corporation. The mode of Inspection will be User Inspection. The items will be subjected to detailed Acceptance Testing Procedure (ATP) to test individual components and successful integration of all components. The vendor and the user will work out the details of the procedure jointly. The specifications of the equipment should be in conformity with the details provided by the vendor and as per the given specifications. The user would issue an Acceptance Certificate on successful completion of acceptance testing after delivery.

**36. Franking clause:** The following Franking clause will form part of the contract placed on successful bidder.

a) **Franking Clause in the case of Acceptance of Goods** - "The fact

that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the authority under the terms and conditions of the contract”.

- b) **Franking Clause in the case of Rejection of Goods** - “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Authority in any manner. The goods are being rejected without prejudice to the rights of the authority under the terms and conditions of the contract.”

**37. Warranty:** The following Warranty will form part of the contract placed on successful bidder.

- a) The bidder warrants that the goods supplied under the contract conform to technical specifications accorded by the Authority of RMC and shall perform according to the said technical specifications.
- b) The Bidder commits for a period of 5 years from the date of acceptance of stores by joint receipt inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

**38.** If within the period of warranty, the goods are reported by the authority to have failed to perform as per the specifications, the bidder shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the bidder, provided that the goods are used and maintained by the authority as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs or defect liability period shall be provided free of cost by the bidder. The bidder also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the authority and the bidder.

### **39. Scope not exhaustive**

The Scope of Services specified in the Clause above are not exhaustive and the Successful Bidder shall undertake such other tasks as may be necessary to appraise the project feasibility technically and financially.



#### **40. Bidders' Responsibilities**

- a) Each Bidder is expected to examine carefully the contents of all the documents provided and consisting of this RFP Document. Failures to comply with the requirements of this RFP document will be at the Bidders' own risk.
- b) It would be deemed that prior to the submission of the Proposal, the Bidder has:
  - ✓ Made a complete and careful examination of requirements and other information set forth in this RFP document;
  - ✓ Received all such relevant information as it has requested from Authority; and
  - ✓ Made a complete and careful examination of the various aspects of the Project including but not limited to:
    - The Project site;
    - Existing facilities and structures;
    - The conditions of the access roads and utilities in the vicinity of the Site
    - Conditions affecting transportation, access, disposal, handling and storage of the materials;
    - Clearances obtained by Authority for implementation of the Project; and
    - All other matters that might affect the Bidder's performance under the terms of this RFP.

The Authority shall not be liable for any inadvertent mistake or error or neglect by the Bidder in respect of the above.

#### **41. Bidding Process**

For selecting the Preferred Bidder to undertake the above Project, RMC has adopted a Single Stage – Two Round System. The first round comprises of the evaluation of the Technical Bid and second round comprise of the evaluation of the Financial Bid. The Bidders would be required to furnish the information specified in the RFP document. Only those Bidders who will qualify the Technical Bid Round will be considered for the Second Round, i.e. the Financial Bid of only those bidders will be opened who have qualified in the Technical Bid Round.

All the Bidders are required to submit duly filled RFP documents (Technical and Financial Bid) in accordance with the guidelines set forth in this RFP Document. In order to enable the Bidders to prepare Bid in a consistent manner and to minimize misunderstandings regarding how Bidders' Proposals will be interpreted by RMC, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in the document. The evaluation of Technical Bid (Envelope 1) shall be carried out in accordance with the terms and conditions provided in this RFP document.

The Evaluation of the Financial Bid (Envelope 2) would be carried out on the

basis of the evaluation of the Technical Bid (Envelope 1) as per the criteria mentioned in the RFP document. There will a minimum qualifying score for the Technical Bid as per criteria specified in the RFP document. Based on score of Technical Bid, the Financial Bid (Envelope 2) of only those Bidders would be opened who "Qualify" the Technical criteria.

## **42. PREPARATION AND SUBMISSION OF PROPOSAL**

### **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 all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **Format and signing of Proposal-**

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

The Bidder shall prepare one hard copy of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP).

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

- ✓ by the proprietor, in case of a proprietary firm; or
- ✓ by a partner, in case of a partnership firm and/or a limited liability partnership; or
- ✓ by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;
- ✓ by the authorized representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified herein shall accompany the Proposal (if required).

Bidders should note the Proposal due date as specified above, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal due date. 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.

## **Preparation of Proposal**

- a) The Bidder would provide all the information as per the Bidding document. RMC reserves the right to evaluate only those bids that are received in the required format complete in all respects and in line with the instructions contained herein.
- b) The currency for the purpose of the Bid shall be Indian Rupees.
- c) The Proposal should be submitted in 2 (Two) separate envelopes and put together in 1 (one) single outer envelope and each envelope should be addressed to the Commissioner, Rourkela Municipal Corporation, Udit Nagar, Rourkela, Dist.- Sundargarh (Odisha) – 769012 and should bear the name of the project. The contents of both the envelopes is explicitly mentioned below:

### **Envelope 1: Technical Bid shall consist of the following:**

- i. Comprehensive Project Report including technical note on the Project aspects covering the detailed drawing, specification, model etc.
- ii. Bid Processing Fee Demand Draft (Non refundable)
- iii. Earnest Money Deposit – Demand Draft (Refundable)
- iv. Technical Bid Submission Forms (Annexure-1 to 9)
- v. RFP document and its Annexure and Addenda/Corrigenda, each page duly stamped and signed by the authorized signatory.

### **Envelope 2: Financial Bid shall consist of the following:**

Envelope 2 should contain only the duly filled in Financial Bid of the Bidders as per the format specified herein Annexure 10. No condition, other than specified shall be attached with the financial bid. It will be opened in the presence of representative of Technically Qualified Bidders, who wish to be present.

## **Sealing and Marking of Proposal**

The Bidder shall seal each of the envelopes duly marking each envelope as "TECHNICAL BID" AND "FINANCIAL BID" respectively.

The Bidder shall put the 2 (two) separate envelopes containing the Technical Bid and Financial Bid respectively in a single outer envelope and seal the outer envelope. The outer envelopes shall clearly bear the following identification.

**"REQUEST FOR PROPOSAL FOR SETTING UP A BIOMETHANATION PLANT WITH ELECTRICITY GENERATION ON TURNKEY BASIS FOR PROCESSING 5 TPD OF SEGREGATED BIODEGRADABLE ORGANIC MUNICIPAL WASTES DAILY FOR ROURKELA MUNICIPAL CORPORATION, ROURKELA ON TURNKEY BASIS"**

Each of the envelopes shall indicate the complete name, address, telephone/ mobile number and E-mail of the Bidder.

Bid submitted by a Bidder, where such Bidder is a consortium should comply with the following additional requirements:

- ✓ Maximum number of members in a consortium would be limited to 3 (three);

- ✓ Wherever required, the bid should contain the information required for each member of the Consortium;
- ✓ The Bid should include a description of the roles and responsibilities of individual members of the Consortium;
- ✓ Members of the consortium shall nominate one member as the Lead Member in line with terms of the RFP document.

The Proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the consortium.

#### **43. Evaluation Process**

The Financial Proposals received by the Authority will remain sealed and unopened in possession until the Technical Proposal has been tested for their responsiveness to RFP and result of Technical Evaluation is complete.

The Authority would open the Technical Proposal on the date mentioned against the Date for Submission of Proposals in the Schedule of Bidding Process or on the extended Date for Submission of Proposals. Financial Proposals shall not be opened at this stage.

The cost proposed by the bidder for the component will be considered to be final for all the ensuing calculations. If there is any cost over-run whatsoever, over and above the proposed cost of the bidder, then the bidder shall have to bear the same.

The following information will be announced at the Proposal Opening and recorded:

- ✓ Bidder's names,
- ✓ Names of Consortium Members

The Authority would subsequently examine responsiveness of Proposals in accordance with the criteria set out herein.

After the Proposal Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed except as underlined in this RFP.

#### **44. Proposal Evaluation**

The Project will be awarded to the Bidder, who submits a responsive Bid, meets the minimum technical criteria for undertaking the Project and offers to enter into an Operation Agreement on the best financial terms.

The Technical Proposals will undergo evaluation as per the criteria and process specified in RFP and would be assigned a score. The bidders whose technical proposal meets the minimum threshold score shall be considered for financial evaluation. The Authority reserve the right to reject the Proposals, which do not meet the technical parameters stipulated in the RFP.

The financial evaluation will be carried out as per this clause.

For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.

#### **45. Final Evaluation**

Proposals will finally be ranked according to their financial quote. The proposal with lowest cost will be placed in the highest rank.

The Selected Applicant shall be the Applicant having the highest score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified herein, as the case may be.

#### **46. Test of responsiveness**

The Technical Bids submitted by Bidders/ Bidding Consortium shall be initially scrutinized to establish "Responsiveness". Any of the following conditions may cause the Bid to be considered "Nonresponsive", at the sole discretion of the Authority:

- i. Bid not meeting any of the conditions mentioned in RFP; or
- ii. Bid not accompanied by a valid EMD; or
- iii. Bid not accompanied by a Bid Processing Fees, which shall be non-refundable. This amount shall be payable by a crossed demand draft drawn in favour of Commissioner, Rourkela Municipal Corporation payable at Rourkela;
- iv. Bid not signed by authorized signatory in the manner and to the extent indicated in this RFP and non-submission of Power of Attorney; or
- v. Bid validity being less than that required in this RFP; or
- vi. Bid not containing all the Annexure given as part of the Technical bid; or
- vii. Bid being conditional
- viii. Any request for change in composition of a Consortium or change from Bidding Company to Bidding Consortium or Change in Ownership has not been permitted by the Authority
- ix. Bids having Conflict of Interest
- x. A Proposal that is substantially responsive is one that confirms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
  - xi. Which affects in any substantial way the scope, quality, or performance of the Project, or
  - xii. Which limits in any substantial way, inconsistent with the RFP, rights of the Authority or the obligations of the Bidder.
- xiii. Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

#### **47. GUIDELINES FOR EVALUATING TECHNICAL & FINANCIAL PROPOSALS**

##### **Evaluation of Technical Proposal**

The Bidder (sole or consortium) shall submit their technical proposal clearly mentioning the following:

- Bidder's understanding of the project concept
- Detailed specifications of equipment to be used for this Project.
- Bidders experience in implementing Biomethanation/Biogas projects and success stories.
- Bidders experience in implementing MSW sector Projects
- Proposed approach, methodology for implementing the proposed project
- Schedule for implementation of the proposed project

The bidders will be evaluated against a total score of 100 by the evaluation committee. The distribution of score will be as follows:

<b>Criteria</b>	<b>Marks</b>
Experience of setting up of a least one projects of 20 tons per day capacity bio-methanation plant with power generation based on biodegradable market waste, municipal solid waste and animal dung <b>or</b> should have completed and successfully running two similar projects of 10 tpd each <b>or</b> should have completed and successfully running four similar four projects of 5 tpd each.	40
Average annual turnover in last three financial years should not be less than 7 cr. for Individual Bidders Or / For Joint Venture the bidders must have an average turnover of Rs 10 cr in last three financial years	20
Evaluation of Model, Specification, Process diagram including Timeline for Implementation of the Project as per the Project concept	30
Recognition for the firm and technology by Govt. agencies and other big corporate clients	10
<b>Total</b>	<b>100</b>

Any Applicant who achieves a score of 70 and above against the total marks of 100 will be deemed to be qualified for the technical capability criteria (based on submissions as per guidelines in RFP) and are eligible for financial opening of the bids.

#### **Evaluation of Financial Proposal:**

The financial proposals of all the Technical qualified bidders will be opened on the date and time mentioned by the Authority. The financial Proposal shall essentially consist of figures for the project, as per format at provided in the financial proposal Annexure-10. The financial proposal will be evaluated as per Least Cost Selection (LCS) method.

**ANNEXURE - 1**  
**FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION**  
**(On the Letterhead of the Bidder or Lead Member in case of a Consortium)**

Date:

To

**The Commissioner**  
**Rourkela Municipal Corporation**  
**Udit Nagar, Rourkela-769012**

Sub: "Request for Proposal for setting up a Biomethanation plant with electricity generation on Turn-key basis for processing 5 TPD of segregated biodegradable organic Municipal Wastes daily for Rourkela Municipal Corporation, Rourkela"

Dear Sir,

Being duly authorized to represent and act on behalf of Lead Member (in case of consortium)/Sole Applicant. I, the undersigned, having reviewed and fully understood all of the Proposal requirements and information provided hereby submit the Proposal for the Project referred above.

I am enclosing the Proposal, with the details as per the requirements of this RFP, for your evaluation. The Proposal, including the Bid Security shall be valid for a period of Six (6) Months from the Proposal Due Date and the Bid Security shall be valid up to 45 days beyond the proposal validity period

Dated this .....Day of .....2022

Name of the Lead Member/Person

Signature of the Authorized Person

.....

Name of the Authorized Person

.....

Designation of the Authorized Person

**ANNEXURE – 2 (A)**  
**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**  
**(On Non – judicial stamp paper of Rs. 100/- duly attested by a**  
**Notary Public)**

**POWER OF ATTORNEY**

Know all men by these presents, we (name and address of the registered office of the Sole Applicant/ Lead Member/ Member) do hereby constitute, appoint and authorize Mr. / Ms. \_\_\_\_\_  
R/o (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, and (please state the name and address of the members of the consortium) for setting up a Biomethanation plant with electricity generation on Turn-key basis for processing 5 TPD of segregated biodegradable organic Municipal Wastes daily for Rourkela Municipal Corporation, Rourkela (the "Project") for a period of 05 years including 5 years of Defect liability period, including signing and submission of all documents and providing information / responses to Rourkela Municipal Corporation representing us in all matters in connection with our bid for the said Project.

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

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

**Notes:**

- \* To be executed by the Sole Applicant or all members including the Lead Member in case of a Consortium.
- \* The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- \* Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).



**ANNEXURE – 2 (B)**

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

**(On Non – judicial stamp paper of Rs 100 duly attested by notary public)**

**POWER OF ATTORNEY**

Whereas the Rourkela Municipal Corporation has invited proposals from the bidders following RFP for setting up a Biomethanation plant with electricity generation on Turnkey basis for processing 5 TPD of segregated biodegradable organic Municipal Wastes daily for Rourkela Municipal Corporation, Rourkela (the "Project") for a period of 05 years including 5 years of Defect liability period.

Whereas, M/s ....., M/s .....

M/s ....., M/s .....

(the respective names of the members along with address of their registered offices) have formed a Consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Agreement and other connected documents in respect of the Project, and

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

**NOW THIS POWER OF ATTORNEY WITNESSETH THAT:**

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

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney.

Dated this day of 2022. Executants(s)]

(To be executed by all the members in the Consortium and accepted by the Lead Member)

**Note:**

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

**ANNEXURE – 3**

**FORMATS FOR JOINT DEED AGREEMENTS**

**(On Non – judicial stamp paper of Rs 100 duly attested by notary public)**

FORM OF JOINT DEED AGREEMENT BETWEEN

M/s....., M/s.....,AND M/s.....

FOR SETTING UP A BIOMETHANATION PLANT WITH ELECTRICITY GENERATION ON TURNKEY BASIS FOR PROCESSING 5 TPD OF SEGREGATED BIODEGRADABLE ORGANIC MUNICIPAL WASTES DAILY FOR ROURKELA MUNICIPAL CORPORATION, ROURKELA (THE "PROJECT")

THIS Joint Deed Agreement executed on this ..... day of .....2022 between M/s. ....a company incorporated under the laws of ..... and having its Registered Office at..... (hereinafter called the "Partner-1", which expression shall include its successors, executors and permitted assigns) and M/s. .... a Company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Partner-2", which expression shall include its successors, executors and permitted assigns) and M/s. .... a Company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Partner-3", which expression shall include its successors, executors and permitted assigns), (The Bidder Consortium should list the details of all the Consortium Members) for the purpose of making a Bid and entering into an Agreement (in case of award) to be hereinafter referred to as the Operation Agreement, against Bid Document No. (.....) for setting up a Biomethanation plant with electricity generation on Turnkey basis for processing 5 TPD of segregated biodegradable organic Municipal Wastes daily for Rourkela Municipal Corporation, Rourkela (the "Project") for a period of 05 years including 5 years of Defect liability periodd and having its Registered Office at Uditnagar, Rourkela- 769012 (hereinafter called the "Authority").

WHEREAS, the Authority had invited Proposal vide its RFP dated \_\_\_\_\_

AND WHEREAS the RFP document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Joint Deed Agreement in a format specified by the Authority wherein the Consortium Members have to commit equity investment of a

specific percentage in the envisaged Project.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the partners in this Consortium do hereby mutually agree as follows:

1. In consideration of the Award of the Contract(s) by the RMC to the Consortium, we the Members of the Consortium and partners to the Joint Deed Agreement do hereby unequivocally agree that partner (1) (M/s .....), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Partner- 2 and Partner-3 (the names of the partners to be filled in here).
2. The Lead Member is hereby authorized by the Members of Consortium and Partners to the Joint Deed Agreement to bind the Consortium and receive instructions for and on their behalf. It is further understood that the entire execution of the Contract including payment shall be done exclusively by the Lead Member.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the "issued equity share capital of the Project Company" (if such a company is to be established) is/shall be in the following proportion: (if applicable).

<b>Name</b>	<b>Percentage</b>
Partner 1	_____
Partner 2	_____
Partner 3	_____
<b>Total</b>	<b>100%</b>

6. The Lead Member shall inter alia undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, achieving financial closure on behalf of the Bidding Consortium.
7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
10. This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Rourkela alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby agreed that in case of an award of Contract, the partners to this Joint Deed Agreement do hereby agree that they shall furnish the Performance Guarantee in favour of Rourkela Municipal Corporation (RMC), as stipulated in the bidding documents, jointly, on behalf of the Consortium Members, in favour of the RMC.
12. It is further expressly agreed that the Joint Deed Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by the RMC.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in Bid to the RFP and for the purposes of the Project.
14. It is hereby expressly understood between the partners to this Agreement that neither partner may assign or delegate its rights, duties or obligations under the Contract except with prior written consent of RMC.

#### This Joint Deed Agreement

- A. has been duly executed and delivered on behalf of each Partner hereto and constitutes the legal, valid, binding and enforceable obligation of each such Partner,
- B. sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof;
- C. may not be amended or modified except in writing signed by each of the Partners and with prior written consent of RMC.

**IN WITNESS WHEREOF, the partners to the joint Deed Agreement have, through their authorized representatives, executed these present and affixed Common Seals of their respective companies on the Day, Month and Year first mentioned above.**

For M/s .....  
(Partner 1)

1. Common Seal of M/s .....

.....  
(Signature of the authorized representative)

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution

Name .....

dated

Signature.....

Designation .....

For M/s .....  
(Partner 2)

2. Common Seal of M/s .....

.....  
(Signature of the authorized representative)

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution

Name .....

dated

Signature .....

Designation.....

For M/s .....  
(Partner 3)

3. Common Seal of M/s .....

.....  
(Signature of the authorized representative)

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution

Name .....

dated

Signature .....

Designation.....

**ANNEXURE – 4**  
**Format of Disclosure**  
**[On the letter head of bidding Company/Each Member in a Bidding Consortium] Disclosure**

We hereby declare that the following companies with which we/have direct or indirect relationship are also separately participating in this Bid process as per following details:

<b>Sl. No</b>	<b>Name of the Company</b>	<b>Relationship</b>

In case there is no such company in the column "name of the company" write "Nil".

Further we confirm that we don't have any Conflict of Interest with any other company participating in this bid process.

Signature of

Chief Executive Officer/ Managing Director

*The above disclosure should be signed and certified as true by the Chief Executive Officer/ Managing Director being full time Director Bidding Company or Member, in case of a Consortium.*

**ANNEXURE – 5**

**Format for Affidavit for Non-criminality**

**(In case of Consortium to be given separately by each member)  
(On Non – judicial stamp paper of Rs 100 duly attested by notary public)**

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s ..... nor any of its directors/constituent partners have abandoned any work on Municipal Waste Management in India or any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s ..... nor any of our consortium partner namely M/s ..... & M/s ..... have abandoned any contract/ work of RMC or Govt. of Odisha and or blacklisted by any State/ Central Govt. agencies in participating from any bidding/ tendering process.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by RMC to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the RMC.

Signed by an authorized Officer of the Company/firm

Title of Officer

Name of Company/Firm

Date



**ANNEXURE – 6**  
**FORMAT FOR ANTI-COLLUSION CERTIFICATE**  
**(On the letter head of the Lead Member / Sole Applicant) ANTI-**  
**COLLUSION CERTIFICATE**

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date this .....Day of ..... 2022.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note:

*To be executed by lead member, in case of a Consortium*

**Annexure-7**  
**(Bidder's Information Format)**

1	Name of Bidder	
2	Name of the proprietor/Partner	
3	Address of the firm	
4	Name and contact details of Authorized Signatory	
5	Telephone/ Mobile No. & Email ID	
6	Photocopy of Certificate of incorporation	
7	Pan Number (attached photocopy)	
8	Photo copy of GST Registration Certificate	
9	Average annual turnover in last three financial years should not be less than 7 cr. for Individual Bidders Or / For Joint Venture the bidders must have an average turnover of Rs 10 cr in last three financial years (IT Return copy/ Audited Balance Sheet to be attached)	
10	Year of Experience in the line (mention number of year)	
11	Recognition for the firm and technology by Govt. agencies and other big corporate clients	
12	Experience of setting up of a least one projects of 20 tons per day capacity bio-methanation plant with power generation based on biodegradable market waste, municipal solid waste and animal dung <b>or</b> should have completed and successfully running two similar projects of 10 tpd each <b>or</b> should have completed and successfully running four similar four projects of 5 tpd each.	
13	Details of Tender Paper cost of Rs.11,200/-	a) Name of Bank b) Bank Draft No. & Date c) Amount:
14	Details of EMD of Rs.5,00000/-	a) Name of Bank b) Bank Draft No. & Date c) Amount:

Note: Submission of documentary proof for the entire above Qualifying Requirement is mandatory. In case of absence of documentary proof the bid is liable to be rejected. RMC may demand original documents for verification.

Date this .....Day of 2022.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note:

To be executed by lead member, in case of a Consortium

**ANNEXURE – 8**  
**FORMAT FOR BID SECURITY**

In consideration of the Rourkela Municipal Corporation (hereinafter called "RMC" which expression shall include any entity which RMC may designate for the purpose) having agreed, inter alia, to consider the bid of ..... (Hereinafter referred to the "Bidder" which expression shall include their respective successors and assigns) which will be furnished in accordance with the terms of the Request for Proposals for the Project/s (name of one or all the Projects, if bidding for more than one Project) envisaging .....(hereinafter called the "RFP") in lieu of the Bidder being required to make a cash deposit, we .....[name of the Bank and address of the issuing branch], hereinafter called the "Bank" which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay as primary obligator and not as surety only to RMC without protest or demand and without any proof or condition the sum of Rs. .... Lakhs (in words).

1. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within five days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from RMC stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the RFP. Any such demand made on the Bank by RMC shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank's liability under this Guarantee shall be restricted to an amount not exceeding Rs .....Lakhs (in words).
2. We, the Bank unconditionally undertake to pay to RMC any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidder or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to the Bank not to pay or for any cause to withhold or defer payment to RMC under this Guarantee. The Bank's liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank's liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.
3. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect up to and until 1700 hours on the date which falls 90 days beyond the Proposal Validity period i.e. ....(hereinafter called "the End Date"). Unless a demand or claim under this Guarantee is made on the Bank by RMC in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter.
4. We, the Bank further agree with RMC that RMC shall have the fullest liberty without the Bank's consent and without affecting in any manner

the Bank's obligation hereunder to vary any of the terms and conditions of the RFP or to extend or postpone the time of performance by the Bidder or any other party from time to time or postpone for any time or from time to time any of the powers exercisable by RMC against the Bidder or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating to the RFP and the Bank shall not be relieved from its liability by reason or any forbearance act or omission on the part of RMC, or any indulgence given by RMC to the Bidder or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.

5. To give full effect to the obligations herein contained, RMC shall be entitled to act against the Bank as primary obligator in respect of all claims subject of this Guarantee and it shall not be necessary for RMC to proceed against the Bidder or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the bank as principal obligator.
6. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of any individual member of the Bidder or any other party or any change in the legal constitution or insolvency of the Bidder or any other party or any change in the legal constitution of the Bank or RMC.
7. We, the bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RMC writing.  
Notwithstanding anything contained herein.
  - a) Our liability under the Bank Guarantee shall not exceed ..... Lakhs (in word).
  - b) The Bank Guarantee shall be valid up to [date], .....
  - c) Unless acclaimed or a demand in writing is made upon us on or before .....
  - d) all our liability under this guarantee shall cease.

**IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.**

Signed and Delivered

On behalf of .....(Bank name) (Signature)  
(Date)

By the hand of Mr. ....

(Name of authorized signatory)

**Designation**

Note: Authenticated copy of Letter of Authority authorizing the signatory of this guarantee to execute the same to be enclosed herewith.

**ANNEXURE – 9**  
**FORMAT FOR PROJECT UNDERTAKING**  
**(On the Letterhead of the Sole Applicant/ Lead Member)**

**Date:**

**PROJECT UNDERTAKING**

To  
**The Commissioner,**  
**Rourkela Municipal Corporation**  
**Udit Nagar, Rourkela-769012**

Sub: "Request for Proposal for setting up a Biomethanation plant with electricity generation on Turn-key basis for processing 5 TPD of segregated biodegradable organic Municipal Wastes daily for Rourkela Municipal Corporation, Rourkela for a period of 05 years including 5 years of Defect liability period"

Dear Sir,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by RMC. We hereby agree and undertake as under:

1. Any direct or indirect deviations from the terms of the Bid Documents, if any in our Proposal, are hereby revoked unconditionally.
2. Irrespective of the Technology used by us, it would be our responsibility to process the Municipal waste of Rourkela Municipal Corporation as per the prevailing rules and adhere to the conditions specified in the Bid Documents.
3. If the Tender is awarded to us, complete technical details of the Project will be submitted to RMC representative for evaluation, before actual implementation of the Project.
4. It is our responsibility to implement the project as per actual design parameters for the project.
5. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in also forms a part of the RFP provided.

Dated this.....Day of.....2022.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note: To be signed by the Lead Member, in case of a Consortium, authorized to submit the bid.

**ANNEXURE – 10**  
**Financial Bid format**  
**(On the letterhead of the Lead Member)**

(RFP No – ..... dated .....)

To,  
**Commissioner**  
**Rourkela Municipal Corporation**  
**Udit Nagar, Rourkela-769012**

Sub: Financial Bid for setting up a Biomethanation plant with electricity generation on turnkey basis for processing 5 TPD of segregated biodegradable organic Municipal Wastes daily for Rourkela Municipal Corporation, Rourkela.

Sir,  
 In pursuant to above and considering the assumptions mentioned in the submitted Annexure in line with the RFP, we are proposing the following:

S I. N O	Component of Project	Unit	Amount Words (Rs in Lakh)	Amount in Figure (Rs in Lakhs)
1	Cost for setting up a Biomethanation plant with electricity generation on Turnkey basis for processing 5 TPD of segregated biodegradable organic Municipal Wastes daily for Rourkela Municipal Corporation, Rourkela (the "Project") for a period of 05 years including 5 years of Defect liability period	Lumpsum		
<b>Total</b>				

**Note:**

- ✓ **The cost quoted shall be inclusive of all the applicable taxes including of GST if any.**
- ✓ Completion period of Installation of the plant is 4 months
- ✓ O & M will start after complete installation of the plant.
- ✓ Payment shall be based on the Payment Schedule of RFP.

Date this .....Day of.....2022.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

*Note:*

*To be executed by lead member, in case of a Consortium*