

(Model)
REQUEST FOR PROPOSAL

FOR

DEVELOPMENT OF INTEGRATED SOLID WASTE MANAGEMENT

(for C&T/Processing/Integrated models)

SYSTEM

(make suitable changes depending upon population and per capital waste generation)

FOR

AUTHORITY

(Cluster)

ON

PUBLIC PRIVATE PARTNERSHIP (PPP)

(Grant/VGF)

UNDER

SWACHH BHARAT MISSION

Chief Executive Officer

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Disclaimer

1. The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Eligible Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Eligible 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.

2. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project.

3. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the 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 Applicant 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.

4. Information provided in this RFP to the Eligible Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be 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.

5. The Authority, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Applicant or 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 with pre-qualification of Applicants for participation in the Bidding Process.

6. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.
7. 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.
8. The issue of this RFP does not imply that the Authority is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.
9. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

Part 1 Instruction to Eligible Bidders

A BACKGROUND INFORMATION

1. Introduction

1.1. Project Background

- 1.1.1. Authority has been in the forefront in implementing reforms aiming at improved service delivery that is qualitative, reliable, and sustainable. Solid Waste Management (SWM) is the priority area of service delivery and Authority has been making continued efforts in improving MSW management in for the past few years.
- 1.1.2. Swachh Bharat Mission (“SBM”) program was launched under the Ministry of Urban Development, Government of India to undertake reforms and facilitate investments in the urban sector of identified cities. has been selected as one of the cities eligible for availing financial assistance under the SBM program.
- 1.1.3. Authority appointed M/s to prepare Detailed Project Report (DPR) for establishing Integrated Solid Waste Management System (ISWM)/ C& T Project / Processing Plant atby availing Grant/VGF under SBM.
- 1.1.4. Estimated MSW generation:.....TPD
- 1.1.5. Estimated C& D generation.....TDP
- 1.1.6. Estimated Silt generation.....TPD
- 1.1.7. With the objective of developing the project under a Public Private Partnership (PPP) framework, Authority will select a Private Developer who shall be responsible for enabling collection, transportation, processing and disposal of MSW and reclamation/ alternative use of existing dump sites and for that purpose to design, develop, part-finance, construct, operate and maintain the ISWM facilities.
- 1.1.8. To ensure that the ISWM Project is developed in accordance with the applicable laws including Municipal Solid Waste (Management & Handling) Rules, 2013 and meets construction and O&M requirements set out by Authority; .M/s have been appointed as Transaction Advisor cum Project Management Consultant (TA Cum PMC) to assist Authority in implementation of integrated MSW management system through selection of developer and construction supervision during construction and implementation phase.
- 1.1.9. Authority initiated competitive Single Stage bid process for identification of the private developer (“the Concessionaire”) who in accordance with the provisions of the Concession Agreement to be executed between Authority and the Concessionaire, shall be responsible for enabling collection, transportation, processing and disposal of MSW and for that purpose to design, develop, finance, construct, operate and maintain the facilities (the “Project”)
- 1.1.10. The Concession agreement will be signed between..... Municipal Corporation and the Special Purpose Vehicle (SPV) formed by the Selected Bidder.

1.2. Role of ULB

- 1.2.1. One of the major components of municipal services is *Collection, Segregation, Transportation and Disposal of Solid Waste Comprising of Municipal Solid Waste; Drain Silt; Street Sweeping Waste; Green Waste; Construction and Demolition Waste*

and other solid waste as may be prescribed (“Conforming Waste”) generated within area falling under its jurisdiction. For achieving this objective ULBs have to ensure:

- 1.2.1.1. The implementation of Municipal Solid Waste Rules 2000/2013 and other applicable laws within its territorial area.
 - 1.2.1.2. Develop, run and maintain an effective infrastructure for collection, storage, segregation, transportation, processing and disposal of ‘Conforming Waste’ and prohibiting littering of waste on the streets.
 - 1.2.1.3. Lifting municipal solid waste generated from houses, institutions and commercial establishments.
 - 1.2.1.4. Cleaning drains which are under its jurisdiction and lifting drains silt.
 - 1.2.1.5. Collection, storage, transportation and disposal of green waste generated from houses, parks, roads side trees, bushes etc.
 - 1.2.1.6. Collection, storage, transportation and processing of construction and demolition waste, and debris.
 - 1.2.1.7. Providing adequate community solid waste storage facilities.
 - 1.2.1.8. Processing of wastes by adopting appropriate technologies.
 - 1.2.1.9. Up-gradation of the existing dump sites/setting up new sites and disposal of inert wastes in sanitary landfills.
 - 1.2.1.10. Conducting awareness programs to disseminate information to public.
 - 1.2.1.11. Setting up effective monitoring mechanism and grievance redressal mechanism.
- 1.2.2. There are 8 (Eight) major identifiable components in managing of Conforming Waste (As defined under Scope of Work, Clause)
1. Collection, storage, Municipal solid waste (MSW) and street sweeping waste from houses, institutions and commercial establishments, transportation to the designated sites and processing of waste
 2. Collection, storage, transportation of drain silt
 3. Collection, storage, transportation and processing of green waste generated from houses, parks, roads side trees, bushes etc.
 4. Collection, storage, transportation and processing of construction and demolition waste, and debris
 5. Mechanical Street sweeping of certain specified roads
 6. Development, construction and operation and maintenance of the sanitary engineered landfill facility (SLF)
 7. Development, construction, and operation & maintenance of the waste processing facility.
 8. Implementing awareness programs to disseminate information to public

All components defined in above need to be handled separately without inter-mixing one with another at any stage of operation as per plan of action detailed under Project Information Memorandum (PIM) as part of DPR.

1.3. Current Tender

1.3.1 General Information

1. The DPR for municipal solid waste (“MSW”) management has been prepared by the Consultant appointed by Authority and approved by under SBM.

2. The Concessionaire is bound to deploy minimum resources and manpower as prescribed under Project Information Memorandum (as laid down in DPR). Concessionaire may however note that the DPR may not cover adequately the equipment/resources/technology to undertake efficiently and comprehensively the activities as defined in the Scope of Work covering the entire area within the municipal limits or as defined by the Authority. Therefore, at the time of Bid, the Concessionaire may as he deem fit, add such activities/equipment/manpower in addition to PIM at its own cost to make good any shortcomings to enhance the techno-economic viability of the project.
3. For Detailed Scope of Work and Project Details Refer Clause
4. All these services fall under Essential Services as defined in the Essential Services Maintenance Act mentioned in the data sheet.
5. Authority shall provide land, existing equipment and other infrastructure to the Concessionaire as per the Concession agreement.
6. The Draft Concession Agreement sets forth detailed terms and conditions for grant of the concession to the Concessionaire.
7. The Selected Bidder shall undertake to incorporate a Company (Special Purpose Vehicle) under The Companies Act, 2013 prior to execution of the Concession Agreement (the "Concessionaire").
8. Tripartite Concession Agreement (the "Concession Agreement") shall be entered between the Selected Bidder(s), Special Purpose Vehicle the "Concessionaire" and the Authority as per Draft Concession Agreement.
9. The "Concessionaire" shall be responsible for design, finance, procurement, construction, operating, maintaining and transferring of the Project Assets in accordance with the provisions of the RFP, DPR and Concession Agreement.
10. 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 DPR and Concession Agreement or the Authority's right to amend, alter, change, supplement or clarify the scope of project, 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.
11. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP 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.
12. The selected Bidder (the "Concessionaire"), who is either a company incorporated under the Companies Act, 1956 or undertakes to incorporate as such prior to execution of the

concession agreement shall be responsible for detailed designing, engineering, financing, procurement, construction, operation, and maintenance of the Project under the provisions of a long-term concession agreement (the “Concession Agreement”) to be entered into between the Concessionaire and the Authority

1.4. Project Funding -CAPEX

1.4.1. Total Estimated Project Cost (CAPEX) for setting up integrated MSW handling and management/ C&T/ Processing Compost/RDF/WTE) (delete whichever is not applicable) is Rs: as per the approved DPR.

1.4.2. One time CAPEX Grant of Rs...../ Viability Gap Funding (VGF) is available under Swachh Bharat Mission (SBM) subject to maximum of 20% of the CAPEX is available under the project subject to the terms and conditions mentioned in the RFP and draft Concession Agreement.

1.4.3. OPEX Funding- TIPPING FEE

1.4.4. Concessionaire may ask for tipping fee beside grant/VGF. Bidder seeking lower overall grant/VGF and tipping fee shall be declared as successful bidder

1.4.4.1. Bidder shall be paid Tipping Fee separately for following four components :

- i. For C& T of MSW and Street Sweeping Waste on per Metric Ton (MT) basis.
- ii. For C & T of Drain Silt on per Metric Ton (MT) basis.
- iii. For C & T of Green Waste on per Metric Ton (MT) basis.
- iv. For C & D Waste on per Metric Ton (MT) basis.
- v. For Processing of waste and landfill.

1.4.4.2. For the purpose of evaluation of financial bids, the authority shall take Quantity of the Waste (in MT/Day) Estimated as per DPR as base figure

1.4.4.3. Bidders shall quote ‘Tipping Fee’ for first Financial Year (1st April 20** to 31st March 20**).The quoted fee shall be adjusted for inflation as per below Clause.

1.4.5. Inflation Adjustment

1.4.5.1. Authority shall use Yearly WPI (Wholesale Price Index) of “All Commodities” based on Financial Year issued on every 14th April for adjusting tipping fee for the respective financial years. First revision shall be applicable with effect from 1st April 2015.

1.4.5.2. Source of WPI will be <http://www.eaindustry.nic.in> (Refer Annexure VIII for steps to find out WPI for any financial year).

1.4.5.3. Any changes in methodology or policy or law by the Government relating to calculation of fuel or wages or any other item shall be deemed to have been reflected in the WPI and Concessionaire shall not be eligible to invoke Change in Law clause as per Clause 13.7.4 of Concession Agreement.

1.4.5.4. Following Formula shall be used for the revision of Tipping fee based on WPI:

$$\text{Tipping for a Financial Year} = [\text{WPI (Ft)}] * \text{QTO}$$

WPI (F0)

Where,

WPI (Ft)- Wholesale Price Index for the Financial Year in question as declared on 14th April of that year

WPI (F0)- WPI as notified on 14 April Current Financial Year)

QT0- Quoted Tipping Fee for Current Financial Year

For Example: -Let us say-

WPI (Ft) = 176.94

WPI (F0) = 167.62

QT0 = Rs. 1500

Tipping for the Financial Year in question = $\frac{176.94*1500}{167.62} = 1583.40$

1.4.6. User Charges

- 1.4.6.1. Households:** Authority intends to levy user charges for services provided from street level collection from the households for providing 'Door to Door Collection Services' as per table below. The Concessionaire shall be required to collect such charges from the prescribed households.
- 1.4.6.2. Commercial:** Authority intends to levy user charge from Commercial establishments, hotels, dhabas etc. The Concessionaire shall be required to collect prescribed charges of from Commercial establishments as per scheme announced by the authority from time to time.
- 1.4.6.3.** Concessionaire shall collect such user charges as mentioned in DPR and may utilize the collections towards overall project as incentive.
- 1.4.6.4.** However the Concessionaire shall have to file monthly return for the collections made with Authority as per prescribed format.
- 1.4.6.5.** If Authority revises the tariff more than given in the Table in forthcoming time or days, additional amount shall be deposited in the account of the authority.

1.4.7. Selling of Recyclable Waste

- 1.4.7.1.** Concessionaire will be allowed to make Recyclable centers in each Zone as mentioned in the PIM for the collection of Dry Waste.
- 1.4.7.2.** The Concessionaire will be allowed to sell the received Dry Waste at those Recyclable Centers and shall retain the sale proceed towards overall project.
- 1.4.7.3.** Concessionaire however shall file monthly return for the sales realization from the sale of such Dry waste with SDMC.
- 1.4.7.4.** Concessionaire shall be responsible for complying applicable laws on sale or disposal of such waste of Sales Tax, Concessionaire shall pay Sales tax according to the Sales Tax Act of Delhi.

1.4.8. Deductions from the Tipping Fee

Bidders shall deploy minimum resources in terms of manpower, equipment, vehicles etc. as prescribed in the DPR. In case it is found that, the numbers of physical resources and manpower resources as prescribed in PIM are not deployed by the concessionaire at any time throughout the concession period, and then tipping fee shall be reduced by the amount of penalty calculated on the basis of Article 11 of Concession Agreement. In case the bidder has committed higher number in IIOP, MIOP and R&M Plan as compared to PIM, then the Bidder shall be bound to deploy higher number.

1.4.9. Deductions for Non Performance

It has been noticed in the past that Concessionaires do not invest in resources and manpower for developing and maintaining door to door and street level collection system. As a result, secondary collection points, Dhalaos receive all the waste from formal and informal collection system which is then lifted and transported by the concessionaire spending only a small part of the cost they little cost.

Year (12 month period starting w.e.f. COD)	Waste Collected from Dhalaos and Open Sites	Waste Collected from Fixed Compactor Transfer Stations (FCTS) and Mobile Transfer Stations (MTS)
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First Year	60% of the Fee Quoted	100% of the fee Quoted
Second Year	50% of the Fee Quoted	100% of the fee Quoted
Third Year onward	40% of the Fee Quoted	100% of the fee Quoted

The Bidder shall note that proposed PIM lays down detailed mechanism of primary collection of solid waste from the generators. Emphasis has been laid on increased door to door collection and increased street level collection so that waste reaching secondary collection points reduces over a period of time and ultimately stops. Detailed monitoring tools slated to be deployed as part of the Project shall enable Authority to know quantities lifted by the concessionaire through primary collection system or otherwise.

Bidders who do not fulfill their obligation of providing effective primary level collection system shall be paid tipping fee as per following plan:

1.4.10. Service tax

Service Tax, if applicable shall be paid by SDMC as per prevailing law in addition to agreed tipping fee.

2. Brief description of Bidding Process

2.1. General

2.1.1. The Authority has adopted a single stage two envelope process (collectively referred to as the “Bidding Process”) for selection of the Concessionaire for award of the Project. Prior to making an Application, the Applicant shall pay to Authority a sum of Rs. (..... only) which would be the non-refundable as the cost of the RFP document.

2.1.2. In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs(.....only). in the form of a demand draft or a bank

guarantee from a nationalized bank. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 2.1.3.** During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.
- 2.1.4.** The concession period shall be pre-determined.
- 2.1.5.** Bidder may seek lower grant/VGF than sanctioned by the SBM for the project.
- 2.1.6.** The Bidder shall quote the Tipping Fee per Metric Tons (MT) for the project for each year of the Concession period during O&M Phase (“The Tipping Fee”) which will be adjustable on year to year basis on WPI for cost of fuel and minimum wages.
- 2.1.7.** The bidder shall give technical presentation to Authority on its approach and methodology to implement the project. Financial bid and technical presentation would be weighed as per the criteria given in the RFP. Authority may at its own discretion choose to negotiate with the proposed Concessionaire or all prequalified bidders to arrive at the best financial offer in the interest of Authority.
- 2.1.8.** Any queries or request for additional information concerning this RFP shall be submitted through email on Email ID mentioned in Data Sheet. Bidders are advised to be specific and clause wise queries in unambiguous manner. Authority reserves the right not to respond to vague and frivolous queries.

The Subject of the Email shall mention the following:

Queries shall neatly type/ written in as per r following format:

S. No.	Particulars	Details
1	Organization	
2	Document Name	
3	Page Number	
4	Clause Number	
5	Query	
6	Reason for the Query	
7	Suggestion, if any	
8	Name & Designation	
9	Contact No. & Email ID	

2.2. Schedule of Bidding Process

Authority would endeavor to adhere to the following schedule:

Sr. No.	Activity Description	Date
1.	Issue of RFP	
3.	Last date of receiving queries	
4.	Pre-bid meeting at Authority's Office	
5.	Proposal Due Date	
6.	Opening of Technical Bids	
7.	Technical Presentations	
8.	Opening of Financial Bids	

2.3. Cost of RFP document

The RFP document can be downloaded from www..... The cost of RFP document is Rs 5, 000 (five thousand). The Proposals must accompany with cost of RFP document in the form of a bank draft in favor of Chief Executive Officer,, payable at in case RFP is downloaded

from website: (www.....). The Eligible Bidder(s) may also obtain a hard copy of the RFP from the office of Chief Executive Officer,, Name of City . The Eligible Bidder(s) purchasing the hard copy of the RFP must attach the copy of Receipt along with the Proposal. This fee is non-refundable.

2.4. Instructions To Applicants

2.4.1. Number of Applications and costs there of

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

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

2.4.2. Site visit and verification of information

Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. 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, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority

2.4.3. Right to Accept and To Reject Any or All Bids

2.4.3.1. 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 thereof.

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

- i.) at any time, a material misrepresentative is made or uncovered, or
- ii.) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

2.4.3.3. Such misrepresentative/ improper response shall lead to disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. If such disqualification/ rejection occur after the Bids have been opened and the selected Bidder get disqualified/ rejected, then the Authority reserves the right to:

- i.) L2 bidder will be the selected bidder; or

- ii.) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.4.3.4.** 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 pre-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 the 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 the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, effort, cost and effort of the Authority, without prejudice to any right or remedy that may be available to the Authority.
- 2.4.3.5.** The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.4.3.6.** The Authority reserves the right to visit at its own cost, one or more project sites listed by the Bidders as their experiences to independently verify and satisfy itself about quality of work being performed and certificates filed as part of Qualifying Criteria and Technical Bid. Bidders shall be responsible to organize meetings with their respective clients and taking around SDMC team in the project area.

2.5. Amendment of RFP

- 2.5.1.** At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addenda.
- 2.5.2.** In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

2.6. Preparation and Submission of Proposal

- 2.6.1. Language and Currency**

- 2.6.1.1.** The Proposal and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Eligible Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 2.6.1.2.** The currency for the purpose of the Proposal shall be the Indian Rupee, (INR).

2.6.2. Validity of Proposal

- 2.6.2.1.** The Proposal shall indicate that it would remain valid for a period not less than six (6) months from the Proposal Due Date (Proposal Validity Period). Authority reserves the right to reject any Proposal that does not meet this requirement.
- 2.6.2.2.** Prior to expiry of the original Proposal Validity Period, Authority may request the Eligible Bidder(s) to extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 1.11 of this document in all respects.

2.7. Bid Security

- 2.7.1.** In terms of the RFP, a Eligible Bidder will be required to deposit, along with its Bid, a bid security of Rs.50,000/- (Rupees fifty thousand only) (refer clause 2.12) in the form of a demand draft or a bank guarantee from a nationalized bank. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 2.7.2.** The Bid Security would be required to be extended if so required by Authority.
- 2.7.3.** The Bid Security shall be returned to unsuccessful Eligible Bidder(s) within a period of thirty (30) days from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner stipulated in the Draft Concession Agreement.
- 2.7.4.** The Bid Security shall be forfeited in the following cases:
- 2.7.5.** If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
- 2.7.6.** If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by Authority.
- 2.7.7.** Eligible Bidder(s) may note that Authority will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Eligible Bidder(s) will be unconditional and unqualified and the Eligible Bidder(s) would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the Draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

2.8. Correspondence

2.8.1. All correspondence / enquiries should be submitted to the following in writing by fax /post / courier:

ATTN. OF: Chief Executive Officer

.....

ADDRESS:

.....

.....

2.8.2. No interpretation, revision, or other communication from Authority regarding this solicitation is valid unless in writing and is signed by Authorized signatory, Authority or its authorized representative. Authority may choose to send to all Eligible Bidder(s) or will upload on the website (.....) written copies of Authority’s responses, including a description of the enquiry but without identifying its source to all the Eligible Bidder(s).

2.9. Format and Signing of Proposal

2.9.1. Eligible Bidder(s) would provide all the information as per this RFP Document and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.

2.9.2. The Proposal should be submitted in three parts in three separate envelopes:

Part 1: Technical Proposal, which would include:

- a) Acknowledgement of RFP Document and Notification of Intent to Submit Proposal Appendix as per **APPENDIX-I**
- b) Covering Letter cum Project Undertaking as per **APPENDIX- II**
- c) Bid Security in the form of Bank Guarantee as per **APPENDIX –III** or demand draft
- d) Power of Attorney for signing the Application as per the format at **APPENDIX- IV**;
- e) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at **APPENDIX-V**;
- f) Copies of Applicant’s duly audited balance sheet and profit and loss account for the preceding three years; and
- g) Details of Applicants as per ANNEX – I
- h) Details of Eligible Project as per ANNEX – II
- i) Financial Capacity of the Applicant as per ANNEX – III
- j) Statement of Legal Capacity as per ANNEX - IV
- k) Description of Approach, Methodology and Project Plan as per ANNEX - V

Part 2: Financial Proposal as per the format set out in **APPENDIX- VI**

Financial Bids shall be made separately indicating Tipping Fee (Appendix - VI) for executing Scope of Project as defined in the PIM for following:

- a) Municipal Solid Waste and Street Sweeping Waste
- b) Drain Silt
- c) Construction and Demolition Waste

2.9.3. The Eligible Bidder shall prepare one set of original documents comprising the Proposal as described above, clearly marked "ORIGINAL". In addition, the Eligible Bidder shall make one copy of the Proposal, clearly marked "COPY". The Applicant shall also provide 2 (two) soft copies on Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.

2.9.4. Bidder must clearly number the volumes. Eligible Bidder must provide an indexed table of contents.

2.9.5. The Proposal and the copy shall be typed or printed in indelible ink and the Eligible Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person/s signing the Proposal.

2.10. Sealing and Marking of Proposals

2.10.1. The Eligible Bidder shall seal the submissions duly marking the envelopes as "KEY SUBMISSIONS", "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL". This envelope shall then be sealed in an outer envelope.

2.10.2. The original and the copy of the Proposal shall be provided in separate envelopes, duly marking the outer envelopes as "ORIGINAL" and "COPY".

2.10.3. Each envelope shall indicate the name and address of the Eligible Bidder

2.10.4. The envelopes shall clearly bear the following identification:

"Proposal for Development of Integrated Solid Waste Management System for Authority on Public private partnership (PPP) under SBM scheme"

"To be opened by Tender Committee only"

and "Submitted by

Name, Address and Contact Phone No. of the Applicant"

2.10.5. The envelope shall be addressed to:

Chief Executive Officer

.....

.....

2.10.6. If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to non-responsive and would be liable for rejection. Authority assumes no responsibility for the misplacement or premature opening of such Proposal submitted.

2.11. Proposal Due Date

2.11.1. Proposals should be submitted before 1500 hours IST on the Proposal Due Date mentioned in the Schedule of Bidding Process, to the address provided in Clause 1.3 in the manner and form as detailed in this RFP Document. Applications submitted by either facsimile transmission or telex will not be acceptable.

2.11.2. Authority, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.8.

2.12. Late Proposals

Any Proposal received by Authority after 1500 hours IST on the Proposal Due Date will be returned unopened to the Eligible Bidder.

2.13. Modification and Withdrawal of Proposals

The Eligible Bidders are not allowed to modify or withdraw the proposals; once they are submitted.

2.14. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short listed Eligible Bidder(s) shall not be disclosed to any person not officially concerned with the process. Authority will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. Authority will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

2.15. Clarifications

To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Eligible Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

2.16. Short-listing and notification

After the evaluation of Applications, the Authority would announce a list of short-listed pre-qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Applicants that they have not been short-listed. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

2.17. Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents. Only pre-qualified Applicants shall be invited by the Authority to submit their Bids for the Project.

2.18. Proprietary data

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

2.19. Correspondence with the Applicant

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

2.20. Eligibility of Applicants (for 100 TDP)

2.20.1. Basic pre-qualification Criteria:

2.20.1.1. The Applicant for pre-qualification may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.

2.20.1.2. An Applicant may be a natural person, private entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in RFP.

2.20.1.3. An Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- The Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest
- A constituent of such Applicant is also a constituent of another Applicant; or
- such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

- Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Application of either or each other; or
- Such Applicant or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.20.1.4. Explanation:

In case an Applicant is a Consortium the maximum members allowed are 2 members, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.20.2. Specific pre-qualification and short-listing Criteria:

An Applicant shall fulfill all the following conditions (A) and (B) of eligibility:

2.20.2.1. Technical Capacity

For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder in the last three financial years should have undertaken Public Private partnership (PPP) projects or on Contract basis from State Government/Municipal Corporations or other similar basis, ("Eligible Projects") with at least:

Door-to-door/Street Level collection of MSW (Primary Collection) in any one city having a population of at least 1(one) lac or of MSW not less than 50 TPD from a single city/Town

and

Collection and transportation of 50 TPD of MSW (Secondary Collection) in any one city having a population of at least 1(one) lacs

and

Design, construction, operation and maintenance of engineered sanitary landfill facility for a minimum life of 5 years for a city generating at least 50 TPD

and

Developed and operated compost plant/RDF plant/Waste to Energy Plant / any other type of Processing Plant of capacity 50 TPD or more.

The entity claiming above experiences should have held, in the company owing the Eligible Project, a minimum of 35% (thirty five per cent) equity during the entire year for which technical experience is being claimed.

2.20.2.2. Financial Capacity:

- a) Turnover:** Applicant shall, over the past 3 (three) financial years preceding the Application Due Date, has average annual turnover of more than Rs. 1.0 cr. (Rupees one crore) (“Threshold Technical Capacity”) and
- b) Net Worth:** The Applicant shall have a minimum average annual Net Worth (the “Financial Capacity”) of Rs. 2 cr. (Rupees Two crore) at the close of the preceding financial year.

In case of a Consortium, the combined technical capacity and financial capacity of those Members, who satisfy the above conditions of eligibility shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 35% (thirty five per cent) of the subscribed and paid up equity of the SPV; and invest at least (ii) 10% (ten per cent) of the Total Project Cost specified in the Concession Agreement.

2.21. Consortium

- 2.21.1.** The Applicants shall enclose with its application, to be submitted as per the format in Appendix-I, complete with its Annexes, the following:
 - i. Certificate(s) from its concerned client(s) in support of above work undertaken clearly stating quantities collected /transported /installed capacities of the processing plant designed, operated and maintained/installed capacities of landfill deigned, operated and maintained.
 - ii. Certificate(s) from its statutory auditors/Chartered Accountant specifying Turnover of the Applicant, as at the close of the preceding financial year
 - iii. Certificate(s) from its statutory auditors/Chartered Accountant specifying the net worth of the Applicant, as at the close of the preceding financial year
- 2.21.2.** The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.
- 2.21.3.** Where the Applicant is a single entity, it is mandatory to form an appropriate Special Purpose Vehicle (the “SPV”), incorporated under the Indian Companies Act, 1956, to execute the Concession Agreement and implement the Project. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:
 - a) Number of members in a consortium shall not exceed 2 (two)
 - b) Subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
 - c) Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;

- d) 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;
- e) The members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- f) SPV formed for this project needs to be the special purpose vehicle specific for this contract/ object only. On completion of this contract/ object, the SPV shall be wound up.
- g) The Concessionaire will have to produce SPVs Audited Account Report with the SDMC.
- h) The Concessionaire shall maintain books of accounts recording in accordance with Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account along with a report thereon by its Statutory Auditors within, 180 days of the close of the Accounting Year to which they pertain. The Authority shall have the right to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts duly certified by the Statutory Auditors to be provided to the Authority for verification.

2.21.4. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

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

2.21.6. Qualification is open only to residents/entities incorporated in India.

2.22. Change in composition of the Consortium

By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was prequalified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members. The Bidder further acknowledges and undertake that Lead Member of shall continue to hold at least 51% and each of the other consortium member shall continue to hold at least 10% of the equity of the SPV for the entire duration of the Concession Period. Only in exceptional circumstance leading to insolvency or permanent and irreversible closure of operations of the consortium member, shallAuthority allow change in consortium if so requested in writing. In no circumstance the lead member shall be allowed to leave the project before completion of the Concession period or pre mature termination by Authority as per the terms of the 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 shall apply only when the Bidder is a Consortium.

3. CRITERIA FOR EVALUATION

3.1. Tests of responsiveness

3.1.1. Prior to evaluation of Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP Document. A Proposal shall be considered responsive if:

- a) it is received as per format
- b) it is received by the Application Due Date including any extension
- c) it is signed, sealed, bound together in hard cover, and marked as stipulated in the RFP document.
- d) it is accompanied by the Power of Attorney as specified in RFP and in the case of a Consortium, the Power of Attorney as specified in RFP.
- e) it contains all the information and documents (complete in all respects) as requested in this RFP;
- f) it contains information in formats same as those specified in this RFP;
- g) it contains a demand draft of Rs. 5,000 (Rupees Five thousand only) to Authority towards the cost of the RFP document in favor of Chief Executive Officer,, payable at
- h) it does not contain any condition or qualification; and
- i) it is not non-responsive in terms hereof.

3.1.2. Authority reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by Authority in respect of such Proposals.

3.1.3. Conditional proposal shall not be considered. Any bid found to contain conditions attached, will be rejected.

3.2. Evaluation parameters

Only those Applicants who meet the eligibility criteria specified in the RFP above shall qualify for evaluation under this Section. Applications of firms/ consortia who do not meet these criteria shall be rejected.

3.3. Proposal Evaluation – Part II – Technical Proposal

3.3.1. The Applicant's competence and capability for projects undertaken in last two financial years is proposed to be established by the following parameters:

(SAMPLE Table for projects up to 100 TPD. For larger cities, suitable amendment may be made)

S. No.	Parameter	Indicator	Marks
1	Turnover	Marks = $3+(T-M)*2/M$ Subject to a maximum of 5 marks. Where T= Combined Average Annual Turnover of the Consortium as per RFP M= Minimum Turnover prescribed as per RFP	5
2	Net worth as on 31.03.2013.	Marks = $3+(T-M)*2/M$ Subject to a maximum of 5 marks. Where T= Combined Net Worth of the Consortium as per RFP M= Minimum Net Worth prescribed as per RFP	5
3	Experience in door to door collection of at least in one city in India	a) Number of Projects 1 projects 2 or More projects b) Actual MSW collected from households during last three financial years. From 50 TPD to 100 TPD Above 100 TPD	2 5 2 5
4	Experience in Collection & Transportation	Number of Projects 1 projects 2 or More projects Actual MSW collected and transported in any one of the last three financial years From 50 to 100 TPD Above 100 TPD	2 5 10 20
5	Experience in design, construction, operation and maintenance of Sanitary Landfill	Number of Projects 1 projects 2 or More projects Landfill Capacity Sanitary landfill of capacity to accommodate waste Upto 1,00,00 cum Above 1,00,00 cum	2 5 2 5

6	Experience in design, construction, operation and maintenance of waste processing facilities	a) Number of Projects 1 projects 2 or More projects b) Methods of processing used (i) Composting and RDF and Waste to Energy and mechanical separation of recyclables (material recovery facility) or plastic processing/recycling plant or paper recycling plant or any other recyclable waste processing option, and Construction & demolition waste processing plant (ii) Composting, and RDF and mechanical separation of recyclables (material recovery facility) or plastic processing/recycling plant or paper recycling plant and Construction & demolition waste processing plant (ii) Composting	5 10 - (For Larger projects) - (For Larger projects) 25
7	Approach & Methodology and/or Presentation		10
TOTAL			100

3.3.2. Any bidder who achieves a score of 70 marks (threshold score) would be deemed to meet the technical experience criterion for qualification.

3.3.3. Experience for any activity relating to the Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.4. Details of Experience

3.4.1. The Applicant should furnish the details of Experience for the last 3 (three) financial years immediately preceding the Application Due Date.

- 3.4.2. The Applicants must provide the necessary information relating to Technical Capacity as per format given in Annex.
- 3.4.3. The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format provided.

3.5. Proposal Evaluation – Part II – Financial Offer

- 3.5.1. The shortlisted Bidders adjudged as [responsive and technically qualified] at the end of the evaluation of Part I – Technical Proposal shall be notified and informed of the date and time of opening of Part II – Financial Offers.
- 3.5.2. Financial Proposal of short-listed Bidders who qualify after evaluation of Part I – Technical Offer shall be opened in the presence of the representatives of shortlisted Bidders, who choose to attend. The Financial Bid of the shortlisted Bidders shall be read out and recorded.
- 3.5.3. Financial Proposal of all the short-listed Bidders would be evaluated on the basis of the financial offer (the “Financial Bid Parameter”) as specified in the RFP below and the accompanying supporting information regarding assumptions underlying the Financial Quote as per the formats in Appendix VI.
- 3.5.4. A detailed evaluation of Financial Offer – Part II would be done to ensure that the Financial Bid Parameter quoted is free from computational errors. The Financial Offer having computational error(s) will be deemed as non-responsive.
- 3.5.5. The Financial Proposals would then ranked in [ascending or descending, as the case may be] order of the validated Financial Bid Parameter, with the Bidder quoting the [lowest Grant or highest Premium] shall be ranked First as [L1 or H1, as the case may be] and the Bidder quoting the second lowest Financial Bid Parameter shall be ranked Second as [L2 or H2, as the case may be] and so on.
- 3.5.6. The Bidder ranked First in accordance with the above procedure would be declared as the Preferred and/or Selected Bidder.
- 3.5.7. In the event that two or more Bidders quote exactly the same [lowest or highest] validated Financial Bid Parameter for the project, then the Authority reserves the right either to,
 - i. Invite fresh Proposals from these Bidders; or
 - ii. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process; or
 - iii. Identify the selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

[FOR Project based on VGF]

Bidding Criteria – Financial Bid Parameter

- The bidding parameter should normally be specified in a manner that requires the Bidders to quote a number (up to two decimal places).

The technically qualified Bidders short-listed as per the provisions of the RFP shall be considered for evaluation of their financial proposal. [*The Financial Bid Parameter for this Project depends on aspects like; (i) scope of Project, (ii) duration of the concession period, (iii) proposed PPP contract & risk allocation structure, (iv) probable revenue streams & revenue risks associated with the Project, and (v) financial viability of the Project.*] Following are broadly accepted and/or followed Financial Bid Parameters for IMSWM projects on build-operate-transfer format:

i. Case I – Project Financially Not-Viable

a) Lowest Tipping Fee per MT of MSW from Authority

(In case of integrated processing & disposal facility) with pre-determined [annual or bi-annual, as the case may be] increment rate for the Tipping Fee; OR

Levelised Value (LV) of the Tipping Fee per MT of MSW collected & transported to the gate of Transfer Station OR at Disposal Facility *(in case of integrated processing & disposal facility)* at the pre-determined discounted rate specified to all Bidders for the Concession Term; OR

Levelised Value (NPV) of the [aggregate of tipping fee per MT of MSW (Collected & Transported plus Processed plus Sanitary Land filling) plus Fund requirement per year for maintenance activities related to closure of existing dump sites, if any] at the pre-determined discounted rate specified to all Bidders for the Concession Term.

b) Lowest Grant from Authority

(Usually for part of Capital Investment need in MSW project components like development of Sanitary land fill with attached power generation facility and/or Processing facility with assured revenue streams)

ii. Case II – Project Financially Viable

a) Highest Royalty per MT of MSW, payable to Authority

(In case of integrated processing & disposal facility) with pre-determined [annual or bi-annual, as the case may be] increment rate for the Tipping Fee; OR

Levelised Value (LV) of the Royalty per MT of MSW transported to the gate of Transfer Station OR at Disposal Facility *(in case of integrated processing & disposal facility)* at the pre-determined discounted rate specified to all Bidders for the Concession Term; OR

Levelised Value (LV) of the [aggregate of royalty per MT of MSW (Collected & Transported plus Processed plus Sanitary Land filling) plus royalty/fund requirement per year for maintenance

activities related to closure of existing dump sites, if any] at the pre-determined discounted rate specified to all Bidders for the Concession Term.

b) Highest Authorization Premium per Annum to Authority

3.6. Notification and Issue of Letter of Award

Financial information for purposes of evaluation

The Application must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Application is made.

In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

3.6.1. Short-listing of Applicants

The credentials of eligible Applicants shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Applicant. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have an equity share of at least 26% (twenty six per cent) in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.

The Applicants shall then be ranked on the basis of their respective Aggregate Experience Scores and short-listed for submission of Bids.

The Authority may, in its discretion, maintain a reserve list of pre-qualified Applicants who may be invited to substitute the short-listed Applicants in the event of their withdrawal from the Bid Process or upon their failure to conform to the conditions specified herein; provided that a substituted Applicant shall be given at least 30 (thirty) days to submit its Bid.

3.7. FRAUD AND CORRUPT PRACTICES

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice,

fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of the Authority under the RFP hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

- a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the 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 or 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);, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

PRE-APPLICATION CONFERENCE

A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid conference. Applicants who have downloaded the RFP document from the Authority's website (.....) should submit a Demand Draft of Rs.5,000 (Rupees Five Thousand only) towards the cost of document, through their representative attending the conference. A maximum of three representatives of each Applicant shall be allowed to participate on production of Authority letter from the Applicant.

During the course of Pre-Bid conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

MISCELLANEOUS

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

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

Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

Consult with any Applicant in order to receive clarification or further information;

Pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;

Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or

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

It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents,

pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

PROPOSAL EVALUATION

General

From the time the Proposals are opened to the time the contract is awarded, the Firm/Agency should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by a Firm/Agency to influence the Client in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Firm/Agency's Proposal.

The Envelope 1 shall be opened first. If the bid security is not found to be in order then the proposal shall be treated as non-responsive and shall not be evaluated further.

The eligibility criteria will be first evaluated as defined aforesaid for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria.

The Authority will be responsible for evaluation and ranking of Proposals received.

The Authority evaluates and ranks the Technical Proposals on the basis of Proposal's responsiveness to the RFP using the evaluation criteria and points system specified under Clause no. 3. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum technical mark of 70 from the maximum of 100 points.

After the technical evaluation is completed, the Client shall notify Firms/Agencies whose Proposals did not meet the minimum qualifying technical mark or Firms/Agencies whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Client shall simultaneously notify, in writing Firms/Agencies whose Technical Proposals received a mark of 70 or higher, indicating the date, time, and location for opening of Financial Proposals. (Consultants' attendance at the opening of Financial Proposals is optional)

PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

Public Opening of Financial Proposals

At the public opening of Financial Proposals, Firms/Agencies representatives who choose to attend will sign an Attendance Sheet.

The marks of each Technical Proposal that met the minimum mark of 70 will be read out aloud.

Each Financial Proposal will be checked to confirm that it has remained sealed and unopened.

The Client's representative will open each Financial Proposal. Such representative will read out aloud the name of the Firm/Agency and the total price shown in the Firm/Agency's Financial Proposal. This information will be recorded in writing by the Client's representative.

Evaluation of the Financial Proposal

The Eligible Bidder(s) has to provide

The capital support sought – one time and

Year wise Tipping Fee per MT for 30 year period if sought from Authority

The maximum Capital Support to be provided by Authority shall in any case not exceed grant sanctioned for the project under SBM.

The value of Tipping Fees per MT quoted in the Financial Proposal shall be inclusive of all direct and indirect costs and taxes incurred to carry out work as defined under Scope of Work, In addition to the above

The Tipping Fees quoted by the Eligible Bidder shall be net of revenue i.e. the Eligible Bidder shall take into revenue earned from sale of compost, advertisement etc. User Charges collected from the household and other commercial establishments shall not be considered revenue of the Concessionaire.

The Authority shall provide Capital Support only for the activities listed in the approved DPR. In case the Eligible Bidder proposes to develop any facility other than that mentioned in Appendix 8, Authority shall not provide any capital support for the same. The activity proposed to be developed by the Eligible Bidder shall be in accordance with MSW Rules.

In the event that two or more Eligible Bidder(s) secure the same overall score, Authority may:

Give preference to the Eligible Bidder who has experience of working in other states

OR

Invite fresh Proposals from the Eligible Bidder(s);

OR

Declaring the bidder securing highest technical marks amongst the Eligible Bidder(s) securing same overall score, as preferred bidder

OR

take any such measure as may be deemed fit in its sole discretion or annulment of the bidding process.

Authority may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations.

Upon acceptance of the Financial Proposal of the Preferred Eligible Bidder(s) with or without negotiations, Authority shall declare the Preferred Bidder as Successful Bidder.

Notifications

Authority will notify the Successful Bidder by facsimile and by a letter that its Proposal has been accepted.

Authority's Right to Accept or Reject Proposal

Authority reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

Authority reserves the right to invite revised Financial Proposals from Eligible Bidder(s) with or without amendment of the RFP Document at any stage, without liability or any obligation for such invitation and without assigning any reason.

Authority reserves the right to reject any Proposal if:

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

OR

(b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

This 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 occur after the Financial Proposals have been opened and the lowest Bidder gets disqualified / rejected, then Authority reserves the right to:

Invite the next lowest Bidder

OR

Take any such measure as may be deemed fit in the sole discretion of Authority, including annulment of the bidding process.

Letter of Award (LOA)

Authority will award the LOA to the successful bidder.

Execution of Concession Agreement

The Successful Bidder shall execute the Concession Agreement within 15 (fifteen) days of the issue of LOA or such time as indicated by Authority.

Authority will promptly notify other Eligible Bidder(s) that their Proposals have been unsuccessful and their Bid Security will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the Successful Bidder.

Performance Security

In terms of the RFP, a Successful Bidder will be required to deposit Performance Security equivalent to 5% (five per cent) of the Total Project Cost (the "Performance Security") in the form of a demand draft or an irrevocable Bank Guarantee in favour of Authority, as per the format set out in the Draft Concession Agreement.

The Performance security shall be forfeited and en-cashed in any of the following cases:

If the Successful Bidder fails to meet the service levels as agreed.

If the Successful Bidder withdraws from the project midway during the project term.

Any other act or acts of the successful bidder which renders the project un-operational and Authority establishes sufficient reasons to forfeit the Performance Security

If during the project term, the Successful Bidder is found to charge user fees which were not agreed.

If during the project term, Successful Bidder indulges in activities that are in contravention to the spirit of the Concession Agreement.

SCOPE OF PROJECT

Project Coverage Area

The proposed project will be for the entire area under Authority which is approximately Sq Km. The projected population of the city for the year 2011 is lac approximately.

Project Components

The various components of proposed project of Integrated Solid Waste Management system is based on the assessment of the existing deficiencies and mandatory requirement as per MSW Rules 2000.

Street sweeping and de-silting of drains, Spraying drains with bleaching powder

Door-to-door collection of solid waste from household, industrial units and institutions.

Providing separate bins, at point of collection for biodegradable/non degradable waste

Procurement and operation of equipments, vehicles and tools for door-to-door collection.

Secondary storage of wastes

Waste transfer from primary collection equipments to light motor vehicles.

Collection of waste from daily sweeping of streets.

Transportation of wastes to treatment facilities.

Build, Operate & Maintain workshop for maintenance of vehicle/ equipments

Procure project vehicles, equipments and other assets required for the execution of the Project in accordance with the specifications provided in Draft Concession Agreement and Project Information Memorandum.

Construction, Operations and Management of treatment facilities and land fill sites.

Project Funding

The proposed project is approved under SBM and is entitled to for funding as per the scheme. Balance funds if any are to be invested by the developers on PPP.

Concession Period

The concession period of the project is thirty (30) years from the date of signing of the Concession Agreement.

User Charges

The Authority may at its own discretion impose suitable user charges on the beneficiaries towards waste collection.

Authority may impose user charges on following categories:

Households

Markets – Vegetable markets/shops/malls

Hotels and Restaurants/banquet halls

Industries

Institutions/offices

Etc.

The rate of user charges may be escalated in accordance with the notifications issued by Authority from time to time.

The responsibility for collection of user charges would be that of Private Partner.

The revenue collected from the users would go to Authority and would not be a part of the income of the Concessionaire. Successful Bidder shall not consider user charges as its revenue while quoting grant and/or tipping fee at the time of Bid.

Components of the proposed project

(As per approved DPR)

BID EVALUATION

Financial Proposals

The offers of the Eligible Bidder on the Government financial support required as per the format prescribed in Appendix VI shall be used for financial evaluation.

The maximum Capital Support to be provided by Authority shall in any case not exceed the approved cost of the project under SBM.

The Tipping Fees quoted by the Eligible Bidder shall be net of revenue i.e. the Eligible Bidder shall take into account all costs and revenue earned from sale of compost, bricks, recyclables, advertisement, etc.

The Financial Proposal of all the Eligible Bidder(s) shall be evaluated based on the following formula :

Financial Support required from Authority = Capital Grant plus overall Tipping Fees/

For the purpose of evaluation, Tipping Fees (Rs per MT) shall mean present value of the amount (Rs per MT) quoted by the Eligible Bidder for the respective financial years multiplied by MT multiplied by 365 days.

Eligible Bidder

In case the Eligible Bidder does not quote amount of Tipping Fees for any financial year the same will be taken as zero.

The present value of Tipping Fees quoted by the Eligible Bidder shall be discounted at 10% would be used for final evaluation.

3.1.6 The present value (PV) of Tipping Fees would be computed as $PV = T1/(1.10)^1 + T2/(1.10)^2 + T3/(1.10)^3 + T4/(1.10)^4 + \dots + Tn/(1.10)^n$ T1, T2, T3, T4 and Tn are the Tipping Fees Rs per MT required during year1, year 2, and up to year 30.

For the purpose of financial evaluation the overall financial support in RsCrores would be computed as under where the Eligible Bidder quotes Tipping Fees :

Capital Grant (RsCrores) + (Tipping Fee/1,00,00,000)

Eligible Bidder

For the purpose of financial evaluation the overall financial support in RsCrores would be computed as under where the Eligible Bidder quotes Tipping Fees

Capital Grant (RsCrores) + (Tipping Fee/1,00,00,000)

Technical Proposal

The Eligible Bidder would be given marks on the basis of their understanding of the project plan. The Eligible Bidder shall be invited to make a presentation on approach, methodology and project plan to judge their understanding of the Project.

NOTE:

The weightage for Financial Proposal and Technical Proposal has been given 80% and 20% respectively.

The Financial Proposals shall be given scores as follows:

$$Pf = 100 \times Fm/F$$

Where:

Pf is Financial Score

Fm is the Lowest Bid Price

F is the price of the proposal under consideration

The Composite Score from Technical Proposal and Financial Proposal shall be computed as follows:

$$\text{Composite Score} = (Pf \times 0.8) + (Pt \times 0.2),$$

Where:

Pt is the Technical Score of the proposal under consideration

The Eligible Bidder getting highest marks would be declared Successful.

In the event that two or more Eligible Bidder(s) secure the same overall score, Authority may:

Declaring the Eligible Bidder securing highest technical marks amongst the Eligible Bidder(s) securing same overall score, as preferred bidder

Or

Give preference to the Eligible Bidder who has experience of working in other states

Or

Take any such measure as may be deemed fit in its sole discretion or annulment of the bidding process.

Authority may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations. In case negotiation fails, Authority has the right to invite the next preferred bidder for negotiation.

Upon acceptance of the Financial Proposal of the Preferred Eligible Bidder with or without negotiations, Authority shall declare the Preferred Bidder as Successful Bidder.

Authority will notify the Successful Bidder by facsimile and by a letter that its Proposal has been accepted.

Appendices

Appendix I

Format for Acknowledgement of RFP Document and Notification of Intent to Submit Proposal

Date:

**To
Chief Executive Officer**

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

Dear Sir,

Re: Request For Proposal for Development of Integrated Solid Waste Management System for Authority on Public private partnership (PPP) under SBM scheme.

The undersigned hereby acknowledges and confirms receipt of all the Parts (Part I, Part II and Part III) of the Request for Proposal (RFP) Document for the captioned project from Authority and conveys its intention to submit a Proposal for the Project on Public Private Partnership mode , under DBFOT (Design, Build, Finance, Operation and Transfer) structure.

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

On the Letterhead of the Bidder or Lead Member of Consortium.

To be signed by the Lead Member in case of a Consortium.

The acknowledgement should be sent within 2 days of purchase/ downloading of the RFP Document

Appendix II

Format for Covering Letter Cum Project Undertaking

Date:

**To
Chief Executive Officer**

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

Dear Sir,

Re: Request For Proposal for Development of Integrated Solid Waste Management System for Authority under SBM scheme on Public Private Partnership (PPP) under DBFOT (Design, Build, Finance, Operation and Transfer) structure.

We have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by Authority. We hereby submit our Proposal for the captioned project.

We are enclosing our Proposal in one (1) original plus one (1) copy and two (2) soft copies in a compact disc (CD), with the details as per the requirements of the RFP Document, for your evaluation.

We confirm that our Proposal is valid for a period of nine (6) months from (Proposal Due Date)

**We hereby agree and undertake as under:
Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the Draft Concession Agreement, a draft of which also forms a part of the RFP Document provided to us.**

Dated thisDay of, 2010.

Name of the Bidder
.....

Signature of the Authorised Person
.....

Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder*

APPENDIX- III

(Proforma of Bank Guarantee for Bid Security)

B.G. No. Dated:

1. In consideration of you, Authority having its office at,, Name of State (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act, 1956] and having its registered office at _____ [and acting on behalf of its Consortium] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Integrated Solid Waste Management Project at Name of City on [DBFOT] basis (hereinafter referred to as "the Project"). Pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 50,00,000/- (Rupees fifty lacs only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *****/- (Rupees *****only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 270 (two hundred and seventy) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX-IV

Power of Attorney for Signing of Application

(To be executed on Stamp Paper of Rs.100/-)

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 application for pre-qualification and submission of our bid for the Municipal Solid Waste (MSW) Management Project in Name of City proposed or being developed by the Authority including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre- Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our 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 done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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.

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX-V

Power of Attorney for Lead Member of Consortium

(To be executed on Stamp Paper of Rs. 100/-)

Whereas the Authority has invited applications from interested parties for the Municipal Solid Waste (MSW) Management Project in Name of City Project (the “Project”).

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney 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
(Signature)

.....
(Name & Title)
For

(Signature)
.....
(Name & Title)
For

(Signature)
.....
(Name & Title)

Witnesses:

- 1.
- 2.

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

Notes:

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.

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

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

ANNEX-I

Details of Applicant

(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) who will serve as the point of contact/ communication for the Authority:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-Mail Address:

(g) Fax Number:

4. Particulars of the Authorised Signatory of the Applicant:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

(e) Fax Number:

5. In case of a Consortium:

(a) The information above (1-4) should be provided for all the Members of the Consortium.

(b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.5 (g) should be attached to the Application.

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

S.No.	Name of Member	Role	Percentage of equity inthe Consortium
1.			
2.			
3.			
4.			

The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV.

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

Name of Applicant/Member of Consortium

S. No.	Criteria	Yes	No
1.	Has the Applicant 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 Applicant/ 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 penalised due to any other reason in relation to execution of a contract, in the last three years?		

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

ANNEX-II

Financial Capacity of the Applicant

(In Rs. crore)

Applicant Type	Member Code	Net Cash Accruals			Net Worth	Turnover
		Year 1	Year2	Year3		
Single entity Applicant						
Consortium Member 1						
Consortium Member 2						
TOTAL						

Instructions:

1. The Applicant/ 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 Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;

(b) Be audited by a statutory auditor;

(c) Be complete, including all notes to the financial statements; and

(d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Cash Accruals shall mean Profit After Tax + Depreciation.

3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year.

5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.5 (g) of the RFP document.

7. The Applicant shall provide an Auditor's Certificate /Chartered Accountant certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.3 (ii) of the RFP document.

ANNEX-III

Details of Eligible Projects

Applicant/Member

Item	Particulars of the Project
Title of the Project	
Nature of the project	
Entity for which the project was constructed developed	
Location	
Project cost	
Date of commencement of project/ contract	
Date of completion! commissioning	
Equity share holding(with period dating which equity was held)	
Whether credit is being taken for the eligible Experience of an Associate (Yes! No)	

Instructions:

- 1. Applicants are expected to provide information in respect of each Eligible Project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2 of the RFP,. Information provided in this section is intended to serve as a back up for information provided in the Application. Applicants should also refer to the Instructions below.**
- 2. A separate sheet should be filled for each Eligible Project.**
- 3. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.**

Certificate from respective clients must be furnished as per formats below for each Eligible Project.

ANNEX-IV

Statement of Legal Capacity

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

Ref.

Date:

To

Chief Executive Officer

.....

.....

.....

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) will act as the Lead Member of our consortium.*

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

ANNEX-V

Description of Approach, Methodology and Project Plan

Technical approach, methodology and project plan are key components of the Technical Proposal. Based on the details/requirements given in the RFP, Eligible Bidder(s) shall submit their Technical Approach, Methodology and Project Plan. In case, bidder has another option for treatment, processing and disposal of MSW other than the one specified in this RFP, the bidder shall submit this option as an 'Alternative Plan'. A parallel technical proposal of this 'Alternative Plan' shall also be presented alongwith the Technical Proposal based on the RFP design.

You are suggested to present in your technical proposal the followings:

- a) Technical Approach and Methodology,*
- b) Project Plan*
- c) Organization and Staffing,*
- d) Assessment of Risk and mitigation plan*
- e) Change Management plan*
- f) Benefits of the proposed 'Alternative Plan' (only in case of Eligible Bidder(s) who have submitted an 'Alternative Plan')*

a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the project, approach to the services, methodology for carrying out the activities obtaining the expected output and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them.

b) **Project Plan.** In this chapter you should propose the main activities of the project, their content and duration, phasing and interrelations, milestones and completion dates of the key project deliverables. The proposed project plan should be consistent with the technical approach and methodology, showing understanding of the RFP and ability to translate them into a feasible project plan. The project plan should be consistent with the project activity schedule attached.

c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your project and operational team. You should list the main disciplines of the project, the key expert responsible and proposed technical and support staff.

d) **Assessment of Risk and mitigation plan.** In this chapter you should explain the various categories of risks, you envisage in the project implementation and operation phase. You should highlight the method to evaluate the overall chances of potential loss and the consequences. You should propose a plan to control & monitor the risks and plan for contingencies to risks, which occur.

e) **Change Management Plan.** In this chapter you should propose the information resource management strategies and technology framework to support project change.

f) **Benefits of the proposed 'Alternative Plan'**- For 'Alternative Plan' bidder shall also submit a comparative chart illustrating benefits and drawbacks of this plan vis-à-vis the plan given in this RFP.

Note: The bidder shall be invited to make a presentation on approach, methodology and project plan to judge their understanding of the project.

EVALUATION CRITERIA FOR TECHNICAL BIDS OF INTEGRATED MSW MANAGEMENT PROJECT OF NAME OF CITY

Technical Proposal would be evaluated based on the following criteria:

TECHNICAL DOCUMENT	DESCRIPTION
Technical Approach & Methodology	Primary Collection
	Secondary Storage and Transportation
	Treatment and Processing
	Disposal
Project Plan Till COD	Clarity & Continuity
	Coverage of all aspects of project / detailing
Organization & Staffing	Staff Adequacy
	Organization structure with defined roles & responsibilities
Assessment of Risks, Risk Mitigation Plan & Change Management Plan	Identification of risks
	Risk mitigation and change management plan
Presentation	Understanding of the Project, Work Plan, Experience of undertaking similar projects

TECHNICAL PROPOSAL

The Bidders shall provide a Technical Proposal setting out the proposed plan for implementation of the Project. The Proposal shall comprise the technical approach and methodology for collection and transportation, treatment, processing and disposal of MSW & construction debris; construction works to be undertaken, schedules and timelines; manpower deployment etc. The Technical proposal shall be in adherence to the MSW Rules and the Project Information Memorandum and requirements set out in the draft Concession Agreement. The illustrative format for the Technical proposal is set out below:

PROJECT APPROACH AND METHODOLOGY

Methodology shall be provided for all stages of MSW management. The vehicle/equipment/tools deployment plan along with O&M plan shall be provided for each stage. Each stage shall be supported by project experiences of the bidder.

- Primary collection
- Secondary storage and transportation

**Treatment and Processing
Sanitary Landfilling**

The project experience provided under each stage shall have following details:

S.No.	Project Name	Client	Date of award	Start date of commercial operations	Present Status
	Primary Collection				
	Secondary storage and transportation				
	Treatment and Disposal				
	Sanitary Landfilling				

PROJECT PLAN

Activity chart detailing all the activities of the scope of work and the respective completion dates during the implementation period till Commercial Operations Date.

ORGANISATION AND STAFFING

- Staff deployment plan
- Roles and Responsibilities of management staff
- Number of shifts per day of operations
- Training & education plans for personnel
- Uniforms & safety gear provisions for staff

ASSESSMENT OF RISK AND MITIGATION PLAN

- Identification of risks
- Risk mitigation plan
- Provision for implementing mitigation plan

CHANGE MANAGEMENT PLAN

- Plan during transition from Corporation run system to private run system
- Plan during changes in the transition period

Activity Schedule (Part of Appendix – 9)

S. No	Activity	Months											
		1	2	3	4	5	6	7	8	9	10	N	
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
N													

1 Indicate all main activities of the assignment, including project delivery other benchmarks such as government approvals.

2 Duration of activities shall be indicated in the form of a bar chart.

APPENDIX-VI

Format for Financial Proposal

Date:

**To
Chief Executive Officer**

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

Dear Sir,

Re: Request For Proposal for Development of Integrated Solid Waste Management System for Authority under SBM scheme on Public Private Partnership (PPP) under DBFOT (Design, Build, Finance, Operation and Transfer) structure.

We are pleased to submit our Financial Proposal for Development of Integrated Solid Waste Management System for Authority on Public private partnership (PPP) under SBM scheme

Table 1

Sr. No.	Description	Amount in Figures	Amount in Words
1.	Capital Grant Required from Authority		

2.	Yea r 1	Yea r 2	Yea r 3	Yea r 4	Yea r 5	Year 6	Yea r 7	Yea r 8	Yea r 9	Yea r 10	Yea r 11	Yea r 12	Year 13	Year 30
Tipping Fees (Rs in figures)														
Tipping Fees (Rs in words)														

The breakup of Capital Grant quoted above is as under:

Table 2

Sr. No.	Project Item	Capital Grant	
		Amount in Figures	Amount in Words
Total			

We have reviewed all the terms and conditions of the Request for Proposal (RFP) Document and will undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP Document.

..... Name of the Bidder
Signature of the Authorized PersonName
 of the Authorized Person

Note:
 On the Letterhead of the Bidder and to be signed by the bidder or lead member.

In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

In case the bidder has submitted an 'Alternative Plan', then bidder would submit a separate Financial Proposal for 'Alternative Plan' as well.