

**Selection of Concessionaire for**

**Primary and Secondary Collection and Transportation, and Processing and Disposal of Municipal Solid Waste for [Project Area] including Bio-Remediation of Legacy Waste, and setting up of Sanitary Landfill and Processing Facility(ies) at [Site(s) identified],**

**under**

**Hybrid Annuity Model of**

**Public-Private Partnership**

Request for Proposals

**[Name of the State] Department of [Urban Development] [Name of the Authority]**

**[Month, 20\*\*]**

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**DISCLAIMER**

The information contained in this Request for Proposals docu  Applicants, whether verbally or in documentary or any other form by or on behalf of the State Government and the Authority or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the State Government and the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the State Government and the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the State Government and the Authority, their employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The State Government and the Authority accept no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The State Government and the Authority, their employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The State Government and the Authority also accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The State Government and the Authority may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the State Government and the Authority are bound to select an Applicant or to appoint the Selected Bidder, as the case may be, for the Project and the State Government and the Authority reserve the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the State Government or the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the State Government or the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**GLOSSARY**

|  |  |
| --- | --- |
| **Applicant** | As defined in Clause 2.1.1 |
| **Associate** | As defined in Clause 2.3.3 |
| **Authorised Representative** | As defined in Clause 2.13.2 |
| **Authority** | As defined in Clause 1.1.1 |
| **Base Energy Tariff Rate** | As provided in Clause 3.3.1 |
| **Bid Price** | As provided in Clause 3.3.1 |
| **Bid Price Sheet** | As provided in Form-2 of Appendix-II |
| **Bid Security** | As defined in Clause 2.20.1 |
| **Coercive Practice** | As defined in Clause 4.3 |
| **Concession Agreement** | As defined in Clause 1.1.2 |
| **Concessionaire** | As defined in Clause 1.1.2 |
| **Conditions of Eligibility** | As defined in Clause 2.2.1 |
| **Conflict of Interest** | As defined in Clause 2.3.1 |
| **Corrupt Practice** | As defined in Clause 4.3 |
| **CV** | Curriculum Vitae |
| **DBFOT** | Design, Build, Finance, Operate and Transfer |
| **Documents** | As defined in Clause 2.12 |
| **Eligible Assignments** | As defined in Clause 3.1.4 |
| **Financial Proposal** | As defined in Clause 2.15.1 |
| **Fraudulent Practice** | As defined in Clause 4.3 |
| **HAM** | Hybrid Annuity Model |
| **INR, Re, Rs.** | Indian Rupee(s) |
| **Joint Bidding Agreement** | As defined in Clause 2.16.8 |
| **Joint Venture/Consortium** | As defined in Clause 2.1.1 |
| **Key Personnel** | As defined in Clause 2.1.4 |
| **Lead Member** | As defined in Clause 2.16.8 |
| **LOA** | Letter of Award as defined in Clause 2.28 |

|  |  |
| --- | --- |
| **Member** | As defined in Clause 2.3.3 |
| **Net Worth** | As provided in Clause 2.16.4 |
| **Official Website** | As defined in Clause 1.11.2 |
| **PPP** | Public Private Partnership |
| **Professional Personnel** | As defined in Clause 2.14.6 |
| **Prohibited Practices** | As defined in Clause 4.1 |
| **Project** | As defined in Clause 1.1.1 |
| **Project Area** | As defined in Clause 1.1.1 |
| **Proposal** | As defined in Clause 1.2 |
| **Proposal Due Date or PDD** | As defined in Clauses 1.8 and 2.17 |
| **RFP** | As defined in Disclaimer |
| **Selected Bidder** | As defined in Clause 1.6 |
| **Selection Process** | As defined in Clause 1.6 |
| **Site(s)** | As defined in Clause 1.1.1 |
| **Statutory Auditor** | An Auditor appointed under Applicable Laws |
| **Subject Person** | As defined in Clause 2.3.3 |
| **Support Personnel** | As defined in Clause 2.14.6 |
| **Taxes** | means all taxes, levies, imposts, cesses, duties and other forms of taxation, including (but without limitation) income tax, goods and services tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, stamp duty or capital duty, and any interest, surcharge, penalty or fine in  connection therewith which may be payable by the Concessionaire. |
| **Technical Proposal** | As defined in Clause 2.14.1 |
| **Total Evaluated Bid Price** | As provided in Clause 3.3.1 |
| **Undesirable Practice** | As defined in Clause 4.3 |
| **US$** | United States Dollar |

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

# Invitation for Proposals

## INTRODUCTION

* 1. **Background**
     1. The State Department of [Urban Development] of [Name of the State] acting through \*\*\*\* and represented by \*\*\*  **State Government** 

\*\*\*1] acting through \*\*\*\* and represented by \*\*\* (the **Authority** ) are engaged in the development of integrated solid waste management projects and bio-remediation of legacy waste and as part of this endeavour, the State Government and the Authority have decided to undertake development and operation of integrated solid waste management system and reclamation of land through bio-

**Project ** by seeking private sector participation on Public Private

 **PPP **    the Project within the [jurisdiction of the Authority] (the ) and on the site(s) identified by the Authority for the implementation **Site(s)** ) on Hybrid Annuity Model (the ) through PPP on Design, Build, Finance, Operate and Transfer (the "**DBFOT**") basis. The indicative cost of the Project is [Rs. \*\*\*\* Cr. (Rupees \*\*\*\* Crore)].

* + 1. The Project may be awarded on DBFOT basis to a private entity  **Concessionaire ** through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the State Government and the Authority and the **Concession Agreement**
    2. In pursuance of the above, the Authority has decided to carry out the process for selection of a Concessionaire for implementation of the Project in accordance with the Concession Agreement.

## Request for Proposals

The State Government and the Authority invite p**Proposals** implementation of the Project in conformity with the Concession Agreement. The State Government and the Authority intend to select the Concessionaire through an open competitive bidding process in accordance with the procedure set out herein.



## Due diligence by Applicants

Applicants 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 Site(s), sending

1 In case the Project is to be developed for a cluster of municipalities, one representative Municipality to be the Authority. The Municipal Corporation may also enter into inter-LSGI (Local Self Government Institution) agreements and represent other Participating Local Bodies (PLBs) as the Authority in a cluster-based approach.

written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

## Obtaining RFP Document

RFP document can be downloaded from the Official Website and the [Name of the State of the Project] Public Procurement Portal [URL of the Public Procurement Portal] from [insert date].

## Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 (ninety) days from the Proposal Due Date

**PDD** ).



## Brief description of the Selection Process

The State Government and the Authority have adopted a single-stage two envelope selection process **Selection Process** bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected f **Selected Bidder** Applicant will be kept in reserve.

## Currency conversion rate and payment

* + 1. For the purposes of technical evaluation of Applicants, the conversion rate of the currencies shall be the State Bank of India Telegraphic Transfer Buy rates published by the State Bank of India prevalent on the Proposal Due Date, and the amount so derived in US$ shall be converted into INR at the aforesaid rate.
    2. All payments to the selected Concessionaire shall be made in INR in accordance with the provisions of this RFP. The Concessionaire may convert INR into any foreign currency as per applicable laws and the exchange risk, if any, shall be borne by the Concessionaire.

## Schedule of Selection Process

The State Government and the Authority would endeavour to adhere to the following schedule:



|  |  |  |
| --- | --- | --- |
|  | **Event Description** | **Date** |
| 1. | Last date for receiving queries/clarifications |  |
| 2. | Pre-Proposal Conference |  |
| 3. | Authority response to  queries |  |
| 4. | Proposal Due Date or PDD |  |
| 5. | Opening of Proposals |  |
| 6. | Letter of Award (LOA) | Within 15 days of PDD |
| 7. | Signing of Concession Agreement | Within 7 days of LOA |
| 8. | Validity of Proposals | 90 days of PDD |

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

Prospective Applicants may visit the Site(s) and review the available data at any time prior to PDD. For this purpose, they will provide at least [two] 

\*\*\*\*\*

\*\*\*\*\*

Phone: \*\*\*\*\* Mobile: \*\*\*\*\* Email: \*\*\*\*\*

[However, for the convenience of the Applicants, a pre-Proposal visit to the Site(s) has been arranged on \*\*\*\*\*, at \*\*\* hrs. The Applicants who desire to avail this facility may visit \*\*\*\*\* on the date and time mentioned above.]

## Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be: Date: \*\*\*\*\*

Time: \*\* hours Venue: \*\*\*\*\*

## Communications

* + 1. All communications relating to the submission of Proposal should be addressed to:

\*\*\*\*\*

Address: \*\*\*\*\* Phone: \*\*\*\*\* Email: \*\*\*\*\*

* + 1. The **Official Website** of the Authority is:

[http://www.](http://www/)



documents related to this RFP.

This RFP is also available at the [Name of the State] Public Procurement Portal \*\*\*\*\*

\*\*\*\*\*

## INSTRUCTIONS TO APPLICANTS

1. **GENERAL**

## Scope of Proposal

* + 1. Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Project are specified in this RFP. For determining the eligibility of Applicants for their technical-qualification hereunder, the following shall apply:

(a) **Applicant Joint**

**Venture Consortium** e may be, coming together to implement the Project. However, no Applicant applying individually or as a member of a Joint Venture/Consortium, as the case may be, can be a member of another Joint Venture/Consortium. The term Applicant used herein would apply to both a single entity and a Joint Venture/Consortium.

(b) An Applicant should either be a company within the meaning of Companies Act, 2013 or duly incorporated under the relevant laws of its country of origin, or a registered partnership firm under Indian Partnership Act, 1932, or a limited liability partnership under Limited Liability Partnership Act, 2008, or a partnership firm registered under the relevant laws of its country of origin, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/ Consortium. A Joint Venture/Consortium shall be eligible for consideration subject to the conditions set out in this RFP.

* + 1. Applicants are advised that the selection of Concessionaire shall be on the basis of an evaluation by the State Government and the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the State Government and the Authority decisions are without any right of appeal whatsoever.
    2. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The technical proposal shall be submitted in the form at Appendix-I and the financial proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into the Concession Agreement with the State Government and the Authority in the form at Schedule-I.

## Key Personnel

The Applicant shall offer and make available all key personnel meeting the requirements and for discharging the responsibilities **Key Personnel**2

|  |  |
| --- | --- |
| **Key Personnel** | **Responsibilities** |
| **[Team Leader]** | [He will lead, co-ordinate and supervise the multidisciplinary team for implementation of the Project. He shall spend at least [30 (thirty) days per quarter] at the Site(s).] |
| **[Safety Expert]** | [He will be responsible to ensure compliance of the Project with the safety standards under applicable laws and good industry practice. He shall spend at least [10 (ten) days per month] at the Site(s).] |
| **[Financial Analyst]** | [He will be responsible for financial analysis and modeling of the proposed Project. He shall spend at least [2 (two) per month] days at the Site(s).] |
| **[Environmental Expert]** | [He will be responsible for Environmental Impact Assessment of the Project. He shall spend at least [7 (seven) days per month] at the Site(s).] |

## Conditions of Eligibility of Applicants

2.2.1.     **Conditions of**

**Eligibility **  osals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

* + 1. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

1. **Technical Capacity**: The Applicant shall have, over the past [10 (ten) years] preceding the PDD, undertaken a minimum of [5 (five)] Eligible Assignments as specified in Clause 3.1.4.
2. **Financial Capacity**: The Applicant shall have the Financial Capacity as specified in Clause 3.1.5.
3. **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (D) below. The said Key Personnel will continue to be available during the Concession Period as agreed under the Concession Agreement. In the event of any such Key Personnel leaving the Applicant selected under this RFP during the Concession Period, he/she shall be replaced by a person with equivalent qualification and experience.

2 The key personnel, their number and responsibilities are subject to modification.

1. **Conditions of Eligibility for Key Personnel:** EacSch of the Key Personnel must fulfill the Conditions of Eligibility specified below3:

|  |  |  |  |
| --- | --- | --- | --- |
| **Key Personnel** | **Educational Qualification** | **Length of Professional Experience** | **Experience on Eligible Assignments** |
| **[Team Leader]** | [Post-Graduate in any discipline] | [10 years] | [He should have led the Project implementation teams for [2 (two)] Eligible Assignments.] |
| **[Safety Expert]** |  | [7 years] | [He should have led the safety compliance teams or worked as a sole expert for [2 (two)] Eligible  Assignments.] |
| **[Financial Analyst]** | [Post Graduate in Commerce/ Chartered Accountant or  equivalent] | [7 years] | [He should have undertaken financial analysis and modelling for [2 (two)] Eligible Assignments] |
| **[Environmental Expert]** | [Masters/ Bachelor in Environmental Science or equivalent] | [7 years] | [He should have led the environmental impact assessment teams or worked as a sole expert for [2 (two)] Eligible Assignments.] |

* + 1. The Applicant shall enclose with its Proposal, certificate(s) from its statutory auditors$ stating its Financial Capacity. In case the Applicant is a Joint Venture/Consortium, the Proposal must be accompanied with the details of each Member and Associate of the Joint Venture/Consortium whose Financial Capacity is considered for evaluation as provided in Clause 3.1.5. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of chartered accountants that ordinarily audits the annual accounts of the Applicant.
    2. The Applicant should submit a power of attorney as per the format at Form-4 of Appendix-I.
    3. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its associate.
    4. An Applicant or its associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial

3 The conditions of eligibility of key personnel are subject to modification.

$ No separate annual financial statements should be submitted.

pronouncement or arbitration award against the Applicant or its associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its associate.

* + 1. While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

## Conflict of Interest

* + 1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Project

**Conflict of Interest**flict of Interest shall be disqualified. In the event of disqualification, the Authority or the State Government shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority or the State Government for, *inter alia*, the time, cost and effort of the Authority and the State Government   other right or remedy that may be available to the Authority and the State Government hereunder or otherwise.



* + 1. The State Government and the Authority require that the Concessionaire provides professional, objective, and impartial advice and at all times hold the State Government and the Authority interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Concessionaire shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the State Government and the Authority.
    2. Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
       1. the Applicant, its Joint Venture/C  **Member **  constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium

member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section

(72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the

   **Subject**

**Person ** the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

* + - 1. a constituent of such Applicant is also a constituent of another Applicant; or
      2. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
      3. such Applicant has the same legal representative for purposes of this Proposal as any other Applicant;
      4. or such Applicant has a relationship with another Applicant, directly or through common third



influence the Proposal of either or each of the other Applicant; or

* + - 1. there is a conflict among this and other ongoing Projects of the Applicant (including its personnel of the proposed team) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Concessionaire will depend on the circumstances of each case. During the implementation of this Project, the Concessionaire shall not take up any Project that by its nature will result in conflict with the present Project; or
      2. the Applicant, its Member or Associate (or any constituent thereof) for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the Applicant, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub- contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72)

of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the **Associate** ). As used in this

   hich is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract. For the avoidance of doubt, an entity affiliated with the Concessionaire shall include a partner in the

id

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

## Number of Proposals

No Applicant or its Associate shall submit more than one Proposal for the Project. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any Joint Venture/Consortium, as the case may be.

## Cost of Proposal

The Applicants 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, Site(s) etc. The State Government or the Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## Site(s) visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Site(s) and ascertaining for themselves the Site(s) conditions, traffic, location, surroundings, climate, access to the Site(s), availability of drawings and other data with the State Government and the Authority, Applicable Laws and regulations or any other matter considered relevant by them. [Visits shall be organised for the benefit of prospective Applicants on dates, time and venue as specified in Clause 1.9.]

## Acknowledgement by Applicant

* + 1. It shall be deemed that by submitting the Proposal, the Applicant has:
       1. made a complete and careful examination of the RFP;
       2. received all relevant information requested from the State Government and the Authority;
       3. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the State Government or the Authority or relating to any of the matters referred to in Clause 2.6 above;
       4. satisfied itself about all matters, things and information, including matters referred to in Clause

2.6 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;

* + - 1. acknowledged that it does not have a Conflict of Interest; and
      2. agreed to be bound by the undertaking provided by it under and in terms hereof.
    1. The State Government or the Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the State Government or the Authority.

## Right to reject any or all Proposals

* + 1. Notwithstanding anything contained in this RFP, the State Government and the Authority reserve the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
    2. Without prejudice to the generality of Clause 2.8.1, the State Government and the Authority reserve the right to reject any Proposal if:
       1. at any time, a material misrepresentation is made or discovered, or
       2. the Applicant does not provide, within the time specified by the State Government and the Authority, the supplemental information sought by the State Government and the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is a Joint Venture/Consortium, then the entire Joint Venture/Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the State Government and the Authority reserve the right to consider the next best Applicant, or take any other measure as may

be deemed fit in the discretion of the State Government and the Authority, including annulment of the Selection Process.

# DOCUMENTS

## Contents of the RFP

* + 1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

## Request for Proposal

|  |  |
| --- | --- |
| 1. | Introduction |
| 2. | Instructions to Applicants |
| 3. | Criteria for Evaluation |
| 4. | Fraud and Corrupt Practices |
| 5. | Pre-Proposal Conference |
| 6. | Miscellaneous |
| **A.** | **Appendices** |
|  | **Appendix-I: Technical Proposal** |
| 1 | Form-1: Letter of Proposal |
| 2 |  |
| 3 | Form-3: Statement of Legal Capacity |
| 4 | Form-4A: Power of Attorney for signing of Proposal  Form-4B: Power of Attorney for Lead Member of Joint Venture/Consortium |
| 5 | Form-5: Financial Capacity of the Applicant |
| 6 | Form-6: Particulars of Key Personnel |
| 7 | Form-7: Proposed Methodology, Technology and Work Plan |
| 8 | Form-8: Proforma of Bank Guarantee for Bid Security |

|  |  |
| --- | --- |
| 9 | Form-9: Format for Joint Bidding Agreement |
| 10 | Form-10: Abstract of Eligible Assignments of the Applicant |
| 11 | Form-11: Abstract of Eligible Assignments of Key Personnel |
| 12 | Form-12: Eligible Assignments of the Applicant |
| 13 | Form-13: Eligible Assignments of Key Personnel |
| 14 | Form-14: Curriculum Vitae (CV) of Key Personnel and Professional Personnel |
| 15 | Form-15: Deployment of Personnel |
| 16 | Form 16: Survey and Field Investigations |
| 17 | Form-17: Format of Self-Attested Certificate regarding Associate |
| 18 | Form-18: Format of Information on Litigation |
|  | **Appendix II: Financial Proposal** |
| 1 | Form 1: Covering Letter |
| 2 | Form 2: Format for Bid Price Sheet |
| 3 | Form 3: Letter of Declaration |
| 4 | Form 4: Declaration Format |

* 1. **Submission of queries by the Applicants**
     1. Applicants requiring any clarification on the RFP may send their queries to the State Government and the Authority in writing via e-mail before the date mentioned in the Schedule of Selection Process at Clause 1.8, under the e-mail subject:

Queries concerning RFP for [Name of



The State Government and the Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. The State Government and the Authority will post the reply to all such queries on the Official Website of the Authority as provided in Clause 1.11.2 and copies thereof will also be

circulated to all Applicants who have sent the queries to the RFP document without identifying the source of queries.

* + 1. For the purposes of determining the cut-off time for submission of queries and Proposals, the central server time displayed on the clock on the [Name of the State] Public Procurement Portal will be followed by the Applicants, the State Government and the Authority.
    2. The State Government and the Authority reserve the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the State Government or the Authority to respond to any question or to provide any clarification.

## Amendment of RFP

* + 1. At any time prior to the deadline for submission of Proposal, the State Government and the Authority may, for any reason, whether at their own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website of the Authority and by conveying the same to the prospective Applicants (who have sent queries in respect of the RFP document) by e-mail.
    2. The amendments will also be posted on the Official Website of the Authority along with the revised RFP containing the amendments and will be binding on all Applicants.
    3. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the State Government and the Authority may, at their discretion, extend the Proposal Due Date$.

## PREPARATION AND SUBMISSION OF PROPOSAL

* 1. **Language**

   **Documents **

relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

$ While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

## Format and signing of Proposal

* + 1. The Applicant shall provide all the information sought under this RFP. The State Government and the Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
    2. The Proposal shall be typed and all supporting documents (submitted online or in hard-copy) shall be signed by the authorised representative  **Authorised Representative** of the Applicant who shall initial each page, in blue ink. For the purposes of this RFP, the Authorised Representative shall be:
       1. a partner, in case of a partnership firm and/or a limited liability partnership; or
       2. a duly authorised person holding the Power of Attorney, in case of a limited company or a corporation; or
       3. the authorised representative of the Joint Venture/Consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall be annexed to the Proposal.

* + 1. Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the State Government or the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the State Government and the Authority reserve the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

## Technical Proposal

* + 1. Applicants shall submit the technical proposal in the formats at Appendix-I (the **Technical Proposal **
    2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
       1. The Bid Security is provided;
       2. All forms are submitted in the prescribed formats and signed by the prescribed signatories;
       3. Power of Attorney, if applicable, is executed as per Applicable Laws;
       4. CVs of all Professional Personnel have been included;
       5. Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
       6. No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
       7. The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Unsigned / countersigned CVs shall be rejected;
       8. The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
       9. Professional Personnel proposed have good working knowledge of English language;
       10. Key Personnel would be available for the entire Concession Period;
       11. No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and
       12. The proposal is responsive in terms of Clause 2.22.3.
    3. Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
    4. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Concession Agreement, he shall be liable to be debarred for any future assignment of the State Government and the Authority for a period of 5 (five) years. The award of the Project to the Applicant may also be liable to cancellation in such an event.
    5. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

## The Professional Personnel

their respective areas of ex**Support Personnel** the Concessionaire should be able to complete the Project within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Project. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.

* + 1. The State Government and the Authority reserve the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the State Government or the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the State Government or the Authority thereunder.
    2. 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, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Award or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the Letter of Award 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 State Government and the Authority without the State Government or the Authority being liable in any manner whatsoever to the Applicant or Concessionaire, as the case may be.

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

## Financial Proposal

* + 1. Applicants shall submit the financial proposal in the formats at Appendix-  **Financial Proposal ** the details of the cost of the Project in both figures and words, in Indian



between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

* + - 1. The Financial Proposal submitted by the Applicant shall comprise the Financial Proposal provided in Appendix II of this RFP.
      2. The Applicants shall quote in the Bid Price Sheet, for the Project, the: (a) capital cost (including all Taxes); (b) O&M Charges for the first month after COD (including all Taxes);
      3. Guaranteed Energy Consumption for the O&M Period; and (d) land requirement. Based on these components quoted by an Applicant, the Bid Price will be calculated by the system using the formula set out in the Bid Price Sheet.

1. The Applicant shall quote only one figure for any of the components of the Bid Price after all discounts the Applicant wishes to offer on any or all of the components of the Bid Price.
2. If the Applicant: (a) quotes more than one figure for any of the components of the Bid Price;

(b) offers a discount on any or all of the components of the Bid Price; then the Financial Proposal of such Applicant will be deemed to be non-responsive.

* + 1. While submitting the Financial Proposal, the Applicant shall ensure the following:
       1. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non- responsive and liable to be rejected.
       2. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
       3. Costs (including break down of costs) shall be expressed in INR.

In case the annual accounts for the last financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect, certified by the Statutory Auditor/ Chartered Accountant. In such a case, the Applicant shall provide the audited annual reports for the financial year preceding the latest financial year for which the audited annual report is not being provided.

* + 1. Applicants may like to ascertain availability of excise/custom duty exemption benefits available in India to the contracts financed under loans/credits obtained under external assistance. They are solely responsible for obtaining such benefits which they have considered in their Proposal and in case of failure to receive such benefits for reasons whatsoever, the State Government and the Authority will not compensate the Applicant. The Applicant shall furnish along with his Proposal a declaration to this effect in the Declaration Format provided in Form-4 of Appendix-II of this RFP.
    2. Where the Applicant has quoted taking into account such benefits, it must give all information required for issue of certificates in terms of the Government of India Central Excise Notification and Customs Notification as stipulated in Form-4 of Appendix-II of this RFP. In case the Applicant has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the goods/equipment for which certificate is required is Nil.
    3. To the extent the State Government and the Authority determine the quantities indicated therein are reasonable keeping in view the proposed methodology and work plan, the certificates will be issued, and no subsequent changes will be permitted. The certificate will be issued within [60 (sixty)] days of signing of the Concession Agreement for material, equipment and machinery.
    4. If the Applicant has considered the customs/excise duty exemption for materials/construction equipment to be bought for the work, the Applicant shall confirm and certify that the State Government and the Authority will not be required to undertake any responsibilities of the Schemes of Government of India or the said exemptions being available during the contract execution, except issuing the required certificate.
    5. The Proposals which do not conform to the above provisions or any condition by the Applicant which makes the Proposal subject to availability of customs duty/Tax exemption for materials/construction equipment or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected.
    6. Any delay in procurement of the construction equipment /machinery/goods as a result of the above shall not be entertained as a reason for granting any extension of time.

## Submission of Proposal

* + 1. E-Tendering Process
       1. The Selection Process will be conducted by way of e-tendering. In order to participate in the Selection Process, an Applicant must procure a digital signature certificate (class II or III) and register on the [Name of the State] Public Procurement Portal using its digital signature. A digital signature certificate may be procured from a registered certifying authority as stipulated by Controller of Certifying Authorities, Government of India.
       2. In case of a Consortium, the Applicant must register with the [Name of the State] Public Procurement Portal in the name of the Authorized Representative as provided in Clause 2.13.2, using the digital signature certificate issued in the name of the authorized signatory of the Authorized Representative.
       3. The Applicants are encouraged to visit the e-Procurement Portal to acquaint themselves with the process of submitting their Proposals online.
       4. The Applicants shall upload the soft copy/scanned copy of the completed Proposal on or before the specified time on the Proposal Due Date on the [Name of the State] Public Procurement Portal. Proposals submitted by any other means including by post, fax, telex, telegram or e-mail shall not be entertained.
       5. Proposal shall contain an index of submissions. Each page of the submission shall be initialled by the Authorized Representative of the Applicant as per the terms of the RFP. In case the Proposal is submitted on the document downloaded from the Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the State Government and the Authority and shall ensure that there are no changes caused in the content

of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the State Government and the Authority, the latter shall prevail. In case of any discrepancy between the RFP documents uploaded on the [Name of the State] Public Procurement Portal and the Official Website of the Authority, the former shall prevail.

* + - 1. While uploading the Proposal on the [Name of the State] Public Procurement Portal, the Applicant must ensure that files containing the Proposal and scanned copies of the Bid Security are uploaded separately under the relevant heads in a PDF format. The Applicant shall be required to fill all mandatory forms and fields indicated in the [Name of the State] Public Procurement Portal at the time of uploading its Proposal.
      2. Upon submitting the Technical Proposals and the Financial Proposals on the [Name of the State] Public Procurement Portal, the Applicants must affix their digital signature to the Technical Proposal and the Financial Proposal.
      3. The Applicants should ensure the legibility of the documents uploaded to the [Name of the State] Public Procurement Portal.
      4. The Applicant shall upload the Proposal sufficiently before the specified time on the Proposal Due Date to avoid any technical issues or malfunction in the network caused by heavy traffic of Applicants on the Proposal Due Date. The State Government and the Authority will not be responsible for any failure, malfunction or breakdown of the electronic system of the [Name of the State] Public Procurement Portal during the uploading process.
      5. The Applicant should check the system generated summary of its Proposal submission to confirm successful uploading of its Proposal.
      6. All Proposals uploaded to the [Name of the State] Public Procurement Portal will be encrypted and the encrypted Proposals can only be opened by the authorised representatives of the State Government and the Authority at or after the specified time for opening of the Proposals.
      7. Each Applicant shall also submit a hard copy of the original Bid Security, Power of Attorney, Joint Bidding Agreement, Sub-contractor Undertaking (if applicable) to the Authority, before the Proposal Due Date.
      8. It is clarified that the Applicant will not be required to submit a hard copy of its Financial Proposal, and if a hard copy of the Financial Proposal is submitted, then the Proposal submitted by such Applicant shall be rejected as being non-responsive.
      9. The Applicant will contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Applicant/Lead Member. Any interlineations, erasures, or overwriting will be valid only if they are signed by the

authorized signatory of the Applicant/Lead Member.

* + - 1. The hard copy of the Bid Security, Power of Attorney, Joint Bidding Agreement, Sub- contractor Undertaking (if applicable), etc. will be duly sealed in an envelope, which will be super-scribed as:

CT FOR DEVELOPMENT AND OPERATION OF INTEGRATED SOLID WASTE MANAGEMENT AND RECLAMATION OF LAND THROUGH BIO-

REMEDIATION OF LEGACY WASTE TECHNICAL PROPOSAL

* + - 1. The sealed envelope containing the Bid Security, Power of Attorney, Joint Bidding Agreement, etc., will clearly indicate the name, address and contact details of the Applicant. If the envelope is not sealed, marked and submitted as instructed in Clause 2.16.1, The State Government or the Authority assumes no responsibility for the misplacement or premature opening of the contents of the envelope and consequent losses, if any, suffered by the Applicant.
      2. The hard copy of the Bid Security, Power of Attorney, Joint Bidding Agreement, etc. will either be hand delivered or sent by registered post acknowledgement due or courier to the address provided in Clause 1.11.
      3. The State Government or the Authority will not be responsible for any delays, loss or non- receipt of Proposals.
    1. The Technical Proposal shall contain:
       1. Application in the prescribed format provided in Appendix-I and supporting Documents;
       2. Bid Security as specified in Clause 2.20.1;
       3. Incorporation certificate of the company / proof of company registration document / memorandum of association;
       4. Copy of Agreement and letter of award/work order of the client for which technical capacity is claimed;
       5. Certificate(s) (completion or currently operating, as the case may be) from its concerned

     capacity of project (or quantity processed till date in case of currently running project) including performance of the Applicant for the work completed during the contract period of the project in respect of the projects whose experience is claimed:

* + - * 1. Performance certificate should be issued from the concerned client(s) (certificate issued by the commissioner or equivalent officer) shall only be considered; and
        2. In case a particular work/contract has been jointly executed by the Applicant (as part of a Joint Venture/Consortium), it should further support its claim for the share in work done for that particular work/contract.
    1. The Financial Proposal shall contain the financial proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II). It shall be supplemented with:
       1. Certificate(s) specifying the net worth of the Applicant at the close of the preceding financial year from the PDD and specifying the methodology adopted for calculating such net worth.
       2. Copy of the latest GST Return filed/ Copy of PAN Card. Not applicable for foreign Applicant.
       3. GSTIN number; not applicable for foreign Applicant.



* + - * 1. **In case of a company**: the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and
        2. **In case of any other entity/body corporate**: the aggregate value of the paid-up capital and reserves of such entity, after deducting the aggregate value of the intangible assets.
    1. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts, etc., will be entertained.
    2. The rates quoted shall be firm throughout the period of performance of the Project up to discharge of all obligations of the Concessionaire under the Concession Agreement.
    3. Copy of Technical Proposal including original Bid Security, Power of Attorney, Joint Bidding Agreement and other documents that cannot be submitted online, should be put in separate sealed envelopes and the sealed envelopes together with the documents listed in Technical Proposal shall be sealed in another cover and delivered to the address provided in Clause 1.11 before the date and time provided in Clauses 1.8 and 2.17.
    4. Additional information for submission of Proposal by Joint Venture/Consortium:
       1. There is no ceiling on the number of members of Joint Venture/ Consortium;
       2. Proposal should contain the information required for each Member of the Joint Venture/Consortium:
          1. nominate one member as the lead

**Lead Member** equity stake/voting



rights in the Joint Venture/ Consortium. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Form-IV of Appendix-I, signed by all the other members of the Joint Venture/Consortium. The Members of the Joint Venture/Consortium shall cumulatively/ collectively fulfill all the Conditions of Eligibility;

* + - * 1. In the event, the Joint Venture/Consortium has been declared as the Selected Bidder and issued Letter of Award, all Members of the Joint Venture/Consortium shall sign the Concession Agreement with the State Government and the Authority. In this regard, it is clarified that all the Members of the Joint Venture/ Consortium shall be jointly and severally liable towards the State Government and the Authority to execute the Project during the Concession Period and irrespective of the failure of any particular Member of the Joint Venture/Consortium, the State Government and the Authority shall be entitled to call upon the Lead Member or other Member(s) of the Joint Venture/Consortium to discharge the obligations of the Joint Venture/Consortium;
        2. The Proposal should include a brief description of the roles and responsibilities of each Member of the Joint Venture/Consortium, particularly with reference to financial and technical obligations under the Concession Agreement; and
        3. Members of the Joint Venture/Consortium shall enter into a binding Joint Bidding Ag **Joint Bidding Agreement**



The Joint Bidding Agreement shall (as provided in Form - 9 of Appendix-I), *inter alia*:

in case the Joint Venture/Consortium is declared as the Selected Bidder, ensure that its shareholding/ownership equity commitments are clearly set out, and state that the Joint Venture/Consortium shall act through the Lead Member in accordance with this RFP, and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement;

clearly outline the proposed roles and responsibilities of each Member at each stage;

commit the minimum equity shares to be held by each Member in the special purpose vehicle; and include a statement to the effect that all Members of the Joint Venture/Consortium shall during the Concession Period, subject to the provisions of the Concession Agreement, be liable jointly and severally for all obligations of the Concessionaire in relation to the Project.

* + - 1. Except as provided under the bidding documents including the RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the State

Government and the Authority.

* + - 1. Joint Bidding Agreement should be submitted along with the Proposal. The Joint Bidding Agreement entered into between the members of the Joint Venture/Consortium should be specific to the Project and should fulfill the above requirements, failing which the Proposal shall be considered non-responsive.
      2. No change in the composition of the Joint Venture/Consortium will allowed subsequent to the submission of the Proposal during the Selection Process.
      3. By submitting the Proposal, the Applicant shall be deemed to have acknowledged and agreed that in the event of a change in control or management of a Member or an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFP which adversely impacts the Project, the Applicant shall inform the State Government and the Authority forthwith along with all relevant particulars about the same and the State Government and the Authority may, at their discretion, disqualify the Applicant or withdraw the Letter of Award from the Selected Bidder, as the case may be. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the State Government and the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the State Government or the Authority for, *inter alia*, time, cost and effort of the State Government and the Authority, without prejudice to any other right or remedy that may be available to the State Government or the Authority hereunder or otherwise.

## Proposal Due Date

* + 1. Proposal should be uploaded on the [Name of the State of the Project] Public Procurement Portal on or before \*\*\*\* hrs on the Proposal Due Date specified in Clause 1.8  online bidder enrol  and in the manner and

form as detailed in this RFP.

* + 1. For the purposes of determining the cut-off time for submission of Proposals, the central server time displayed on the clock on the [Name of the State] Public Procurement Portal will be followed by the Applicants, the State Government and the Authority.
    2. The State Government and the Authority may, at their discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## Late Proposals

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

## Modification/ substitution/ withdrawal of Proposals

* + 1. There shall be no alterations, omissions, additions, or any other amendments made to the Proposal once submitted, except to the extent provided in Clause 2.11.
    2. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the State Government or the Authority, shall be disregarded.

## Bid Security

* + 1. The Applicant shall furnish as part of its Proposal, a bid security of [Rs. \*\*\* (Rupees \*\*\*)]4 through online payment mode as provided on the Official Website of the Authority **Bid Security** or in the form of Bank Guarantee, returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Bidder Bid Security shall be returned, upon the Applicant signing the Concession Agreement in accordance with the provisions thereof.



* + 1. Any Proposal not accompanied by the Bid Security shall be rejected by the State Government and the Authority as non-responsive.
    2. The State Government or the Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
    3. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the  remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the State Government and the Authority as the mutually agreed pre-estimated compensation and damage payable to the State Government and/or the Authority for, *inter alia*, the time, cost and effort of the State Government and the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

4 May be fixed @ Rs. 25,000 (twenty five thousand) for every Rs. 100 (one hundred) crore of the indicative cost of the Project, subject to a minimum of Rs. 25,000 (twenty five thousand) and a maximum of Rs. 2,00,000 (two Lakh).

* + - 1. If an Applicant submits a non-responsive Proposal;
      2. If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
      3. If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
      4. In the case of the Selected Bidder, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
      5. In the case of a Selected Bidder, if the Applicant fails to sign the Concession Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
      6. If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

## Performance Security, ESHS Performance Security and O&M Security

* + 1. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the  remedy hereunder or in law or otherwise, its Performance Security, ESHS Performance Security or O&M Security shall be forfeited and appropriated by the State Government or the Authority as the mutually agreed pre-estimated compensation and damages payable to the State Government or the Authority for, *inter alia*, the time, cost and effort of the State Government and the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
       1. If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
       2. if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
       3. if the Selected Bidder commits a breach of the Concession Agreement.
    2. An amount as specified in the Article 9 of the Concession Agreement shall be deemed to be the Performance Security, ESHS Performance Security and O&M Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions of the Concession Agreement.

## EVALUATION PROCESS

* 1. **Evaluation of Proposals**
     1. The State Government and the Authority shall open the Proposals at \*\*\* hours on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The Technical Proposals shall be opened first.
     2. Prior to evaluation of Proposals, the State Government and the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The State Government and the Authority may, at their discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
        1. the Technical Proposal is received in the form specified at Appendix-I;
        2. it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
        3. it is accompanied by the Bid Security as specified in Clause 2.20.1.
        4. it is signed by the Authorised Representative of the Applicant as stipulated in Clauses 2.13;
        5. it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
        6. it contains all the information (complete in all respects) as requested in the RFP;
        7. it does not contain any condition or qualification; and
        8. it is not non-responsive in terms hereof.
     3. The State Government and the Authority reserve the right to reject any Proposal which is non- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the State Government or the Authority in respect of such Proposals.
     4. The State Government and the Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
     5. After the technical evaluation, the State Government and the Authority shall prepare a list of pre- qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified

and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

* + 1. Any information contained in the Proposal shall not in any way be construed as binding on the State Government or the Authority, their agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it.

## Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the State Government and the Authority in relation to matters arising out of, or concerning the Selection Process. The State Government and 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 State Government and 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 State Government or the Authority or as may be required by law or in connection with any legal process.

## Clarifications sought by the State Government or the Authority

* + 1. To facilitate evaluation of Proposals, the State Government and the Authority may, at their discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the State Government and the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
    2. If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the State Government and the Authority may proceed to evaluate the Proposal 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 State Government and the Authority.

## APPOINTMENT OF CONCESSIONAIRE

* 1. **Negotiations**
     1. The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the

Applicant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, proposed methodology, technology and work plan shall be discussed during negotiations. A Key Personnel who did not score [60% (sixty per cent)] marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the State Government and the Authority. In case the Selected Bidder fails to reconfirm its commitment, the State Government and the Authority reserve the right to designate the next ranked Applicant as the Selected Bidder and invite it for negotiations.

* + 1. The State Government and the Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the State Government and the Authority.

## Substitution of Key Personnel

* + 1. The State Government and the Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the State Government and the Authority.
    2. The State Government and the Authority expect all the Key Personnel to be available during implementation of the Agreement. The State Government and the Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the State Government and the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Applicant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.
    3. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

## Indemnity

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

## Award of Project

2.28.1. **LOA ** State Government and the Authority to the Selected Bidder:

1. declaring it as the Selected Bidder;
2. accepting its Technical and Financial Proposal;
3. requesting it to sign and return, as acknowledgement, a copy of the LOA within 7 (seven) days of receipt of the LOA;
4. requesting it to submit the Performance Securities and O&M Security in accordance with Clause 2.21; and
5. requesting it to incorporate the Special Purpose Vehicle, which will act as the Concessionaire.
   * 1. If the Selected Bidder fails to return a duly signed copy of the LOA to the State Government and the Authority within 7 (seven) days of receipt of the LOA, then the State Government and the Authority may, unless they consent to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA, and forfeit the Bid Security. If the State Government and the Authority elect to disqualify such Selected Bidder and revoke the LOA, then the procedure set out in Clause 2.29.6 shall follow.
     2. After notification of award in accordance with Clause 2.28.1, the State Government and the Authority may also notify all other Applicants of the results of the Selection Process, and shall publish on the Official Website of the Authority and the [Name of the State] Public Procurement Portal, results of the Selection Process and the following information:
        1. name of each Applicant who submitted a Proposal;
        2. results of evaluation of Technical Proposals;
        3. names of Applicants whose Technical Proposals were rejected and the reasons for their rejection;
        4. Bid Prices as read out at opening of Financial Proposals;
        5. name and evaluated Bid Prices of each Financial Proposal that was evaluated;
        6. names of Applicants whose Financial Proposals were rejected and the reasons for their rejection; and
        7. name of the Selected Bidder, the Bid Price it offered, and summary scope of the contract awarded.

30.4 The Authority shall promptly respond in writing to any unsuccessful Applicant who, after notification of award in accordance with Clause 2.28, requests in writing the grounds on which its Proposal was not selected.

## Execution of the Concession Agreement

* + 1. After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Special Purpose Vehicle incorporated by the Selected Bidder shall execute the Concession Agreement within the period prescribed in Clause 1.8.
    2. If the Special Purpose Vehicle fails to execute the Concession Agreement on or before the date specified in Clause 1.8, the State Government and the Authority may, unless they consent to an extension, without prejudice to any of their rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA and forfeit the Bid Security. If State Government and the Authority elect to disqualify such Selected Bidder and revoke the LOA, then the procedure set out in Clause 2.29.6 shall follow.
    3. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement except the amendments to reflect facts or to correct minor errors.
    4. If the Selected Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Concession Agreement, the State Government and the Authority may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If the State Government and the Authority elect to disqualify such Selected Bidder and revoke the LOA, then the procedure set out in Clause 2.29.6 shall follow.
    5. If the State Government and the Authority elect to disqualify such Selected Bidder and revoke the LOA, the State Government and the Authority will not be liable in any manner whatsoever to the Selected Bidder. Additionally, the State Government and the Authority will have the right to forfeit and appropriate the Bid Security or, as the case may be, appropriate an equivalent amount from the Performance Security if the Concession Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by the State Government and the Authority for, amongst others, the



Such forfeiture will be without prejudice to any other right or remedy that the State Government and the Authority may have under the RFP, the Concession Agreement or Applicable Laws.

* + 1. If the State Government and the Authority elect to disqualify such Selected Bidder and revoke the LOA the State Government and the Authority reserve the right to:
       1. select the next highest ranking Applicant as the Selected Bidder for the Project; or
       2. take any such measure as may be deemed fit in the discretion of State Government and the Authority, including inviting fresh Financial Proposals from the technically qualified Applicants or annulling the entire Selection Process.

## Commencement of Project

The Applicant shall commence the implementation of the Project at the Site(s) within [7 (seven)] days of the execution date of the Concession Agreement, or such other date as may be mutually agreed. If the Applicant fails to either sign the Concession Agreement as specified in Clause 2.29 or commence the Project as specified herein, the State Government and the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

## Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the State Government and the Authority or submitted by an Applicant to the State Government and the Authority shall remain or become the property of the State Government and the Authority. Applicants and the Applicant, as the case may be, are to treat all information as strictly confidential. The State Government or the Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Applicant to the State Government and the Authority in relation to the Project shall be the property of the State Government and the Authority.

## CRITERIA FOR EVALUATION

* 1. **Evaluation of Technical Proposals**
     1. In the first stage, the Technical Proposal will be evaluated  understanding of scope of work and scope of services as set out in the Concession Agreement, proposed methodology, technology and work plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of [60 (sixty) marks] or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).
     2. Each Key Personnel must score a minimum of [60% (sixty per cent)] marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than [60% (sixty per cent)] marks or any two of the remaining Key Personnel score less than [60% (sixty per cent)] marks. In case the Selected Bidder has one Key Personnel, other than the Team Leader, who scores less than [60% (sixty per cent)] marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the State Government and the Authority, would score [60% (sixty per cent)] or above.
     3. The scoring criteria to be used for evaluation shall be as follows:5

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Parameter** | **Maximum Marks** | **Criteria** | | | | | | | |
| **1.** | **[Relevant Experience of the Applicant]** | **[40]** | [30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; (ii) other relevant assignments or similar  work; and (iii) overall experience of the Applicant.] | | | | | | | |
| **2.** | **[Proposed Methodology, Technology and Work**  **Plan]** | **[30]** | [Evaluation submissions.] | will | be | based | on | the | quality | of |
| **3.** | **[Relevant Experience of the Key**  **Personnel]**6 | **[30]** | [30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments;  and (ii) other relevant assignments or similar work.] | | | | | | | |
| 3(a) | [Team Leader] |  |  | | | | | | | |
| 3(b) | [Safety Expert] |  |  | | | | | | | |

5 The scoring criteria is subject to modification.

6 The Key Personnel and their respective maximum marks may be suitably modified to address project-specific requirements.

|  |  |  |  |
| --- | --- | --- | --- |
| 3(c) | [Financial  Analyst] |  |  |
| 3(d) | [Environmental Expert] |  |  |
| **Grand Total** | | **100** |  |

While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.

* + 1. Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP **Eligible Assignments**

* + - 1. [Setting up of Sanitary Land filling (SLF) facility, construction of waste processing facility and material recovery facility in India or abroad of the capacity of \*\*\* Tonnes Per Day (TPD) in the period of past ten years from the PDD];
      2. [Operations in collection, transportation, processing and disposal of municipal solid waste of \*\* TPD capacity for three years or more in India or abroad in the period of past ten years from the PDD];
      3. [One project of 40% of the total estimated capacity for Bio-remediation/reclamation i.e. \*\* lakh cubic metres of legacy waste OR Two projects of 30% of the total estimated capacity for Bio- remediation/reclamation i.e. \*\* lakh cubic metres of legacy waste in the period of past ten years from the PDD].

[Provided that where the Key Personnel is claiming credit for an Eligible Assignment, she/he should have completed the relevant assignment prior to PDD.]

* + 1. Financial Capacity

To demonstrate its financial capacity to undertake the Project (**Financial Capacity**), the Applicant must meet each of the financial qualification criteria specified in this Clause 3.1.5.

* + - 1. Net worth
         1. In each of the Financial Years [Mention the 5 Financial Years preceding the Proposal Due Date], the Applicant's Net Worth (as per the audited annual financial statements) shall be at least INR [25% to 33% of the Bid Project Cost].
         2. If the Applicant is a Consortium, then the Net Worth, as required in Clause 3.1.5 (a)(i) above shall be demonstrated cumulatively, i.e., the Consortium as a whole should meet the requirement. Provided further that if the Applicant is subsequently declared the Selected Bidder for the Project, then any Member of the Consortium whose Net Worth was assessed for the purposes of demonstrating that the Consortium has the Financial Capacity to undertake the Project, shall hold at least 26% (twenty six per cent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 (three) years from COD.
         3. An Applicant or a Member of a Consortium may rely on the Net Worth of its Associate(s) for demonstrating its Financial Capacity. In such a case, the Applicant or a Member of a Consortium shall submit an undertaking from the Associate(s) stating that the necessary proportionate equity for the project will be provided for successful implementation of the project. In addition to this, during Financial Closure, necessary board resolution from the Associate(s) has to be submitted to the extent of equity contribution.
      2. The Applicant (and in case of a Consortium, any Member) and its Associate(s) (in case the Net Worth of the Associate is being claimed) is not affected by and has not been affected by any of the following events, conditions or circumstances in the [5 (five)] Financial Years immediately preceding the Proposal Due Date, as certified by the statutory auditor of the Applicant (and in case of a Consortium, the statutory auditor of a Member) and its Associate(s) (if applicable):
         1. the Applicant (and the Associate(s), if applicable) having been categorized as a wilful defaulter in accordance with Applicable Laws or laws of the country of its incorporation;
         2. the Applicant (and the Associate(s), if applicable) being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver; or
         3. the Applicant (and the Associate(s), if applicable) having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended.
      3. The Applicant (and in case of a Consortium, any Member) and its Associate(s) (if applicable) has not been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
         1. related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Applicant (and the Associate(s), if applicable) or any of its directors, partners, trustees, officers or managers; or
         2. resulted in the permanent or temporary suspension of the rights of the Applicant (and the Associate(s), if applicable) to provide any service or carry on any type of business or operations.

## Short-listing of Applicants

The Applicants scoring equal to or above [60 (sixty)] points after the evaluation of the Technical Proposals, will be pre-qualified and short-listed for financial evaluation. However, if the number of such pre-qualified Applicants is less than two, the State Government and the Authority may, at their discretion, pre-qualify the Applicant(s) whose technical score is less than [60 (sixty)] points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2.

## Evaluation of Financial Proposal

* + 1. In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF).
       1. Financial Proposals, which are responsive, shall be evaluated for the quoted Bid Price as under (on the basis of net present value):
          1. Capital cost including all taxes & GST;
          2. O&M prices for the Project 20 years = O&M Charges including all taxes & GST for first month after COD) \* 240
          3. Cost of energy consumption for the Project during 20 years of O&M Period = [Average Guaranteed Energy Consumption per tonne \* Base Energy Tariff Rate \* design capacity of Project Facilities \* Number of days of the O&M period]

For the purpose of this calculation of energy cost:

[Average Guaranteed Energy Consumption per tonne = Average of different Guaranteed Energy Consumption figures in KWh quoted in Bid Price Sheet for processing and recycling various kinds of solid waste];

Base Energy Tariff Rate = INR [Rate]/KWh; and Number of days of the O&M period = 7300

* + - * 1. Cost of land required for the Project = land requirement in metre square (sq.m.) as quoted by the Applicant (including land requirement for decentralized units) \* land price per sq.m. determined as per the circle rate

For the purpose of evaluation, land price = INR [Price] per sq.m.

Total Evaluated Bid Price = (i) + (ii) + (iii) + (iv)

* + - 1. The State Government and the Authority shall compare the Total Evaluated Bid Price of all responsive Financial Proposals to determine the lowest Financial Proposal.
    1. The State Government and the Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. Omissions, if any, in costing any item shall not entitle the Applicant to be compensated and the liability to fulfill its obligations as per the Concession Agreement within the Bid Price shall be that of the Applicant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

SF = 100 x FM/F

(F = amount of Financial Proposal)

## Combined and final evaluation

* + 1. Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

S = ST x Tw + SF x Fw

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be [0.70 and 0.30] respectively.

* + 1. The Selected Bidder shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

## FRAUD AND CORRUPT PRACTICES

* 1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the State Government and the Authority shall reject a Proposal 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 restr**Prohibited Practices**



such an event, the State Government or the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the State Government and/or the Authority for, *inter alia*, time, cost and effort of the State Government and the Authority, in regard to the RFP, i



* 1. Without prejudice to the rights of the State Government and the Authority under Clause 4.1 hereinabove and the rights and remedies which the State Government and the Authority may have under the LOA or the Agreement, if an Applicant or Applicant, as the case may be, is found by the State Government or 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 Applicant or Applicant shall not be eligible to participate in any tender or RFP issued by the State Government and the Authority during a period of 2 (two) years from the date such Applicant or Applicant, as the case may be, is found by the State Government or 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.
  2. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
     1. **corrupt practice** 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 State Government or 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 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 State Government or the Authority, as the case may be, 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 State Government or the Authority in relation to any matter concerning the Project;

## fraudulent practice

incomplete facts, in order to influence the Selection Process;

* + 1. **coercive practice**atening to impair or harm, directly or



Selection Process;

## undesirable practice

employed or engaged by the State Government or 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

* + 1. **restrictive practice** or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## PRE-PROPOSAL CONFERENCE

* 1. Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
  2. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the State Government and the Authority. The State Government and the Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## MISCELLANEOUS

* 1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the [Name of the State of the Project] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
  2. The State Government and the Authority, at their discretion and without incurring any obligation or liability, reserves the right, at any time, to:
     1. 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;
     2. consult with any Applicant in order to receive clarification or further information;
     3. retain any information and/or evidence submitted to the State Government or the Authority by, on behalf of and/or in relation to any Applicant; and/or
     4. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
  3. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the State Government and the Authority, their 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.
  4. All documents and other information supplied by the State Government or the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the State Government and the Authority. The State Government and the Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
  5. The State Government and the Authority reserve the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## APPENDIX - I TECHNICAL PROPOSAL

**APPENDIX-I**

Form-1

## Letter of Proposal

(Date and Reference) To,

........................

......................

.....................

## Subject: Appointment of Concessionaire for development and operation of integrated solid waste management system and reclamation of land through bio-remediation of legacy waste

Dear Madam/Sir,



understood their contents, hereby submit our Proposal for selection as Concessionaire for the development and operation of integrated solid waste management system and reclamation of land through bio-remediation **Project**

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.



1. This statement is made for the express purpose of appointment as the Concessionaire for the aforesaid Project.
2. I/We shall make available to the State Government and the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of the State Government and the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, 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.
5. I/We declare that:
   1. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the State Government and the Authority;
   2. I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
   3. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the State Government and the Authority or any other public sector enterprise or any government, Central or State; and
   4. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Concessionaire, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
7. I/We declare that we/any member of the Joint Venture/Consortium, are/is not a Member of any other Joint Venture/Consortium applying for selection as a Concessionaire.
8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.$
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the State Government and the Authority [and/ or the Government of India] in connection with the selection of Concessionaire or in connection with the Selection Process itself in respect of the above mentioned Project.

$ In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz.

y be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.



14. The Bid Security of Rs. ................... (Rupees ........................................) has been submitted through online mode of payment as provided in the RFP document.

1. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.
2. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
3. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4 of Appendix-I.
4. In the event of my/our firm/ Joint Venture/Consortium being selected as the Concessionaire, I/we agree to enter into the Concession Agreement in accordance with the Schedule-I of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
5. I/We have studied RFP and all other documents carefully and also surveyed the Site(s). We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the State Government or the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Project.
6. The Financial Proposal is being submitted separately. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
7. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory) (Name and seal of the Applicant / Lead Member)

## APPENDIX-I

Form-2

## Particulars of the Applicant

1. Details of Applicant
   1. Name:
   2. Country of incorporation and MOA/PAN:
   3. Address of the corporate headquarters and its branch office(s), if any, in India:
   4. Date of incorporation and/ or commencement of business and GST certificate details:
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) who will serve as the point of contact/ communication for the State Government:
   1. Name:
   2. Designation:
   3. Company:
   4. Address:
   5. Telephone Number:
   6. E-Mail Address:
4. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
5. Name:
6. Designation:
7. Company:
8. Address:
9. Telephone Number:
10. E-Mail Address:
11. Particulars of the Authorized Signatory of the Applicant:
    1. Name:
    2. Designation:
    3. Address:
    4. Phone Number:
12. In case of a Joint Venture/Consortium:
    1. The information above (1-4) should be provided for all the Members of the Joint Venture/Consortium.
    2. A copy of the Joint Bidding Agreement should be attached to the Proposal
    3. Information regarding the role of each Member should be provided as per table below:

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.** | **Name of Member** | **Role** | **Percentage of equity in the Joint**  **Venture/Consortium** |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |

* 1. The following information shall also be provided for each Member of the Joint Venture/ Consortium:

Name of Applicant/Member of Joint Venture or Consortium

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Criteria** | **Yes** | **No** |
| (1) | Has the Applicant constituent of the Joint Venture/Consortium been barred by the [Central/ State] Government, or any entity controlled by it from participating  in any project (BOT or otherwise)? |  |  |
| (2) | If the answer to (1) is yes, does the bar subsist as on the  Proposal Due Date? |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| (3) | Has the Applicant/Joint Venture/Consortium paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the  last three years? |  |  |

1. A statement by the Applicant and each of the Members of its Joint Venture/Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non- compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

## APPENDIX-I

Form-3

## Statement of Legal Capacity

*(To be forwarded on the letter head of the Applicant)*

Ref. Date:

To,

.....................

....................

....................

Dear Madam/Sir,

## Subject: RFP for Selection of Concessionaire for Development and Operation of Integrated Solid Waste Management System and Reclamation of Land through Bio-Remediation of Legacy Waste

I/We hereby confirm that we, the Applicant (along with other Members in case of Joint Venture/Consortium, the constitution of which has been described in the Proposal$), satisfy the terms and conditions laid down in the RFP document.

Joint



Venture/Consortium.



will act as the Authorised Representative of the Joint Venture/Consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory) For and on behalf of ..............................................

$ Please strike out whichever is not applicable

## APPENDIX-I

Form-4A

## Power of Attorney for signing of Proposal

Know all men by these presents, we, ......................................... (name of Company and address of the

registered office) do hereby constitute, nominate, appoint and authorise Ms. / Mr. .........................................

daughter/wife/son and presently residing at **,** who is presently employed with us and

holding the position of .................... as our true and lawful attorney (hereinafter referred to as the **Authorised Representative** necessary or required in connection with or incidental to submission of our Proposal for selection as the Concessionaire for Development and Operation of Integrated Solid Waste Management System and Reclamation of Land through Bio-**Project ** by the ..........................................  **State Government**  **Authority ** including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-Proposal and other conferences and providing information/ responses to the State Government and the Authority, representing us in all matters before the State Government and the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Proposal and generally dealing with the State Government and 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 till the entering into of the Concession Agreement with the SPV/ the State Government / the Authority and the Selected Bidder as confirming party.

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

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

For ............................................

Witnesses: 1.

2.

Notarised

(Signature, name, designation and address)

Accepted

........................................

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

## Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Appostille certificate.
4. Power of Attorney executed abroad should conform to the provisions of Notaries Act, 1952 and Indian Stamp Act, 1899.

## APPENDIX-I

Form-4B

## Power of Attorney for Lead Member of Joint Venture/Consortium

Whereas the State Government and the Authority has invited applications from interested parties for the **Proposal for Selection of Concessionaire for Development and Operation of Integrated Solid Waste Management System and Reclamation of Land through Bio-Remediation of Legacy Waste**.

Wher



**Joint**

## Venture/Consortium

Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture/Consortium to designate one of them as the Lead Member with all necessary power and the authority to do for and on behalf of the Joint Venture/Consortium, all acts, deeds and things as may be necessary in connection with the Joint



NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

 office at ,



 office at ,



 office at ,



 **Principals ** 



one of the Members of the Joint Venture/Consortium, as the Lead Member and true lawful attorney (with power to sub delegate) to conduct all business for and on behalf of the Joint Venture/Consortium and any one of us during the Selection Process and; in the event the Joint Venture/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 Joint Venture/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture/Consortium and submission of its Proposal for the Project, including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Applicants and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Joint Venture/Consortium and generally to represent the Joint Venture/Consortium in all its dealings with the State Government and the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating or arising out of the Joint Ventur 

Project and/or upon award thereof till the Concession Agreement is entered into with SPV/ the State Government / the Authority and the Selected Bidder as confirming party.

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 in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture/Consortium.

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



(Signature)





(Signature)





(Signature)



Witnesses: 1.

2.



(Executants)

(To be executed by all the Members of the Joint Venture/Consortium)

## Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Appostille certificate.
4. Power of Attorney executed abroad should conform to the provisions of Notaries Act, 1952 and Indian Stamp Act, 1899.

## APPENDIX-I

Form-5

## Financial Capacity of the Applicant

(*See Clause 2.2.2 (B)*)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Applicant Type** | **Member Code** | **Net Worth** (Avg. for Past 5 Years) (in Crores) | **Net worth (in Crores) (5 Years)** | | | | |
| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| **Single entity**  **Applicant** |  |  |  |  |  |  |  |
| **Joint Venture / Consortium**  **Member 1** |  |  |  |  |  |  |  |
| **Joint Venture / Consortium**  **Member 2** |  |  |  |  |  |  |  |
| **Joint Venture / Consortium**  **Member 3**\* |  |  |  |  |  |  |  |
| **TOTAL** |  |  |  |  |  |  |  |

**\*** More rows may be added as per requirement

## Instructions:

1. The Applicant/ its constituent Joint Venture/Consortium Members shall attach copies of the balance sheets, financial statements and annual reports for 5 years preceding the Proposal Due Date. The financial statements shall:
   1. Reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant  financials;
   2. Be audited by a statutory auditor;
   3. Be complete, including all notes to the financial statements; and
   4. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. 

2.16.4 of this RFP.

1. The Applicant shall provide Statutory  the Net Worth and also specifying the methodology adopted for calculating such net worth.

**APPENDIX-I**

Form-6

**Particulars of Key Personnel**

**$**Refer Form 9 of Appendix-I (Experience of Key Personnel)

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|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| S.  No. | Designation of Key Personnel | Name | Educational Qualification | Length of Professional Experience | Present Employment | | No. of Eligible Assignments**$** |
| Name of Company/Firm | Employed  Since |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| 1. | Team Leader |  |  |  |  |  |  |
| 2. | Safety Expert |  |  |  |  |  |  |
| 3. | Financial Analyst |  |  |  |  |  |  |
| 4. | Environmental Expert |  |  |  |  |  |  |

## APPENDIX-I

Form-7

## Proposed Methodology, Technology and Work Plan

The proposed methodology, technology and work plan shall be described as follows:

* 1. **Understanding of terms and conditions of the Concession Agreement** (not more than two pages)

The Applicant shall clearly state its understanding of the terms and conditions of the Concession Agreement and also highlight its important aspects.

* 1. **Methodology and Work Plan** (not more than three pages)

The Applicant will submit its methodology for carrying out the Project, outlining its approach toward achieving the key performance indicators laid down in the Concession Agreement. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for the Project have been fully covered by its Proposal. In case the Applicant is a Joint Venture/Consortium, it should specify how the expertise of each Member is proposed to be utilised for the Project. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Project.

* 1. **Proposed Technology** (detailed note)

The Applicant will submit its proposed technology for carrying out the Project, including the details of technology/combination of technologies proposed for processing of waste, sources of technologies and technology tie-up. Details regarding bio-remediation of legacy waste to be provides in accordance with sub-clause 5 of this Form-7 of Appendix I.

* 1. **Other details to be included in the Technical Proposal** (detailed notes)
     1. Equipment, vehicles/e-vehicles, storage bins, etc., requirement for primary and secondary collection and transportation of segregated waste along with plan for 100% segregated transportation of waste into organic/inorganic components.
     2. Area requirement for processing and sanitary landfill facility
     3. Key assumptions in development of processing facility and basis of proposed capacity.
     4. Key assumptions in development of sanitary landfill facility and basis of designed capacity, area requirement.
     5. Processing products along with their quantity (Ton/day. etc.)
     6. Market tie-up for sale of processing products
     7. Project plan including schedule for equipment replacements and capacity additions at regular intervals.
     8. Organization and staffing/manpower details (collection, transportation, processing, & disposal)
     9. Environment management plan
     10. Assessment of risk and mitigation plan
     11. Key approvals and clearances
     12. Total investment proposed and funding / financing plan, project financial aspects capital cost, operation and maintenance cost, revenues, etc.
     13. Project timelines

Applicants would be required to submit information on key assumptions for th **Key Assumptions **  



Assumptions must include (but not limited to) information on the following:

1. Project cost estimates
2. Details of preliminary expenses
3. Base construction cost
4. Contingencies
5. Details of pre-operative expenses
6. Operation & Maintenance cost
7. Processing product quantities in [Ton/days or Mega Watts] and estimated revenues

## Proposed approach, methodology, technology, work plan for bio-remediation of legacy waste and reclamation of land of the dumpsite (detailed note)

1. Previous experiences of the proposed technology/methodology/business model and issues faced therein
2. Project understanding understanding of the project with respect to the project area and scope
3. Detailed description of the proposed technology or methodology with process flow chart for Project operations.
4. Method proposed for processing of legacy waste and utilization plan for components recovered:

Organic fraction

Combustible fraction

Inert fraction

Recyclables

Hazardous waste

1. Procurement plan, manpower deployment plan and installation & commissioning plan to achieve COD (the procurement plan shall include the details of Project asset to be deployed including asset type, capacity, specifications and manufacturer. the manpower deployment plan shall include details on type of manpower (skilled/unskilled/driver), number of manpower and the source. The Applicant shall provide procurement and deployment schedule in gantt chart inclusive of replacement of Project assets during the entire Concession Period. The Applicant shall also detail out the installation & commissioning schedule in proper format.
2. Detailed Implementation Plan of the dumpsite along with a Programme Evaluation Review Technique (PERT) chart
3. Proposed solution for management of leachate and landfill gas
4. Disaster management plan
5. Detailed description of the proposed business model SWOT analysis, industry analysis, market demand analysis, sales strategy and marketing plan, financial plan
6. Space required for processing equipment
7. Estimated time to be taken for complete remediation
8. Percentage of land reclaimable
9. Activities that can be taken up on remediated land and technical feasibility
10. Identified risks technical, operational and environmental
11. Compliance with environmental norms, Waste Management Rules, 2016, Legacy Waste Guidelines, 2019, and other Applicable Laws

**Note**: All of the above details should be provided as elaborately as feasible and supported with engineering drawings (if applicable), manpower requirement, fuel, power requirement and explanation of time required for recovery and utilization of components. Based on the above work requirement, the Applicant will provide details of plant, machinery and equipment proposed to be deployed in the works and their status (new or old). The Applicant shall also provide a list of key personnel proposed to be deployed for the work with their curriculum vitae.

**Note 2**: The Applicant may be invited to make a presentation on approach, methodology, proposed technologies and project plan to judge their understanding of the Project.

**Note 3**: Marks will be deducted for writing lengthy and out of context responses.

## APPENDIX-I

Form-8

## Proforma of Bank Guarantee for Bid Security

*[(to be executed on Rs. 100/- non judicial stamp paper)]*



Beneficiary: [State Department of Urban Development AND [Name of the Authority], having its registered office at .......................

Account No.:

Bank name, branch and IFSC Code :

B.G. No.

1. We have been informed that  **Applicant **

intends to submits its Proposal (hereinafter called the **Proposal** of Concessionaire for **Selection of Concessionaire for Development and Operation of Integrated Solid Waste Management System and Reclamation of Land through Bio-Remediation of Legacy Waste**, under Request for Proposal bearing RFP Reference No.  dated **]** (hereinafter called the **RFP**

1. Furthermore, we understand that, according to your conditions, the Proposal must be supported by a Bid Security.
2. At the request of the Applicant, we,  [insert name of the Bank], having our branch at ........

hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs.

\*\*\* (Rupees \*\*\* only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation(s) under the terms and conditions of the RFP, without any demur, reservation, recourse, contest or protest and without reference to the Applicant, which may include the following :-

* 1. If the Applicant withdraws its Proposal during the validity period of the Proposal;
  2. if a Applicant submits a non-responsive Proposal as per the RFP;
  3. if a Applicant has a conflict of interest as specified in the RFP
  4. If the Applicant engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in Section 4 of the RFP;
  5. If the Applicant upon being declared as the Selected Bidder fails to:
     1. to sign and return the duplicate copy of Letter of Award;
     2. to sign the Concession Agreement;
     3. furnish a Performance Security in within the period prescribed in the Concession Agreement;
  6. If the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.
  7. If the Applicant is otherwise in breach of the terms of the RFP.

1. Any such written demand made by the State Government or the Authority stating that the Applicant is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP shall be final, conclusive and binding on the Bank.
2. This guarantee will expire: (a) if the Applicant is the Selected Bidder, upon receipt of the Performance Security by you, and (b) if the Applicant is not the Selected Bidder, (i) return of the Bank Guarantee by you as per the terms of the RFP, or (ii) upon expiry of 120 days from the date hereof.
3. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Applicant.
4. This Guarantee will neither be cancelled nor revoked by the Bank without the written authorization of the State Government and the Authority.
5. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

Signed and Delivered by Bank



(Signature of the Authorized Signatory) (Official Seal)

## APPENDIX-I

Form-9

## Format for Joint Bidding Agreement

(*See Clause 2.16.8.(b)(iv)*)

*(To be executed on Stamp paper of appropriate value)*

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



### AMONGST

1.   



   **First Part**

expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

2.   



and having its registered office **Second Part**

expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

3.   



and having its registered office **Third Part**

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

## Parties Party



***WHEREAS****,*

## [Name of the State Department of Urban Development],

including its administrators, successors and assigns) and the **[Name of the Authority],** having its

 assigns) have invited

  ) by its Request for Proposal No. 

) for **Selection of Concessionaire for Development and Operation of Integrated Solid Waste Management System and Reclamation of Land through Bio-Remediation of Legacy Waste** (the ) through public private partnership**.**

1. The Parties are interested in jointly bidding for the Project as members of a Joint Venture/Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
2. It is a necessary condition under the RFP document that the members of the Joint Venture/Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

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

## Definitions and Interpretations

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

## Joint Venture/Consortium

The Parties do hereby irrevocably constit   **Joint Venture/Consortium **y participating in the Selection Process for the Project.

The Parties hereby undertake to participate in the Selection Process only through this Joint Venture/Consortium and not individually and/ or through any other Joint Venture/Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

## Covenants

The Parties hereby undertake that in the event the Joint Venture/Consortium is declared the Selected Bidder    **SPV**

Indian Companies Act, 2013 for entering into a Concession Agreement with the State Government and the

Authority for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

## Role of the Parties

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

* 1. Party of the First Part shall be the Lead Member of the Joint Venture/Consortium (the shareholding of the Lead Member should be [at least 51% or majority shareholder]) and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Joint Venture/Consortium during the duration of the Project;
  2. Party of the Second Part shall be responsible for*[insert role]*
  3. Party of the Third Part shall be responsible for*[insert role]*

## 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 RFP and the Concession Agreement, till the expiry of the Concession Agreement.

## Shareholding in the SPV

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

First Party:

Second Party:

Third Party:

The Parties shall ensure that the Parties shall: (i) collectively hold at least 51% (fifty one percent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 (three) years from COD; and (ii) each of the Parties whose Technical Capacity and Financial Capacity was taken into consideration shall each hold 26% (twenty six percent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 years from COD.

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

## Representation of the Parties

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

1. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
2. 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 Joint Venture/Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
   1. require any consent or approval not already obtained;
   2. violate any Applicable Law presently in effect and having applicability to it;
   3. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
   4. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, 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
   5. 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;
3. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its

terms against it; and

1. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates 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.

## Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved under and in accordance with the Concession Agreement. However, in case the Joint Venture/Consortium is either not pre-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 pre-qualified or upon return of the Bid Security by the State Government and the Authority to the Applicant, as the case may be.

## Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the State Government and 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 |
| For and on behalf of | For and on behalf of |
| **LEAD MEMBER** by:  (Signature) (Name) (Designation) | **SECOND PART**  (Signature) (Name) (Designation) |
| (Address) | (Address) |

(Designation) (Address)

(Signature) (Name)

**THIRD PART**

For and on behalf of

SIGNED, SEALED AND DELIVERED

## Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture/Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**APPENDIX-I**

Form-10

**Abstract of Eligible Assignments of the Applicant**

*(See Clause 3.1.4)*

£ The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-12 of Appendix-I.

**Note 1**: Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

**Note 2**: Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Joint Venture/Consortium. In other words, no double counting by a Joint Venture/Consortium in respect of the same experience shall be permitted in any manner whatsoever.

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|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **S. No.** | **Name of Project** | **Name of Client** | **Date of Commencement** | **Date of Commissioning** | **Project Capacity** | **Location of the Project** | **Project Cost**  **(in Rs. crore/ US$ million)** | **Whether credit is being taken for the eligible Experience of an Associate**  **(Yes/ No)** |
| (1) £ | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
| 1 |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |

**APPENDIX-I**

Form-11

**Abstract of Eligible Assignments of Key Personnel$**

*(See Clause 3.1.4)*

Name of Key Personnel:

Designation:

$ Use separate Form for each Key Personnel.

$$ The names and chronology of projects included here should conform to the project-wise details submitted in Form-13 of Appendix-I.

**Note**: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **S.**  **No.** | **Name of Project**$ | **Name of Client** | **Date of Commenceme nt of work by the Key Personnel** | **Date of Completion of work by the Key Personnel** | **Man days spent** | **Project Capacity** | **Location of the Project** | **Project Cost**  **(in Rs. crore/ US$ million)** | **Name of Company/Firm for which the Key Personnel worked** | **Designation of the Key Personnel on the Project** |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) |
| 1 |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |

## APPENDIX-I

Form-12

## Eligible Assignments of the Applicant

*(See Clause 3.1.4)*

|  |  |  |
| --- | --- | --- |
| 1. | Name of the Project |  |
| 2. | Nature of the Project |  |
| 3. | Name of the Client |  |
| 4. | Address, Telephone no. and E-mail address of the Client |  |
| 5. | Date of Commencement |  |
| 6. | Date of Commissioning |  |
| 7. | Project Capacity |  |
| 8. | Location |  |
| 9. | Project Cost |  |
| 10. | Whether credit is being taken for the eligible Experience of an Associate (Yes/ No) |  |
| 11. | Brief description of the Project: | |
| It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.  (Signature and name of Applicant) | | |

## Notes:

* 1. Use separate sheet for each Eligible Project.
  2. Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

## APPENDIX-I

Form-13

## Eligible Assignments of Key Personnel

*(See Clause 3.1.4)*

|  |  |  |
| --- | --- | --- |
| 1. | Name of the Project |  |
| 2. | Nature of the Project |  |
| 3. | Name of the Client |  |
| 4. | Address, Telephone no. and E-mail address of the Client |  |
| 5. | Date of Commencement of work of the Key Personnel |  |
| 6. | Date of Completion of work of the Key Personnel |  |
| 7. | Man days spent |  |
| 8. | Project Capacity |  |
| 9. | Location |  |
| 10. | Project Cost |  |
| 11. | Name of Company/Firm for which the Key Personnel worked |  |
| 12. | Designation of the Key Personnel on the Project |  |
| 13. | Brief description of the Project: | |
| It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.  (Signature and name of Key Personnel) | | |

## Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

## APPENDIX-I

Form-14

## Curriculum Vitae (CV) of Key Personnel and Professional Personnel

*(See Clause 2.14.6)*

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record: (Starting with present position, list in reverse order every employment held)
7. List of projects on which the Personnel has worked

|  |  |
| --- | --- |
| **Name of Project** | **Description of Responsibilities** |
|  |  |

1. Details of the current project and the time duration for which services are required for the current project.

Certification:

* 1. I am willing to work on the Project and I will be available for entire duration of the Project as required.
  2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.........................................

(Signature and name of the authorised signatory of the Applicant)

## Notes:

1. Use separate form for each Key Personnel and Professional Personnel
2. The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 and Form-13 of Appendix-I.
3. Each page of the CV shall be signed in ink or digitally signed and dated by both the Personnel concerned and by the Authorised Representative of the Applicant along with the seal of the Applicant. Photocopies will not be considered for evaluation.

**APPENDIX-I**

Form-15

**Deployment of Personnel**

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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **S. No.** | **Designation** | **Name** | **Man-Days (MD)** | | **Week Numbers** | | | | | | | | | | | | | |
| **At Project site** | **Away from Project site**  **(specify)** | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 1. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Total Man days** | | | | | | | | | | | | | | | | | | |

**APPENDIX-I**

Form 16

**Survey and Field Investigations**

87

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item of Work/ Activity** | **To be carried out/ prepared by** | | **Week** | | | | | | | | | | | | | |
| Name | Designation |
|  |  |  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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# APPENDIX-I

Form-17

# Format of Self-Attested Certificate regarding Associate

**Self-Attested Certificate regarding Associate**



Based on the authenticated record of [*Insert name of the Company*], this is to certify that [more than 50% (fifty per cent) of the subscribed and paid up voting equity of

ber/ Associate) is held, directly or

By virtue of the aforesaid, the latter exercises control over the former, who is an Associate.]

power, directly or indirectly,

operation of law, contract or otherwise]. By virtue of the aforesaid, the former exercises control over the latter, who is an Associate.]

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/Member and the Associate. In the event the Associate is under common Control with the Associate/Consortium Member or the Control is exercised by operation of law, the relationship may be suitably described and similarly certified herein.}

Name of the Applicant/Member:

Seal of the Applicant/Member:

# APPENDIX-I

Form-18

# Format of Information on Litigation

(To be provided by the Applicant/each Member)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **S.**  **No.** | **Name** | **Forum and Counterparty** | **Brief Description of the matter** | **Estimated financial liability** | **Current Status of Litigation** | **Orders passed Against the Applicant/Member** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
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# APPENDIX - II FINANCIAL PROPOSAL

**APPENDIX-II**

Form-1

# Covering Letter

(Date and Reference) To,

......................

.......................

.......................

Dear Sir,

# Subject: Appointment of Concessionaire for Development and Operation of Integrated Solid Waste Management System and Reclamation of Land through Bio-Remediation of Legacy Waste

I/We, ................................. ) herewith enclose the Financial Proposal for selection of my/our Company/Joint Venture/Consortium as Concessionaire for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

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

# APPENDIX-II

Form-2

# Format for Bid Price Sheet7

*(See Clause 2.1.3)*

*(Only for Reference: Quotation to be filled and uploaded online only)*

Date:

To,

# Re: Request for proposal for Selection of Concessionaire for Development and Operation of Integrated Solid Waste Management System and Reclamation of Land through Bio-Remediation of Legacy Waste

Dear Madam/Sir,

We are pleased to submit our Financial Proposal for Development and Operation of Integrated Solid Waste Management System and Reclamation of Land through Bio-Remediation of Legacy Waste under DBFOT (Design, Build, Finance, Operate and Transfer) structure.

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Description** | **Quotation**  **(in figure and words)** |
| 1. | **Capital Cost of the Project (Net Present Value) (inclusive of all taxes)** | INR |
| 2. | **O&M Charges** per ton of collection, transportation and  processing of municipal solid waste (Net Present Value) (inclusive of all taxes) | INR |
| 3. | **Guaranteed Energy Consumption during O&M Period** | Units |
| 4. | **Land Requirement for the Project** | Units |

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



7 Formula for calculation of the Bid Price to be determined by the State Government and the Authority

Yours faithfully Authorized signatory

(Name & seal of the Applicant)

Date:

Place:

# Applicants to note the following while filling-up the Financial Proposal:

The Applicants shall essentially submit the Bid Price online as provided above for construction period and operations period separately during the concession period.

The quoted amount must include two places of decimals.

# APPENDIX-II

Form-3

# Letter of Declaration

*(The Letter of Declaration is to be submitted by EACH Member in case of Joint Venture/Consortium)*

Date:

Place:

To,

Dear Sir/Madam,

# or Selection of Concessionaire for Development and Operation of Integrated Solid Waste Management System and Reclamation of Land through Bio-Remediation of Legacy Waste

This has reference to the Proposal being submitted by (mention the name of the Applicant/ Lead Member of the Joint Venture/Consortium), as single entity/ Lead Member of the Joint Venture/Consortium comprising (mention name(s) of the Members) in respect of Selection of Concessionaire for Development and Operation of Integrated Solid Waste Management System and Reclamation of Land through Bio-Remediation of Legacy Waste in response to the Request for Proposal

**RFP ** State Government and the Authority We hereby confirm the following:



1. We (name of the Applicant/ Member furnishing the Letter of Declaration), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:

For the purpose of all subsequent communications with the State Government and the Authority the Applicant shall be represented by (mention name of the authorized representative of the Applicant/ Lead Member);

*{The Joint Bidding Agreement has been signed between/among (names of the*

*Members), as members of the Joint Venture/Consortium; and the Proposal is being submitted on behalf of the Joint Venture/Consortium (name of the Lead Member).}8*

1. We have satisfied ourselves regarding our role as (here give a brief description of the role) in the Project as specified in the Proposal. If the Applicant/Joint Venture/Consortium is awarded the Project, we shall perform our role as outlined in the Proposal to the best of our abilities. We have examined the Proposal in detail and the commitments made in the same. We agree and undertake to abide by the Proposal and the commitments made therein.
2. We authorize (name of the authorized representative of the Applicant/Lead Member), as the Lead Member and authorize the same to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the Joint Venture/Consortium, in respect of this Project.
3. *{We understand that, no change in the membership in the Joint Venture/Consortium, in the role and form of responsibility of any Member shall be permitted after submission of the Proposal. If any change in the membership of the Joint Venture/Consortium is desired, it would need to be communicated to the State Government and the Authority in writing for its approval. The State Government and the Authority would reserve the right to reject such requests for a change of Joint Venture/Consortium structure, if in its opinion; it would adversely affect the same.}9*

For and on behalf of:

[Signature]

(Authorised Representative and Signatory) Name of the Person:

Designation:

8 Applicable only in case of a Joint Venture/ Consortium

9 Applicable only in case of a Joint Venture/ Consortium

# APPENDIX-II

Form-4

# Declaration regarding customs/excise duty exemption for materials to be purchased for use in developing the Project

(Applicant 

# To:

**Dear Sir:**

**Ref:** ---------------------- [Name of the Project] - Certificate for Import/Procurement of Goods and materials/Construction Equipment.

1. We confirm that we are solely responsible for obtaining customs/excise duty waivers which we have considered in our Proposal and in case of failure to receive such waivers for reasons whatsoever, the Owner will not compensate us.
2. We are furnishing below the information required by the State Government and the Authority for issue of the necessary certificates in terms of the Government of India Central Excise Notification No. \*\*\* along with all subsequent amendments including the amendment dated \*\*\* and Customs Notification No. \*\*\*.
3. The goods, equipment and materials for which certificates are required are as under:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Items** | **Make/ Brand Name/Class** | **Capacity [where applicable]** | **Quantity** | **Value** | **State whether it will be procured locally or imported [if so from which country]** | **Remarks regarding justification for the quantity and their usage in development of**  **the Project** |
| Goods | | | | | | |
| [a] |  |  |  |  |  |  |
| [b] |  |  |  |  |  |  |

1. We agree that no modification to the above list is permitted after Proposals are opened.
2. We agree that the certificate will be issued only to the extent considered reasonable by the State Government and the Authority for the work, based on the Proposal submitted by us, the proposed methodology, technology and work plan furnished along with the Proposal.
3. We confirm that the above goods will be exclusively used for the construction of the above work. We are aware that exemption will be issued to only goods/material/equipment which form part of the work on permanent basis but not for the goods/material/equipment which are used by the us for execution of project and after completion of the project, the goods remain with the us being owner of such goods for further deployment in other projects.

Date:

Place:

(Signature) (Printed Name) (Designation) (Common Seal)