

## Published in The Kathmandu Post....



Lahan Municipality  
Office of the Municipal Executive  
Lahan, Siraha  
Madhesh Province, Nepal

**Request for Qualification for Management of  
Municipal Solid Waste**

Notice No: 2079/080/RFQ-01  
(Date of publication: 2079/06/04)

Lahan Municipality has decided to establish a Municipal Solid Waste Processing Plant to manage its Municipal Solid Waste in PPP (Public Private Partnership) model for the solid waste generated within this municipal area. Interested firms or companies are requested to submit their proposal for qualification within 30 (Thirty) days from the date of publication of this notice no later than 12:00 Hrs at this office.

**The RFQ document is available at:**  
Lahan Municipality, Office of the Municipal Executive, Lahan  
Telephone Number: 033- 563137 or,  
It can be downloaded from the official website: [www.lahanmun.gov.np](http://www.lahanmun.gov.np)

**Chief Administrative Officer**



**REQUEST FOR QUALIFICATION  
for Development  
of  
Municipal Solid Waste Processing Center  
in  
Lahan Municipality  
on  
DBFOOT Basis**

**Lahan Municipality  
Office of the Municipal Executive  
Lahan, Siraha**

**Phone No. 033- 563138/563139/563745, Fax: 033-563137  
E-mail: lahan.municipal@gmail.com  
Web: www.lahanmun.gov.np**

**September,2022**

# 1. INTRODUCTION

## 1.1 Background

**Lahan** (लहान) is a city and municipality with 24 wards in Siraha District in the Madhesh Province south-eastern Nepal. It is connected with Mahendra Highway, which is also called the East–West highway. It is located nearly 261 km east of the capital, Kathmandu via B.P. highway and E-W Highway & 424 km east via Narayanghat-Mugling Highway. Lahan is located at the latitude of 26.717 and longitude of 86.483. It is at an elevation of 111 meters above sea level. It follows Nepali time zone, UTC Offset: +05:45 hours.

Laukaha in India and nearby town of Thadi which is 18 km South of Lahan in Nepal are a part of one of the agreed route for Mutual Trade between India and Nepal. Lahan connects Thadi to rest of Nepal. Government of Nepal has set up a dedicated customs office in the town and Government of India has set up a Land Customs Station with a Superintendent level officer so in simple import and export are allowed in this location.

The population has increased gradually due to urbanization over a period of 20 years. This city has become a market hub in the eastern part of Madhesh Province.

- 1.1.1 Private enterprises in Nepal (both large scale formal sector firms and micro- small and medium Enterprises ) and municipalities are all battling the high costs of imported fossil fuels for thermal process heating, water heating, cooking and diesel fired captive electricity generation, while simultaneously coping with the need for expensive LPG cooking gas cylinders and rising costs of commercially purchased coal and firewood and also trying to manage their waste by-products in a responsible manner. Municipalities are struggling to meet their energy needs and are currently unaware of how to recycle the organic waste available to them in order to offset part of their current energy costs. They are also unable to afford investment in biogas plant projects on their own and also require support for preparation and financing of the waste to energy projects.
- 1.1.2 Lahan Sub-Metropolitan City, hereafter called the Authority, is engaged in providing basic essential services to the citizens and as part of this endeavor, the Authority has decided to undertake development and operation/ maintenance of the Waste to Energy Project (the “WtE Project”) through Public-Private Partnership (PPP) on Design, Build, Finance, Operate, Own and Transfer (DBFOOT) basis, and has decided to carry out the bidding process for selection of Developer in accordance with the procedure set out herein.
- 1.1.3 The selected Developer, who is either a registered entity or combination of such entities shall be responsible for designing, financing, procurement, installation, operation, maintenance and handover of the WtE Project under and in accordance with the provisions of a concession agreement to be entered into between the Developer and the Authority in the form provided by the Authority as part of the RFQ Document.

## 1.2 Scope of Work

The scope of the proposed Waste to Energy Project work will broadly include Design, Build, Finance, Own, Operate and Transfer (DBFOOT) of facilities and infrastructure for;

- (a) Construction and operation of WtE Plants by the Developer for at least 20 tons of municipal waste up to 50 tons (to be confirmed during Detailed Design Phase) of MSW (except industrial/medical/chemical/harmful waste) to be confirmed by the Detailed Design (DD) to be carried out by the selected Developer subject to collection/tipping fees agreed by both parties.
- (b) Collection of the waste from source and transfer to the WtE project site after completion of maximum of five years of operations of the project.
- (c) Transfer of the processed remnants and inert materials by the Developer to the landfill site to be provided and managed by the Municipality.

**The Project work is to be carried out by the Developer entirely on his own cost and resources except for the inputs to be provided by the Authority as detailed in this RFQ. The detail scope of work includes the following:**

- (i) Carry out a Detailed Design (DD) on the basis of the "Feasibility study for waste to energy potential in Lahan Municipality" by the selected applicant developer.
- (ii) The primary output of the project should be energy and the secondary could be fertilizer or any other by-products. The Applicants can propose any innovative business model like captive use, distribution or sales to the users or commercial entity or even to municipality. However, the proposed technology should be suitable for the WtE conversion project, cope with yearly incremental waste handling and the air/gas and water discharge from the plant must meet the standard set by GoN and should be in compliance with the prevailing GoN rules and regulations. The Applicant needs to propose the following:
  - Suitable Material Recovery Facility (the "MRF") for separation of the bio-degradable and recyclable content of the waste,
  - Suitable Processing Technology for Processing of the bio-degradable content of the waste.
  - Suitable technology for recovering and processing recyclable content of the waste.
  - Suitable Waste to Energy conversion technology to ensure that no more than 25% or less is preferred of the waste received (depends on composition of waste) at the Project Facility is disposed of in the Landfill site subject to consumption habit and behavior based on waste composition.
- (iii) Designing, organizing, engineering, financing, procuring, constructing, operating and maintaining the waste of energy facility for thermal/electrical application. The MSW Processing Facility shall be adequate to handle the present obligated quantity of MSW and should be scalable to handle expected MSW of the project area over the Concession Period based on growth trends and as per the detail design acceptable to both parties.
- (iv) Investment for setting up a MSW processing project facilities with business model (through equity or loan including subsidy available and return from selling of energy, fertilizer and other by products).

- (v) Set up suitable municipal segregation, processing plant and its accessories and implement the WtE project facility.
- (vi) Collection of waste from different sources of the municipality, if the waste collector is the developer (that is after 5 years of the project operation).
- (vii) Operate and maintain scalable of the WtE project facility during the Concession period to cope with annual growth of waste up to a maximum of 15% per year to be discussed after submission of Detail Design and to be agreed by both parties concerned.
- (viii) Management of slurry and other remnants in compliance with environment and social requirements in the tipping place provided by municipality.
- (ix) Periodic reporting to the municipality about the progress in compliance with their requirement for receiving their assistance for preparation of DD/DPR.
- (x) Networking, coordination and collaboration with key stakeholders.
- (xi) Implementation of environmental and social safeguard measures to ensure GoN requirements (as per Environmental and Social Safeguard Framework).
- (xii) Coordination and collaboration with the municipality and relevant line agencies development partners, private sectors, civil society and relevant programs for effective waste management.
- (xiii) Ensuring quality assurance in the design, procurement and installation of the plant implementation of WtE project.
- (xiv) Handover the WtE project facilities to the municipality in operating condition on as is basis at the end of the Concession period or extended Concession as agreed with the municipality.

### **Inputs from Municipality**

The following facilities/inputs shall be provided by the municipality for design, installation and operation of the WtE project facilities:

- Program document, policy document and other relevant reports.
- Regular assistance in terms of lead negotiator to the selected Developer during the project period for settlement of any and all kind of social and political issues in relation to the WtE project.
- Necessary Land required for the envisioned project shall be proposed by the applicant developer in the DD/DPR report and eventually the proposed land of the selected developer shall be acquired by the Municipality upon negotiation with the selected developer. Hence after acquisition of land by the Municipality, same will be provided by the municipality for implementation of the WtE project for concession period of 20 to 25 years on the conditions set forth in the concession agreement. Other than the land to be used for project implementation, the Municipality will also provide necessary land for disposal of remaining indigestible solid waste disposal.
- However the option may remain open for the developer to self-acquire the land required for the project.
- The Municipality shall deliver the obligated quantity of MSW as per the Detail Design/DDR to the Developer at the WtE project site for at least 5 years. After that period, developer may make

necessary arrangement for the collection of waste and transfer up to the WtE project site after acceptance of proposal submitted by the developer.

- Takes responsibility for all legal compliances for and approvals for the set up of the DBFOOT project.
- Provide fee of up to **5,00,000/- (Five Lakh Only)** to conduct the Detail Design/DDR Project Report to the selected developer.
- Infrastructure requirements arrangements like utilities (Transformer, Pole, Insulated Wire/water/access road (All Weather Road) etc to be provided by the municipality as per the requirement of the developer.
- Municipal Taxes and Local Taxes under the authority of the Municipality as applicable may be waived by the municipality under the concession arrangement for the DBFOOT project if set forth in prevailing law and regulation.

### **1.3 Proposal Submission Process**

- 1.3.1 The process adopted by the Authority for selection of Developer is a RFQ. The process involves technology to be used for waste processing of interested firm/consortium that submits an Application to the Authority in accordance with the provisions of this RFQ. After evaluation of the Applications received from the prospective Developers, the Authority will evaluate proposal of the selected firm and whose RFQ proposal is ranked first as per the evaluation criteria given in the RFQ document. If the contract could not be concluded with the first ranked Developer, the second and so on Developers will be invited for further proceedings/negotiation.
- 1.3.2 In the Technical Proposal, Applicants would be required to furnish all the information specified in this RFQ document. The Applicant selected shall submit a Performance Security of NRs 25,000 (in words Rs Twenty Five Thousand only) either in cash deposit or equivalent in the form of performance bank security from "A" class commercial bank of Nepal within 21 days of notification for submission of such security. The validity period of the Performance Security shall not be less than 240 (two hundred and forty) days from the day of receiving the letter from the Lahan Municipality. The validity period may be extended as may be mutually agreed between the Authority and the Applicant.
- 1.3.3 The Applicants are advised to visit the site and familiarize themselves with the WtE Project.
- 1.3.4 The selected Applicant will be called upon to carryout detailed design on site
- 1.3.5 On completion of the negotiation, the draft contract will be reviewed and initialed by the Authority and the Developer. If the negotiations fail, the Client shall inform the selected Applicant Developer in writing of all pending issues and disagreements and provide a final opportunity to the selected Applicant Developer to respond. If disagreement persists, the Authority shall terminate the negotiations informing the selected Applicant Developer of the reasons for doing so.
- 1.3.6 Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes/communications shall clearly bear the following identification/ title:

Queries/ Request for Additional Information: RFQ for:

**Waste to Energy Project  
Lahan Municipality  
Office of the Municipal Executive  
Lahan (Siraha)**

## **1.4 Schedule of Proposals Submissions Process**

The tentative schedule shall be as follows:

### Proposal Date

- Last date for receiving queries:12 days from date of issue of tender notice.
- Authority response to queries latest by:15 days from date of issue of tender notice.
- RFQ Application **Submission Due Date: 30 days no later than 12:00** Hrs from date of issue of tender notice
- **RFQ Application/Proposal to be submitted in Lahan Municipality, Office of the Municipal Executive, Lahan (Siraha)**
- Announcement of winning RFQ Proposal: within15 days of RFQ submission Date.

### Detailed Design Report Stage

- Submission of Performance Guarantee: Within 7 days of notification from Lahan Municipality for submission Performance Security.
- Preparation and Submission of DD/DPR: 120 days from the date of submission of Performance Guarantee

## **2. INSTRUCTIONS TO APPLICANTS**

### **A. GENERAL**

#### **2.1 Scope of Application**

2.1.1 The Authority wishes to receive Applications for Proposal from eligible Applicants in order to select a capable Applicant Developer.

2.1.2 Selected Applicant Developer is subsequently invited to submit the DD/DPR for the Project.

#### **2.2 Eligibility of Applicants**

2.2.1 The eligibility requirements of the Applicants for their qualification shall be as follows:

- (a) The Applicant for qualification may be a single registered entity or a Consortium to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium. Number of members in a consortium shall not exceed 3 (three).
- (b) An Applicant may be a registered commercial entity in concerned country or combination of such entities with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.

- (c) Applicant applying individually or as a member of a consortium should be registered in PAN and VAT. (Applicable to national Applicants only).
- (d) An Applicant shall not have a conflict of interest that affects the Project. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) the Applicant, its member or Associate (or any constituent thereof) and any other Applicant, its member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest;
  - (ii) a constituent of such Applicant is also a constituent of another Applicant;
  - (iii) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
  - (iv) such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Application of either or each other; or
  - (v) such Applicant, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the WtE Project.
- (e) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the WtE Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ.2.2.2 To be eligible for qualification and selection as a Developer, an Applicant shall fulfill the following conditions of eligibility:
- (a) **Technical Capacity:** For demonstrating technical capacity and experience the Applicant shall, over the past 2 (Two) years preceding the Application Due Date, have:
- Experience as a similar WtE Project **Technology Provider**
  - or
  - Experience as **Developer/Operator** of similar WtE Project plants
  - or
- If the Applicant is neither a Technology Provider nor a Developer/Operator of WtE Plant, Applicant should submit an authorization letter from a similar WtE Technology Provider for supply of the Technology and its past experience details in case the Applicant is selected as a Developer. In such case, the experience of the technology service provider will be considered if there is a technical joint venture arrangement between the applicant and the technology provider.
- (b) **Financial Capacity:** The Applicant's Average Annual Turnover in the last 3 years should be of NPR.2 crores or the Paid-Up Capital of the Applicant should be NPR10 million. In addition, the Net Worth of the last fiscal year.
- In case of newly established company, paid up capital must be minimum of NPR 20 million and must submit a letter of intent from "A" class commercial bank.



In case of a Consortium, the lead member needs to satisfy minimum 51% of Financial Capacity of Annual Turnover or Paid-Up Capital and each member of the consortium needs to satisfy minimum 25% of Financial Capacity of Annual Turnover or Paid-Up Capital.

In aggregate the Consortium needs to satisfy the specified Financial Capacity requirement. The technical capacity can be satisfied by any member of the Consortium.

2.2.3 The Applicants shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- (a) Documents to establish general experience of the Applicant i) as Developer/Contractor/Supplier/Financier/Consultant, ii) in RET sector, and iii) in similar assignments
- (b) Certificate(s) from the concerned client(s) stating the works undertaken as a WtE Technology Provider or Developer /Operator of WtE Plants, and
- (c) Audited Financial Statement of past three years of the Applicant. In case of consortium Audited Financial Statement of past two years of each member of the Consortium (not applicable in case of newly registered applicants)
- (d) JV Agreement/Technical JV Agreement as applicable should be submitted

2.2.4 The Applicant should submit a Power of Attorney as per the format (Appendix-II), authorizing the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per format at (Appendix-III).

2.2.5 In case the Applicant is a Consortium, it shall, comply with the following additional requirements:

- (i) Number of members in a consortium shall not exceed 3 (three),
- (ii) The Application should provide the information in respect of each member of the Consortium. Members of the Consortium shall nominate one member as the lead member, who shall have an equity share holding of at least 26% (twenty-six per cent). The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- (iii) The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical, managerial and O&M obligations;
- (iv) An individual Applicant cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for qualification;
- (v) The members of a Consortium may form an appropriate Special Purpose Vehicle (SPV) to execute the Project, If awarded to the Consortium;
- (vi) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form (Appendix-IV) specified, for the purpose of making the Application and submitting a Financial Proposal in the event of being qualified and selected. The Joint Proposal Submission Agreement, to be submitted along with the Application, shall, *inter alia*:
  - (a) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession

Agreement, in case the concession to undertake the WtE Project is awarded to the Consortium;

- (b) clearly outline the proposed roles and responsibilities, if any, of each member;
- (c) commit the minimum equity stake to be held by each member;

2.2.6 Any entity which has been barred by GON, or any entity under GON jurisdiction, from participating in any Contract, and the bar is effective as on the date of Application, would not be eligible to submit an application, either individually or as member of a Consortium.

2.2.7 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate.

2.2.8 The following conditions shall be adhered to while submitting an Application:

- (a) Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant in the Consortium,
- (c) In responding to the bid submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) In case the Applicant is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.2.9 Qualification is open to firms from any country; however, the share of applicant from country/countries other than Nepal shall be limited to maximum of 49% of the total equity.

## **2.3 Change in composition of the Consortium**

2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the bidding Stage.

2.3.2 Where the Applicant is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the DPR Stage, only where:

- (a) the application for such change is made no later than 15 (fifteen) days prior to the DPR Due Date;
- (b) the Lead Member continues to be the Lead Member of the Consortium;
- (c) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the qualification criteria for Applicants; and
- (d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/ Member/Associate of any other Consortium submitting proposal in this Project.

2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.

#### **2.4 Number of Applications and cost of participation**

2.4.1 No Applicant shall submit more than one Application for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the RFP Submission Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Proposal submission Process.

## **2.5 Site visit and verification of information**

Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

## **2.6 Acknowledgement by Applicant**

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

- (a) made a complete and careful examination of the RFQ;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 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 the RFQ or the Financial Proposal Submission Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.7 Right to accept or reject any or all RFQ Applications/ Request for Proposal Document**

2.7.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Proposal Submission Process and reject all Applications/ RFQ, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls RFQ of the selected Developer, it may, in its discretion, issue all eligible Applicants to submit fresh RFQ as per the revised RFQ Document.

2.7.2 The Authority reserves the right to reject any RFQ Application and/ or Request for proposal submitted by the Applicants if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplement all information sought by the Authority for evaluation of the Application.

If the Applicant/Selected Developer is a Consortium, then the entire Consortium may be disqualified/rejected. If such disqualification/ rejection occur after the Financial Proposal has been opened and the Selected Developer gets disqualified/ rejected, then the Authority reserves the right to:

- (i) invite the second ranked RFQ Applicant to submit Technical and Financial proposal in accordance with the RFQ; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Proposal Submission Process.

- 2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Award (LOA) or entering into of the Concession Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFQ Documents, the Concession Agreement or under applicable law.
- 2.7.4 The Authority reserves the right to verify all statements, information and document submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities here under nor will it affect any rights of the Authority there under.

## **B. DOCUMENTS**

### **2.8 Contents of the RFQ**

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

#### **Request for Qualification**

- Section 1. Introduction
- Section 2. Instructions to Applicants
- Section 3. Criteria for Evaluation
- Section 4. Fraud & Corrupt Practices
- Section 5. Miscellaneous

#### **Appendices**

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium

### **2.9 Clarifications**

- 2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.5.8. They should send in their queries before the date specified in the schedule of Proposal Submission Process contained in Clause 1.6 or should raise their queries during the Pre-Application Conference. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due

Date. The responses will be sent by fax and/or email. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries.

A Pre-Application conference of the interested parties shall be convened at the designated date, time and place as detailed below:

Date: As specified in sub clause 1.4 of this RFQ

Time: 2:00 PM NST

Place: Lahan Municipality, Office of the Municipal Executive, Lahan.

2.9.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.3 The Authority may also on its own initiative, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.10 Amendment of RFQ**

2.10.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.

2.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ.

2.10.3 In order to provide the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

## **C. PREPARATION AND SUBMISSION OF RFQAPPLICATION**

### **2.11 Language**

The Application and all related correspondence and documents in relation to the Proposal Submission Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English except those in Nepali language, may not be considered. For the purpose of interpretation and evaluation of the Application, the English documents and English or Nepali Language translations shall prevail.

### **2.12 Format and Signing of Application**

2.12.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required acceptable formats and complete in all respects. Incomplete and /or conditional Applications may be rejected.

2.12.2 The Applicant shall prepare 1 (one) original set of the Application.

2.12.3 The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page. In case of printed and published Documents, only the cover needs to be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together properly.

### **2.13 Sealing and Marking of Applications**

2.13.1 The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2, and seal it in an envelope and mark the envelope as “APPLICATION FOR QUALIFICATION OF APPLICANTS”. The Applicant shall seal the envelope in accordance with Clauses 2.13.2 and 2.13.3.

2.13.2 Each envelope shall contain:

- (i) Application in the prescribed format (Appendix-I) along with Annexes(I-IV) and supporting documents;
- (ii) Power of Attorney for signing the Application as per the format at Appendix- II;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III
- (iv) Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV
- (v) copies of the duly audited balance sheet and Financial Statements for the preceding three years of the Applicant or each member of the Applicant in case of consortium;
- (vi) copies of qualification and experience documents required by the RFQ and
- (vii) another requirement that may be specified by the Authority.

Each of the envelopes shall clearly bear the following identification:

“Application for Proposal Lahan Municipality, Waste to Energy Project” and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right-hand corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to: As mentioned in the notice

ATTN. OF: Mr. ....

DESIGNATION: .....

ADDRESS: .....

FAX NO: .....

E-MAIL ADDRESS: .....

2.13.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

2.13.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## **2.14 Application Due Date**

- 2.14.1 Applications should be submitted before 12:00 PM Nepal Standard Time on the Application Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the person specified in Clause 2.13.3.
- 2.14.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10.

## **2.15 Late Applications**

Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.16 Modifications/ substitution/ withdrawal of Applications**

- 2.16.1 The Applicant may modify, substitute or withdraw its application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant after the Application Due Date and time.
- 2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.16.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall not be considered for the evaluation of the Application.

## **D. EVALUATION PROCESS**

### **2.17 Opening and Evaluation of Applications**

- 2.17.1 The Authority shall open the Applications at 14:00 hours NST on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.
- 2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.17.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.
- 2.17.4 Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Proposal Process or selection except as provided for in the issued documents will be given.
- 2.17.5 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assignee, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 2.17.6 The Authority reserves the right not to proceed with the Developer Selection Process at any time without advance notice or liability and to reject any or all Application(s) without assigning any reasons.



2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained informants other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information in evaluation of the Applicant's proposal.

2.17.8 When any information in Applications are found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the RFQ Application in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

## **2.18 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the qualified selected Applicant shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Developer selection Proposal Process. The Authority will treat all information, submitted as part of Application, in confidence and will 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 is 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.

## **2.19 Tests of responsiveness**

2.19.1 Prior to evaluation of Applications, the Authority shall determine whether each Applications responsive to the requirements of the RFP. An Application shall be considered responsive only if:

- (a) it is complying with Appendix-I format;
- (b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.4 and other compliance as specified in Clause 2.2.5;
- (e) it contains all the information and documents (complete in all respects) as requested in the RFP document;
- (f) it contains information in formats similar to those specified in this RFQ;
- (g) it contains experience certificates and required Audited balance sheets as specified in the RFQ;
- (h) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6 (vi);
- (i) It includes technical proposal requirements
- (j) it is not non-responsive in terms of other RFQ requirement hereof.

2.19.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

## **2.20 Clarifications**

2.20.1 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. 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 in writing.

2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **E. QUALIFICATION AND SUBMISSION OF DD/DPR**

### **2.21 Qualification of Applicant for Selection of Developer and notification**

After the evaluation of Applications, the Authority would announce then first ranked qualified Applicant who will be eligible for participation in the DD/DPR Stage. At the same time, the Authority would notify the other Applicants regarding the firm selected for submission of DD/DPR.

### **2.22 Submission of DD/DPR**

The selected Applicant Developer will be requested to carryout Detailed Design and to submit proposals as specified in the RFQ Document.

### **2.23 Proprietary data**

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

## **3. CRITERIA FOR EVALUATION**

### **3.1 Evaluation parameters**

3.1.1 Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.1 and 2.2.2above shall qualify for evaluation under this Section 3. Applications of firms/consortia who do not meet the eligibility criteria shall be rejected.

3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:

- (a) Technical Capacity; and
- (b) Financial Capacity

The RFQ proposal received from the Applicants will be evaluated against total score of 100 applying the technical and financial capacity criteria given in clause 3.2below. The Applicant whose proposal has secured the minimum qualifying mark of 60% and has also scored the highest score will be issued LOA for DD/DPR and then invited for Concession Contract negotiation.

### 3.2 Technical and Financial Capacity Evaluation Criteria

SN	Evaluation Criteria		Score (100)
<b>1</b>	<b>Technical Capacity</b>		
1.1	Experience of the Applicant	General Experience as Project Developer or Operator,	10
		Contractor, Supplier, Financier, etc.	5
		General Experience on Renewable Energy Technology(RET) sector and MSW management as a Project Developer or Operator	5
		Contractor, Supplier, Financier, etc.	3
		Specific Experience in the field of similar Project as a Developer or Operator	5
		Contractor, Supplier, Financier, etc.	3
		<b>Sub Total</b>	<b>20/12</b>
1.2	Technical Proposal	Preliminary Assessment of project requirement and proposed WtE technology options suitable for the project, its compliance with environmental and social requirements (as per prevailing law of GoN) as well as ability to possibly cope with future incremental waste and less than 20% non recyclable to landfill site.	30
		Above 20% or more to Landfill site	20
		Approach and methodology for each activity of the scope of work detailed in clause 1.2 of the RFP document	10
		Overall structure of the RFP including manning and work schedule	5
		<b>Sub Total</b>	<b>45/35</b>
1.3	Qualification and Experience of proposed Key Experts	Team leader/Project Management Specialist	5
		Waste to Energy Specialist, Engineer	5
		Safeguard (Environment & Social) Specialist	3
		Financial / Commercial Specialist	2
		<b>Sub total</b>	<b>15</b>
<b>Total Technical Capacity</b>			<b>80/62</b>
<b>2.</b>	<b>Financial Capacity</b>		
2.1	Financial Health of the Applicant (Average Annual Turnover /Paid-up Capital/Net Worth/Credit Facility or Credit worthiness)		10
2.2	Financing and Investment Proposal for the project including business model, innovation and public benefit		10
<b>Total Financial Capacity</b>			<b>20</b>
<b>Total</b>			<b>100</b>
<b>Pass Mark</b>			<b>60</b>

\* If the Applicant is neither a Technology Provider nor a Developer/Operator of WtE Plant or newly registered company, Applicant should submit an authorization letter from a similar WtE Technology Provider for supply of the Technology on turn-key basis in case the Applicant is selected as a Developer. The experience of the technology service provider will be considered if there is a formal technical joint venture arrangement between the applicant and the technology provider.

### 3.3 Qualification and Experience of Key Staff

- **Team Leader/Project Management Specialist** should have minimum Bachelor degree and should have experience of at least 5 years in planning and execution of construction or plant installation projects.
- **Waste to Energy Specialist/Engineer** should hold a Graduate degree in Renewable Energy, Engineering or relevant field with at least 3 years of experience in relevant field. S/he should have sound knowledge and skills on Renewable Energy, Anaerobic Digestion Technology and Solid Waste Management.
- **Safeguard (Environment & Social) Specialist** should hold a Master's degree in Environment/Social Science with at least 3 years of experience in relevant fields. S/he should have sound knowledge on Solid Waste Management and Environmental/Social Impact Assessments. Safeguard Specialist could be single expert having experience in both the fields or two separate experts' for Environment and Social.
- **Financial /Commercial Specialist** should hold a master's degree in management with minimum 3 years of experience in similar field or CA with 3 years of experience in financial management. S/he should have sound knowledge and skills on business plans, and financial analysis and risk analysis.

### 3.4 Supporting Documents

#### 3.4.1 Technical Capacity

- (a) Experience Requirement: The Applicant should furnish the experience details of the last 3 (Three) financial years immediately preceding the Application Due Date to establish the eligibility and qualification requirement as per clauses 2.2 and 3.2 above as preformat Annex-II of Appendix-I. The furnished experience details should be supported by evidence issued by the Employer.
- (b) Technical Proposal: The Applicant's Technical Proposal should include the following:
  - Conceptual Assessment of project requirement and proposed WtE technology options suitable for the project
  - Approach and methodology for each activity of the scope of work detailed in paragraph 1.2 of the RFP document
  - Project program for meeting the TOR requirement of DPR preparation, Concession Agreement, Design, Supply, Installation and operation and handover of the WtE Facility
- (c) Proposed Key Experts: The Applicant shall submit the CV of the following proposed Key Experts with details of the academic qualifications and experience record of the key expert.
  - Team leader/Project Management Specialist
  - Waste to Energy Specialist/Engineer
  - Safeguard (Environment & Social) Specialist
  - Financial / Commercial Specialist

### **3.4.2 Financial Capacity**

- (a) The Application must be accompanied by the Audited Annual Reports of the Applicant and of each Member in case of a Consortium.
- (b) The Applicant must provide the information on available Credit facilities for the project with supporting documents from Commercial "A" Class Bank providing the Credit facility.
- (c) The Applicant shall provide the details of the financing requirement with proposed investment planning for the proposed WtE options based on preliminary assessment of the project requirement.
- (d) In case of newly established companies, the applicant and its consortium of companies must submit evidence on paid up capital and letter of intent from "A" class commercial bank.

## **4. FRAUD AND CORRUPT PRACTICES**

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Proposal Submission Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant 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 Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant 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, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) "corrupt practice" means:
    - (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Proposal Submission 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 Proposal Submission Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, 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 Proposal Submission Process); or
    - (ii) save and except as permitted under sub-clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time

has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project.

- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the proposal Submission Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Proposal Submission Process;
- (d) “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 Proposal Submission Process; or
  - (ii) having a Conflict of Interest.
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Proposal Submission Process.

#### **4. MISCELLANEOUS**

4.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of Nepal.

4.2 It shall be deemed that by submitting the Application, the Applicant 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 and the RFP Documents, pursuant hereto, and/ or in connection with the proposal Submission Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

# Appendices

## APPENDIX-I

### Letter of Proposal Application

*(Refer Clause 2.13.2)*

Date:

To,

.....  
.....

Sub: Application for Proposal for .....Project

Dear Sir,

1. With reference to your RFQ document dated....., we, the undersigned having examined the RFP document and understood its contents, hereby submit our Application for Qualification for the fore said project. The Application is unconditional.
2. We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for Proposal of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in the Annexes is true and correct; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying for submission of RFQ comprising Technical and financial proposal and negotiating a Concession Contract for the Detail Feasibility Study, Design, finance, construction, Installation, operation and maintenance of the aforesaid Project.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. We declare that:
  - (a) We do not have any conflict of interest in accordance with Clauses 2.2.1(d) and 2.2.1(e) of the RFQ document;
  - (b) We have examined and have no reservations to the RFQ document provisions;

(c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or National government, and

(d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. We understand that you may cancel the Developer Selection Process at any time and that you are neither bound to accept any RFQ Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.

9. We undertake that in case due to any change in facts or circumstances during the Proposals Submission Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ; we shall intimate the Authority of the same immediately.

10. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendices II and III respectively of the RFQ, are also enclosed.

11. We understand that the selected Developer shall either be an existing Company incorporated, or shall incorporate as such prior to execution of the Concession Agreement.

12. We agree and undertake to abide by all the terms and conditions of the RFQ document.

13. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till handover of the WtE Project Facilities in accordance with the Concession Agreement.

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

Yours Sincerely,

Authorized Signature.....

Name and designation.....

Date.....

Name and seal of the Applicant/ Lead Member.....



ANNEX-I

Details of Applicant

1. Name:
  - (a) Country of incorporation:
  - (b) Address of the head office and its branch office(s):
  - (c) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:  
.....  
.....  
.....  
.....  
.....
3. Details of individual(s) Contact person:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.

(b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6 (g) should be attached to the Application.

(c) Information regarding the role of each Member should be provided as per table below:

<b>Sl. No.</b>	<b>Name of Member</b>	<b>Role* {Refer Clause 2.2.5 (b)}</b>	<b>Percentage of equity in the Consortium {Refer Clauses 2.2.5 (a) and (d) }</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			

\* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with i Appendix--IV.

(d) The following information shall also be provided for each Member of the Consortium:

<b>No</b>	<b>Criteria</b>	<b>Yes</b>	<b>Yes No</b>
1.	Has the Applicant/ constituent of the Consortium been barred by the [National] Government, or any entity controlled by it, from participating in any project		
2.	If the answer to "1" is yes, does the bar remain in force as on the date of Application?		

**ANNEX-II**  
**Technical Capacity of the Applicant**  
**Annexure II-A (Experience-1)**

**General Experience as Developer Contractor, Supplier, Financier, Consultant etc.as per Sub Clause  
3.2(1.1) undertaken in last 3 years**

(Year.....to Year.....)

No	Name and address of employer/client	Date of award of contract	Experience detail	Start Date & Completion Date
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Note:

- (i) In case of consortium, provide experience detail for each member of the consortium.
- (ii) Add separate/additional sheet if necessary
- (iii) The data provided above need to be supported by the attested certificate issued by the competent authority of the employer/Client

**ANNEX-II**  
**Technical Capacity of the Applicant**  
**Annexure II-B (Experience-2)**

**General Experience on RETs sector and MSW management as a developer, consultant, or contractor as per Sub Clause 3.2(1.1) undertaken in last 3 years**

(Year.....to Year.....)

No	Name and address of employer/client	Date of award of contract	Experience detail	Start Date & Completion Date
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Note:

- (iv) In case of consortium, provide experience detail for each member of the consortium.
- (v) Add separate/additional sheet if necessary
- (vi) The data provided above need to be supported by the attested certificate issued by the competent authority of the employer/Client

**ANNEX-II**  
**Technical Capacity of the Applicant**  
**Annexure II-C (Experience-3)**

**Specific Experience in the field of similar WtE Project as a technology Provider or Developer or Operator as per Sub Clause 3.2(1.1) undertaken in last 3 years**

(Year.....to Year.....)

No	Name and address of employer/client	Date of award of contract	Experience detail	Start Date & Completion Date	Role
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Note:

- (vii) In case of consortium, provide experience detail for each member of the consortium.
- (viii) Add separate/additional sheet if necessary
- (ix) The data provided above need to be supported by the attested certificate issued by the competent authority of the employer/Client
- (x) If the Applicant is neither a Technology Provider nor a Developer/Operator of WtE Plant, Applicant should submit an authorization letter from a similar WtE Technology Provider for supply of the Technology and the WtE Technology provider's experience details.

**ANNEX-II**  
**Technical Capacity of the Applicant**  
**Annexure II-D (Technical Proposal)**  
**Technical Proposal as per Sub Clause 3.2(1.2)**

The Technical Proposal shall include the following in accordance with the requirement of the TOR to complete the Project:

1. Preliminary Assessment of project requirement and proposed WtE technology options suitable for the project based on the site visit, immediate and future Project requirements, Feasibility Study Report and the Applicant's own assessment.
2. Description of the approach, methodology for planning, development, design, construction and installation, operation and handover of the Project facility for each activity of the scope of work detailed in the RFQ.
3. Description of Project program and organization for meeting the RFQ requirement of DPR preparation, Concession Agreement, Design, Supply, Installation and operation and handover of the WtE Facility.

**ANNEX-II**  
**Technical Capacity of the Applicant**  
**Annexure II-D (Technical Proposal)**  
**Qualification and Experience of proposed Key Experts as per Sub Clause 3.2(1.3)**  
**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	{e.g., TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained} \_\_\_\_\_

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>

**Membership in Professional Associations and Publications:**

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

**Adequacy for the Assignment:**

<p><b>Detailed Tasks Assigned on Applicant’s Team of Experts:</b></p>	<p><b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b></p>
<p><b>{List all deliverables/tasks as in which the Expert will be involved}</b></p>	

**Experts contact information :** (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Authority.

{day/month/year}

---

Name of Expert

Signature

Date

{day/month/year}

---

Name of authorized

Signature

Date

Representative of the Applicant

(the same who signs the Proposal)



**ANNEX-III**  
**Financial Capacity of the Applicant**  
**Annexure III-A**

(Annual Turnover, Paid Up Capital and Net Worth per Sub Clause 3.2(2.1 &2.2))

Applicant	Annual Turnover			Average Annual Turnover	Paid Up Capital	Net Worth
	Year -1	Year 2	Year -3			
Single Entity Applicant						
Consortium Applicant						
Consortium Member-1						
Consortium Member-1						
Consortium Member-1						
<b>Total</b>						

Note:

- (i) An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant shall be ignored.
- (ii) The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements for 3 (three) years preceding the Application Due Date.
- (iii) The Applicant shall provide an Auditor's Certificate specifying the net worth

**ANNEX-III**  
**Financial Capacity of the Applicant**  
**Annexure III-B**  
(Credit Facilities as per Sub Clause 3.2(2.3))

Specify sources of available Credit Facilities to meet the Project’s cash flow requirements.

Applicant	Source of finance	Amount (NRs equivalent)
Single Entity Applicant		
Consortium Applicant		
Consortium Member-1		
	Sub total	
Consortium Member-2		
	Sub total	
Consortium Member -3		
	Sub total	
Grand Total		

Note:

- (i) An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant shall be ignored.
- (ii) The Applicant/ its constituent Consortium Members shall attach letter of the Financial Institution (Commercial Bank) issuing the Credit Facilities.

**ANNEX-III**  
**Financial Capacity of the Applicant**  
**Annexure III-C**

(Financing and Investment Proposal as per Sub Clause 3.2(2.4))

The Financial and Invest Proposal shall include description regarding the tentative Project Cost, estimated cash flow requirement and the resources to meet the estimated cash flow requirement.

**ANNEX-IV**  
**Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)*

Date:

To,

.....  
.....

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFQ document.

We have agreed that ..... (Insert member's name) will act as the Lead Member of our consortium.\*

We have agreed that ..... (Insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the RFQ. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours Sincerely,

Authorized Signature.....

Name and designation.....

Date:.....

For and on behalf of.....

\* Please strike out whichever is not applicable

**APPENDIX-II**  
**Power of Attorney for signing of Application**  
*(Refer Clause 2.2.4)*

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), .....and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our Request For proposal for the ..... Project proposed by the ..... (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in Pre- Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Financial proposal, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For

.....

(Signature, name, designation and address)

Witnesses:

1.....

2. ....

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

**APPENDIX-III**

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

*(Refer Clause 2.2.4)*

Whereas the ..... (“the Authority”) has invited applications from interested parties for the ..... Project (the “Project”).

Whereas, ....., ....., .....and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said attorney yin exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

- 1.
- 2.

.....  
(Executants)

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

APPENDIX-IV  
Joint Bidding Agreement  
(Refer Clause 2.2.5(VI))

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ....., 20.....

**AMONGST**

1. {..... Limited, a company incorporated under the \_\_\_\_\_} and having its registered office at ..... (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

1. {..... Limited, a company incorporated under the \_\_\_\_\_} and having its registered office at ..... (hereinafter referred to as the **"Second Part"** which expressions hall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. {..... Limited, a company incorporated under \_\_\_\_\_ and having its registered office at ..... (hereinafter referred to as the **"Third Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)}The above mentioned parties of the FIRST, SECOND, and {THIRD} PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

**WHEREAS**

- (A).....Municipality, established under the, represented by its ..... and having its principal offices at \_\_\_\_\_ ] (hereinafter referred to as the **"Authority"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Applications"**) by its Request for Qualification No. .... dated .....(the **"RFQ"**) for qualification and selection of **Developer** or development and operation/ maintenance of \*\*\*\*\* Project (the **"Project"**) through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other Request For Proposal (**RFP**) Document in respect of the Project, and
- (C) It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

**2. Consortium**



2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this WtE Project, either directly or indirectly .

### **3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Developer and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the ----- . For entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

### **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) (Here mention the Role & Responsibility of each member.)

### **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

### **6. Shareholding in the SPV if \_\_\_\_\_**

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

6.2 The Parties undertake that a minimum of 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification and selection of Developer for the Project in terms of the RFQ.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid-up equity share capital of SPV equivalent to at least 5% (five percent) of the Total Project Cost.

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material, adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

**9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of Nepal.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
LEAD MEMBER by:  
(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
SECOND PART by:  
(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
THIRD PART by:  
(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:  
1.  
2.