

**Request for Proposal  
For  
Selection of Operator  
For**

**2015**

**DOOR TO DOOR COLLECTION AND  
TRANSPORTATION OF MUNICIPAL SOLID WASTE  
UPTO SECONDARY COLLECTION POINT IN \_\_\_\_\_**



**Ministry of Urban Development**

## **Municipal Corporation/Council**

### **Request for Proposal**

*For*

### **Selection of Operator**

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# **DOOR TO DOOR COLLECTION AND TRANSPORTATION OF MUNICIPAL SOLID WASTE UPTO SECONDARY COLLECTION POINT IN \_\_\_\_\_**

Tender No:

Date of Issue:

**Disclaimer: Model RfP – Door to Door Collection**

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 activities of door to door collection and transportation 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.

## **DISCLAIMER**

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by [Name of ULB] including their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and 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 interested parties with information that may be useful to them in making their offers (the “Bids”) pursuant to this RFP. 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 the [Name of ULB] including their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents and associated documents, may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. [Name of ULB] accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

[Name of ULB] including their 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 for participation in the 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.

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

The issue of this RFP does not imply that the [Name of ULB] is bound to select a Bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the Project and [Name of ULB] reserves the right to reject all or any of the Bidders or Bids without assigning any reasons 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.

## 1. INTRODUCTION

### 1.1. Background

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.

[Name of ULB] has an objective of providing Municipal Solid Waste Management (MSWM) services including collection and transportation of municipal solid waste generated in the city.

[Name of ULB] shall carry out the bid process for selection of Successful Bidder. Accordingly, [Name of ULB] intends to select the suitable operator who will be eligible to undertake **Door To Door Collection and Transportation of Municipal Solid Waste up to Secondary collection point in [Name of ULB] (“Project”)**.

- 1.1.1. The Bidder shall be responsible for design, operate & maintain the system for MSW door-to-door collection and transportation in the project area in line with project implementation and operations plan under and in accordance with the provisions of an agreement (the “Agreement”) to be entered into between the Bidder and [Name of ULB] as part of the Bidding Documents pursuant hereto.
- 1.1.2. The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP Document in order to identify the Successful Bidder for the Project (“Successful Bidder”). The Successful Bidder will then enter into the Agreement with the [Name of ULB] and perform the obligations as stipulated there in, in respect of the Project.
- 1.1.3. The statements and explanations contained in this RFP are intended to provide a better understanding to the prospective Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the bidder set forth in the Agreement or the Authority’s [Name of ULB] rights to amend, alter, change, supplement or clarify the scope of work. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the [Name of ULB]
- 1.1.4. [Name of ULB] shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by [Name of ULB] pursuant to this RFP, as modified, altered, amended and clarified from time to time by [Name of ULB] (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the “**Bid Due Date**”).
- 1.1.6 The Selected Bidder or the Special Purpose Vehicle (**SPV**) to be incorporated in case the Selected

Bidder is a Consortium (the “**Concessionaire**”). The Concessionaire shall be responsible for operation and maintenance of Project Facilities under and in accordance with the provisions of a concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and [Name of ULB] as part of the Bidding Documents pursuant hereto.

### 1.2. Objective of the project

The purpose of this Project is to create an efficient and effective collection, storage and transportation system for MSW Waste [Name of ULB]. The main objectives of the project are:

- Sorting at / or as close to the source of waste generation as possible, into two categories - Biodegradable MSW, and Recyclables and Non-biodegradable MSW
- Adherence to the MSW Rules 2000 and its subsequent amendments.
- Containerization (covered), colour coding for MSW collection and transportation.
- Minimizing displacement of existing formal and informal workers.
- To improve the people's attitudes to and perceptions of solid waste problems and their capacity to participate in solid waste management
- To find solutions for waste management through community participation in establishing environmentally and economically sustainable waste management systems with the help of NGOs, CBOs and RWAs
- To ensure that lessons learned provide useful inputs in designing the overall strategy for the city
- To promote the recycling and reuse for selected streams of waste
- Training programmes/workshops for the capacity building of [Name of ULB] staff, dealing with the SWM is to be organized

### 1.3. Project Components/Scope

For the purpose of collection and transportation of MSW, the municipal area of [Name of ULB] has been divided into ----- (no of zones). Brief particulars of the all the ----- (no of wards) are as follows: The proposed project will be applicable for Ward number ----- (ward no) of [Name of ULB].

#### **Ward wise population of City according to census 2011 is stated below**

S. No.	Name of Wards	Population
1		
2		
3		
4		
5		
6		

7		
8		
9		

According to census 2011, the population of \_\_\_\_\_ city is -----and approximate population of \_\_\_\_\_ city is ----- in year 2015. The estimated municipal solid waste generated, at present within the ULB area is ----- TPD (approximately). However, [Name of ULB] may at its sole discretion add new areas in RFP.

The Selected Bidder will undertake Door-to-Door collection and transportation of MSW generated in Ward Number of [Name of ULB] (altogether .....wards) up to Secondary collection point as specified by [Name of ULB].

The various components of proposed project are based on the assessment of the existing deficiencies and mandatory requirement as specified in the MSW Rules 2000. The scope of the project includes the following:

- a) Door to door collection of MSW from residential, slums, vegetable/ fruit markets, slaughter house, fish/ chicken/ mutton shops, commercial, institutional, gardens, industrial area, open dumping points, hotels, public places and any other areas not excluded elsewhere in this document from project area of respective Project Packages
- b) Collection and transportation of MSW up to secondary collection point in [Name of ULB]. The successful bidder will arrange for the collection of MSW from door to door in such a way that it'll be taking from the rickshaw trolley/auto tipper to secondary storage point and then to compactor without touching the ground any time. The successful bidder will've to deploy as much manpower as necessary for door to door collection and other required operation and upon the direction of municipal authority will increase the number as much as directed. For the operation of the project ward will be the most important unit. The bidder will divide the ward into blocks of ----- (no of households) household and for each block deploy separate man power for collection of garbage. For awareness generation he will also form community organization (C.O.) of active people in the block for each block and will take suggestion from the CO and will also act upon the suggestion.
- d) Removal of waste from the Project Area prior and/or after, in an emergency situation of the [Name of ULB] such as any public meeting, Government functions and any other occasion festivals etc., or during the night timings on instructions from [Name of ULB] within 2 (two) hours on receipt of instructions
- e) Collection of street waste swept and deposited at collection points by \_\_\_\_\_ to the secondary point in \_\_\_\_\_
- f) Provide separate transportation of waste generated from vegetable/ fruit markets and fish markets/chicken shops/ slaughter house and provide such separate fleet as and when required by [Name of ULB] from time to time for other generators.
- g) Collection of the silt deposited during de-silting of storm water drains and sewage lines as and when instructed by [Name of ULB]

- h) Providing manpower for operation and maintenance of the Project.
- i) Providing other facilities stated in the Agreement including manpower for monitoring and grievance redressal, washing service and facilities for labour like gloves and uniforms.
- j) Bear all cost of fuel, vehicle maintenance including breakdowns, deploying manpower required for operating and managing the Project.
- k) In consultation with ULB, develop and implement a public complaint system operational for 24 hours a day and 365 days a year.
- l) The successful bidder Plan, organize and run a sustained awareness campaign over the Agreement Period for creating community awareness related to MSW, ensuring its mobilization and soliciting its participation/ cooperation in effective management of the solid waste.
- m) The successful bidder will follow labour laws, the minimum wages act and other applicable laws.
- n) Will comply with any other direction given by the [Name of ULB] time to time.
- o) The Successful bidder has to carry out their duty 365 days throughout the year.
- p) Agency (Successful Bidder) workers (Safai Karmchhari) will not perform any private work during the working hours. If any worker found doing private job during the working hour's then agency will be fined for Rs. ----- (amount) per day per worker.
- q) The Agency worker will work in proper dress with duly attested ID Card. In case worker found without dress and ID card then agency will be fined for Rs. ----- (amount per day per worker.
- r) In case of workers strike last for more than a day then agency will be fined for Rs. ----- (amount in Rs) per day. If agency worker don't perform their duty continuously for ----- (no of days) days then [Name of ULB] has the right to seize the performance security and right to cancel the agreement.
- s) [Name of ULB] will provide working condition vehicles to successful bidder.
- t) Agency will be liable to remove the silt also, digged out by [Name of ULB] employees from the drains (Nale, Nalee) with in ----- (time in hrs) hours in summer and ----- (time in hrs) hours in rainy season
- u) Successful bidder has to ensure that MSW will not touch the ground once collected from house hold. MSW should be carried using proper channel that is through rickshaw bins to ----- and from ----- to compactor vehicle and finally from compactor to disposal point.
- v) Agency will also collect the heap of MSW made by street sweeper on roads side after sweeping the road.
- w) Agency will make effort that all containers in the residential area are removed gradually because those containers will be of no use after the implementation of the plan

1.2.7 Following activities shall not form as part of the scope of work of the Bidder:

- a. Street sweeping (But waste collected from this sweeping to be collected by Bidder)
- b. Collection and transportation of Medical waste

**The Bidder shall ensure that the operations as defined in Clause 1.3 are provided on all 365 days of a year, starting on or after the Agreement Date, over the remaining duration of the Agreement Period.**

1.2.8 Vehicles & Equipment

The successful bidder shall design the door-to-door collection and transportation in line with project implementation and operations plan under and in accordance with the provisions of an agreement (the "Agreement") and procure all vehicles, bins and equipment's as per the design and plan. Maintenance of will be made by bidder on his own cost.

From Secondary collection point MSW will be transported to disposal point by [Name of ULB] itself.

The Successful Bidder shall inter alia deploy manpower and operate and manage the 'door to door collection and transportation of MSW up to Secondary disposal Point in [Name of ULB] and bear all cost of operation and maintenance of the proposed/procured vehicle, equipment's and bins during the Agreement Period. The Bidder will also provide a uniform to its all deployed manpower according the direction of the [Name of ULB].

#### **1.4. Project Financing**

The cost would be recovered from tipping fee quoted by Concessionaire. The Tipping Fee shall be paid to the Concessionaire as per the terms and conditions specified in the Concession Agreement.

1.4.1 User Charges

[Name of ULB] shall levy and appropriate User Charges as per provision of Concession Agreement. The Concessionaire shall be responsible for collection of User Charges on behalf and under the authority of [Name of ULB] which will be deposited in an Escrow Account jointly maintained by [Name of ULB].

1.4.2 Payment Terms to Successful Bidder:

[Name of ULB] will pay to successful bidder as details given below:

[Name of ULB] will pay the tipping fee to successful bidder on the basis of minimum quoted rate. The criteria of tipping fee will be the only criteria for selection of selected agency.

Successful bidder will produce his bill to [Name of ULB] in first week of each month of the preceding month and [Name of ULB] will make the payment in the same month to the successful bidder. In case of delay if Municipal Corporation fails to give satisfactory reasons then it will give to bidder ----- (amount in rs) per day for all the days it makes delay.

**1.5. Brief description of Bidding Process**

- 1.5.1 [Name of ULB] shall be entitled to disqualify a Bidder in accordance with the aforesaid conditions at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Annex II of Appendix-I.
- 1.5.2 In this process, there will not be a separate pre-qualification phase and the interested parties are required to submit only one Bid for one Project Package. The Bid is to be submitted in three parts, viz.:

**Part 1: Other Submissions**

**Part 2: Technical Proposals**

**Part 3: Financial Proposal**

The evaluation of the Bids would be carried out in two stages. The first stage would involve a test for responsiveness based on **Other Submissions** i.e. **EMD** (Part 1). Those bids found to be responsive would be evaluated for the next stage: **Technical Qualification Stage**. In this Stage, the Technical Bid (Part 2) comprising information of the parties on their technical and financial capability for undertaking the Project would be evaluated. Based on this stage, only the successful bidder who meet the minimum threshold technical and financial capabilities as set out in the RFP for the Project would be eligible for opening of **Financial Proposal** by [Name of ULB].

- 1.5.3 All Bidders are required to submit the Bid in accordance with the guidelines set forth in this RFP. In order to promote consistency among Bids and minimise potential misunderstandings regarding how Bidders' Bids will be interpreted by [Name of ULB], the format in which Bidders will specify the fundamental aspects of their Bids has been broadly outlined in this RFP.
- 1.5.4 The Bids, submitted by the bidder, shall be valid for a period of not less than 180 days from the date specified in Clause 1.4 for submission of bids (the "**Bid Due Date**").
- 1.5.5 The Bidding Documents include the **Project Information and Draft Agreement** for the Project which is enclosed. The aforesaid documents and any addenda issued subsequent to this RFP Document will be deemed to form part of the Bidding Documents.
- 1.5.6 All bids must be accompanied Technical Bid by Earnest Money Deposit (EMD) of Rs. ----- (amount in numeral and words) in the form of DD/FD/NSC only from any Scheduled Bank drawn in favour of " \_\_\_\_\_ " payable at \_\_\_\_\_ in a separate envelope clearly labelled "**Earnest Money EMD**" in Bold refundable no later than 180 (One Hundred and Eighty) days from the Bid Due Date, except in the case of the Selected Bidder. Tender without EMD shall be summarily rejected. Successful Bidder has provided a Performance Security of Rs. ----- (amount in numeral and words) in the shape of **bank guarantee** of a Nationalized/Scheduled bank for O & M under the Agreement.
- 1.5.7 The Bidders are required to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the work including implementation of the Project.

- 1.5.8 Bids are invited for the Project on the basis of lowest tipping fee rate (“**Tipping Fee Rate**”) charged to the Concerning Authority for implementing and operating the Project. The Concession Period is pre-determined, as indicated in the Concession Agreement. The Tipping Fee Rate as defined in the Concession Agreement shall constitute the sole criteria for evaluation of Bids. Subject to Clause 3.6.6, the Project will be awarded to the Bidder quoting the lowest **Tipping Fee Rate**.

In this RFP, the term “**Successful Bidder**” shall mean the Bidder who is seeking the lowest Tipping Fee Rate. Tipping Fee shall be payable in accordance with the provisions of the Draft Agreement.

- 1.5.9 Generally, the Successful Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clauses 3.6.8 & 3.6.9 of this RFP, be invited to match the Bid submitted by the Successful Bidder in case such Successful Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Successful Bidder, [Name of ULB] may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.5.10 Further any other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.5.11 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail in the format given in Appendix to the officer designated in Clause 2.13.2 below. The envelopes/ communications shall clearly bear the following identification/ title:

*"Queries/Request for Additional Information: Bid for Door to Door Collection and Transportation of MSW up to secondary collection point in [Name of ULB]"*

## 1.6. Schedule of Bidding Process

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

1.	Officer inviting Bids	
2.	Cost of RFP Document	Rs. -----(amount)(Inclusive of Tax)
3.	Start and Last Date of Sale of RFP Document	----- (date) and ----- (date)
4.	Last date to receive queries	----- (date)
5.	Date, Time and Place of Pre-Bid Meeting	----- (date and time) Office of ..... , _____ Municipal Corporation , _____
6.	Last Date, Time and Place of Receipt of RFP Document	----- (date and time) and Address
7.	Date, Time and Place of Opening of Technical Bid	----- (date and time) and Address
8.	Place, Date and Time for Opening of Financial Bid	To be communicated later on



## **2. INSTRUCTIONS TO BIDDERS**

### **A. General**

#### **2.1. Scope of the Bid**

- 2.1.1. The Bidder may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. No Bidder, however, shall submit more than one Bid for one Contract Package. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be. The term Bidder used herein would apply to both a single entity and a Consortium.
- 2.1.2. Bidder may be entities registered under the Indian Companies Act 1956.
- 2.1.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft 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 Agreement.
- 2.1.4. Any condition or criteria or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.5. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.6. The Bidder should submit a Power of Attorney as per the format at **Appendix-II**, 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 in the format at **Appendix-III\***. The Lead Member should submit a Power of Attorney as per the format at **Appendix-II**, authorizing the signatory of the Bid. Other Members of the Consortium need not submit Power of Attorney as per the format at **Appendix-II**, authorizing the signatory of the Bid.
- 2.1.8. The documents including this RFP and all attached documents, provided by [Name of ULB] are and shall remain or become, the property of the [Name of ULB] and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.8 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and [Name of ULB] will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.9. This RFP is not transferable.

#### **2.2. Eligibility of Bidders**

- 2.2.1. For determining the eligibility of Bidders, the following shall apply:

- a) 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 EMD/Performance Security as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority ([Name of ULB]) and not by way of penalty for, inter alia, the time, cost and effort of the Authority/[Name of ULB] including consideration of such Bidder’s Bid (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority [Name of ULB] under the Bidding Documents and/or the Agreement or otherwise.
- b) A Bidder shall be liable for disqualification and forfeiture of EMD if any legal, financial or technical adviser of the Authority [Name of ULB] in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated ----- months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of ----- months from the date of commercial operation of the Project.

**2.2.2.1 Number of members in a consortium shall not exceed 2 (two)**

- a) subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the consortium;
- b) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least ----- (amount in %). The nomination(s) shall be supported by a Power of Attorney, as per the format prescribed in this RFP, signed by all the other members of the Consortium;
- c) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- d) An individual Bidder cannot at the same time be member of a Consortium applying for selection. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for selection;
- e) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified in this RFP (the “**Jt. Bidding Agreement**”), for the purpose of submitting the Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
  - (i) clearly outline the proposed roles and responsibilities, if any, of each member;
  - (ii) commit the minimum equity stake to be held by each member;
  - (iii) commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to ----- (amount in %) more and shall further commit that each such member shall at all times during the Period, hold equity share capital not less than: (i) ----- (amount in %) of the subscribed and paid up equity share capital; and
  - (iv) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Bidder in relation to the Project until the Financial Close of the Project is achieved in accordance with the Agreement; and

- f) Except as provided under the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority, as the case may be.

2.2.2. Any entity which has been barred/blacklisted by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid (even if the litigation is pending on the same dispute (barred / blacklisted) under the jurisdiction / arbitration/ laws), would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.2.3. A Bidder including any Consortium Member or Associate should have neither been barred/blacklisted by the Central/State Government, or any entity controlled by it, from participating in any project, nor the bar subsists as on the date of Bid (even if the litigation is pending on the same dispute (barred / blacklisted) under the jurisdiction / arbitration/ laws) for breach by such Bidder, Consortium Member or Associate.

2.2.4. The following conditions shall be adhered to while submitting a Bid:

- a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- b) in responding to the selection submissions, Bidders should demonstrate their capabilities in accordance with Clause 3; and
- c) In case the Bidder is a Consortium, each Member should substantially satisfy the selection requirements to the extent specified herein.

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

2.3.1. Change in the composition of a Consortium will not be permitted during the Bid Process.

2.3.2. Notwithstanding anything to the contrary contained in Clause 2.3.1, a Bidder may, within 10 (ten) days after the Bid Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

### **2.4. Number of Bids and costs thereof**

2.4.1. Bidder can apply for one package only. 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 for the same Project Package.

2.4.2. The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. [Name of ULB] 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** Bidder are encouraged to submit their respective bids after visiting the Project site and Project Area and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

**2.6. Acknowledgement by Bidder**

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

- a) made a complete and careful examination of the RFP including any corrigendum or addenda issued by [Name of ULB]
- b) received all relevant information requested from [Name of ULB]
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of [Name of ULB] relating to any of the matters referred to in Clause 2.5 above; and
- d) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2. [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 or the Bidding Process, including any error or mistake therein or in any information or data given by [Name of ULB]

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

2.7.1. Notwithstanding anything contained in this RFP, [Name of ULB] reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for. 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.

2.7.2. [Name of ULB] reserves the right to reject any Bid 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.
- c) If the Bidder is a Consortium, then the entire Consortium may be disqualified/rejected. If such disqualification/rejection occur after the Bids have been opened and the Successful Bidder gets disqualified/ rejected, then [Name of ULB] reserves the right to:
  - (i) invite the remaining Bidders to match the Successful Bidder/ submit their Bids in accordance with the RFP; or
  - (ii) take any such measure as may be deemed fit in the sole discretion of [Name of ULB] including annulment of the Bidding Process.

2.7.3. [Name of ULB] reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. 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 the [Name of ULB] there under.

**B DOCUMENTS**

**2.8. Contents of the RFP**

The RFP consists of three separate documents as listed below and would include any Addenda issued in accordance with Clause 2.10.

<b>Volume-1</b>	<b>Request for Proposal</b>
<b>Volume-2</b>	<b>Draft Agreement and Schedules</b>
<b>Volume-3</b>	<b>Project Information Memorandum</b>

**2.9. Clarifications**

- 2.9.1. Bidders requiring any clarification on the RFP may notify [Name of ULB] in writing or by fax and e-mail in accordance with Clause 1.3.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.4. [Name of ULB] shall endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. The responses will be sent by fax and/or e-mail.
- 2.9.2. [Name of ULB] shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, [Name of ULB] reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.9.2 shall be taken or read as compelling or requiring [Name of ULB] to respond to any question or to provide any clarification.
- 2.9.3. [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 RFP. Verbal clarifications and information given by [Name of ULB] including its employees or representatives shall not in any way or manner be binding on [Name of ULB]

**2.10. Amendment of RFP**

- 2.10.1. At any time prior to the deadline for submission of Bid, [Name of ULB] may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP by the issuance of Addenda.
- 2.10.2. Any Addendum thus issued will be sent to the bidder through fax / or email.
- 2.10.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, [Name of ULB] may, in its sole discretion, extend the Bid Due Date.

**C. PREPARATION AND SUBMISSION OF BID**

**2.11. Language**

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are

not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

**2.12. Format and signing of Bid**

- 2.12.1. The Bidder shall provide all the information sought under this RFP. [Name of ULB] will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.12.2. The Bidder shall prepare **1 (one)** set of Technical Proposal (Envelope 1 contains - EMD and Envelope 2 contains - duly notarized copies of documents required to be submitted along therewith pursuant to this RFP). The Bidder shall also provide 1 (one) soft copy on Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.
- 2.12.3. Envelope 1 and 2 shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initiated. All the alterations, omissions, additions or any other amendments made to the Bid shall be initiated by the person(s) signing the Bid.

**2.13. Sealing and Marking of Bids**

- 2.13.1. The Bidder shall submit the Bid in the format as specified in this RFP together with the relevant documents in three separate envelopes duly marked as:

**“Envelope 1 – EMD”;**

**“Envelope 2- Technical Proposal”**

**“Envelope 3- Financial Proposal”**

- a) **Envelope 1** shall contain the EMD to be submitted, duly marking the envelope as **“EMD”**
- b) **Envelopes 2** shall contain the notarized copy of the documents to be submitted, together with their respective enclosures, in separate envelopes duly marking the envelopes as **“Technical Proposal”**
- c) **Envelope 3** shall contain the Financial Proposal to be submitted, duly marking the envelope as **“Financial Proposal”**.
- d) Envelopes marked as **“EMD”, “Technical Proposal”** and **“Financial Proposal”** shall than be sealed in the main outer envelope. Each envelope must be marked as **“Bid for Door To Door Collection and Transportation of Municipal Solid Waste up to secondary collection point In.** In addition, the Bid Due Date should be indicated on the right hand corner of each of the envelopes.
- 2.13.2. Each of the envelopes shall be addressed to [Name of ULB] as follows:

ATTN. OF:

ADDRESS:

- 2.13.3. 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 and consequent losses, if any, suffered by the Bidder.

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

**2.14. Bid Due Date**

- 2.14.1. Bids should be submitted before 15:00 hours IST on the Bid Due Date, at the address provided in Clause 2.13.2 in the manner and form as detailed in this RFP.

- 2.14.2. [Name of ULB] may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

**2.15. Late Bids**

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

**2.16. Modifications/ substitution/ withdrawal of Bids**

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

- 2.16.2. The modification, substitution or withdrawal notice shall be prepared, sealed marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

- 2.16.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by [Name of ULB] shall be disregarded.

**2.17. Proprietary data**

All documents and other information supplied by [Name of ULB] or submitted by a Bidder to [Name of ULB] shall remain or become the property of [Name of ULB] 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. [Name of ULB] will not return any Bid or any information provided along therewith.

**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 the acceptance or rejection of any Bid.

**3. BID CONTENTS, ELIGIBILITY CRITERIA AND EVALUATION**

- 3.1. Contents of the Bid** The Bid should be submitted in Three Parts in 3 envelopes in a manner as specified in Clause 2.13:

- 3.1.1. **Envelope 1: “EMD”:** In the form of FDR in the favour of “.....,”

- 3.1.2 **Envelope 2 : “Technical Proposals”** The Technical Proposal shall consist of:

- (i) Letter comprising the Application for Qualification for Bid (**Appendix I**) along with Annexes
- (ii) Power of Attorney for signing the Bid as per the format at **Appendix-II**;
- (iii) In case of Consortium, the Power of Attorney for Lead Member of Consortium as per the format at **Appendix-III**;
- (iv) Jt. Bidding Agreement, in case of a Consortium, substantially in the format at **Appendix-IV**;
- (v) **Anti- Collusion Certificate** as per the format at **Appendix V**
- (vi) Copy of incorporating documents e.g. Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;
- (vii) Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding five years;
- (viii) Technical Capacity of the Bidder in the prescribed format (Appendix-VI);
- (ix) Financial Capacity of the Bidder in the prescribed format (Appendix-VII); and
- (x) Approach and Methodology (Appendix -VIII)

3.1.3 **Envelope 3: "Financial Proposals"** The Financial Proposal shall consist of rate quoted by the bidder in the predefined format (**Annexure - )** herein referred to as "**Tipping Fee**".

### 3.2. **Eligibility Criteria**

To be eligible for opening of Bid, a Bidder shall fulfil the eligibility as per point 3.6.5 i:

The Bidder shall also submit Overall Approach & Methodology for undertaking the Project, which shall include –

- a) Technical Approach and Methodology, including assumptions in development of the primary collection system, storage system and transport system.
- b) Approach for addressing the issues of equipment replacements in view of wear and tear and augmenting the capacities in line with the rising waste loads.
- c) Organization and Staffing,
- d) Assessment of Risk and mitigation plan
- e) Approach towards community awareness and participation; capacity building among the workers, etc.

The bidders are required to submit the proof of Experience in the form of notarized copy of work orders from clients/ contracts, client certificate or completion certificates for the above. The Proof furnished by the Bidder should clearly state the scope of work undertaken by the Bidder/ its Consortium member and the associated details including the project cost, year of commencement, quantum of work undertaken and duration of work. The Bidder must provide the information as per the format at **Appendix VII**. The municipal commissioner on the recommendation of committee or otherwise modify any of the terms mentioned in the interest of municipal corporation and city of [Name of ULB]

A. **Financial Capacity:** The Bidder (either individually or as a Consortium) shall have a minimum Turnover (the "**Financial Capacity**") of **Rs. ----- (amount in Rs in numeral as well as words) Lacs Per**

annum during each of the last two financial years. Attach a certificate from Chartered Accountant along with the tender document giving as proof of last ----- (time in years) years.

### **3.3. Technical Evaluation of Proposal**

3.3.1. The Bidder (either individually or along with the members of the Consortium) may quote experience in respect of a particular Eligible Project under more than one category, if it has played multiple roles in the cited project.

3.3.2. The technical evaluation shall be done on pass/fail basis. Only those Bidder, who meet the Technical Capacity and Financial Capacity requirement, would be eligible for opening of Financial Proposal.

In case of a Consortium, the Aggregate Technical Capacity of each of its Members, who have committed an equity share of at least ----- (in %) in such Consortium, shall be summed up for arriving at the combined Aggregate Technical Capacity of the Consortium.

### **3.6. Opening and Evaluation of Bids**

3.6.1. [Name of ULB] shall open the Bids at ----- (time) hours IST on the Bid Due Date, at the place specified in Clause 2.13.2 and in the presence of the Bidders who choose to attend.

3.6.2. Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

3.6.3. The Bids received would be subject to a prima-facie check for responsiveness followed by a step- wise evaluation procedure as described below.

#### **3.6.4. STEP 1 - Responsiveness of Bid**

As the first step, Envelop-1 (“EMD”) shall be opened for evaluation. Prior to detailed evaluation, [Name of ULB] shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- a. it is received by the **Bid Due Date** including any extension thereof pursuant to Clause 2.10.3;
- b. it is signed, sealed, and marked as stipulated in Clauses 2.13.1;
- c. it contains a valid **EMD** in the form of FDR in **favour of** \_\_\_\_\_ ;

#### **3.6.5. STEP 2 (Envelop-2) Evaluation of Technical Proposal**

In this stage, the Technical Proposal of the Bidders in undertaking the Project would be assessed. The Bidders would be evaluated on parameters as defined in Clause 3, and the Bidders found to be technically qualified would be eligible for the selection if :

- a. it is accompanied by the **Power of Attorney** as specified in Clause 2.1.6, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.1.7;
- b. it is accompanied by the **Jt. Bidding Agreement** (for Consortium), specific to the Project, as stipulated in Clause 3.1.1(iv);
- c. it is accompanied by the **Anti-Collusion Certificate**

- d. it contains the **statement of legal capacity** as Annexes II, Appendix I;
- e. Copy of the receipt towards the **cost of the RFP** document in **favour of .....**,
- f. it contains the information as regards qualification as per the prescribed format;
- g. it does not contain **any condition** or criteria; and
- h. it is not non-responsive in terms hereof.
- i. **Technical Bid Valuation Max. 100 Marks**

The Technical Evaluation shall be in the format shown below. The information furnished by the bidders in the technical bid, the presentation shall be the basis of this evaluation. In case any of the information is not made available the Committee will assign a zero marks to that item.

S. No.	Criteria	Max.
		Marks
2.	Minimum -----(no of years of experience) Year experience of city sanitation plan or SWM projects	
3.	Minimum -----(no of years of experience) year experience of door to door collection in any urban local body.	
4.	Rupees -----(turnover value in lacs) lacs Turnover Per Annum	
5.	Presentation for Technical Approach and Methodology, including assumptions in development of the primary collection & storage system under following sub heads-	
a.	Organizational Structure of the Agency	
b.	For preparation of blocks and root System	
c.	Benefits given to the employees of the organization	
d.	Latest technology used for implementation & execution of the project	
<b>Total</b>		

**Those bidders scoring in Technical evaluation Minimum ----- (no of marks) marks will only be eligible for opening of Financial Bid. All bidders having a score less than Technical Score i.e. ----- (no of marks) marks will not be considered.**

The Bid shall be considered to be responsive if it conforms to the preceding requirements without material deviation or reservation. A bid once declared as “nonresponsive” and rejected, cannot be made responsive by the bidder having corrected or withdrawn the non-conforming deviation or reservation.

### **STEP- 3 (Envelop 3) Financial Proposal**

The bidder will have to offer the rate of tipping fee per metric ton in a separate envelop for a particular package. It is being clearly mentioned here that this rate of tipping fee will be applicable to the **Municipal Solid Waste** which will be weighted at the nearest Dharamkanta by the successful bidder and subsequently has to be verified by the Nodal Officer of [Name of ULB] After every two year there will be -----  
- (amount in %) increase in the tipping fee by the \_\_\_\_\_

3.6.6. In the event that the Successful Bidder withdraws or is not selected for any reason in the first instance (the “first round”), [Name of ULB] may invite the second lowest Bidder to revalidate or extend its respective EMD, as necessary, and match<sup>3</sup> the Bid of the aforesaid Successful Bidder (the “second round”).

3.6.7. In the event that the second lowest Bidder do not offer to match the Successful Bidder in the second round as specified in Clause 3.6.6, [Name of ULB] may, in its discretion, invite Bid (the “third round”) from the third lowest Bidder, or annul the Bidding Process, as the case may be.

#### **3.7. Other Conditions:**

3.7.1. Bidders are advised that selection of Bidders will be entirely at the discretion of [Name of ULB] Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

3.7.2. Any information contained in the Bid shall not in any way be construed as binding on [Name of ULB] its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

3.7.3. [Name of ULB] reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

3.7.4. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, [Name of ULB] may, in its sole discretion, exclude the relevant project from the evaluation/ score of the Bidder.

#### **3.8. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection shall not be disclosed to any person who is not officially concerned with the 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 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] or as may be required by law or in connection with any legal process.

#### **3.9. Clarifications**

3.9.1. To facilitate evaluation of Bids, [Name of ULB] may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by [Name of ULB] for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 3.9.2. If the Bidder does not provide clarifications sought under Clause 3.9.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, [Name of ULB] may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of [Name of ULB]

#### **4. Period of Agreement**

Initially period of Agreement will be ----- (time in year) year. If [Name of ULB] is satisfied with the working of the bidder, it would be renewed for further next year up to maximum -----years.

#### **5. FRAUD AND CORRUPT PRACTICES**

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, \_\_\_\_\_ may reject any Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder 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.

#### **6. PRE-BID CONFERENCE**

- 6.1. A Pre-Bid conference of the interested parties shall be convened at the designated date, time prescribed in Clause 1.4 and at the place as given in Clause 2.13.2. Bidders can purchase the RFP document from the Authority office and send their queries in writing before the conference date as prescribed in Clause 1.4. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 6.2 The Bidder should send in their queries at least 1 day before the date mentioned in the Pre-Bid meeting in the following format:

Sl. No.	RFP Document Page No.	Existing Provision	Clarification required	Suggested change	Rationale

- 6.3 During the course of 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.

## 7. PENALTY CLAUSE

- 7.1 If the work of successful bidder is not found satisfactory then the [Name of ULB] can deduct a maximum of ----- (amount in %) of the bill value provided by the selected agency or as much as found justified.
- 7.2 If the successful bidder fails to perform duties according to the agreement, a notice regarding the same for getting the explanation of the selected agency will be given by the [Name of ULB] and at least ----- (time in days) days' time will be given to the selected agency to explain the reasons for the non-performance, failing which or if the reasons found unsatisfactory the [Name of ULB] will have the right to terminate the agreement and to forfeit all the performance guarantee/security money.

## 8. ARBITRATION

All the disputes regarding the non-performance of the duties of the selected bidder will be referred to the Mayor of [Name of ULB] and the decision of the Mayor regarding the disputes will be final and acceptable to both the parties.

## 9. MISCELLANEOUS

- 9.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at \_\_\_\_\_ shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 9.2. [Name of ULB] in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - consult with any Bidder in order to receive clarification or further information;
  - qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - retain any information and/ or evidence submitted to [Name of ULB] by, on behalf of, and/ or in relation to any Bidder; and/ or
  - Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

**Schedule I :** The table below provides brief details of equipment/vehicles being procured by [Name of ULB] for Door to Door collection and transportation of MSW up to dalao ghar or secondary collection point in \_\_\_\_\_ Area (all ----- (no of wards) wards). Each Bidder shall be provided part of these equipment depending upon the requirement of Project Area and work plan submitted by the Bidder and approved by [Name of ULB]

S.No.	Description of Vehicles	Required Total Qty. for Total ----- Wards
1.		

2.		
3.		
4.		
5.		

The workshop facility shall be arranged by Bidder on their own.

The office area, parking space and space for workshop will be arranged by the [Name of ULB]

\_\_\_\_\_ **Municipal Corporation**

**DOOR TO DOOR COLLECTION AND  
TRANSPORTATION OF MUNICIPAL SOLID WASTE UP  
TO SECONDARY COLLECTION POINT**

**IN \_\_\_\_\_**

**VOLUME-I B  
FORMS/FORMAT OF PROPOSAL SUBMISSION**

## **ENVELOPE -1**

## APPENDIX I

### Letter Comprising the Application for Qualification of Bid

*(Refer Clause  
2.13.2)*

Dated:

To,

[Name of ULB] Municipal Corporation,  
\_\_\_\_\_

**Sub: Application for Qualification of Bid for Selection of Operator for Door-to-Door Collection and Transportation of MSW up to secondary collection point in \_\_\_\_\_.**

Dear Sir,

1. With reference to your RFP document dated .....<sup>4</sup>, I/we, having examined the RFP document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.
2. I/ We certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are notarized true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Project.
4. I/We shall make available to the [Name of ULB] any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/We acknowledge the right of the [Name of ULB] to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;

- b. 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 4.1 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

<sup>4</sup>*All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant*

- c. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17 of the RFP document.
- 9. I/We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
- 10. I/We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for Qualification of Bid.
- 11. I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 12. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate the Authority of the same immediately.
- 13. The Statement of Legal Capacity as per format provided at **Annex-II in Appendix-I** of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at **Appendix II and III** respectively of the RFP, are also enclosed.
- 14. I/We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Agreement.
- 15. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 16. I/We have studied all the Bidding Documents carefully and also surveyed the Site. We understand that

except to the extent as expressly set-forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.

17.I/We offer an EMD of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to [Name of ULB] in accordance with the RFP Document.

18. The EMD in the form of FDR is attached.

19.I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us our Bid is not opened or rejected.

20.I/We shall keep this offer valid for ----- (no in days) days from the Bid Due Date specified in the RFP.

21. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

*Door-to- Door Collection and Transportation of MSW upto Secondary collection Point in [Name of ULB]*

22. I/ We certify that in terms of the RFP, my/our Net worth is Rs. (Rs. in words).

23.{We agree and undertake to be jointly and severally liable for all the obligations of the Bidder under the Agreement till occurrence of Financial Close in accordance with the Agreement.}<sup>6</sup>

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

Yours faithfully,

Date:  
Signatory)

(Signature, name and designation of the Authorised

Place:

Name and seal of the Bidder/ Lead Member



## **ANNEX-I**

### **Details of Bidder**

1. Name and incorporation
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.2.1 should be attached to the Bid.
  - (c) Information regarding the role of each Member should be provided as per table below:

	Name of Member	Role {Refer Clause 2.2.2}	<b>Percentage of equity in the Consortium</b> {Refer Clauses 2.2.2}
--	----------------	---------------------------	---

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

**Name of Bidder/ member of Consortium:**

	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than ----- (no in %) 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?		

**ANNEX-II**  
**(Appendix I)**  
**Statement of Legal Capacity**

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

Ref. Date:

To,

,

[Name of ULB] Municipal Corporation,

\_\_\_\_\_.

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable.*

APPENDIX II

Power of Attorney for signing of Bid

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of

....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the <insert name of project> (the “Project”) proposed or being developed by the [Name of ULB] (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement.

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

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20.....

For.....  
Signature, name, designation and address)

Witnesses:

1. (Notarised)

2.

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 board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

APPENDIX III

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

Whereas the \_\_\_\_\_ Municipal Corporation (“the Authority”) has invited applications from interested parties for [<\_\_\_\_\_insert name of the project>] (the “Project”).

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

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

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

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

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

Witnesses:

- 1.
- 2.

(Executants)

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

**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

## APPENDIX IV

### Joint Bidding Agreement

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

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

#### AMONGST

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

#### AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} 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)

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

#### WHEREAS,

[Name of ULB] (\_\_\_\_\_ **represented** by its Municipal Commissioner, having its registered office at Civil Line, \_\_\_\_\_ (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) intends to carry out **Selection of Operator for Door-to-Door Collection and Transportation of MSW up to dalaoghar or secondary collection point in \_\_\_\_\_ (the “Project”)**, has invited applications (the **Bids**) by its Request for Proposal No. .... dated ..... (the “**RFP**”) for qualification and short-listing of bidders for [**< insert name of project.**] \_\_\_\_\_ (the “**Project**”).

- (A) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (B) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

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

#### **1 Definitions and Interpretations**

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

#### **2 Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly

participating in the Bidding Process for the Project.

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

**3 Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into an Agreement with the Authority and for performing all its obligations as the Bidder in terms of the Agreement for the Project.

**4 Role of the Parties**

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

- (a) The Lead member of the Consortium shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Agreement when all the obligations shall become effective.

**5 Joint and Several Liability**

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

**6 Shareholding in the Consortium**

- 6.1 The Parties agree that the proportion of shareholding among the Parties shall be as follows:  
First Party (Lead Member):           \_\_\_%  
Second Party:                           \_\_\_%
- 6.2 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the 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 Consortium Member is annexed to this Agreement.
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it.

**8 Termination**

This Jt. Bidding Agreement shall be effective from the date hereof and shall continue in full force and effect and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Jt. Bidding Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the EMD by the Authority to the Bidder, as the case may be.

**9        Miscellaneous**

- 9.1        This Joint Bidding Agreement shall be governed by laws of {India}.
- 9.2        The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED  
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)

***Notes:-***

1.        The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2.        Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

**APPENDIX VI**

**Anti-Collusion Certificate**

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

Ref. Date:

To,

[Name of ULB] **Municipal Corporation,**

\_\_\_\_\_.

Dear Sir,

We hereby certify and confirm that in the preparation and submission of this Proposal, 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 Proposal.

Date this.....Day of .....

Name of the Bidder

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

For and on behalf of..... [Single Entity Bidder/ Lead Member]..

## **ENVELOPE-2**

## Appendix VII Details of Eligible Projects

*(Refer to Clauses 2.2.2(A), 3.2 of the RFP)*

Project Code:

Member Code:

Item	Particulars of the Project
Title & nature of the project	
Entity for which the project was developed	
Location	
Tonnage / day	
Area covered in the Project	
Population Covered in the Project	
Manpower deployed in the Project	
Date of commencement of project	
Date of completion	
Equity shareholding (with period during which equity was held)	

### Instructions:

- Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2 of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the instructions below.
- For a Bidding Company, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium, then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
- A separate sheet should be filled for each Eligible Project.
- Member code shall indicate NA for Not Applicable in case the Bidder is a Bidding Company. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other

Member.

5. Particulars such as name, address and contact details of owner/authority/agency (i.e. concession grantor, counter party, etc.) should be provided.
6. The date of commissioning of the project should be indicated.
7. The date of completion of the project should be indicated.
8. The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which eligible experience is claimed, needs to be given (Refer Clause 3.2).
9. Experience for any activity relating to an Eligible Project shall not be claimed by 2 (two) or more Members. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
10. Certificate from the client or the Bidder's statutory auditor<sup>\$</sup> must be furnished as per format below for each Eligible Project in addition to the certificate from the client. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidding Company/Member may provide the requisite certification.
11. Certificate from the statutory auditor regarding Eligible Projects shall be in the following format.

**Certificate from the statutory auditor regarding Eligible Projects<sup>\$</sup>**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidding Company/Member) is/was an equity shareholder in ..... (title of the project company) and holds/held Rs. .... cr. (Rupees ..... crore) of equity (which constitutes .....% of the total paid up and subscribed equity capital) of the project company from ..... (date) to ..... (date) <sup>¥</sup>. The project was commissioned on ..... (date of commissioning of the project) and completed on ..... (date of completion of the project).

We further certify that the total MSW handled is \_\_\_\_\_ MT per day, total area covered is \_\_\_\_\_ sq. km, total population covered is approx. \_\_\_\_\_ and total manpower deployed in the Project is \_\_\_\_\_.

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the Authorised Signatory)

Date:

12. Client work order/completion certificate may also be attached.
13. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.

\$ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

¥ In this case the project is owned by the Bidding company, this language may be suitably modified to read: "It is certified that ..... (Name of the Bidder) developed and/ or owned the ..... (Name of the project) from ..... (Date) to ..... (Date)."

## Appendix VIII

## Financial Capacity of the Bidder

(In Rs. crores)

	Member Code <sup>€</sup>	Net Cash Accruals			Net Worth <sup>€</sup>
		Year-1	Year-2	Year-3	
(1)	(2)	(3)	(4)	(5)	(8)
Single entity Bidder					
Consortium Member 1					
Consortium Member 2					
TOTAL					

**Name & address of Bidder's Bankers:**

<sup>\$</sup> An Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

<sup>€</sup>For Member Code, see instruction 4 at Annex-IV of this Appendix-I. <sup>€</sup>The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

<sup>\$\$</sup> For conversion of other currencies into rupees, see note below.

**Instructions:**

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for \_\_\_\_ years preceding the Bid Due Date. The financial statements shall:
  - a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
  - b) be audited by a statutory auditor;
  - c) be complete, including all notes to the financial statements; and
  - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. **Net Cash Accruals** shall mean Profit after Tax + Depreciation.
3. **Net Worth shall** mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year \_\_ will be the latest completed financial year, preceding the bidding. Year \_\_\_\_ shall be the year immediately preceding Year \_\_ and so on. In case the Bid Due Date falls within \_\_\_\_\_ months of the close of the latest financial year, refer to Clause 2.2.12.
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFP document.
6. The applicant shall also provide the name and address of the Bankers to the Bidder.
7. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFP document.

## APPENDIX-IX

### APPROACH AND METHODOLOGY

Technical approach, methodology and project plan are key components of the Technical Proposal. You are suggested to present in your technical proposal the followings:

- ☐ Technical Approach and Methodology,
- ☐ Project Plan
- ☐ Organization and Staffing,
- ☐ Assessment of Risk and Mitigation Plan
- ☐ Funding / Financing plan

1. **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the project, approach to the services, methodology for carrying out the activities obtaining the expected output and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. It shall include details of construction of Project facilities and support infrastructure, equipment and vehicles, timely replacements due to wear and tear etc.
2. **Project Plan:** In this chapter you should propose the main activities of the project, their content and duration, phasing and interrelations, milestones and completion dates of the key project deliverables. The proposed project plan should be consistent with the technical approach and methodology, showing understanding and ability to translate them into a feasible project plan. The project plan should be consistent with the project activity schedule attached.
3. **Organization and Staffing:** In this chapter you should propose the structure and composition of your project and operational team. You should list the main disciplines of the project, CVs of the key expert responsible and proposed technical and support staff.
4. **Assessment of Risk and mitigation plan:** In this chapter you should explain the various categories of risks you envisage in the project implementation and operation phase. You should highlight the method to evaluate the overall chances of potential loss and the consequences. You should propose a plan to control & monitor the risks and plan for contingencies to risks, which occur.
5. **Funding / Financing Plan:** In this chapter you should propose the various sources of funds and means of finances.

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

## **ENVELOPE -3**

**APPENDIX-X**  
**LETTER COMPRISING THE FINANCIAL BID**

**Date:**

To,

,

[Name of ULB] Municipal Corporation,

\_\_\_\_\_.

Sub:- Financial Bid for **Door-to-Door Collection and Transportation of MSW up to \_\_\_\_\_ or secondary collection point in \_\_\_\_\_, Contract Package “ \_\_\_\_ ”**

Dear Sir,

With reference to your RFP document dated \*\*\*\*\*. I/we, having examined the Bidding Documents and understood their contents, I/We hereby submit our Bid and quote the following Tipping Fee Rate for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

Project Name	Tipping Fee Rate	
<b>Door-to-Door Collection and Transportation of up to secondary collection point in _____</b> <b>Contract Package “ ____ ”</b>	In figures	In words
	INR. _____/-_per M.Tonne	INR _____only per M.Tonne

*Note:*

*1. The Tipping Fees Rate is inclusive of all taxes but excluding Service Tax*

Yours faithfully

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidders/Lead Member

Date: Place: