GREATER CHENNAI CORPORATION

Greater Chennai Corporation (GCC) invites "Request for Qualification cum Request for Proposal" (RFQ-cum-RFP) through e-procurement from reputed entities under single stage Two Bid system through International Competitive Bidding for:

'City Cleaning Project: Collection & Transportation of Solid Waste, Street Sweeping Waste (including street sweeping activities), Horticulture Waste and Collection & Storage of Domestic Hazardous Waste in the Zones 5&6 (Package-6) to the Designated Processing Facility/ Dump Site/ Depositing Centers of Greater Chennai Corporation'

TENDER NOTICE NO.: SWMC.No.A7/4640/23

VOLUME-I (INSTRUCTION TO THE BIDDERS) ITB

31/07/2024

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SCHEDULE OF KEY DATES

Tender Notice Number	SWMC.No.A7/4640/23
Notice Inviting Tender (NIT)	'City Cleaning Project: Collection & Transportation of Solid Waste, Street Sweeping Waste (including Street Sweeping activities), Horticulture Waste and Collection & Storage of Domestic Hazardous Waste in the Zones 5 & 6 (Package-6) to the Designated Processing Facility/ Dump Site/ Depositing Centers of Greater Chennai Corporation'
Date of Purchase/download of RFP Documents	31/07/2024 onwards
Pre-Bid Meeting date and venue	22/08/2024 @ 11.00 am- Commissioner Conference Hall
Bid Due Date (Online submission)	Date: 24/09/2024 Time: 3.00 pm
Bid- Opening Date and Time	Date: 25/09/2024 Time: 4.00 pm
Bid Opening Place	Office of the Superintending Engineer, Solid Waste Management Department, Greater Chennai Corporation, Ripon Building, Chennai-600003.
Technical Bid Opening Date	25/09/2024
Bid Validity	180 (Hundred and Eighty Days) from the Bid- Due Date
Financial Bid Opening Date	To be informed after the evaluation of Technical Bid
Address of the Tender Inviting Authority **Contact:** **E mail:**	Superintending Engineer, Solid Waste Management Department, Greater Chennai Corporation, Ripon Building, Chennai-600003. 044-25619228/25303839 seswm@chennaicorporation.gov.in
Cost of Tender (RFP) Document	The cost of tender documents is INR.3,00,000.00 (Rupees Three Lakhs Only) plus 12% (Twelve percent) GST, which is nonrefundable and shall be paid online in favor of the Commissioner, Greater Chennai Corporation.
Earnest Money Deposit/ Bid Security	Security of Rs: 4.15 (Four point one five) crores refundable not later than 180 (One Hundred Eighty) days from the Bid Due Date, shall be paid online in favor of the Commissioner, Greater Chennai Corporation.
Hard Copy submission	Not applicable
Bidders barred from bidding of this tender	Single bidders / Consortium partners under suspension, debarred, blacklisted, by GoI, GoTN, PSUs, or whose contracts stand terminated as on Bid Due Date are ineligible to apply for this tender.

Note:

1. If the Bid Due Date happens to be Public Holiday, then Bid shall be opened on the next working day at the same venue and time
2. Appendix IX (Financial Bid) to be uploaded online only and no hard copy to be submitted**. [Note: No hard copy to be submitted, if submitted Bid shall be rejected];**
3. Appendix I to XIV to be uploaded in online to the Tender Inviting Authority online within stipulated date and time.
4. In case those terms which are not defined in this RFP, the definitions and interpretation under TNTT Act and TNTT Rule shall prevail.

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VOLUME III	PROJECT INFORMATION MEMORANDUM

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IV	POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
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Preamble

Governing Law: All contracts that relate to the RFP document, including the Draft Concession Agreement, shall be governed by the law for the time being in force in the Republic of India Law Governing the Contract:

Interpretation: Words importing the singular number shall also include the plural and vice versa where the context requires and similarly men shall also include women and vice versa where the context requires

Omissions and Discrepancies: Should a Bidder find discrepancies in or omissions from the drawings or any of the Appendix or Request of Bid or should he be in doubt as to their meaning, he should at once notify the Authority who may issue clarification and upload on **http://tntenders.gov.in website.** It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of bidding process and Successful Bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

Language: The Bid prepared by the Bidder and all correspondence and documents relating to the tender shall be in English language.

Document Submission: Submitted documents in response to this RFP and subsequent queries raised by the Authority, shall not be returned by the Authority to the Bidder.

Currency: The currency for the Bid shall be the Indian National Rupee (the “Rupee”)

DEFINITIONS

"Authority" shall mean "The Commissioner, Greater Chennai Corporation" (including the Authorized representatives of the Commissioner, Greater Chennai Corporation);

"**Bidder**" shall mean a single company or a consortium of maximum of three legal entities each of which shall be incorporated under their respective jurisdiction including any amendment thereof and should have been in existence at least three years[1] prior to the Bid Due Date;

"Bidding Stage" shall mean the time duration between Bid Due Date to the date on which the Successful Bidder has accepted the Letter of Award (LoA) unconditionally.

"Concessionaire" shall mean the successful bidder elected by the Authority to implement the project and who has entered into the Concession Agreement with the Authority for Implementation of the Project;

"Conflict of Interest" shall mean as specified in sub-Article 2.1.13;

"**Consortium**" shall mean the consortium consisting of M/s……., M/s……. and M/s …….. formed/acting pursuant to the Joint Bidding Agreement entered into by them, for the purpose of submitting their Bid for undertaking the Project and the event of their being accepted by the Authority to implement the Project through Special Purpose Vehicle formed and registered by them at Chennai in India; provided that in case of a Consortium, at least one member shall be incorporated in India;

"Decentralized Processing Facility" shall mean the zone wise (5&6) composting/ Biomethanation units/resource recovery centres (RRC)/Material Recovery Facilities (MRF) and plastic shredding units operated by the Greater Chennai Corporation or by contractors of Greater Chennai Corporation for which the concessionaire needs to deliver the segregated waste quantity daily as mentioned in Project Information Memorandum (the "PIM"). It also includes the disposal of dead animals, carcasses etc to designated sites within the Project Area;

"Domestic Hazardous waste collection centres" shall mean the zone wise domestic hazardous waste collection centres set up by the Authority for the depositing the domestic hazardous waste. These centers may be operated & maintained by the Concessionaire;

"**Eligible Project (s)"** The project for which the Bidder (s) are seeking Technical Qualification as defined under sub Article 3.6.1 and sub Article 3.6.2

[1] In case of consortium all the consortium partners should be in existence at least three years prior to the Bid Due Date i.e. must possess Financial Statement of three years (36 months).

"Initial Annual Quote" shall mean the lumpsum quote provided by the Concessionaire to implement the entire Scope of Work as specified in the RFP for a period of one year;

"Net Worth" shall mean 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;

"Person" shall mean (unless otherwise specified or required by the context), Firm, Company, Corporation, Government, State or Agency of a State;

"Project" shall mean the Project for City Cleaning Project for collection and transportation of solid waste from Zones 5 & 6 of the Greater Chennai Corporation area to the Processing Facility/Dump site as detailed in Schedule I of Vol IIB of this RFP in Totality;

"Project Area" shall mean the geographical area of Zones 5&6 which are coming under administration of Greater Chennai Corporation as of now;

"Project Value" shall mean the sum of the capital cost of the project from the commencement date to the expiry of the concession period, submitted by the bidder along with the Financial Bid;

"Paid-up Share Capital" or "Share Capital Paid-Up" shall mean such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid-up in respect of shares issued and also includes any amount credited as paid-up in respect of shares of the company, but does not include any other amount received in respect of such shares;

"Request for Proposal (RFP) Document/ Bidding Document/ RFQ-cum-RFP Document/ RFP/Tender Document" shall mean all documents whether containing words, figures or drawings which are, before the delivery of the Bidder's Bid and for the purposes of his tender, issued to him by or on behalf of GCC or embodied by reference in such delivered documents or specified therein as being available for inspection by the Bidder;

"subsidiary or subsidiary company" , in relation to any other company (that is to say the holding company), means a company in which the holding company

(i) controls the composition of the Board of Directors; or

(ii) exercises or controls more than one-half of the total share capital either at its own or together with one or more of its subsidiary companies:

Provided that such class or classes of holding companies as may be prescribed shall not have layers of subsidiaries beyond such numbers as may be prescribed.

Explanation.—For the purposes of this clause,—

(a) a company shall be deemed to be a subsidiary company of the holding company even if the control referred to in sub-clause (i) or sub-clause (ii) is of another subsidiary company of the holding company;

(b) the composition of a company‘s Board of Directors shall be deemed to be controlled by another company if that other company by exercise of some power exercisable by it at its discretion can appoint or remove all or a majority of the directors;

(c) the expression ―company includes anybody corporate;

(d) layer in relation to a holding company means its subsidiary or subsidiaries;

“Successful Bidder” shall mean the bidder (either single entity or Consortium) quoting the lowest Initial Annual Quote (IAQ) and has been issued LOA after following the due process;

“Turnover” shall mean the aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year;

“Waste generators” shall mean all residential, commercial, institutional, green waste generators in the project area inclusive of private markets, recreation centers, public places and from the places of occasional accumulation of such solid waste by establishments located within the Project Area; and

“Waste” or “Solid Waste (SW)” shall mean as described in Draft Concession Agreement Volume IIA of this RFP.

Note: The terms and definitions not covered above but referred to in this ITB may be referred in the Definitions of Article 1 of Vol II A of this RFP.

ABBREVIATIONS

DBFOT:	Design Build, Finance, Operate and Transfer
DCA:	Draft Concession Agreement
DHW:	Domestic Hazardous waste
EHS:	Environmental Health and Safety
FDR:	Fixed Deposit Receipt
GCC:	Greater Chennai Corporation
GoI:	Government of India
GoTN:	Government of Tamil Nadu
IEC:	Information, Education and Communication
ITB:	Instruction to Bidder(s)
LOA:	Letter of Award
MoEF:	Ministry of Environment & Forests
PIM:	Project Information Memorandum
PPP:	Public Private Partnership
RFP:	Request for Proposal
SBM:	Swachh Bharat Mission
SPV:	Special Purpose Vehicle
SW:	Solid Waste
SWM:	Solid Waste Management

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) 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 Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their bids (the "Bid") including all the necessary submissions and the Financial Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability 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 during the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

Greater Chennai Corporation, Chennai

Request for Proposal (RFP) For 'City Cleaning Project: Collection & Transportation of Solid Waste, Street Sweeping Waste (including street sweeping activites), Horticulture Waste and Collection & Storage of Domestic Hazardous Waste in the Zones 5&6 (Package-6) to the Designated Processing Facility/ Dump Site/ Depositing Centers of Greater Chennai Corporation'

Price of Document: RS. 3, 00,000 /- (Rupees Three Lakhs Only) plus 12% (twelve percent) GST [non-refundable] is to be paid by the bidder online in favor of The Commissioner, Greater Chennai Corporation to be submitted along with the Bid Security on or before the Bid Due Date and Time.

Superintending Engineer,
Solid Waste Management Department,
Greater Chennai Corporation,
Ripon Buildings,
Chennai-600003.

1. Project Introduction

1.1 Background

1.1.1 Chennai, the capital of Tamil Nadu, is located on the Coromandel Coast on the Northern end of the State of Tamil Nadu at 13°5′N 80°16′E. The city is managed by a Municipal Corporation namely Greater Chennai Corporation, which is one of the oldest Municipal Institution in India and was established on 29th September 1688. The city is situated on the southern part of the eastern coast of India, popularly known as Coromandel Coast.

1.1.2 The table below provides broad details of Greater Chennai Corporation.

Table 1: General Profile of Greater Chennai Corporation

Particulars	Numbers
Population (2011 Census)	66,66,297
Projected Population (2023)	89,34,917
Projected Population (2024)	91,65,258
Projected Population (2025)	94,01,539
Projected no. of Households (2023)	22,33,729
Projected No. of Households (2024)	22,91,315
Area (sq. km)	426
No. of Zones	15
No. of Wards	200
Total Road Length (Km)	7,302.00
Total Drain length (Km)	1,660.31

1.1.3 The Greater Chennai Corporation (GCC) is responsible for providing various municipal and civic services within its jurisdiction out of which one major component is scientific management of solid waste generated within it's administered area, in compliance with Solid Waste Management Rules, 2016 and other applicable rules as well as regulations.

1.1.4 GCC has planned a major initiative for total transformation of existing solid waste management practices which include creation and maintenance of an effective infrastructure for collection, segregation and transportation of Solid Waste. Major emphasis has been laid on devising a system that shall ensure:

Collection of segregated solid waste from households, residential societies, slums, commercial establishments, Bulk waste generators, canal/river bank solid waste collection, management of secondary collection points, and transporting the solid waste in segregated manner to possible maximum extent to processing site/final disposal place (falling within or outside the project area) for further processing including providing required quantity of segregated waste to the decentralized processing facilities, manual & mechanical sweeping of all roads/streets/pavements on daily basis, separate collection & transportation of domestic hazardous waste to collection centers. In addition to this, Concessionaire shall also be responsible to collect and transport the horticulture/garden waste to be generated from households, commercial space and parks/gardens cleaning of the slums, maintaining hotspots, maintaining litter free corridor etc. and delivering same to the processing facilities and designing and implementation of Information Education and Communication (IEC) activities to achieve higher people participation in waste management activities.

1.2 The Project Area

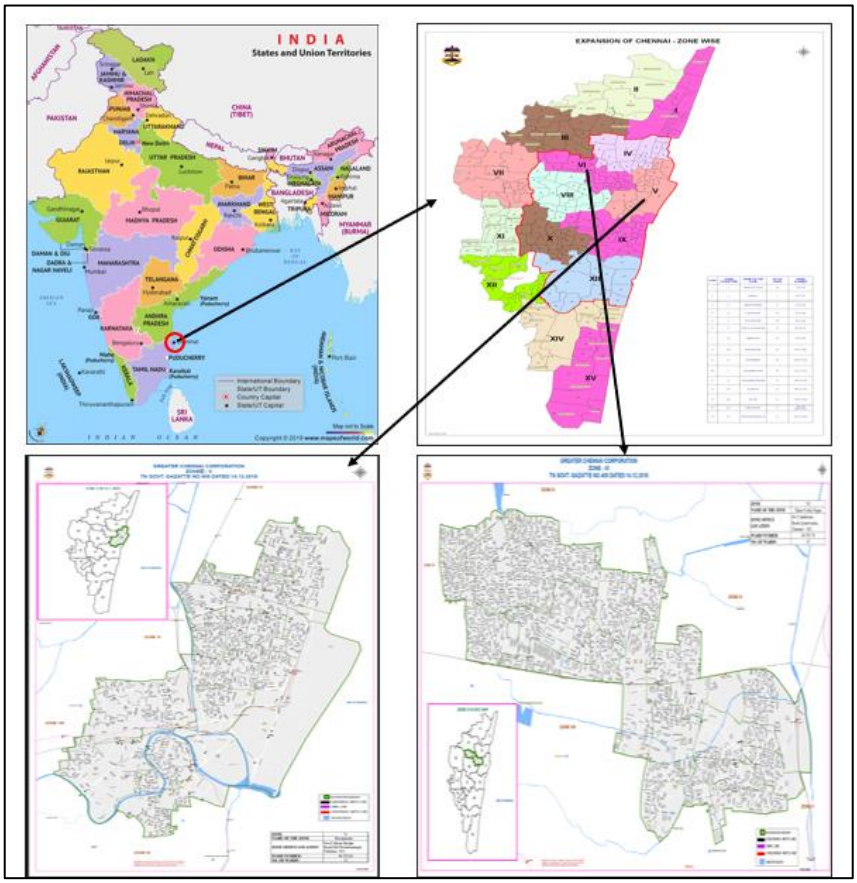
1.2.1 The Project Area is 38.92 sq.km and consists of Zones 5&6 of the GCC administrated area. Zone-5 is Royapuram whereas Zone-6 is Thiru-vi-ka Nagar. The zone details are mentioned in the table 2 below:

Table 2: Project Area Details

Zone	Name	Ward No.	Area (Sq. Km.)
05	Royapuram	49-63	21.81
06	Thiru-vi-ka Nagar	64-78	17.11

1.2.2 The base map below depicts the Project Area for Zones 5&6

Figure 1: Project Area Map: Battery Limit



1.2.3 The indicative projected population for Zone 5&6 is appended in Table 3 below. However the prospective bidder can use their own scientific method and other sources while assessing the projected population and estimating the infrastructure requirements thereon:

Table 3: Zone wise indicative projected population

Year	Population (Zone 5)	Population (Zone 6)
2023	8,25,429	8,62,274
2024	8,46,712	8,84,506
2025	8,68,541	9,07,311
2026	8,90,934	9,30,704
2027	9,13,906	9,54,700
2028	9,37,468	9,79,315
2029	9,61,639	10,04,564
2030	9,86,431	10,30,464
2031	10,11,862	10,57,032
2032	10,37,950	10,84,285

Source: GCC

1.3 **Proposed Project**

1.3.1 GCC (the "Authority") is desirous to select an entity who shall within the Project Area carry out Household Collection of segregated Solid Waste, Street Sweeping/Road Cleaning/ management of litter free corridor, C&T of silt from drains and canals lying on the road side, C&T of Disaster Waste, C&T of Horticulture Waste, C&T of Domestic Hazardous Waste (the "DHW"), in the Zones 5 & 6, herein called "Package-6" and that the Project shall be executed by the Successful Bidder adjudged as successful pursuant to the bidding process under this RFP. The Project shall be implemented through Public-Private Partnership (the "PPP") model on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis in two stages i.e. procurement and the operation and maintenance of the Project. The Project also entails the Concessionaire to obtain all necessary statutory consent and clearances required for implementation of the Project, carry out IEC Activities, and ensure EHS compliance and safely handing over of the DHW.

1.3.2 The proposed model for Collection and Transportation of Solid Waste (SW) is "Cost of Service Delivery Model" instead of normally used "Tipping Fee Model". The main reason is to shift the Concessionaire's focus on minimization of SW to processing and disposal site by way of various interventions like IEC, Decentralized Processing, and public awareness & participation etc. The Concessionaire focus on measurable Key Performance Indicators (the "KPI") which in turn shall be constantly monitored by the IE and the Authority, by way of various evaluation and monitoring system.

1.3.3 The Authority intends to create and implement a performance-based payment mechanism wherein 50 % (fifty percent) of the payment shall be fixed and the remaining 50 % (fifty percent) shall be on the basis of evaluation of actual performance of the Concessionaire by the IE, on the basis of KPIs detailed out in Schedule 26 of Draft Concession Agreement Volume II of this RFP.

1.3.4 The concessionaire shall be paid by the Greater Chennai Corporation on a monthly basis for the collection and transportation services provided by concessionaire in the project area. The expenditure for this project comprises of wages, diesel and consumables whose price levels may change over the project period. Hence to account for these changes in price levels, the Initial Annual Quote shall be rebased as per the formula mentioned in sub-Article 8.5 of the Draft Concession Agreement of this RFP. Further to this, the detailed payment and penalty mechanism is mentioned in Schedule 26 of the Draft Concession Agreement of this RFP document.

1.3.5 The Successful Bidder who is either a company or group of companies in case the Bidder is a Consortium (All the members of the Consortium companies) incorporated under the Companies Act, 1956/2013, including any amendment thereof and should have been in existence at least three years prior to the Bid Due Date, and undertakes to incorporate itself as per the Joint Bidding Agreement as per Appendix-XII as such prior to execution of the Concession Agreement (the **"Concessionaire"**) shall be responsible to Design, Build, Finance, Operate and Transfer (DBFOT) of the Project under and in accordance with the provisions of a long-term Concession Agreement

(the **"Concession Agreement"**) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the RFP Documents pursuant hereto.

1.3.6 The actual Project Cost has to be determined by the Bidder based on a techno-commercial due diligence at their own cost.

1.3.7 The Draft Concession Agreement sets forth the detailed terms and conditions for grant of the Concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession Agreement") enclosed as Volume IIA of this document.

1.3.8 The Project Scope of Work to be fulfilled by Concessionaire is detailed in the schedules of Volume IIB of Draft Concession Agreement of this RFP Documents.

1.4 **Brief Description of Bidding Process**

1.4.1 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.

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

1.4.3 The Authority invites respondents to this RFP (the "Bidder") in Single Stage Process (Technical Qualification and Financial Bid) to submit their bids online through the e-tendering website by uploading the documents to **http://tntenders.gov.in**.

1.4.4 The Bidders are requested to submit their Bids in accordance with these RFP Documents. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the date as specified in the recital " Schedule of Key Dates" and appended in the table as "Bid Submission Due Date (online)"

1.4.5 The RFP Documents include Instruction to Bidders (the "ITB") the Volume -I of RFP, the Draft Concession Agreement (the "DCA") the Volume -II of this RFP, and Project Information Memorandum (the "PIM") the Volume -III of this RFP. Subject to the provisions of sub Article 1.4.1 above, the aforesaid documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, shall be deemed to form a part of the RFP Documents.

1.4.6 The Bid Document shall be available to all the Bidders from e-procurement website as per Date/Time mentioned on e-procurement portal **http://tntenders.gov.in** on payment of non-

adjustable & non-refundable amount of Rupees 3,00,000 (three lakhs) plus 12% (twelve percent) as Goods & Services Tax.

1.4.7 A Bidder is required to deposit, along with its Bid, an Earnest Money Deposit (EMD)/Bid Security of Rs.4.15 (Rupees Four point one five) Crores refundable not later than 180 (One Hundred and Eighty) days from the Bid Due Date except in the case of the Successful Bidder. The EMD shall be paid online only. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.4.8 Bidders would need to submit the following sets of documents on e-procurement portal in separate envelopes as part of their Bid.

a) Documents mentioned in sub-Article 3.4.1 (a), (e), (f), (g), (h) and sub Article 2.13.6 – "Qualification"

b) Approach & Methodology (IIOP) as mentioned in sub-Article 3.4.1 (j) and as per Appendix VIII; and

c) Financial Bid as per Appendix IX - "Financial Bid".

1.4.9 The evaluation of the submitted Bid shall be carried out in the following manner:

(a) The **first stage** would involve a test of responsiveness as specified in sub-Article 3.4. Those Bids found to be substantially responsive would be evaluated in the second stage.

(b) In the **second stage**, the Bids shall be evaluated on their Technical Qualification and Financial Qualification as per sub-Articles 3.6 and 3.7 of the RFP. Further, the Approach and Methodology (IIOP) submitted by the Bidders for undertaking the Project as per sub-Article 3.9 would be evaluated as per the evaluation criteria set out in sub-Article 3.3.2. Only those Bidders who qualify in the second stage would be shortlisted and considered for evaluation in the third stage, i.e. opening of the Financial Bid

(c) In the **third stage**, the Online Financial Bid would be opened, evaluated and negotiated to identify the Successful Bidder.

1.4.10 The Successful Bidder (the "Successful Bidder") shall be the technically Qualified Bidder quoting the Lowest Initial Annual Quote (the "IAQ") for implementing Project as per the Concession Agreement in the project area (lowest Bidder). The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in provisions of sub-Article 3.11.4 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case the Lowest Bidder withdraws or is not selected for any reason. In the event that, none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

1.4.11 Bidders are strongly recommended to examine the Project in greater detail, and to carry out, at their own cost & risk, such studies as may be required for submitting their respective Bids for award of the Concession to implement the Project. The Authority shall not be held responsible for any

incorrect decision arrived at by the Bidders based on the data provided in this RFP document nor bidder can claim any financial compensation or relief thereon solely relying on the data provided in this RFP document.

1.4.12 Further details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

1.4.13 Any queries or request for additional information concerning this RFP shall be submitted through email to the officer designated as set out in sub Article 2.9.1 till the end of Pre-Bid Meeting. Pre-bid meeting shall be held on 22.08.2024 @ 11.00 am @ Commissioner Conference Hall, Ripon Buildings, Chennai 600003. email communication shall be sent to seswm@chennaicorporation.gov.in shall clearly bear the following identification/ title in the subject line:

"Queries/ Request for Additional Information: RFP **'City Cleaning Project: Collection & Transportation of Solid Waste, Street Sweeping Waste (including street sweeping activities), Horticulture Waste and Collection & Storage of Domestic Hazardous Waste in the Zones 5 & 6 (Package-6) to the Designated Processing Facility/ Dump Site/ Depositing Centers of Greater Chennai Corporation (the Authority)".**

2. Instructions to Bidders

A. General

2.1 General Terms of Bidding

a) The **Bidder"** shall mean a single company or a consortium of maximum of three legal entities each of which shall be incorporated under their respective jurisdiction including any amendment thereof and should have been in existence at least three years prior to the Bid Due Date; provided that in case of a Consortium, at least one member shall be incorporated in India.

b) The Bidder shall be required to submit a true copy of its Incorporation Certificate evidencing the same with Bid.

c) The Bidder shall be a registered Employee State Insurance (ESI) and Provident Fund (PF) vendor and shall enclose last three months copies evidencing the same along with the copies of the registration certificate.

d) Deleted.

e) The Bidder or its Subsidiary or any entity held by the Promoter should not be going through the process of Corporate Debt Restructuring (CDR) or Insolvency & Bankruptcy proceedings or under Debt Recovery Tribunal proceeding during the last three financial years from the Bid Due Date or on the Bid Due Date. Further, if it is found that the Bidder is going through the above-mentioned proceeding during the Bid evaluation stage, the bid shall become invalid and if the same thing is found in case of a successful bidder after the issuance of LOA, the concession agreement shall not be signed.

2.1.1 Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Concession Agreement for the Project shall have the same meaning assigned thereto in the Concession Agreement.

2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.4 The Project Information Memorandum (PIM) [Volume III of this RFP document] is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations, financial planning, service method development, procurement strategy, service delivery planning, and other detailed examinations before submitting the Bids. Nothing contained in the PIM shall be binding on the Authority nor

confer any rights on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM.

2.1.5 The Financial Bid should be furnished as per the format (as per Appendix IX) on e-procurement portal clearly mentioning the Bid amount which shall be exclusive of all taxes, in both figures and words, in Rupees and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount quoted in words shall be considered.

2.1.6 The Bidder shall furnish a Bid Security as per sub Article 1.4.7 and in accordance with the provisions of this RFP.

2.1.7 The initial validity period of the Bid Security shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 30 (thirty) days and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security in the case of the Successful Bidder shall be retained till the execution of Performance Security under the Concession Agreement.

2.1.8 The Bidder should submit a Power of Attorney as per the format at Appendix III, authorizing the signatory of the Bid to commit on behalf of the Bidder.

2.1.9 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix IV.

2.1.10 Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid submission in case it is not as per the provision hereof.

2.1.11 The Bid submission and all communications in relation to or concerning the Bidding Documents and the Bid submission shall be in English language.

2.1.12 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority shall not return any Bid or any information provided along therewith.

2.1.13 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or

otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

A. The Bidder, its Member or Subsidiary (or any constituent thereof) and any other Bidder, its Member or any Subsidiary thereof (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 of a Bidder, its Member or an Subsidiary thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of subscribed and the Paid-Up Share Capital of such Bidder, Member or Subsidiary, as the case may be) in the other Bidder, its Member or Subsidiary, 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 sub-Article 2.1.13 (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 entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-Article (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-Article (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

B. A constituent of such Bidder is also a constituent of another Bidder; or

C. Any such Bidder, its Member or any Subsidiary thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Subsidiary, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Subsidiary thereof; or

D. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

E. Such Bidder, or any Subsidiary thereof, has a relationship with another Bidder, or any Subsidiary thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

F. Such Bidder or any Subsidiary thereof has participated as a consultant to the Authority the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this sub Article 2.1.13, shall include each Member of such Consortium.

2.1.14 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Subsidiary thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Successful Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Successful Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Subsidiary in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor shall this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.1.15 This RFP is not transferable.

2.1.16 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.17 To be eligible, a Bidder shall fulfil the conditions of eligibility set out in this RFP document sub Article 3.8

2.1.18 The Bidders shall submit its bid as per instructions laid down in this RFP along with its entire Appendix.

2.1.19 For determining the eligibility of Bidders for their qualification for the next stage hereunder, the following shall apply:

A. If the Bidder is a single entity, it shall express the intent to form a Special Purpose Vehicle (SPV) to be registered at Chennai, which shall be incorporated under the Indian Companies Act,1956/2013 to execute the Concession Agreement. The bidder shall express its intent to have Paid-Up Share Capital of at least 26% (twenty six percent) of the Project Value, which shall be maintained throughout the Concession Period, and the SPV shall implement the Project in case the Project is awarded to the Bidder.

B. A Consortium shall be eligible for consideration subject to the conditions set out hereunder: Where the Bidder is Consortium meeting all Qualification Requirement and other general requirement as per the RFP, it may be required to form a Special Purpose Vehicle to be registered at Chennai, which shall be incorporated under the Indian Companies Act, 1956/2013

to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming the SPV, comply with the following additional requirements:

1. Number of members in a consortium shall not exceed 3 (three),
2. Subject to the provisions of sub-Article 2.1.19 B above, the Bid should contain the information required for each member of the Consortium.
3. Members of the Consortium shall nominate one member as the Lead Member who shall possessing Technical Qualification who shall have an equity share holding as specified in sub-Article 2.1.19 B (7) (iv) The nomination(s) shall be supported by a Power of Attorney, as per the format given in Appendix - IV, signed by all the other members of the Consortium. All the consortium members shall be jointly and severally liable either till the financial closure stage or achievement of CoD, whichever happens later.

4. The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.
5. An individual Bidder cannot at the same time be member of the Consortium. Further, a member of a particular Bidder Consortium cannot be member of any other Consortium.
6. The members of the Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium.
7. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-XII (the "Joint Bidding Agreement"), for the purpose of making the Application and submitting the Bid. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
    (i) convey the intent to form an SPV, with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement in case the Project is awarded to the Consortium.
    (ii) Clearly outline the proposed roles and responsibilities, if any, of each member.
    (iii) Commit the minimum equity stake to be held by each member as per the 2.1.19 (B) (7) (iv).
    (iv) Commit that each of the members, for the purpose of the Project shall subscribe to the paid up and subscribed equity of the SPV which shall be maintained throughout the Concession Period as follows:

S.No.	Year from COD	Total Shareholding to be held by the Consortium	Balance Shareholding which can be held by entity outside consortium	Minimum Shareholding of the Members of the Consortium[2]			Cumulative shareholding of consortium members should be: (d=a+b+c)
				Technical (a)	Financial (b)	Other (c)	
1	0-3	100%	-	51%	26%	-	100%
2	4-10	51%	49%	26%	-	-	51%

(v) shall further clarify that each such member shall, for a period of 3 (three) years from the CoD of the Project, hold equity capital not less than the subscribed and paid-up equity share capital of the SPV as specified in sub-Article 2.1.19 (B) (7) (iv) above.

(vi) Members of the Consortium undertake that they shall jointly and severally hold the minimum share of the subscribed and paid-up equity of the SPV throughout the Concession Period as specified in sub-Article 2.1.19 (B) (7) (iv) above; and

(vii) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project till achievement of financial closure or COD, whichever happens later; and

(viii) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority, which the Authority shall not deny generally.

2.1.20 A Bidder shall be liable for disqualification if any legal, financial, or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member, or any Subsidiary thereof, as the case may be, in any manner for matters related to incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Subsidiary in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor shall this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.1.21 The Bidder should submit a Power of Attorney as per the format in Appendix III & Appendix IV, authorizing the signatory of the Application to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix - IV.

[2] The consortium members shall have option to transfer the shares to such entity where the entity (consortium member) intends to transfer shares has more than 51% shareholding.

2.1.22 Not used

2.1.23 The Bidder may seek Technical Qualification or Financial Qualification based on capability of its Subsidiary(s) for the purpose of meeting the Qualification. In case of the Bidder being a Consortium, any Member may seek Qualification based on capability of its Subsidiary. The documentary evidence determining the relationship of Subsidiaries with the Bidder or with the Member of the Consortium, including the Lead Member, shall not be dated prior to 01st April 2024. Documentary evidence certified by the Company Secretary to establish such relationship shall be furnished by the Bidder along with the Bid.

2.1.24 Any entity which has been barred by the Central/ State Government/ Public Sector Unit/ Urban Local Bodies, or has its contract terminated due to poor performance in any sector concessions or any entity controlled by them, from participating in any PPP project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.1.25 A Bidder/ Consortium Member or Subsidiaries should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder / Consortium Member or Subsidiaries as the case may be, nor been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder/ Consortium Member or Subsidiaries.

2.1.26 While computing the Financial Capacity (Net Worth, Annual Turnover and fund-raising capacity) of the Bidder under sub-Article 3.7, the Financial Capacity of the bidding entity shall be considered and those of its Subsidiaries shall not be considered.

2.2 **Change in Composition of the Consortium**

2.2.1 The change in the composition of a Consortium shall not be permitted by the Authority during the Bidding Stage.

2.3 **Change in Ownership**

2.3.1. By submitting the Bid, the Bidder acknowledges that it was pre-qualified and who shall be short-listed on the basis of Technical Qualification and Financial Qualification of those of its Consortium Members who shall, until the 3rd (third) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 100% (Hundred per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Value specified in the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

2.3.2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Subsidiary whose Technical Capacity of "Lead Member" was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with this RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Successful Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security as damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/ or the Concession Agreement or otherwise.

2.4 **Number of Bids and Cost thereof:**

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

2.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 **Site visit: Project Area and Project Site/ Movable Assets**

2.5.1 Prior to submitting the Bid, the Bidder is encouraged to visit and examine the Project Area, Project Site and Movable Asset and ascertain for themselves all technical data, and other information necessary for preparing their Bid including carrying out necessary technical surveys, field investigations, market & demand assessment assets condition assessment etc. at its own cost and risk. Bidders are encouraged to submit their respective Bids after visiting the Project Area/ Site to ascertain the ground situation, coverage, quality of assets or any other matter considered relevant by it. The Bidder shall be deemed to have full knowledge of the site conditions, traffic, location, surroundings, climate, availability of manpower and other utilities for project service delivery, whether data, applicable laws and regulations and any other matter considered relevant by them whether physically inspected or not, if Bidder submits a Bid for this project.

2.5.2 For the above purpose, the Bidders may approach the Authority for assistance during any site visit. The Bidders shall be responsible for all arrangements and shall release and indemnify the Authority and/or any of its agencies/consultants/advisors from and against all liability in respect hereof and shall be solely responsible for any personal injury, loss of or damage to property or any other loss,

damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen due to this RFP.

2.5.3 It shall be deemed that by submitting a Bid, the Bidder has:

a) Made a complete and careful examination of the RFP.

b) Received all relevant information requested from the Authority.

c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in sub-Article 2.5.1 above.

d) Satisfied itself about all matters, things and information including matters referred to in sub-Article 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder.

e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in sub-Article 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time of performance of its obligations, loss of profit etc. from the Authority, or a ground for termination of the Concession Agreement; and

f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.4 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 **Acknowledgement by Bidder**

2.6.1 It shall be deemed that by submitting a Bid, the Bidder has:

a) Made a complete and careful examination of the RFP.

b) Received all relevant information requested from the Authority.

c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in sub-Article 2.5 above.

d) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.7 **Right to accept and to reject any or all Bids**

2.7.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of the Authority thereunder. Failure

of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of the Authority thereunder.

2.7.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.7.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

(a) At any time, a material misrepresentation is made or uncovered, or

(b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to proceed (a) as per the sub-Article 3.11.4, or (b) take any such measure as may be deemed fit at the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and shall additionally include any Addenda issued in accordance with sub Article 2.8.

Instruction to Bidder

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids

Section 4. Fraud and Corrupt Practices

Section 5. Pre-Bid Meeting

Section 6. Miscellaneous

Appendices

I	**Letter Comprising the Bid**
II	**Details of the Bidder**
III	**Power of Attorney for Signing Of Bid**
IV	**Power of Attorney for Lead Member Of Consortium**
V	**Anti-Collusion Certificate**
VI	**Format for Financial Capacity – Net Worth**
VI-A	**Format or Financial Capacity – Annual Turnover**
VII	**Format for Technical Qualification Bid**
VIII	**Format for Initial Implementation and Operation Plan**
IX	**Format for Financial Bid**
X	**Deleted**
XI	**Statement of Legal Capacity**
XII	**Joint Bidding Agreement**
XIII	**Deleted**
XIV	**Deleted**
Exhibit I	**Deleted**
Exhibit II	**Declaration by Subsidiary**
Exhibit III	**Bidding Process Flow Diagram**

2.8.2 This RFP document contains following books namely:

(i) Volume-I : Instruction to Bidder

(ii) Volume-II : Draft Concession Agreement (Volume-IIA & IIB)

(iii) Volume-III : Project Information Memorandum (Volume III) shall be provided

2.9 **Clarifications of Pre-Bid Queries**

2.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing only through e-mail to the address provided in Schedule of key dates. They should send in their queries before the Pre-Bid meeting Date as specified in Schedule of key dates. The Authority shall endeavor to respond to the queries before the date specified in the schedule of Bidding Process contained in key dates in recital. The Authority shall endeavor to respond to the queries within the period specified therein and upload the responses on the website (http://tntenders.gov.in)

2.9.2 However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Article shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

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

2.10 **Amendment of Bidding Document**

2.10.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by any probable Bidder, amend/modify/update the RFP by way of issuance of Addenda / Addendum/ Corrigendum.

2.10.2 Any Addenda / Addendum/ Corrigendum thus issued shall be uploaded on http.tntenders.gov.in;

2.10.3 In order to provide the Bidders a reasonable time for taking an Addenda / Addendum/ Corrigendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date suitably.

(iv) **PREPARATION AND SUBMISSION OF BIDS**

2.11 **Language**

2.11.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered, for the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail. If in case, the Authority finds any discrepancy in the main document and the English translations of the same document, then the Bid shall be summarily rejected.

2.12 **Format and Signing of Bid**

2.12.1 The Bidder shall provide all the information sought under this RFP. The Authority shall evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection. Those bids which are not in the required formats shall be termed as “non-responsive”.

2.12.2 The Bidder shall submit the scanned copy of the original Bid documents through the portal https://tntenders.gov.in/ on or before the Bid Due Date and Time. It is further clarified that the online submission of Bid within the stipulated Date and Time shall be termed as final and submission of online Bid after the Bid Due Date and time shall lead to rejection of bid.

2.12.3 The Bid Documents and its copies shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink and documents

submitted online must be digitally signed. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers.

2.13 **Sealing and Marking of Bid**

2.13.1 The Bidder shall submit the Bids in the manner specified in the sub-Article 2.11 and 2.12.

2.13.2 The Bidder shall submit the Bid in accordance with the guidelines prescribed in this RFP, Instructions to Bidders for participation in e-Tendering and ensure that the Bid is complete in all aspects. The Authority reserves the right to reject Bid that do not conform to the clauses as prescribed in the various sections of this RFP.

2.13.3 The Bid shall be submitted in three parts on http.tntenders.gov.in.

a) Part-I: Qualification documents

b) Part II: Approach & Methodology (IIOP) document

c) Part-III: Financial Bid as Appendix- IX, available on https.tntenders.gov.in

2.13.4 The Financial Bid should be contained in Part III only. Inclusion of any Financial data in other parts would lead to disqualification of the Bid.

2.13.5 Not used

2.13.6 Deleted.

2.13.7 Deleted.

2.13.8 Deleted.

2.13.9 Deleted.

2.13.10 Deleted .

2.13.11 Bids submitted through other modes like fax, telex, telegram or e-mail shall not be entertained and shall be rejected summarily.

2.13.12 Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the different Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making provision for incorporation of the requested information.

2.14 **Contents of the Bid**

2.14.1 The Bid shall be furnished in the format as per Appendices attached. The Bidder shall quote the amount in Rupees only, to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.

2.14.2 The opening of Bids and acceptance thereof shall be responsive in accordance with this RFP.

2.14.3 The proposed Concession Agreement shall be deemed to be part of the Bid.

2.15 **Modifications/ Substitution/ Withdrawal of Bids**

2.15.1 No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Due Date.

2.15.2 Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by Authority, shall be disregarded.

2.15.3 The Bidder shall not be allowed to withdraw the bid which is identified as the Successful Bid. In case such request of withdrawal is received by the Authority from the Successful Bidder, the provision of sub-Articles 2.20.7 and sub-Article 3.11.4 shall apply, further such Bidder shall be barred from participating in any tenders for a period of 03 (three) years.

2.16 **Rejection of Bids**

2.16.1 Notwithstanding anything contained in this RFP, The Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulments, and without assigning any reason thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 **Validity of Bids**

2.17.1 The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 **Confidentiality**

2.18.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority shall treat all information, submitted as part of the Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

2.19 **Correspondence with the Bidder**

2.19.1 The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid however to maintain transparency it shall publish/send the evaluation report to all the Bidders.

(v) BID SECURITY

2.20 **Bid Security**

2.20.1 The Bidders shall furnish as part of its Bid, a Bid Security of Rupees Rs: 4.15 (Four point one five) crores payable online having a validity period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date, as may be extended by the Bidder from time to time.

2.20.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.20.4 Bid Security of unsuccessful Bidders shall be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Successful Bidder or when the Bidding Process is cancelled by the Authority.

2.20.5 The Successful Bidder's Bid Security shall be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.20.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as compensation/damages to the Authority, In any of the events specified in sub- Article 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority shall suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.7 The Bid Security shall be forfeited and appropriated by the Authority as compensation and damages payable to the Authority for inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Article-4 of Volume I of this RFP;

b) If the Bidder withdraws its Bid after the opening of the Bid;

c) Deleted

d) In case the Successful Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

e) In the case of Successful Bidder, if it fails within the specified time limit –

   I. To sign and return the duplicate copy of LoA as token of acknowledgement,

   II. To sign the concession Agreement and/or

   III. To furnish the Performance Security within the period prescribed thereof in the LoA/Concession Agreement

3. Evaluation of Bids

3.1 Confidentiality

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

3.1.2 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

3.2 Clarifications

3.2.1 To facilitate evaluation of Qualification Bids the Authority may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing. If a Bidder does not provide clarifications sought within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

3.2.2 Bidders are advised that the evaluation of Bids shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection shall be given.

3.2.3 Any information contained in the Bids shall not in any way be construed as binding on the Authority, its agents, successors, or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.

3.2.4 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

3.3 Opening and Evaluation of Bids

3.3.1 Opening and Evaluation

a) The Authority shall open the Qualification Documents on the Bid Due Date as set out in key dates, at the place specified in Schedule of key dates and in the presence of the Bidders who choose to attend. The Online Financial Bids of qualified Bidders shall be opened at a date and time, notified

by the Authority, at the place specified in Schedule of key dates and in the presence of the Bidders who choose to attend.

b) The Authority shall follow the process of Evaluation as set out hereunder:

1. The **first stage** would involve a test of responsiveness as specified in sub-Article 3.4. Those Bids found to be responsive would be evaluated in the second stage.
2. In the **second stage**, the Bids shall be evaluated on their Technical Qualification and Financial Qualification as per sub-Articles 3.6 and 3.7 of the RFP. Further, the Approach and Methodology (IIOP) submitted by the Bidders for undertaking the Project as per sub-Article 3.9. Only those Bidders who qualify in the second stage would be shortlisted and considered for evaluation in the third stage, i.e. opening of the Financial Bid
3. In the **third stage**, the Online Financial Bid would be opened and evaluated to identify the Successful Bidder.

3.3.2 Deleted

3.3.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.3.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors, or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.

3.3.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

3.3.6 To assist in the examination, evaluation and comparison of Bids, the Authority may utilize the services of consultant(s) or advisor(s).

3.4 **Tests of responsiveness, Evaluation for Qualification & Financial Bid**

3.4.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

a) It is received as per the sub Articles 2.1 (b),(c), (d); 2.1.1,1.4.6, 1.4.7 and 2.1.7;

b) It is received as per the format given in Appendix I to Appendix XIV (except Appendix-IX);

c) It is received by the Bid Due Date and time including any extension thereof pursuant to key dates.

d) It is submitted properly online as per the provisions of this RFP ;

e) It is accompanied by valid Bid Security as per the sub-Article 1.4.7.

f) It is accompanied by the Power(s) of Attorney as specified in sub-Article 2.1.21, as the case may be;

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

h) It contains certificate from the Chartered Accountant in the formats specified at Appendix VI &VI (A) of this RFP for each Eligible Projects.

i) It is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Appendix XII.

j) It contains the details of the proposed plan for undertaking the Project (detailing out each of the items set out in Appendix VIII.

k) Deleted.

l) It does not contain any condition or qualification; and

m) It is not non-responsive in terms hereof.

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

3.4.3 If found responsive, the Bid would be evaluated for adequacy of the same vis-à-vis requirements and conditions set out in the RFP.

3.5 **Evaluation parameters**

3.5.1 The Bidder's competence and capacity is proposed to be established by the following parameters:

Part-I: Qualification documents

Part II: Approach & Methodology (IIOP)

Part-III: Financial Bid as Appendix- IX, available on http.tntenders.gov.in.

3.6 **Technical Qualification**

3.6.1 The Bidder shall have experience of two Solid Waste Collection and Transportation projects in any one year within the last five years in any country/India before the bid due date, in which:

(a) cumulatively covering at least 4,75,000 (Four Lakh Seventy-Five Thousands) households through door to door collection;

(b) cumulative collection and transportation of Solid Waste at least 1000 TPD (One Thousand) Metric Tons Per Day through equipment/ bin including compactor vehicle; and

(c) total cumulative project cost should be more than Rupees 170 (One Hundred and Seventy) crores combined.

[OR]

3.6.2 The Bidder shall have experience of at least one Solid Waste Collection and Transportation project in any one year within the last five years in any country/India before the bid due date, in which:

(a) covering at least 3,30,000 (Three Lakh Thirty Thousand) households through door-to-door collection.

(b) collection and transportation of Solid Waste at least 870 TPD (Eight Hundred and Seventy) Metric Tons Per Day through equipment/ bin including compactor vehicle; and

(c) the total project cost should be more than Rupees 150 (One Hundred and Fifty) crores.

3.6.3 (i) The Bidder shall submit as part of its Bid, the copies of satisfactorily completion/ performance certificates issued in its favor for the projects claimed by it for the purpose of Technical Qualification. Bids without copies of the completion certificates shall be deemed to be non-responsive and shall be rejected.

(ii) In case the Bidder is a Consortium, the Lead Member or its Subsidiary Technical Qualification shall be considered for evaluation.

3.7 **Financial Qualification**

3.7.1 The Bidder/Bidder must possess the following Financial Qualification:

a) The minimum Net Worth (the "Financial Capacity") of the Bidder shall be Rs 55 (Fifty-Five) Crores as on 31-03-2024.

b) The minimum average Annual Turnover of the Bidder for the last three financial years should not be less than Rs. 125 (One Hundred and Twenty-Five) crores.

c) The Bidder shall furnish proof of their financial fund-raising capacity for Rs. 50 Crores in form of Bank Overdraft / Fixed Deposit Receipts / Un-utilized funds statement from Bank.

d) The consortium shall be as per sub-Article 2.1.19 (B).

e) The financial capacity of those consortium members shall be considered jointly.

3.7.2 Bid must be accompanied by the Audited Financial Statements of the corresponding years.

3.7.3 The Bidder must establish a minimum Net Worth and Annual Turnover as specified in sub-Article 3.7.1 and provide details as per formats at Appendix VI & VI-A respectively.

Other Provisions

3.7.4 The Bidder may meet the above-mentioned Technical Qualifications either on its own or through its Subsidiary, shall submit the declaration as per Exhibit-II.

3.7.5 Foreign entity:

(a) In case of a foreign entity (single or lead member of a consortium having Indian member(s) or just a member of consortium led by an Indian member) the net worth requirement shall be equivalent to the prevailing United States Dollar buying rate 7 (seven) working days before the Bid Due Date, as available on the website of Reserve Bank of India.

(b) In case of foreign bidders, the annual audited accounts ending on date as applicable in their country shall be provided.

(c) In jurisdiction that does not have statutory auditor, the firm of auditors which audits the annual account of the Bidder may provide the certificates required under this RFP.

3.8 **Qualification (Part-I)**

3.8.1 The Bidders shall enclose with its application, to be submitted as per the format as per Appendix VI, VI- A and Appendix VII, the following:

i. Certificate(s) from its Chartered Accountant including/attaching balance sheet in support of the certificate for proving the net-worth criteria as detailed in sub-Article 3.7.1 In compliance to sub-Article 3.6 above the Bidder is required to enclose with Appendix-VII the following document:

ii. Deleted.

3.8.2 An Bidder including any Consortium Member or Subsidiary should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by ongoing arbitration or imposition of a

penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Subsidiary as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Subsidiary.

3.9 **Approach and Methodology (IIOP as per Appendix VIII)**

3.9.1 The Authority shall carry out a detailed evaluation of the proposal – IIOP submitted by the bidders to find out the project understanding of the bidders as per the provisions of this RFP. In order to reach such a determination, the Authority shall examine and compare the approach and methodology of the IIOP on the basis of the information supplied by the Bidders, taking into account the following:

a) overall completeness and compliance with the Technical Specifications (Schedule-25 of Volume-II (B) of this RFP) & other specified technical requirements in this bidding document; the technical merits of proposed SWM plan; conformity of the facilities offered with the specified performance standards; suitability of the facilities offered in relation to the environmental, social, health and climactic conditions and laws prevailing at the Site.

b) compliance with the time schedule called for in the Concession Agreement and any alternative time schedules offered by the Bidders, as evidenced by a milestone schedule provided in the Approach and Methodology (IIOP).

c) other relevant factors, if any, listed in this RFP document; and

d) any deviations from the commercial and contractual provisions stipulated in the RFP Documents.

3.9.1 The Authority shall advise the Bidder of any deviations to the commercial and contractual provisions of the Bidding Documents in the Approach and Methodology (IIOP), that are unacceptable and that are to be withdrawn in order for the Financial Bid to be opened.

3.10 **Bidding Criteria – Financial Bid Parameter**

3.10.1 The technically Qualified Bidders, short- listed as per the provisions of sub-Article 3.6 and sub-Article 3.7 shall be considered for evaluation of their Financial Bid. Here the bidder seeking lowest **"Initial Annual Quote"** from the Authority, shall be the sole criterion for selection of the Successful Bidder.

3.10.2 The Project shall be awarded to the qualified Bidder quoting the Lowest Initial Annual Quote (IAQ) for the Project under this RFP.

3.11 **Financial Bid (Part- III)**

3.11.1 The shortlisted Bidders adjudged as responsive and qualified at the end of the evaluation of Part I & II shall be notified and informed of the date and time of opening of Part III (Financial Bid.)

3.11.2 The Financial Bids of all the short- listed Bidders would be evaluated on the basis of the financial bid (the "Financial Bid Parameter") as specified in sub-Article 3.10 and the accompanying supporting information regarding assumptions underlying the Financial Quote as per the format in Appendix IX.

3.11.3 A detailed evaluation of Financial Bid – Part III would be done to ensure that the Financial Bid Parameter quoted is free from computational errors. The Financial Bid having computational error(s) shall be deemed as non-responsive.

3.11.4 Ranking, Negotiations and Selection

a) The Financial Bid would then be ranked in ascending order of the financial bid parameter. The Bidder quoting the lowest Initial Annual Quote (IAQ) for the Project shall be ranked First as L1 and the Bidder quoting the second lowest Financial Bid shall be ranked Second as L2 and so on.

b) The Bidder ranked First (L1) in accordance with the above procedure would be declared as the Successful Bidder.

c) Further, If two or more Bidders quote exactly the same lowest validated Financial Bid for the project, then the Authority shall select the Bidder as per TNTIT PPP Rules 2012.

d) Authority may negotiate with the L1 as per the Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012, for a further improvement of the Initial Annual Quote provided that there shall be no negotiation on or changes to the provisions of the draft Concession Agreement.

e) If the L1 identified in accordance with sub-Article 3.11.4 (a) is rejected in accordance with sub-Article 2.7.3 or withdraws, the Authority may, in the second round of bidding invite all the remaining Bidder to revalidate or extend their respective Earnest Money Deposit (EMD), as necessary, and match the Financial Bid of L1.

f) If in the second round of bidding, only one Bidder matches the aforesaid L1, such Bidder shall be selected the L1. If in the second round of bidding, two or more Bidders match the said L1 then the Bidder whose Bid was lower or more advantageous as compared to other Bidders in the first round of bidding shall be selected as the Lowest Bidder (L1).

g) In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified above, the Authority may for reasons to be recorded in writing, initiate a third round of bidding in which the said Authority invites from all Bidders except the L1 of the first round of bidding or annul the tender process, as the case may be.

h) In case, the Bids are invited for the third round of bidding, Bidder shall be required to revalidate or extend their EMD, as necessary, and offer fresh Financial Bid. Provided, however, that in such third round of bidding only such Financial Bid shall be eligible for consideration which are lower than the second Lowest Tenderer in the first round of bidding.

3.12 **Notification and Issue of Letter of Award**

3.12.1 The Successful Bidder shall be notified in writing by the Authority as evidenced by issue of Letter of Award (LOA) to the Successful Bidder. The Successful Bidder shall confirm his acceptance of the LOA issued by the Authority within 7 (seven) days as evidenced by signing and sending a copy of the LOA issued. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of

time for submission thereof, appropriate the Bid Security of such Bidder on account of failure of the Successful Bidder to acknowledge the LOA, and the next Bidder may be considered.

3.12.2 After the acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall execute the Concession Agreement within the period prescribed in Key dates or within such further time as the Authority may agree to in its sole discretion. The Successful Bidder shall not be entitled to seek any deviation in the Concession Agreement.

3.12.3 The Authority shall notify other Bidders that their Bids have not been accepted and their Bid Security shall be returned as promptly as possible as set out in various provisions in this RFP document.

3.13 **Contacts during Bid Evaluation**

a) Bids shall be deemed to be under consideration immediately after final Bid Due Date and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives/Consultants/Transection Advisors on matters related to the Bids under consideration.

4. Fraud and Corrupt Practices

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority or Authority shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

4.2 Without prejudice to the rights of the Authority under sub Article 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Article 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a) **"Corrupt Practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any

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

b) **"Fraudulent Practice "** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in o rder to influence the Bidding Process ;

c) **"Coercive Practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.

d) **"Undesirable Practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) **"Restrictive Practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. Pre-Bid Meeting***

5.1 Pre-Bid meeting of the Bidders shall be convened at the designated date, time and place.

5.2 A maximum of two representatives of each Bidder shall be allowed to participate in the Pre-Bid meeting on furnishing the authorization letter from the Bidder.

5.3 During the course of Pre-Bid meeting, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. 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 Bidding Process.

6. Miscellaneous

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:

a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.

b) consult any Bidder on their submitted Bid in order to receive clarification or further information.

c) retain any information and/ or evidence submitted to the Authority by, on behalf of and/ or in relation to any Bidder; and/ or

d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

BID FORMATS

1. APPENDIX I

LETTER COMPRISING THE BID

[On Letterhead of the Bidder, or Lead Member in case of Consortium of Firms]

To,
Superintending Engineer,
Solid Waste Management Department,
Greater Chennai Corporation,
Ripon Buildings,
Chennai-600003.

Sub: RFP Reference No_____ dated _____ for 'City Cleaning Project: Collection & Transportation of Solid Waste, Street Sweeping Waste (including street sweeping activities), Horticulture Waste and Collection & Storage of Domestic Hazardous Waste in the Zones No 5&6 (Package-6) to the Designated Processing Facility/ Dump Site/ Depositing Centers of Greater Chennai Corporation'

Dear Sir,

With reference to your RFP document dated*****, I/we, have examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.

1) The Bid is unconditional and unqualified.
2) *I/We* acknowledge that the Authority shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3) This statement is made for the express purpose of qualifying as a Bidder for the design, development, procurement, hiring, construction, implementation, operation, and compliance to various KPIs of the aforesaid Project as explained in this RFP document.
4) *I/We* shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5) *I/We* acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6) *I/We* certify that in the last three years, we or any of the Consortium Members or its Subsidiaries of the Bidding Entity have neither failed to perform on any contract entered with any Urban Local Body or PSU or Government Department, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration

award or blacklisting, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7) *I/We* declare that:

   a) I/We have examined and have no reservations to the RFP, including any corrigendum/clarification issued by the Authority.

   b) I/We do not have any conflict of interest in accordance with sub-Article 2.1.13 of the RFP document.

   c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Article 4 of Volume I of this RFP document, in respect of any tender or Request for Proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government -Centre or State; and

   d) I/We here by certify that we have taken steps to ensure that in conformity with the provisions of Article 4 of Volume I of this RFP document, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

   e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

8) *I/We* understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to Bidders, in accordance with sub-Article 2.7 of the RFP document.

9) *I/We* believe that I/our *entity/proposed consortium* satisfy(ies) the Net Worth criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid.

10) *I/We* declare that *We/ any Member of the Consortium are/ is* not a member of *a/ any other* Consortium submitting a Bid for the Project.

11) *I/We* certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12) *I/We* further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted or have our project terminated by any agency of the Government or convicted by a Court of Law for any offence committed by us or on account of for poor performance or by any of our Subsidiaries.

13) *I/We* undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of provision of this RFP and we shall intimate the Authority of the same immediately.

14) ***For consortium:*** We acknowledge that our Consortium shall be pre-qualified and short-listed based on Technical Qualification and Financial Qualification of those of its Members who shall hold equity share capital as specified below

S.No.	Year from COD	Total Shareholding to be held by the Consortium	Balance Shareholding which can be held by entity outside consortium	Minimum Shareholding of the Members of the Consortium[3]			Cumulative shareholding of consortium members should be: (d=a+b+c)
				Technical (a)	Financial (b)	Other (c)	
1	0-3	100%	-%	51%	26%	-	100%
2	4-10	51%	49%	26%	-	-	51%

We further agree and acknowledge that the aforesaid obligation shall be superseded by obligations contained in the Concession Agreement in respect of Change of Ownership.

[OR]

For Single Entity : I acknowledge that I shall be pre-qualified and short- listed on the basis of Technical Qualification and Financial Qualification credentials submitted by us, where I shall maintain 100% of the equity in the SPV where Paid-Up Share Capital shall be 26% (twenty six percent) of the Project Value, which shall be maintained throughout the Concession Period. I further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

[Strike out whichever is not applicable.]

15) *I/ We* understand that the Successful Bidder shall form a Special Purpose Vehicle (SPV) to be registered at Chennai which shall be incorporated under the Indian Companies Act, 1956/2013.

16) *I/We* hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

17) In the event of *my/ our* being declared as the Successful Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

18) *I/We* have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right

[3] The consortium members shall have option to transfer the shares to such entity where the entity (consortium member) intends to transfer shares has more than 51% shareholding.

or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.

19) *I/We* offer a Bid Security of Rs.…… (Rupees……..only) to the Authority in accordance with sub Article 1.4.7 of Volume-I of this RFP document.
20) The Initial Annual Quote (IAQ) has been quoted by *me/us* after taking into consideration all the terms and conditions stated in the RFP, our own estimates of : costs, solid waste generation & projection, collection & transportation technology assessment and solid waste characteristics and thereafter a careful assessment of the Project Area including all the risk associated with the Project.
21) *I/We* agree and understand that the Bid is subject to the provisions of the Bidding Documents.
22) In no case, *I/We* shall have any claim or right of whatsoever nature if the Project is not awarded to *me/us* or our Bid is not opened or rejected.
23) *I/We* agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Bid Due Date specified in the RFP and subject to terms and conditions of this RFP.
24) *I/We* agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.
25) *I/We* have received all the clarifications issued by the Authority.
26) *I/We* shall abide by the terms and condition set forth in the draft Concession Agreement and a copy of the RFP including clarification/ addendum/ corrigendum bearing initial of the undersign on every page is attached herewith as token of acceptance.
27) *I/We* agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of COD in accordance with the Concession Agreement.
28) Notwithstanding any qualification or conditions, whether implied or otherwise, contained in *my/our* Bid *I/we* hereby represent and confirm that our Bid is unqualified and unconditional in all respects.
29) *I/We* are submitting Bid and the enclosures are as per the Attachment-1 of this letter.
30) *I/ We* certify that in the last three years, *my/our* any of the Consortium Members or Subsidiary have not gone through the Corporate Debt Restructuring process nor our account has been identified as Non-Performing Asset, by any Bank.

In witness thereof, *I/we* submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorized Signatory)

Place:

(Name and designation of the Authorized Signatory)

Name and seal of Bidder/Lead Member

Attachement-1

CHECK LIST OF BID SUBMISSION

S.No.	Item	Yes/NO
Submission on Bid Due Date and Time (sub-Article 2.12.2)		
The submission of Bid shall be as per the request from the Authority		N/A
E-Procurement Website		
1.	PF Certificate enclosed	
2.	ESI Certificate enclosed	
3.	Company Incorporation Certificate enclosed	
4.	Deleted	
5.	Letter Comprising Bid enclosed (Appendix -I)	
6.	Detail of Bidder enclosed (Appendix-II)	
8.	Power of Attorney for signing of Bid (Appendix-III)	
9.	Power of Attorney of Lead Member (Appendix-IV)	
10.	Anti-Collusion Certificate (Appendix-V)	
11.	Financial Capacity of the Bidder- Net Worth (Appendix-VI)	
12.	Financial Capacity of the Bidder – Annual Turnover (Appendix-VI(A))	
13.	Technical Qualification, with all supporting documents (Appendix-VII)	
14.	Initial Implementation and Operation Plan (Appendix-VIII)	
15.	Financial Bid (Appendix -IX)	
16.	Deleted	
17.	Statement of Legal Capacity (Appendix XI)	
18.	Joint Bidding Agreement (Appendix-XII)	
19.	Deleted	
20.	Deleted	
21.	Bankers Comfort Letter as per sub-Article 3.7.1 (c)	
Scanned Copy of financial instrument		
1.	Receipt / Acknowledgement of RFP Document Fee submitted online.	
2.	Receipt / Acknowledgement of Bid Security submitted online.	

2. APPENDIX II

Details of Bidder

1. Details for Bidder or Bidders (In Case of Consortium)
   a) Name:
   b) Country of incorporation:
   c) Address of the corporate headquarters and its branch office(s) if any, in India:
   d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) of the Bidder who shall serve as the point of contact/ communication for the Authority:
   a) Name:
   b) Designation:
   c) Company:
   d) Address:
   e) Telephone Number- Landline: Mobile:
   f) E-Mail Address:
   g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
   a) Name:
   b) Designation:
   c) Address:
   d) Phone Number- Landline: Mobile:
   e) Fax Number:
5. In case of a Consortium:
   a) The information above (1-4) should be provided for all the Members of the Consortium.
   b) A copy of the Jt. Bidding Agreement, as envisaged in sub Article 2.1.19 (B) 7 should be attached to the Application.
   c) Information regarding the role of each Member should be provided as per table below:

Sl. No	Name of the Member	Role*	Percentage of Equity in the Consortium**
1			
2			

3			

*Role of each member, as may be determined by the Bidder, should be indicated in accordance with Joint Bidding Agreement -Appendix-XII

** The percentage of equity should be in accordance with the Joint Bidding Agreement, Appendix -XII

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

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1	Has the Bidder/ constituent of the 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 date of Application		
3	Has the Bidder/ constituent of the 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?		

A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Subsidiaries 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):

3. APPENDIX III

POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We_____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at ……., who is [presently employed with us/ the Lead Member of our Consortium and holding the position of], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for 'City Cleaning Project: Collection & Transportation of Solid Waste, Street Sweeping Waste (including street sweeping activites), Horticulture Waste and Collection & Storage of Domestic Hazardous Waste in the Zones 5&6 (Package-6) to the Designated Processing Facility/ Dump Site/ Depositing Centers of Greater Chennai Corporation (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For_____

(Signature)

(Name, Title and Address)

Witnesses:

1.

2. Accepted

[Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

i. *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.*

ii. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*

iii. *For a Power of Attorney executed and issued overseas, the document shall also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

iv. *For Overseas companies the Power of Attorney can be executed in India but verified by Internal Notary.*

4. APPENDIX IV[4]

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the Superintending Engineer (Solid Waste Management Department), GCC on behalf of "the Authority" has invited bids for the 'City Cleaning Project: Collection & Transportation of Solid Waste, Street Sweeping Waste (including Street Sweeping activities), Horticulture Waste and Collection & Storage of Domestic Hazardous Waste in the Zones 5&6 (Package-6) to the Designated Processing Facility/ Dump Site/ Depositing Centers of Greater Chennai Corporation ("the Project").

Whereas,

……, ……. and ……

(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PESENTS

We, M/s _____ having our registered office at _____ , M/s _____ having our registered office at _____ and M/s. _____ , having our registered office at _____ , [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s , having its registered office at _____ , being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project,

[4] This is not required if there is no consortium or bidder is a single entity.

including but not limited to signing and submission of all Bid Formats, bids and other documents and writings, participate in bidders‟ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____20**.

For _____

(Name & Title)

For _____

(Name & Title)

Witnesses:

1.

2.

(Executants)

3.

(Executants)

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

Notes:

i. *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.*

ii. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

iii. *For a Power of Attorney executed and issued overseas, the document shall also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued*

5. APPENDIX V

FORMAT FOR ANTI-COLLUSION CERTIFICATE

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

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

Dated this …….. Day of ……., 2024.

……..

(Name of the Bidder)

. ……

(Signature of the Authorized Person)

……..

(Name of the Authorized Person)

Note:

a. *On the Letterhead of the Bidder*

b. *To be executed by all members in case of Consortium*

6. APPENDIX VI

Financial Capacity of the Bidder – Net Worth

I. A Bidder consisting of a single entity should fill in details as per the row titled Single Entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single Entity Bidder may be ignored.

For conversion of other currencies into rupees, kindly refer to RBI website not later than seven days prior to the Bid Due Date.

Bidder Type	Member Name	Net Worth* (as defined in this RFP) as on 31.03.2024 in (Rs Crore)
Single Entity Bidder		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		

* As defined in the Definitions section of Vol I (Instructions to the Bidders) of this RFP

Name of the Chartered Account issuing the certificate

Name of the Firm:

Seal of Chartered Accountant Firm:

(Signature, name and designation of the authorized signatory for the Firm)

UDIN Number: …..

II. Name of the Bidder's Banker: ……..

Address of the Bidder's Banker: ……..

Instructions:

1) The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:
    a) reflect the financial situation of the Bidder or Consortium Members.
    b) be audited by a statutory auditor.
    c) be complete, including all notes to the financial statements;
    d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted). and
    e) The data point of the financial state (i.e. source of data to be highlighted).
2) The Bidder shall also provide the name and address of the Bankers to the Authority.
3) In case of the Overseas Entity, the Chartered Account based in India can also issue the certificate, but it should be also notarized by International Notary.

7. APPENDIX – VI (A)

Financial Capacity of the Bidder – Annual Turnover

Sl. No.	Financial Year	Annual Turnover (Rupees Crores)
1	FY 2021-22	
2	FY 2022-23	
3	FY 2023-24	

Note: The audited Financial Statements for the corresponding year must be attached.

Name of the Chartered Account issuing the certificate:

Name of the Firm:

Seal of the Firm:

Date:

UDIN: (*No handwritten)*

(Signature, Name and Designation of the Authorized Signatory for the Firm)

1) The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements, and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:
   a) reflect the financial situation of the Bidder or Consortium Members.
   b) be audited by a statutory auditor.
   c) be complete, including all notes to the financial statements;
   d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted). and
   e) The data point of the financial state (i.e. source of data to be highlighted)

2) In case of the Overseas Entity, the Chartered Account based in India can also issue the certificate, but it should be also notarized by International Notary

8. APPENDIX VII

Technical Qualifications

[The following table shall be filled in for the Bidder and for each member of the Consortium] Bidder/ Legal Name: [*insert full name]* Date: [*Insert day, month, year]*

Consortium Members Legal Name: *[insert full name]*

Tender no and Title: [*Insert Tender number]*

*Page [*Insert Page Number] *of [*Insert *total number of pages]*

List the Projects with experience over the past 5 (five) years pursuant to sub Article 3.6 under Technical Qualification criteria. List contracts chronologically (starting with the latest project), according to their commencement date (starting date), Bidder can add extra rows and sheets

Sl. No.	Starting Month/ Year	Ending Month/ Year	Contract Identification	Role of the Bidder	Certificate from the Client provided[5]
1	[Indicate Month/ Year]	[Indicate Month/ Year	Project Name: Brief description of the project performed by the Bidder: *[describe works performed briefly- including but not limited to Geographical Area served, Households covered, volume of solid waste handled (Tonnes Per Day, daily/ monthly/ yearly of last 5 years), manpower deployment, street sweeping activity- road length. Methodology of road cleaning (manual and mechanical. If mechanical indicate the type of vehicles)Road Length, number and type of vehicle and any*	*Kindly describe whether the Bidder was Technical Member, O&M Member or Financial Member. [A detailed description of the services rendered should be attached]*	1. Work order; 2. LoA/LoI copy; 3. Agreement Copy with the procuring entity; 4. Project Completion Certificate (*if any);* 5. Satisfactory performance certi*ficate (Mandatory)* *6. SPV incorporation*

[5] The bidder may attach a satisfactory completion or continuing operation certificate from the client and annex the LOA or Agreement with it. The client issuing those certificates must have: email, phone number and designation.

Sl. No.	Starting Month/ Year	Ending Month/ Year	Contract Identification	Role of the Bidder	Certificate from the Client provided[5]
			other machinery deployed (ownership certificate), Transfer station (if any), number and type of bins deployed, MIS & IT system deployed like RFID tags/, Geo fencing, geo tagging, GPS, CCTV, mobile app if any), Management of Complaint redressal system, Route and Infrastructure deployment plan, etc. Employee welfare details like PF, ESI, PPE etc Total Investment (if PPP) /Cost (if EPC) /of the project Equity contribution by developer if executed through PPP Name of the contracting agency: [Full Name] [complete Address] [Telephone]		*certificate (if any)*

9. APPENDIX VIII

INITIAL IMPLEMENTATION AND OPERATIONAL PLAN (IIOP)

In preparing the Initial Implementation and Operational Plan (IIOP), Bidders shall review the RFP in full including the Project Information Memorandum (PIM) and Draft Concession Agreement (DCA) and its schedules and understand the Project Scope in its entirety. Bidders can undertake required reconnaissance studies and field level studies to ensure that their IIOP meets the requirements of RFP.

The IIOP shall comply with the Technical Specifications and O&M Requirements as set out in Schedules of the Draft Concession Agreement. The IIOP shall also be in compliance with the applicable laws, including the SWM Rules 2016.

The Concessionaire shall design the IIOP for the Project Scope covering the following items, in not more than 100 pages:

Sl. No.	Components	Weightage
1	Project Understanding	5
2	Approach and Methodology for Project Operations	5
3	Procurement Plan and Manpower Deployment Schedule including organization chart	5
4	Takeover Plan	5
5	IEC Plan & EHS Plan	5
6	Disaster Management Plan	5
7	O&M Plan and Action Plan for Complaint Redressal System	5
8	Implementation Schedule and Action Plan for MIS	5
Total		**40**

1. Project Understanding

   The Bidder shall provide their understanding of the Project with respect to the Project Area as specified under Project Scope (Schedule 1).

2. Methodology for Project Operations

   The Bidder shall provide their methodology for carrying out Project Operations as specified under Project Scope (Schedule 1) adhering to KPIs as per Schedule 26 of the Draft Concession Agreement (DCA). The Bidder may request for any additional data from the Authority or can generate on his own. The Bidder shall provide a broad process flow chart for Project Operations. The Bidder shall also specify their methodology for preparing route

plans for collection and transportation of waste. The Bidder shall also provide sample calculations for estimating infrastructure and manpower requirement for primary collection (ward level and street wise), street sweeping (manual and Mechanical) secondary collection and transportation for various sources as specified under Project Scope (Schedule 1). The Bidder shall adhere to the SWM Rules, 2016 and CPHEEO Manual while formulating methodology for Project Operations.

3. Procurement Plan and Manpower Deployment Plan

   The Bidder shall provide Procurement Plan and Manpower Deployment Plan for Project Operations to achieve Commercial Operation Date (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), no. of manpower and the source. The Bidder shall specify their action plan for utilizing the available temporary manpower available with the Authority to the maximum extent possible. The Bidder shall provide procurement and deployment schedule in Gantt chart inclusive of replacement of Project Assets during the entire project period.

4. Organization Chart

   The Bidder shall provide an Organization Chart of their Management Team with clearly defined roles and responsibility. The Bidder shall also specify the educational qualifications and professional experience for each proposed position. The Organization Chart shall be provided from top to bottom in hierarchy as per below format.

Sl. No.	*Position*	*No.*	*Role and Responsibility*	*Educational Background*	*Experience*
1					
2					
N					

5. Implementation Schedule

   The Bidder shall conform to the Implementation Schedule as specified in Volume II B of this RFP Document till the achievement of COD with key milestones, critical activities and completion dates. The Bidder shall also provide the Implementation Schedule in Gantt chart.

6. Takeover Plan

   The Bidder shall provide a Plan for phase-wise takeover or takeover of entire Project Area at once. The Bidder shall provide the Manpower Deployment Schedule and Procurement Schedule to achieve COD as per the Takeover Plan.

7. IEC Plan

   The Bidder shall provide their methodology for creating awareness regarding solid waste management activities. The Bidder shall also specify type (including virtual platforms and social media) and frequency of IEC Programmes. The Bidder shall also provide framework for outcome evaluation of IEC activities. The Bidder can also provide their successful experience in previous projects.

8. Disaster Management Plan

The Bidder shall provide a broad outline for carrying out Project Operations during the time of disaster. The Bidder shall also specify explicit measures to be adopted in their Approach and Methodology for Project Operations as specified under Schedule 22 of the Draft Concession Agreement.

9. Operation & Maintenance Plan

The Bidder shall provide a broad outline of Operation and Maintenance of Project Assets and Project Operations. The Bidder shall specify the servicing schedule for each Project Asset.

Sl. No.	**Project Asset.**	**Number**	**Servicing Detail***	**Frequency of servicing****	**Frequency of Replacement[$]**
1.	E-Rickshaw				
2.	Refuse Compactor Bin (1.1 cubic meter)				
3.	Refuse Compactor (14 Cubic Meters)				
4.	Refuse Compactor (8 cubic meters)				
5.	Mechanical Sweeper				
6.	Static Compactors				
7.	Equipment for Horticulture Waste				
8.	Tipper Truck (10 cubic meters)				
9.	Bin Washer				
10.	Vehicle Workshop				
11.	Domestic Hazardous Waste Depositing Centre				
12.	MIS System				

Sl. No.	Project Asset.	Number	Servicing Detail*	Frequency of servicing**	Frequency of Replacement[$]
13.	Personal Protective Equipments				
14.	Any other asset proposed to be used by the Concessionaire				

* Bidder to detail out Asset Servicing like – cleaning, painting, critical spare replacement etc.

** Bidder to detail out the frequency of these servicing as detailed in the previous column against each servicing requirement;

[$] Bidder to detail out the frequency of replacement of these assets.

10. Environment, Health and Safety (EHS) Plan

The Bidder shall provide a broad outline of EHS Plan for Project Operations. The Bidder shall indicate the environment, health and safety measures proposed to be adopted during the Concession Period. The Bidder shall specify the measures for each project activity as per below format.

Sl. No.	Activity	Potential Impact on Environment, Health and Safety	Preventive, Control & Mitigation Measures	Action Plan

11. Action Plan for Complaint Redressal System

The Bidder shall provide a broad outline for setting up Complaint Redressal System as described in Schedule 10 of the Draft Concession Agreement. The Bidder shall provide the infrastructure and manpower requirement for the setting up of Complaint Redressal System. The Bidder shall also specify the support required from the Authority in setting up of the System. The Bidder shall propose their innovative ways of effectively dealing with Complaints. The Bidder can also provide their successful experience in previous projects.

12. Action Plan for MIS

The monitoring and evaluation of Concessionaire's Performance shall be based on the output of MIS. The Bidder shall provide a broad outline for setting up MIS for ascertaining the 'Parameter/Data for Evaluation' as per the monitoring and evaluation framework set out in Schedule 26 of the Draft Concession Agreement. The Bidder shall elaborate on the tools (software and hardware) to be used for automated/non-automated reporting mechanism [Refer Schedule 10 of the Draft Concession Agreement: Management Information System (MIS)]. The Bidder shall also propose their innovative ways of effective reporting of Project Activities. The Bidder can also provide their successful experience in previous projects.

10. APPENDIX IX

FORMAT FOR FINANCIAL BID

To be submitted online only

(To be submitted separately on the Letter Head of the Lead Member/single entity)

To

Superintending Engineer,

Solid Waste Management Department,

Greater Chennai Corporation,

Ripon Buildings,

Chennai-600003.

Date: _____

Dear Sir,

Sub: Financial Bid for RFP Reference No._____ dated _____ for 'City Cleaning Project **:**Collection & Transportation of Solid Waste, Street Sweeping (including street sweeping activites) Waste, Horticulture Waste and Collection & Storage of Domestic Hazardous Waste in the Zones 5&6 (Package-6) to the Designated Processing Facility/ Dump Site/ Depositing Centers of Greater Chennai Corporation.

Having gone through this RFP document and the Draft Concession Agreement and having fully understood the Scope of Work for the Project as set out by the Authority in the RFP document.

1) I/We are pleased to inform that I/We would demand the Initial Annual Quote of Rupees---------(In words-Rupees----------) exclusive of all taxes for carrying out the services as per the terms and conditions set out in the Draft Concession Agreement.
2) I/We agree that the Initial Annual Quote shall be rebased as per the sub Article 8.5 of Volume II A of this RFP.
3) I/We confirm that in case of discrepancy in Figures and Words for the Amount Quoted the amount quoted in words shall be considered.
4) We confirm that, the information submitted in our Financial Bid is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Financial Bid.
5) I/We confirm that our Bid shall be valid for a period of 180 (one hundred and eighty days) and we shall extend the Bid validity as desired by the Authority, and it shall remain binding upon us.
6) I/We confirm that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
7) I/We confirm that I/We have examined and have no reservations to the RFP Document, including Addendum issued by you.

8) I/We confirm that I/We shall submit the supporting financial model, cost estimate and various financial assumptions in support of this Financial Bid.

9) We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Bid and as required to Design, Build, Finance, Operate and Transfer the Project, in the event that we are finally selected.

10) I/We confirm that, as per the RFP condition, we shall be obliged to incur the capital expenditure as per the Financial Bid Annexure-xxx

Yours Faithfully,

For and on behalf of (name of bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Designation and Address of the Authorized Signatory)

Note: Bidders to note the following while submitting the Financial Bid. The following details shall be produced if requested by the Authority.

i. *The Financial Bid shall necessarily include the assumptions made by the Bidder while arriving at the quoted Financial Bid. The Bidder has to provide details of calculations made in arriving at this Financial Bid. The Authority may examine the details provided and ask for additional information, if required.*

ii. *The values in Financial Bid shall be neatly typed. Any handwritten Financial Bid with overwriting shall be liable for rejection.*

iii. *The quoted amount must include two places of decimals.*

Financial Bid Annexure-I***

Year	Capital Expenditure (Rupees in Crores)	Capital Expenditure in words (Rupees in Crores)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
Total*		

Yours Faithfully,

For and on behalf of (name of bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Designation and Address of the Authorized Signatory)

***The values disclosed in the table shall not be considered for determination of the successful bidder. However, the Authority reserves the right to solicit information, computation methodology or any other information for the values mentioned in the table.

11. Appendix-X

Deleted

12. APPENDIX XI

Statement of Legal Capacity

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

Ref. Date:

To

Superintending Engineer,

Solid Waste Management Department,

Greater Chennai Corporation,

Ripon buildings,

Chennai-600003.

Dear

Sir,

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

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

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

Thanking you,

Your's faithfully,

(Signature, Name and designation of the authorised signatory)

For and on behalf of……..

** Please strike out whichever is not applicable.*

13. APPENDIX – XII

JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of Rupees 100 (One Hundred) value)

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

AMONGST

1. {…… Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at …… (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

   AND

2. {…… Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at …… (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

   AND

3. {…… Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at …… (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND and THIRD are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS

A. Greater Chennai Corporation established under the Chennai City Municipal Corporation Act 1919 represented by its Commissioner having its principal office at Chennai, Tamil Nadu] (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "Bid") by its Request for Proposal No. …… dated …… (the RFP") (the "Project") through Public Private Partnership.

B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretations**

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

2. **Consortium**

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

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

3. **Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate the Special Purpose Vehicle (the SPV) under the Indian Companies Act, 1956/2013 registered at Chennai for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. **Role of the Parties**

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

a) Party of the First Part shall be the **Technical Member** acting as the *Lead Member* of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

b) Party of the Second Part shall be the **Financial Member** of the Consortium acting as *Financial Member* of the Consortium.

c) Party of the Third Part shall be the **Other Member** acting as *Other Member* of the Consortium

5. **Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement till the achieving of Financial Closure or

6. **Shareholding in the SPV**

6.1 The Parties agree that during the subsistence of the contract period the shareholding pattern in the SPV shall be as follows:

S.No.	Year from COD	Total Shareholding to be held by the Consortium	Balance Shareholding which can be held by entity outside consortium	Minimum Shareholding of the Members of the Consortium[6]			Cumulative shareholding of consortium members should be: (d=a+b+c)
				Technical (a)	Financial (b)	Other (c)	
1	0-3	100%	-%	51%	26%	-	100%
2	4-10	51%	49%	26%	-	-	51%

6.2 The Parties agree and acknowledge that the aforesaid obligation shall be superseded by obligations contained in the Concession Agreement in respect of Change of Ownership.

7. **Representation of the Parties**

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

a) 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.

b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in Favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and shall not, to the best of its knowledge:

i. require any consent or approval not already obtained.

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by- laws or other applicable organizational documents thereof.

iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or

[6] The consortium members shall have option to transfer the shares to such entity where the entity (consortium member) intends to transfer shares has more than 51% shareholding.

business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. **Termination**

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

9. **Miscellaneous**

i. This Joint Bidding Agreement shall be governed by laws of India.

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

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

SIGNED, SEALED AND DELIVERED For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED For and on behalf of
SECOND PART by:

(Signature) (Name)
(Designation)
(Address)

THIRD PART by

(Signature)
(Name)
(Designation)

(Signature) (Name)
(Designation)

(Address) (Address)

In the presence of:

1.

2.

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 favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the 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.
4. In case, the overseas entity executes the Joint Bidding Agreement in India, this shall be notarized by the International Notary in India.

14. APPENDIX XIII

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15. Appendix-XIV

Deleted

EXHIBIT I

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EXHIBIT II

Declaration by Subsidiary

In case the Bidder is using the Qualification of Subsidiary

[On Letterhead of the Subsidiary[7]]

I hereby certify and confirm that as per the declaration by the Company Secretary (Copy attached), …….

[insert name and address] …….. is Subsidiary of …….. [name and address of the bidder] …….

I am fully authorize vide Power of Attorney dated…….. [attached board resolution along with Power of Attorney]

…… to take decision. I hereby authorize …[name of the bidder] ……..….. to use our credentials.

I further confirm that I have gone through the RFP document and confirm that if the Project is offered to

..[name of the bidder] ……the Project shall be executed as per the provisions of the Concession Agreement.

Dated this ……. Day of ……, 2024.

……..

(Name of the Subsidiary)

. ……

(Signature of the Authorized Person)

…….. (Name of the Authorized Person)

Enclosed:

1. Company secretary certificate including the supporting document.

2. Company Incorporation certificate.

3. Power of Attorney of the Authorized Signatory of the Subsidiary along with board resolution extract (duly signed by the Company Secretary)

[7] As certified by the Company Secretary. (Letter Head of the firm with registration number of signatory & full name

EXHIBIT-III

BIDDING PROCESS FLOW DIAGRAM

Step -I

TEST OF RESPONSIVNESS

Bid submitted as per the sub-Article 3.4.1 and the Checklist is submitted as per the Bidding requirement applicable to Bid.

Step-2

TEST OF QUALIFICATION

Bid Submitted meeting qualification requirement as per the sub-Article 3.6 and 3.7 with all attachments and evidencing meeting qualification requirement.

Step-3

TEST OF APPROACH & METHEDOLOGY (IIOP)

Approach and Methodology (IIOP) as per the sub-Article 3.9 and Appendix- VIII.

Step-4

FINANCIAL BID EVALUATION:

Opening of Financial Bid as per the Sub-Article 3.10 and evaluation as per the sub-Article 3.11.