

2015

Request for proposal for a solid waste management project in the city of []



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Ministry of Urban Development

**REQUEST FOR PROPOSAL
FOR A SOLID WASTE MANAGEMENT
PROJECT IN THE CITY OF [_____]**

Disclaimer: Model RfP – Integrated Municipal Solid Waste Management

This sample RfP Document has been prepared as a part of series of best practice documentation that Ministry of Urban Development intends to develop for supporting various national, state and municipal bodies/ agencies. This sample RfP is based on documents that have been used for transactions in the country, and hence reflects the project structure as been adopted by the agency concerned. This sample is provided only for guidance, and the accuracy, adequacy or completeness of any information contained in this document is not guaranteed and MoUD is not responsible for any errors or omissions, or for the results obtained from the use of such information. While this document has been prepared to provide useful guidance, it should not be considered as a substitute for the due diligence and project development process, expected in respect of a PPP project. Its contents should not be construed to be the opinion of MoUD, who is not liable for any direct, indirect, incidental or consequential damages of any kind whatsoever to the subscribers / users / transmitters / distributors of this document. The document shall not be reproduced in any form, other than those intended by MoUD, without prior written permission from MoUD.

This RfP for undertaking integrated activities of door to door collection, transportation, processing and disposal of municipal solid waste is typically applicable for projects being implemented under a BOT concession framework. The structure assumes that the private developer undertakes the design, engineering, financing, operations and maintenance of the project for a given period. The eligibility, qualification and selection criteria are set according to the project features viz. size, cost and the financing structure.

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DISCLAIMER

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the [Name of ULB] or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by [Name of ULB] to the prospective Bidders or any other person. The purpose of this RFP is to provide Bidders with information that may be useful to them in preparing and submitting their proposal pursuant to the Bidding Documents including this RFP (the "**Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by [Name of ULB] in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for [Name of ULB], its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends 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. [Name of ULB] accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

[Name of ULB], its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way by participating in this Bidding Process.

[Name of ULB] also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

[Name of ULB] may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issuance of this RFP does not imply that [Name of ULB] is bound to select a Bidder or to appoint the Successful Bidder for the Project and [Name of ULB] reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

GLOSSARY

Associate	As defined in Clause 2.1.12
Bid	As defined in the Disclaimer and Clause 2.11.1
Bidder	As defined in Clause 1.4.1
Bidding Company	As defined in Clause 1.4.1
Bidding Documents	As defined in Clause 1.4.3
Bidding Process	As defined in Clause 1.4.1
Bid Security	As defined in Clause 2.1.5
Bid Submission Deadline	As defined in Clause 2.12.1
Concession Agreement	As defined in Clause 1.3.3
Concessionaire	As defined in Clause 1.3.3
Conflict of Interest	As defined in Clause 2.1.11
Consortium	As defined in Clause 1.4.1
Financial Bid	As defined in Clause 2.11.2
Information Memorandum	As defined in Clause 1.2.1
Initial Project Cost	As defined in Clause 1.3.5
INR	Indian Rupees
Lead Member	As defined in Clause 2.2.2
Letter of Award (LoA)	As defined in Clause 3.7.1
Member	As defined in Clause 2.2.1
MSW	As defined in Clause 1.1.1
Net Worth	As defined in Appendix I - Annex III
O&M	Operation and maintenance
OUIDF	As defined in Clause 1.3.5

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Performance Security	As defined in Clause 2.19.4
Project	As defined in Clause 1.3.1
Project Company	As defined in Clause 3.7.3
RFP or Request for Proposals	As defined in the Disclaimer
Successful Bidder	As defined in Clause 3.6
Technical Bid	As defined in Clause 2.11.2
TPD	As defined in Clause 1.2.2
Viability Gap Grant	As defined in Clause 3.5.2

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the Concession Agreement, shall, unless the context otherwise requires, have the meaning ascribed thereto therein.

1. INTRODUCTION

1.1 Background

1.1.1 Ministry of Urban Development is the implementing agency of the Swachh Bharat Mission (SBM) in urban India. SBM emanates from the vision of the Government for ensuring hygiene, waste management, and sanitation across the nation and aims for a Clean India under a collaborative framework of multiple stakeholders. As one of the key mission objectives is to develop modern and scientific municipal solid waste (MSW) practices, MoUD intends to support various states and cities in undertaking such projects through providing financial assistance and capacity building support.

1.1.2 The [Name of ULB] is seeking private sector participation to improve the management of municipal solid waste ("MSW") in the city of through the development of an integrated MSW management system encompassing collection and transportation of MSW and the development, operation and maintenance of a MSW treatment and disposal facility on a public-private partnership basis.

1.2 Context of the Project

1.2.1 (City profile)

1.2.2 Current levels of Municipal Solid Waste in

1.2.3 Current mechanism for Municipal Solid Waste management in

1.2.4 Disposal Sites

1.3 The Project

1.3.1 Scope of the Project

The private developer shall undertake:

- a) To ensure door to door segregated collection of MSW from Waste Generators (all residential, commercial establishments, institutions and other sources located within the service area of ULB and generating MSW as defined in MSW Rules, 2000) in MSW Supply Area;
 - b) To identify, in consultation with the Concessioneing Authority and Other stakeholders, as the case may be, the location of Secondary Collection Points and to provide suitable type and number of containers/bins at such Secondary Collection Points for storage of
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segregated MSW and street sweeping & drain de-silting waste;

- c) Transportation of MSW, horticulture waste, street sweeping and drain de-silting waste from Secondary Collection Points in MSW Supply Area to the Processing Facilities or Engineered Sanitary Landfill Unit ,as required;
- d) Transportation of MSW, horticulture waste, street sweeping and drain de-silting waste from Secondary Collection Points from any other area in ULB to the Processing Facilities, Transfer Stations or Engineered Sanitary Landfill, as required;
- e) To ensure transportation of waste from Transfer Stations to Processing Facilities;
- f) To construct and operate the Processing facility and Sanitary Landfill Unit as per the schedules _____ of the draft Concession Agreement, during the Concession Period;
- g) To develop, construct and operate Transfer Stations at the Sites, notified by it under the provisions of the Concession Agreement, in line with schedules _____ of the draft Concession Agreement;
- h) To transport and dispose-off the inert matter/Residual Inert Matter/processing rejects from Processing Facilities or elsewhere to the Sanitary Landfill Facility.
- i) To close, cover and decommission the existing site once the new site is in operation, and provide post-closure monitoring activities for 15 years following its closure;
- j) To close, cover and decommission the new site and provide post-closure activities for 15 years following its closure;
- k) Assist ULB in public education / awareness related to MSW.
- l) In consultation with ULB, develop and implement a public complaint system operational for at least 8 (eight) hours a day.

To ensure that the Project meets stipulated pollution norms and guidelines and that the MSW is handled and managed in compliance with the MSW (Handling and Management) Rules 2000 or its subsequent amendments and the guidelines of the manual on solid waste management published by CPHEEO, MoUD, and BIS.

(together, the "**Project**").

All these activities shall be done in compliance with the Government of India's Municipal Solid Waste (Management and Handling) Rules of 2000 and in accordance with performance standards and output specifications prescribed in the Concession Agreement.

The Project shall not, however, cover (i) biomedical and industrial waste, (ii) construction and debris waste, and (iii) hazardous waste and

1.3.2 Waste processing technology

Based on waste quantity and characteristics, the Concessionaire is required to propose technology for waste processing along with sanitary landfill for rejects. This technology shall

be used on the new site at

The Concessionaire shall have the right to develop the Project Facilities using such technology that it considers suitable & commercially viable for the purposes of implementing the Project, in accordance with terms of this Agreement and Applicable Law. The Concessionaire shall have the right to modify, adapt, upgrade or change the technology, from time to time, based on actual operations of the plant, and in line with meeting service level and other provisions of the Concession Agreement.

1.3.3 Concession agreement

[Name of ULB] shall enter into a concession agreement (the "**Concession Agreement**") with the Project Company set up by the Successful Bidder in accordance with Clause 3.7.3 (the "**Concessionaire**"). The concession period shall be years from the earlier of the scheduled date and the actual date of completion of the Project facilities at the new site. At the end of this period, the Concessionaire shall transfer the assets to [Name of ULB] free of charge. A draft of the Concession Agreement is set out in Appendix XV.

1.3.4 Sources of revenue

Subject to the provisions of clause 1.3.5, the Project shall be completely financed by the Concessionaire. In consideration the Concessionaire shall have access to the following types of revenue streams:

- (a) Tipping fee payable by [Name of ULB] to the Concessionaire will be pegged at per ton of MSW collected and deposited at the existing site during the interim period, and thereafter at the Project facilities at the new site; the tipping fee will be annually indexed to of annual WPI.
- (b) Revenue from the sale of energy/compost or other by products produced in the processing of MSW;
- (c) Revenue from the sale of recyclables; and
- (d) Fiscal incentives and benefits accruing in respect of or on account of the Project including Certified Emission Reductions (CERs) and Verified Emission Reductions (VERs) under Kyoto Protocol/ Climate Change initiative. The required applications and activities essential will have to be filed/ carried out by the Concessionaire at its own cost and effort. [Name of ULB] shall provide all reasonable assistance to the Concessionaire in registering the Project as a clean development mechanism activity. The Concessionaire shall have an obligation to share [%] of the revenues after adjustment of related expenditure with [WPI]

1.3.5 Financing assumptions

The Concessionaire shall be responsible for financing the Project.

Details Assumption and model for financing will based on project to project basis and needs to be defined accordingly such as viability gap funding, part financing, fully financed, etc. This model RFP is based on viability gap funding model.

The [...State Authority/ Central Government] has selected the Project to be eligible to receive funding from Therefore, the Concessionaire will be entitled to avail, if it chooses to do so, grant funding. The Concessionaire could also avail of concessional loan funding from Key commercial terms of the grant and concessional loan facilities are provided below..

Assumptions Concessional Loan Grant
Facility Amount	25% of the Initial Project Cost*	Bid parameter, capped at 25% of the Initial Project Cost*
Disbursement Schedule	Pro rata with commercial debt (over 2 years)	Upon receipt of the certificate of completion of the project facilities and start of operation at the new site
Rate of Interest	8%	Not applicable
Maturity	15 years from Appointed Date (incl. 24 months of grace period)	Not applicable

* The initial project cost refers to the capital expenditures required to obtain the Completion Certificate (as defined in the Concession Agreement) to achieve the commercial operation date, minus import duties payable by the Concessionaire. The Initial Project Cost shall be submitted by the Concessionaire as part of its Financial Bid, to be certified by the Independent Engineer and commercial lenders, as the case may be, based on which funding from shall be disbursed.

1.4 Brief description of the Bidding Process

1.4.1 [Name of ULB] invites bidders (the "**Bidders**") through an open competitive bidding process (the "**Bidding Process**") to submit a Bid for the Project in accordance with the RFP. A Bidder may either be a Bidding Company or a Consortium. A Bidding Company means a single entity submitting a Bid pursuant to the RFP. Consortium means a consortium of entities with a lead member and members submitting a Bid collectively pursuant to the RFP.

1.4.2 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders of the Project and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or right to amend, alter, change, supplement or clarify the scope of work of the Concessionaire.

1.4.3 The Bidding Documents include this RFP, the draft Concession Agreement, the Information Memorandum and any other document issued by [Name of ULB] in relation to this Project, as may be modified and clarified from time to time by [Name of ULB] The Bidding Process is a single stage process.

1.5 Schedule of Bidding Process

[Name of ULB] shall endeavour to adhere to the following schedule:

Event	Timing
Issuance of the Bidding Documents	
Site Visit and Pre-Bid Conference	
Receipt of requests for clarification	
Bid Submission Deadline	
Project Award	

2. INSTRUCTIONS TO BIDDERS

(A) GENERAL

2.1 General terms of bidding

- 2.1.1** No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be.
- 2.1.2** The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on [Name of ULB] nor confer any right to the Bidders, and [Name of ULB] shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.
- 2.1.3** Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.4** The Bid should be furnished in the formats specified in the RFP and signed by the Bidder's authorized signatory. The Successful Bidder may be subsequently invited for signing the Concession Agreement. The Bidders should note that the formats specified in the RFP have been provided for the convenience of the Bidders and may not exhaustively enumerate or describe various information required to be provided by the Bidders under the Bidding Documents. The Bidders should ensure that all the information required to be provided by them under the Bidding Documents is included in their Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.
- 2.1.5** The Bidder shall submit as part of its Bid a bid security of in accordance with the provisions of this RFP ("**Bid Security**"). The Bidder has the option to provide the Bid Security either as a demand draft or in the form of a bank guarantee, acceptable to [Name of ULB] as per the format at Appendix II.

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- 2.1.6** The Bidder should submit a power of attorney as per the format at Appendix III, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.7** In case the Bidder is a Consortium, the Members thereof should furnish a power of attorney in favour of the Lead Member as per the format at Appendix IV.
- 2.1.8** Any condition or qualification or any other stipulation contained in the Bid which is inconsistent with the terms of the Bidding Documents may render the Bid liable to rejection as a non-responsive Bid.
- 2.1.9** The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials which are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.1.10** The Bidding Documents, including this RFP and all attached or other documents, are and shall remain the property of [Name of ULB] and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance with the Bidding Documents. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- 2.1.11** A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, [Name of ULB] shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to [Name of ULB] under the Bidding Documents or otherwise. Determining the Conflict of Interest shall be the prerogative of [Name of ULB]
- 2.1.12** Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate (or any constituent thereof) is less than 25% of the paid up and subscribed capital of the other Bidder, its Member or Associate (or any constituent thereof); or
 - (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or Associate receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, loan or subordinated debt to any other Bidder, its Member or Associate thereof; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder has a relationship with another Bidder, directly or through common third
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parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

- (f) such Bidder has participated as a consultant to [Name of ULB] in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.12 shall include each Member. For purposes of this RFP, "**Associate**" means, in relation to the Bidder/Member, a person who controls, is controlled by, or is under common control with such Bidder/Member. As used in this definition, the word "**control**" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than% of the voting shares of such person, or the power to appoint majority of the directors on the board of directors of such company or corporation and/or the power to direct the management and policies of such person by operation of law, agreement or otherwise and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law, agreement or otherwise.

2.1.13 This RFP is not transferable and can only be used by the person to whom it has been issued.

2.1.14 Any award of concession pursuant to this RFP shall be subject to the terms of the Bidding Documents.

2.1.15 For a detailed list of documents and information to be provided with each envelop constituting a Bid, please refer to Part (C) below.

2.2 Change in composition of the Consortium

2.2.1 A Consortium shall be composed of a lead member and no more than 3 members (the "**Members**"). Change in the composition of a Consortium will not be permitted by after the Bid Submission Deadline.

2.2.2 The lead member of the Consortium (the "**Lead Member**") shall hold at least% of the subscribed and paid up equity of the Project Company for years after the Commencement Date (referring to the date the conditions precedent set out in the Concession Agreement are satisfied) and at least% for the following years.

2.2.3 The Consortium shall submit a power of attorney and a consortium agreement substantially in the form at Appendix IV and Appendix V respectively along with the Bid on or before the Bid Submission Deadline. The consortium agreement shall, inter alia:

- (a) convey the intent to form a Project Company with shareholding/ownership equity commitments in accordance with this RFP;
- (b) clearly outline the proposed roles and responsibilities of each Member and the Lead Member;
- (c) commit the minimum equity stake to be held by each Member, including the Lead Member, in the Project Company for years after the execution of the Concession Agreement; and
- (d) include a provision stating that all Members of the Consortium shall be jointly and

severally liable for all the obligations of the Concessionaire in relation to the Project.

2.3 Change in ownership

If the Successful Bidder is a Bidding Company, the Bidding Company shall hold at least% of the subscribed and paid up equity of the Project Company for years after the Commencement Date, and at least% for the following years.

2.4 Cost of bidding

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

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project sites and ascertaining for themselves the sites' conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to sites, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. A site visit shall be organized by [Name of ULB] prior to the pre-bid conference for all Bidders. Further details regarding this site visit shall be given by [Name of ULB] to all Bidders in due course.

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

- (a) made a complete and careful examination of the Bidding Documents;
- (b) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of [Name of ULB] relating to any of the matters referred to in Clause 2.5.1 above;
- (c) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, or a ground for termination of the Concession Agreement by the Concessionaire; and
- (e) Acknowledged that it does not have a Conflict of Interest.

2.5.3 [Name of ULB] shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by [Name of ULB]

2.6 Verification and Disqualification

- 2.6.1 [Name of ULB] reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by [Name of ULB] make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by [Name of ULB] shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of [Name of ULB] thereunder.
- 2.6.2 Without prejudice to Clause 2.21.5, [Name of ULB] reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) at any time, a material misrepresentation is made or uncovered; or
 - (b) the Bidder does not provide, within the time specified by [Name of ULB] the supplemental information sought by [Name of ULB] for evaluation of the Bid.
- 2.6.3 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member shall be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Successful Bidder gets disqualified/ rejected, then [Name of ULB] reserves the right to select the Bidder which proposed the second lowest quote for the Viability Gap Grant as Successful Bidder or cancel the Bidding Process.

(B) DOCUMENTS

2.7 Contents of the RFP

- 2.7.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any addendum issued in accordance with Clause 2.9 and any clarifications and interpretations issued in accordance with Clause 2.8.

Invitation for Bids	Appendices
Section 1. Introduction	I. Letter for the Bid
Section 2. Instructions to Bidders	II. Bank Guarantee for Bid Security
Section 3. Evaluation of Bids	III. Power of Attorney for signing of Bid
Section 4. Fraud & Corrupt Practices	IV. Power of Attorney for Lead Member of Consortium
Section 5. Pre Bid Conference	V. Consortium Agreement
Section 6. Miscellaneous	VI. Anti Collusion Certificate
	VII. Format for the Technical Bid
	VIII. Format for the Financial Bid
	IX. Format for Clarifications/ Amendments in the Bidding Documents
	X. Key Terms of Concessional Finance
	XI. Key Terms of Grant
	XII. Draft Concession Agreement

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the Bidding Documents may notify [Name of ULB] using the format attached at Appendix IX by e-mail only at the following e-mail address:

.....

2.8.2 Any queries must be received by [Name of ULB] on or before the date mentioned in Clause 1.5.

2.8.3 [Name of ULB] shall endeavour to respond to the questions raised or clarifications sought by the Bidders within days of receipt of such questions or clarifications. The responses will be sent by e-mail. will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

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

2.9 Amendment of RFP

2.9.1 At any time prior to the Bid Submission Deadline, [Name of ULB] may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum to the RFP.

2.9.2 Any addendum issued hereunder will be in writing and shall be sent to all the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, [Name of ULB] may, at its sole discretion, extend the Bid Submission Deadline.

(C) PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall in its Bid provide all the information sought under the Bidding Documents. [Name of ULB] will evaluate only those Bids that are received in the required formats and complete in all respects.

2.10.2 The Bidder shall prepare 1 original set of its Bid clearly marked "ORIGINAL". In addition, the Bidder shall submit 2 copies of its Bid clearly marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

2.10.3 The Bid shall be typed and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person signing the Bid. The Bid shall contain page numbers.

2.11 Sealing and Marking of Bids

2.11.1 The "Bid" shall be comprised of 3 envelopes:

Envelope 1: Qualification

Envelope 2: Technical Bid

Envelope 3: Financial Bid

Each of these 3 envelopes shall be marked as follows:

**"BID FOR THE SOLID WASTE MANAGEMENT PROJECT
IN THE CITY OF**

ENVELOPE [● : ●]"

and shall clearly indicate the number of the envelope and the name and address of the Bidder. Each envelope shall be individually sealed.

2.11.2 The documents to be submitted in each envelope shall include:

Envelope 1: Qualification (This envelope should clearly be marked as "Envelope 1: Qualification")

- (a) A fee of for the purchase of the Bidding Documents in the form of a demand draft in favor of “.....” payable at par at
- (b) Bid in the prescribed format (Appendix I and Appendix VII) along with Annexes and supporting documents;
- (c) Bid Security either as a demand draft in favour of “.....” payable at par at or in the form of a Bank Guarantee in the format at Appendix II;
- (d) Power of attorney for signing of Bid in the format at Appendix III;
- (e) If applicable, the power of attorney for Lead Member of Consortium in the format at Appendix IV;
- (f) If applicable, a consortium agreement between the Members of the Consortium in the format at Appendix V;
- (g) Anti-collusion certificate in the format at Appendix VI;
- (h) Certified true copy of the incorporation certificate of the Bidding Company. In the case of a Consortium, a certified true copy of the incorporation certificate of each of the Members of the Consortium;
- (i) Declaration of undertaking in the format at Appendix X; and
- (j) Supporting documents to demonstrate that the Bidder fulfils the qualification

requirements set out in Clauses 3.3.2 and 3.3.3.

Envelope 2: Technical Bid (This envelope should clearly be marked as "Envelope 2: Technical Bid")

- (a) Copy of the draft Concession Agreement initialled on each page by the Bidder's authorized signatory; and
- (b) All the elements described in Appendix VII.

Envelope 3: Financial Bid (This envelope should clearly be marked as "Envelope 3: Financial Bid")

The Financial Bid shall be submitted in the format specified at Appendix VIII.

- 2.11.3** Each of the envelopes specified in Clauses 2.11.1 and 2.11.2 shall be placed in an outer envelope, which shall be sealed. This envelope shall be marked as follows:

**"BID FOR THE SOLID WASTE MANAGEMENT PROJECT
IN THE CITY OF"**

and shall clearly indicate the name and address of the Bidder.

- 2.11.4** The Bids shall be addressed to:

KIND ATTENTION OF:

ADDRESS:

- 2.11.5** If the envelopes are not sealed and marked as instructed above, [Name of ULB] assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

- 2.11.6** Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Bid Submission Deadline

- 2.12.1** Bids should be submitted on or before 3pm (the "**Bid Submission Deadline**") at the address provided in Clause 2.11.4.

- 2.12.2** [Name of ULB] may, at its sole discretion, extend the Bid Submission Deadline by issuing an addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

Bids received by [Name of ULB] after the specified time on the Bid Submission Deadline shall not be eligible for consideration and shall be summarily rejected.

2.14 Modifications/Substitution/Withdrawal of Bids

- 2.14.1** The Bidder may modify, substitute or withdraw its Bid after submission, provided that the written notice of the modification, substitution or withdrawal is received by [Name of ULB] prior to the Bid Submission Deadline. No Bid shall be modified, substituted or withdrawn by

the Bidder on or after the Bid Submission Deadline.

- 2.14.2** The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.10, with the envelopes being additionally marked:

"MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

- 2.14.3** Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Submission Deadline, unless the same has been expressly sought by [Name of ULB] shall be disregarded.

2.15 Rejection of Bids

Notwithstanding anything contained in this RFP, [Name of ULB] reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that [Name of ULB] rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16 Validity of Bids

The Bids shall be valid for a period of not less than days from the Bid Submission Deadline. The validity of Bids may be extended by mutual consent of the respective Bidders and [Name of ULB]

2.17 Confidentiality

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

2.18 Correspondence with the Bidder

Save and except as provided in this RFP, [Name of ULB] shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

(D) BID SECURITY

2.19 Bid Security

- 2.19.1** The Bidder shall furnish as part of its Bid a Bid Security. The Bid Security may be in the form of (a) an irrevocable, unconditional and first demand bank guarantee issued by a nationalized bank in India in favour of in the format at Appendix II, or (b) a demand draft issued by an Indian bank, drawn in favour of and payable at The Bid Security shall have a validity period of not less than days from the Bid Submission Deadline.

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- 2.19.2** Any Bid not accompanied by a Bid Security shall be summarily rejected by [Name of ULB] as nonresponsive.
- 2.19.3** The Bid Security of unsuccessful Bidders will be returned by [Name of ULB] without any interest, as promptly as possible after execution of the Concession Agreement with the Concessionaire or when the Bidding Process is cancelled by [Name of ULB] Where the Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidders.
- 2.19.4** The Successful Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing a performance security of an amount of (the "**Performance Security**") in the form attached to the draft Concession Agreement.
- 2.19.5** [Name of ULB] shall be entitled to forfeit and appropriate the Bid Security, without prejudice to any other right or remedy that may be available to [Name of ULB] under the RFP, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - (b) If a Bidder modifies or substitutes (without the prior written approval of [Name of ULB]) or withdraws its Bid during the period of Bid validity as specified in this RFP;
 - (c) In the case of a Successful Bidder, if within the specified time limit:
 - (i) it fails to incorporate a Project Company or such Project Company fails or refuses to sign the Concession Agreement; or
 - (ii) the Project Company fails to provide the Performance Security in accordance with the Bidding Documents.

3. EVALUATION OF BIDS

3.1 Opening of the Bids

- 3.1.1** An Evaluation Committee, to be constituted by [Name of ULB] shall open Envelope 1 of the Bids at 4pm IST on the Bid Submission Deadline in the presence of the Bidders who choose to attend.
- 3.1.2** The Evaluation Committee will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3** To facilitate evaluation of Bids, [Name of ULB] may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid and such Bidder shall provide its response in writing within the time period specified by [Name of ULB] in this regard.
- 3.1.4** In the event [Name of ULB] receives only one Bid, it may at its sole discretion open and evaluate such Bid, reject it, cancel the Bidding Process or launch a new bidding process.
-

3.2 Test of responsiveness

3.2.1 Prior to evaluating the Bids, [Name of ULB] shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

- (a) it contains a fee of for the purchase of the Bidding Documents;
- (b) it is received as per the format at Appendix I and Appendix VII;
- (c) it is received by the Bid Submission Deadline including any extension thereof pursuant to Clause 2.12.2;
- (d) it is signed, sealed and marked as stipulated in Clauses 2.10 and 2.11;
- (e) it is accompanied by the Bid Security as specified in Clause 2.19;
- (f) it is accompanied by the power(s) of attorney as specified in Clauses 2.1.6 and 2.1.7, as the case may be;
- (g) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (and if formats have been specified, then in those formats);
- (h) it contains the declaration of undertaking as per the format at Appendix X;
- (i) it does not contain any condition or qualification; and
- (j) it is not non-responsive or inconsistent in terms of the Bidding Documents.

3.2.2 [Name of ULB] reserves the right to reject any Bid which is non-responsive. If necessary, [Name of ULB] may ask the Bidders for clarifications. In this case, [Name of ULB] will make a request for supplementary information or documentation from the Bidder, provided that this request may only be made to clarify information already provided by a Bidder or to request a document that should have been included. Whenever a supplementary request is made, the Bidder must respond to [Name of ULB] within the time period set by [Name of ULB] in its request. If the Bidder does not respond to a supplementary request within such time period or does not provide the information or documentation requested, [Name of ULB] may consider the Bid non-responsive and reject it. Requests for clarifications shall be made by email. Responses to requests shall be made by email, except where [Name of ULB] expressly requests otherwise in the request for clarification.

3.3 Evaluation of Envelope 1: Qualification

3.3.1 For the purpose of qualifying under envelope 1, the Bidder shall have to demonstrate that it fulfills the technical qualification requirement stipulated under Clause 3.3.2 and the financial qualification requirement stipulated under Clause 3.3.3.

3.3.2 Technical Qualification Requirement

3.3.2.1 The Bidder must demonstrate that it has over the last 5 years (i) developed and operated at least MSW project in India with a capacity of MSW of encompassing waste collection and transportation; (ii) constructed and operated at least processing plant

and engineered a landfill with a capacity of MSW of; and (iii) decommissioned and monitored at least MSW disposal site in India. For the purpose of these criteria, the projects that qualify should have been in operation by the Bidder for a period of at least year;

OR

The Bidder must demonstrate that it has over the last years (i) constructed and operated one integrated MSW project in India with a capacity of MSW of encompassing waste collection and transportation and treatment and disposal of waste; (ii) decommissioned and monitored at least MSW disposal site in India; and (iii) operated at least all the components of these projects for year.

- 3.3.2.2** The entities that are evaluated for this requirement may be either the Bidding Company or any of the Members of the Consortium. Each single criteria described in Clause 3.3.2.1 above must be complied by at least one Member of the Consortium (on its own; experiences of each Member of the Consortium may not be aggregated with that of other Members for the purposes of complying with each such criteria).

3.3.3 Financial Qualification Requirement

- 3.3.3.1** The Bidder must demonstrate that it has a Net Worth of at least at the close of the immediately preceding financial year.

- 3.3.3.2** The entities that are evaluated for this requirement may be either the Bidding Company or the Lead Member of the Consortium.

- 3.3.4** If the Bidder does not meet either or both of the technical and financial qualification requirements described in Clauses 3.3.2 and 3.3.3, then the Bidder shall be disqualified from the Bidding Process, its Bid Security shall be returned as per Clause 2.19.3, and its Technical and Financial Bids shall be returned to the Bidder unopened.

- 3.3.5** Only those Bidders whose Bids were declared responsive as per Clause 3.2, and who meet both the technical and financial qualification requirements as per Clauses 3.3.2 and 3.3.3 shall have their Technical Bids opened and evaluated as per Clause 3.4.

3.4 Evaluation of Envelope 2: Technical Bid

- 3.4.1** The Evaluation Committee shall open the Technical Bids contained in Envelope 2 of those Bidders whose Bids were declared responsive in accordance with Clause 3.2 and who meet both the technical and financial qualification requirements set out in Clause 3.3. Bids that have been declared non-responsive or non-compliant with Clause 3.3 shall be rejected by [Name of ULB]

- 3.4.2** The Technical Bids shall contain all the elements described in Appendix VII. If a Bidder does not provide all the elements requested under Appendix VII in its Technical Bid, then its Technical Bid shall be declared non-compliant by [Name of ULB] and shall be rejected. A Bidder whose Technical Bid has been declared non-compliant by [Name of ULB] shall be disqualified from the Bidding Process and its Bid Security shall be returned as per Clause 2.19.3.

- 3.4.3** The Evaluation Committee shall review compliant Technical Bids and apply the evaluation criteria set out in Appendix VII to determine whether the Technical Bids pass or fail the conditions of such Appendix VII.

3.5 Evaluation of Envelope 3: Financial Bid.

- 3.5.1** [Name of ULB] shall open the Financial Bids contained in Envelope 3 of those Bidders whose Bids were declared responsive in accordance with Clause 3.2, who meet both the technical and financial qualification requirements set out in Clause 3.3, and whose Technical Bids were declared compliant as per Clause 3.4.2 and passed the evaluation criteria as per Clause 3.4.3. The Financial Bids of those Bidders whose Technical Bids were declared non-compliant as per Clause 3.4.2 or which failed the evaluation criteria as per Clause 3.4.2 shall be returned to the Bidders unopened.
- 3.5.2** The Financial Bid evaluation seeks to select the Bidder offering the best commercial terms. The evaluation criterion will be the percentage of viability gap grant required by the Bidder and which will be provided by the [Name of ULB] (the "**Viability Gap Grant**").
- 3.5.3** The Financial Bid must be submitted in the format provided in Appendix VIII. For clarity, the Financial Bid must include the following:

	Bid	Definition
Initial Project Costs	[amount in Rupees at prices]	Total capital expenditures required to be incurred by the Bidder to receive the Completion Certificate (required to achieve Commercial Operation Date) as defined in the Concession Agreement. The Initial Project Costs must be expressed at prices, and include a contingency for inflation.
Import Duties	[amount, if any, in Rupees at prices]	
Viability Gap Grant required from (expressed as a percentage of Initial Project Cost proposed by the Bidder)	[amount in percentage of Initial Project Costs]	This reflects the percentage of the Initial Project Cost which the Bidder requires to be financed from, which may not represent more than% of the Initial Project Cost

3.6 Selection of the Successful Bidder

The Bidder whose Bid is declared responsive and compliant as per Clauses 3.2, 3.3 and 3.4 and who:

- (i) has in its Financial Bid offered the lowest Viability Gap Grant, or
- (ii) if two or more Bidders have offered the same Viability Gap Grant (and such Viability Gap Grant is the lowest of all Bids), the Bidder among such Bidders which has committed to the lowest Initial Project Cost, or

- (iii) in case two or more Bidders in the circumstances described in paragraph (ii) above have committed to an equal amount of Initial Project Cost, the Bidder among such Bidders with the highest Net Worth,

shall be declared as the successful Bidder (the "**Successful Bidder**").

3.7 Issue of the Letter of Award and execution of the Concession Agreement

3.7.1 Subsequent to the selection of a Successful Bidder, a letter of award ("**LoA**" or "**Letter of Award**") shall be issued to the Successful Bidder by [Name of ULB] Withindays from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein and to execute the Concession Agreement. [Name of ULB] will promptly notify other Bidders that they have been unsuccessful and their Bid Security shall be returned within days, without interest, of the signing of the Concession Agreement with the Concessionaire.

3.7.2 Failure by the Successful Bidder to comply with the requirements mentioned in Clauses 3.7.1, 3.7.3, 3.7.4, 3.7.5 and 3.8 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, [Name of ULB] reserves the right to:

- (a) either invite the Bidder with the second lowest quote for the Viability Gap Grant to match the Bid submitted by the Successful Bidder; or
- (b) call for fresh Bids from the remaining Bidders; or
- (c) take any such measure as may be deemed fit in the sole discretion of [Name of ULB] including annulment of the Bidding Process.

3.7.3 After the issue of the LoA, the Successful Bidder shall incorporate a special purpose company specifically formed and incorporated in India only for the purpose of undertaking the Project pursuant to the Concession Agreement ("**Project Company**"). The Successful Bidder shall ensure that the Project Company is incorporated and capitalised within days from the date of issue of the LoA and promptly upon such incorporation and capitalisation provide evidence thereof to [Name of ULB]

3.7.4 Subject to the terms of the Concession Agreement, in the event that the Successful Bidder is a Bidding Company, the shareholding of the Project Company shall be owned directly by such Bidding Company. In the event that the Successful Bidder is a Consortium, the shareholding of the Project Company shall be owned directly by the Members in accordance with the terms of the Bidding Documents and the consortium agreement.

3.7.5 The Project Company shall execute the Concession Agreement within days from the date of issue of the LoA. On the date of signing of the Concession Agreement, the Concessionaire shall provide [Name of ULB] with a Performance Security as defined in the Concession Agreement.

3.8 Contacts during Bid evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time [Name of ULB] makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from

contacting by any means, [Name of ULB] and/or their employees/representatives/advisers on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, in the LoA or the Concession Agreement, [Name of ULB] may reject a Bid, withdraw the LoA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, [Name of ULB] shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to [Name of ULB] under the Bidding Documents and/or the Concession Agreement or otherwise.
- 4.1.2** Without prejudice to the rights of [Name of ULB] under Clause 4.1.1 hereinabove and the rights and remedies which [Name of ULB] may have under the LoA or the Concession Agreement, or otherwise, if a Bidder or Concessionaire, as the case may be, is found by [Name of ULB] to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by [Name of ULB] during a period of years from the date such Bidder or Concessionaire, as the case may be, is found by [Name of ULB] to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.1.3** For the purposes of this Clause 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 directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of [Name of ULB] 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 year from the date such official resigns or retires from or otherwise ceases to be in the service of [Name of ULB] shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;
 - (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 with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 A pre-bid conference of the Bidders shall be convened at the designated date, time and place. Only duly authorized representatives of the Bidders shall be allowed to participate in the pre-bid conference. A maximum of representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of the pre-bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of [Name of ULB] [Name of ULB] shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the High Courts of shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Documents and/or the Bidding Process.
- 6.2 [Name of ULB] in its sole discretion and without incurring any obligation or liability or assigning any reason, reserves the right, at any time, to:
 - (a) suspend, withdraw and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to by, on behalf of, and/or in relation to any Bidder;
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder;
 - (e) amend, modify or reissue the Bidding Documents or any part thereof; and/or
 - (f) accept or reject any or all of the Bids.

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- 6.3** It shall be deemed that by submitting the Bid, the Bidder agrees and releases [Name of ULB] its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4** Any environmental and social impact assessment to be performed by the Bidders shall be done in accordance with both:
- (a) applicable social and environmental laws (meaning all applicable statutes, laws, ordinances, rules and regulations of India, including without limitation, all authorization setting standards concerning environmental, social, labor, health and safety or security risks);
- 6.5** The design of mitigation measures following the environmental and social impact assessment shall be carried out in compliance with applicable social and environment laws.
- 6.6** The Successful Bidder shall agree to operate the Project with a documented environmental, health and safety, and social management system.
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**APPENDIX I
LETTER FOR THE BID**

[On the letter head of the Bidder/Lead Member]

Original or copy No:

Dated:

To: [●]

Sub: Bid for a solid waste management project in the city of

Dear Sir,

With reference to your RFP dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/We acknowledge that will be relying on the information provided in the Bid and the documents accompanying such Bid to select a Bidder for the aforesaid Project and I/we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. The Bid is being submitted for the express purpose of qualifying as a Successful Bidder for the aforesaid Project.
3. I/We shall make available to any additional information it may find necessary or require to supplement or authenticate the submissions.
4. I/We acknowledge the right of to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. I/We certify that in the last years, I/we/any of the Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach by [us/any of the Members].
6. I/ We certify that we are not barred by the Government of, any other State Government in India or the Government of India, or any public agencies from participating in similar projects as on [●] (Bid Submission Deadline).
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the Project Documents, including any addendum issued by

- (b) I/We do not have any Conflict of Interest;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with or any other public sector enterprise or any government, Central or State;
- (d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders.
9. I/We believe that I/we/our Consortium satisfy(s) and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.
10. I/We declare that I/we/any Member, am/are not a member of a/any other Consortium applying for the Project.
11. I/We certify that I/we or any Member have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charged by any government agency or convicted by a court of law.
13. I/We further certify that no investigation by a regulatory authority is pending either against me/us/any Member or against our chief executive officer or any of my/our directors/managers/employees.
14. The Statement of Legal Capacity as per format provided at Annex IV in Appendix I of the RFP, duly signed, is enclosed. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.
15. I/We understand that the Successful Bidder shall be required to incorporate and capitalize a Project Company in accordance with the Bidding Documents prior to execution of the Concession Agreement.
16. I/We hereby irrevocably waive any right, which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by in connection with the selection of Bidders or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. I/We agree and undertake to abide by all the terms and conditions of the RFP.
18. I/We agree and undertake to be jointly and severally liable for all our obligations under the Concession Agreement as per the provisions set out therein.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP.

-

Yours faithfully,

Date: (Signature of the authorized signatory)

Place: (Name and designation of the authorized signatory)

(Name and seal of the Bidder/Lead Member of the Consortium)

**APPENDIX I – ANNEX I
DETAILS OF BIDDER**

[On the letter head of the Bidding Company/Members of Consortium]

Original or copy No:

Dated:

1.
 - (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 (Please provide a true copy of the incorporation certificate):
 2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in the Project:
 3. Details of individual(s) who will serve as the point of contact/communication for:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone:
 - (f) E-mail:
 - (g) Fax:
 4. Particulars of the authorized signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone:
 - (e) Fax:
 5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members.
-

- (b) A copy of the consortium agreement should be attached to the Bid.
- (c) Information regarding the role of each Member should be provided as per the table below:

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

- (d) The following information shall also be provided by the Bidder/for each Member:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/Member of the Consortium been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project (BOT or otherwise) ?		
2.	If the answer to 1 is yes, does the bar still subsist ?		
3.	Has the Bidder/Member of the Consortium paid liquidated damages of more than% 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 years ?		

6. A statement by the Bidder and each of its Members (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past.

APPENDIX I – ANNEX II
TECHNICAL CAPACITY OF THE BIDDER

1) List of eligible projects

Project Category	Project Details
<p>A. O&M: Waste Collection & Transportation</p> <p>Managing door-to-door-collection & secondary collection & transportation of municipal solid waste of minimum TPD capacity</p>	<ul style="list-style-type: none"> • Title: • Location: • Waste quantity handled & transported: • Total service area covered: • Population for primary collection served: • Manpower managed for provision of service • Year of award: • Project description: • Contract duration: • Commercial operations date:
<p>B. Construction and O&M: Facility</p> <p>Construction and O&M of MSW processing facility of minimum TPD capacity</p>	<ul style="list-style-type: none"> • Title: • Location: • Waste quantity handled: • Capacity of plant and compost produce per day: • Year of award: • Commercial operations date: • Project description: • Contract duration: • Other information:
<p>C. Construction and O&M: Sanitary Landfill</p> <p>Construction and O&M of MSW sanitary landfill facility of minimumTPD capacity</p>	<ul style="list-style-type: none"> • Title: • Location: • Waste quantity handled: • Year of award: • Commercial operations date: • Project description: • Contract duration: • Other information:
<p>D. Decommissioning of MSW disposal site</p> <p>Decommissioning/closure and monitoring of at least one existing MSW disposal site in India</p>	<ul style="list-style-type: none"> • Title: • Location: • Waste quantity handled & area of site: • Year of award: • Date of completion of decommissioning/closure: • Project description: • Contract duration: • Other information:

- (a) The above table should contain the summary details that need to be provided for the projects that the Bidder wishes to showcase as relevant experience over the last years.
- (b) If the Bidder is a Consortium, such details should be provided separately for each Member of the Consortium.
- (c) Bidders may choose to showcase more than one project for each category, but maximum number of projects shown in one category should be limited to 3 projects considered most relevant by the Bidder.
- (d) For each project showcased in relation to Clause 3.3.2, the following details and supporting documentation should be enclosed:
- a detailed project information sheet (as per the format below); and
 - a certificate from the client for each of the projects showcased. The certificate should at least state the following:
 - scope of work and contract type;
 - capacity in terms of TPD;
 - date of award and commercial operations date;
 - contract duration; and
 - current status of the project.

2) *Format for the project information sheet*

Item	Particulars of the Project
Name of the Bidder <i>[If the Bidder is a Consortium, name of all the Members of the Consortium]</i>	
<i>[If the Bidder is a Consortium only]</i> Type of Member (i.e. Lead Member or other)	
Category	<ul style="list-style-type: none"> • PPP experience in MSW sector • O&M: waste collection and transportation • Construction and O&M: municipal solid waste processing facility • Construction and O&M: sanitary landfill • Decommissioning of MSW disposal site
Project title	
Project location	
Name, address and reference contact (name, designation and contact details) of the client for whom the project was developed	

-

Date of commencement of the project	
Date of completion/ commissioning	
Role of the Bidder/ Member in the project	
Short description of the project	
Nature of the services provided	

**APPENDIX I – ANNEX III
FINANCIAL CAPACITY OF THE BIDDER**

[On the letter head of the Bidding Company/Members of Consortium]

(In INR)

Bidder type	Member Code	Net Worth
		Year 1
Single entity Bidder		
Consortium		

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder/Members of the Consortium will attach copies of the balance sheets, financial statements and audited annual reports for 5 years preceding the Bid Due Date. The financial statements will:
 - a. reflect the financial situation of the Bidder or Members of the Consortium;
 - 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 will be requested or accepted, if no audited results are available for such partial periods).
2. "**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).
3. Year 1 will be the latest completed financial year, preceding the bidding.
4. The Bidder will provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth.
5. If the annual accounts for the latest financial year are not audited, the Bidder will provide the provisional annual accounts for the latest financial year. The provisional annual accounts will be accompanied by an undertaking by the Bidder to the effect that:

-
-
- a. if it is chosen as the Selected Bidder, the Bidder will submit the audited annual accounts for the latest financial year within 2 months of the signing of the Concession Agreement; and
 - b. such audited annual accounts shall not vary by more than 5% from the provisional accounts submitted by it with its Bid.
6. Member Code will indicate NA for Not Applicable in case of a single entity Bidder. For other members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
-

**APPENDIX I – ANNEX IV
STATEMENT OF LEGAL CAPACITY**

(On the letterhead of the Bidder/Lead Member)

To:

Date:

Dear Sir,

We hereby confirm that we/our Members in the Consortium (constitution of which is described in the Bid) satisfy the terms and conditions laid out in the RFP.

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 authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

**Please strike out whichever is not applicable.*

**APPENDIX II
BANK GUARANTEE FOR BID SECURITY**

Address of the guarantor bank: [●]

Address of the beneficiary: [●]

We, the undersigned [●] (the "**Guarantor**"), in order to enable [●] to bid for the implementation of a municipal solid waste management project in the city of, State ofa, hereby irrevocably and independently guarantee to pay to you an amount up to a total of [●] waiving all objections and defences.

We shall effect payments under this guarantee on your first written demand, which must be accompanied by your confirmation that you have accepted the above-mentioned bid and that the firm [●] is no longer prepared to abide by this bid.

This guarantee shall remain in full force for a period of 180 days from the Bid Submission Deadline (as defined in the RFP).

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of India and shall be subject to the exclusive jurisdiction of the High Court of

Date

Guarantor

**APPENDIX III
POWER OF ATTORNEY FOR SIGNING OF BID**

[I [●] (name of the company) incorporated under the laws of India and having its registered office at [] “**Company**”] do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms (name), [●] son/daughter/wife of [●] and presently residing at [●], who is presently employed with us and holding the position of [●], as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for the Project pursuant to the RFP dated [] (“**RFP**”) issued by the (“.....”) and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to, representing us in all matters before, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with 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

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

Capitalised terms not defined herein shall have the meaning assigned to them under the RFP.

IN WITNESS WHEREOF,, THE ABOVE NAMED PRINCIPAL

HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

....., 2.....

For

(Signature)

(Name, Title and Address)

Witnesses:

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

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 Bidders from countries that have signed the Hague Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**APPENDIX IV
POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bidding Documents and other connected documents in respect of the Project.

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____ (Lead Member) and M/s _____ (*the respective names and addresses of the registered office*¹) do hereby designate M/s. _____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of application/proposal, participating in conferences, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with or any person in connection with the Project until the Concession Agreement is entered into between the Concessionaire and

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

Dated this the ____ day of _____, 201..

(Executants)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

¹ In case of partnership firm : name and address of principal office of the partnership firm to be provided

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APPENDIX V
CONSORTIUM AGREEMENT

(To be executed on stamp paper of appropriate value)

THIS CONSORTIUM AGREEMENT is entered into on this [●] day of [●] 20[●] (the “**Agreement**”)

AMONGST

1. { [●] Limited, a company incorporated under the (Indian) Companies Act, 1956 } and having its registered office at [●] (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. [●] Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956 } and having its registered office at [●] (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

3. [●] Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956 and having its registered office at [●] (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);}*

The above mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS,

1. The, hereinafter referred to as (“.....”) has invited Bids by its Request for Proposal No. [●] dated [●] (the “**RFP**”) for qualifying and selecting bidders for developing a municipal solid waste management project in the city of (the “**Project**”) through a public private partnership;
2. The Parties are interested in jointly bidding for the Project as members of a Consortium (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and
3. It is a necessary condition under the RFP that the members of the Consortium shall enter into a concession agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

* The number of Parties will be shown here, as applicable.

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate the Project Company under the Indian Companies Act 1956 as required by and in accordance with the Bidding Documents for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process;
- (b) {Party of the Second Part shall be [●]; and}
- (c) {Party of the Third Part shall be [●]}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the Concession Agreement and for the performance of the Concessionaire’s obligations under the Concession Agreement.

6. Shareholding in the Project Company

- (a) The Parties agree that the proportion of shareholding among the Parties in the Project Company shall be as follows:
First Party:
Second Party:
Third Party:
- (b) Subject to the terms of the Concession Agreement, the Lead Member shall for [●] years hold equity share capital not less than% (fifty one percent) of the subscribed, paid

up and voting equity share capital of the Project Company; and

(c) [●]

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

7. Representation of the Parties

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

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

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Concession Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Successful Bidder, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

9. Miscellaneous

This Concession Agreement shall be governed by laws of India.

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

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

SIGNED, SEALED AND DELIVERED
For and on behalf of

LEAD MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

SECOND PART

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

SIGNED, SEALED AND DELIVERED For and on behalf of

THIRD PART

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

APPENDIX VI
ANTI-COLLUSION CERTIFICATE

(To be executed on stamp paper of appropriate value)

We undertake that, in competing for (and, if the award is made to us, in executing) the Project, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and its subsequent amendments thereof.

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

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

Dated thisday of, 201...

.....
(Name of the Bidder)

.....
(Signature of the Bidder / Authorised Person)

.....
(Name of the Authorised Person)

APPENDIX VII FORMAT OF TECHNICAL BID

The Bidders shall provide a Technical Proposal based on the requirements given in the RFP, setting out the proposed plan for implementation of the Project. The Technical Proposal shall comprise the technical approach and methodology for collection and transportation, processing and disposal of MSW and decommissioning of existing site, implementation schedule and timelines, manpower deployment, etc. The Technical Proposal shall be in adherence to the MSW Rules and the requirements set out in the draft Concession Agreement.

The Bidders shall submit their Technical Proposal in line with the contents provided in the table below. The Technical Proposals shall be evaluated against the criteria outlined for each of the parameters in the table below, with Bidder getting either a “pass” or a “fail” for each of the parameter. A Bidder shall have to “pass” against each and every parameter in order to qualify for the opening of the Financial Proposal.

S. No.	Parameter	Criteria for Evaluation
1.	<p>Technical Plan for Construction/Rehabilitation of all parts of the value-chain including de-commissioning and post-closure monitoring of Sites:</p> <ul style="list-style-type: none"> • Methodology statement outlining appreciation of the project • Design standards and basis of calculation of capital and operating costs. The estimated project costs for the entire project life-cycle should be provided, including clearly the capital cost to be incurred to achieve the COD • Present the type, quantity and periodicity of replacement of infrastructure (bins, push-carts, tools) and vehicles to be provided for execution of the project • Area allocation statement – set out the area utilization plan for the New Site and Project Facilities including the secondary waste collection bins, processing facility, any other facilities and common areas etc. • Implementation Plan – present a detailed activity schedule along with milestones in line with the requirements set out in the Concession Agreement. This should include a schedule for procuring, installing, deploying equipment (including bins, pushcarts, ancillary equipment as applicable) for collection, transportation and disposal of MSW in the Site. This should also outline the timeline envisaged for obtaining various Government approvals 	<ul style="list-style-type: none"> • Compliance with requirements set out in the Concession Agreement • Applicability to the local context • Realistic nature of plan and time-lines proposed • Consistency of assumptions with the proposed Plan and costing

<p>2. Operation & Maintenance Plan</p> <ul style="list-style-type: none"> • Process Flow Chart and Material Balance Statement setting out the activities and the outputs at each stage • Calculations and methodology for operations with respect to collection, transportation, processing & disposal of MSW in the Site. • Timelines and frequency for carrying out and completion of various activities – this should include a) collection of MSW from various waste generators in the Project area; b) bin cleaning including transportation from the bins to the processing facility and disposal of MSW • Resource Utilization Statement indicating the proposed organizational structure, employee deployment, equipment procurement and utilization, contracting activities, utilization of office and other facilities. • The maintenance (regular & emergency) schedules should also be indicated over the Concession Period 	<ul style="list-style-type: none"> • Plan should be in line with the costing presented • Applicability of the plan to local context • Compliance with requirements set out in the Concession Agreement
<p>3. Organization & Staffing</p> <p>Bidders should present the calculations for manpower requirement for different parts of the SWM value-chain. Proposed organization structure and composition of the project and operational team to be presented, including staff deployment plan, number of shifts per day of operations and roles and responsibilities Bidders should indicate the number of staff to be sourced locally.</p>	<ul style="list-style-type: none"> • Adequacy of proposed organization • Well defined roles & responsibility that enable the proposed Technical and O&M Plans • Local staffing in line with Government expectations (as set out in the Information Memorandum)
<p>4. Change Management Plan</p> <p>Bidders should propose the strategies and technology framework to support project implementation and transition to the new system;</p> <ol style="list-style-type: none"> a) Plan during transition from run system to private run system b) Information, Education and Communication awareness campaigns and related initiatives to be launched 	<ul style="list-style-type: none"> • Prudence of the proposed plan in line with local context

<p>c) Mechanism for grievance redressal and/or customer service</p>	<p>5. Project Sustainability Plan</p> <p>Bidders should provide a plan for sustainability of project covering marketing aspects and sale of end products from MSW processing primarily compost and recyclables.</p> <ul style="list-style-type: none"> a) Appropriateness and relevance of the waste treatment technology b) Potential revenue sources including proposed tie-ups for sale of compost c) Marketing plan for end products 	<ul style="list-style-type: none"> • Realism of the proposed Plan
<p>6. Environment, Health & Safety Policy and Practice</p> <p>The Bidders shall indicate the environment, health and safety policies and practices, which are proposed to be adopted during the Concession Period. The aspects relating to employee and worker safety, control mechanisms of litter, pest, odor, fire, surface runoffs etc. needs to be elaborated.</p>	<ul style="list-style-type: none"> • Compliance with the requirements set out in the Concession Agreement 	

**APPENDIX VIII
FORMAT OF FINANCIAL BID**

(This cover letter is to be submitted by the Bidding Company/Lead Member on the company's letterhead.)

To the attention of the Commissioner

[Place + Date]

From: *[Name and address of the Bidding Company/Lead Member]*

Tel:

Fax:

Email:

Re: Solid Waste Management Project in the City of

Dear Sir,

Please find below our Financial Bid for the Solid Waste Management Project in the city of (the "**Project**") in response to the Request for Proposal ("**RFP**") issued by the ("**.....**") on

We hereby confirm the following:

- (a) This Financial Bid is being submitted by *[name of Bidder]* in accordance with the conditions stipulated in the RFP.
- (b) We have examined in detail and understand and agree to abide by all terms and conditions stipulated in the Bidding Documents issued by, as amended, and in any subsequent communication sent by Our Financial Bid is consistent with all requirements of submission stated in the RFP and in any subsequent communication sent by Our Financial Bid is as follows:

Initial Project Cost	<i>[amount in Rupees]</i>
Import Duties	<i>[amount in Rupees]</i>
Vability Gap Grant required from (expressed as percentage of the Initial Project Cost)	<i>[amount in percentage]</i>

- (c) We are solely responsible for any errors or omissions in our Financial Bid.

Duly authorized to sign the bid for and on behalf of

-

[*Signature*]

Name:

Title:

Date:

Place:

[Name, signature and title of the Authorized Person in whose name a power of attorney was issued.]

APPENDIX IX
FORMAT FOR CLARIFICATIONS / AMENDMENTS IN THE BIDDING DOCUMENTS

No.	Document Name	Clause No.	Existing Provision	Clarification Required*	Suggested Text for Amendment*	Rationale for the Clarification or Amendment

** Select and fill in either column*

This format shall be used in excel for submitting requests for clarifications/amendments on the Bidding Documents according to the provisions of Clause 2.8 of this RFP.

.....

Name:

Date:

Place:

-

APPENDIX XII
KEY TERMS OF CONCESSIONAL FINANCE

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**APPENDIX XIII
KEY TERMS OF GRANT**

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APPENDIX XV
DRAFT CONCESSION AGREEMENT