

**[THE ULB OR STATE AGENCY]**

**TENDER NOTICE NO:**

**Model Request for Proposal (RFP) for  
Integrated Municipal Solid Waste Management System on  
Public Private Partnership (PPP) format**

**Format Type – Build-Operate-Transfer (BOT)**

**Volume I – Instructions to Bidders (ITB)**

This section specifies procedures to be followed by Bidders in preparation and submission of their Proposals and provides information on submission, opening, evaluation of Proposals and on award of concession.

|  |   |
|--|---|
| <b>Date of release of Documents</b>            | : |
| <b>Deadline for Submission</b>                 | : |
| <b>Pre-bid meeting - Date and Time</b>         | : |
| <b>Issuing Office</b>                          | : |
| <b>Name and Designation of Issuing officer</b> | : |
| <b>Address of correspondence</b>               | : |
| <b>Phone</b>                                   | : |
| <b>Fax number</b>                              | : |
| <b>E-mail</b>                                  | : |

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## **DISCLAIMER**

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, especially the feasibility report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles or 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 in this Bid Stage.

The Authority 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.

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

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

**[Name of ULB or State Agency]**

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

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[NAME OF ULB OR STATE AGENCY]

**LETTER OF INVITATION**

[DATE]

[Name and Address of Firms]

Dear Sir,

Pursuant to your application in response to our Request for Qualification document (the "RFQ "), you were shortlisted as a Bidder, in accordance with the provisions of the RFQ for the aforesaid project. We acknowledge your remittance of Rs. [XX] for procuring the Request for Proposal document (the "RFP"). The RFP is enclosed.

You are requested to participate in the Bid Stage with the objective of submitting your financial proposal (the "Bid") for the aforesaid project in accordance with the RFP.

Please note that the [Authority] reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

For [ULB or State Agency]

Authorized Signatory

## 1. INTRODUCTION

### 1.1. Background

- 1.1.1. The [ULB or State Agency]<sup>1</sup> (the ‘**Authority**’), providing municipal services to over a XX citizens in the [Particular] City, is desirous of implementing an ‘Integrated Municipal Solid Waste Management Project, IMSWMP (the ‘**Project**’) for the [Particular] City’ through private participation on [Build, Operate and Transfer (the ‘**BOT**’)] basis, and has decided to carry out the bidding process for selection of the bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

#### Exhibit 1.1 Project Summary

| S.No. | Project Name, Site & Area, Components | Estimated MSW Generation (Tones per Day) | Indicative Project Cost <sup>2</sup> (in Rs. Crore) |
|-------|---------------------------------------|--|---|
| 1.    |                                       |  |   |
| 2.    |                                       |  |   |
| ----  |                                       |  |   |

- 1.1.2. The Selected Bidder, who is either a company incorporated under the Companies Act, 1956 or undertakes to incorporate itself as such prior to execution of the concession agreement (the “**Concessionaire**”), shall be responsible for design, finance, procure, construct, operate, maintain and transfer of the Project in accordance with the provisions of the concession agreement (the “**Concession Agreement**”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3. The scope of the work will broadly include design, build, finance, operate and transfer an Integrated Municipal Solid Waste Management (IMSWM) system and rehabilitation of the existing facility[s] and/or closure of existing dumping yard[s], if any and its operations & maintenance thereof.
- 1.1.4. The estimated cost of the Project (the “**Estimated Project Cost**”) [has been specified in Clause 1.1.1 above]. The assessment of actual costs and techno-commercial due diligence, however, will have to be made by the Bidders at their own expenses.
- 1.1.5. The Concession Agreement (Volume III of this RFP document) sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).

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<sup>1</sup> All provisions within square parenthesis may be suitably modified based on project-specific requirements.

<sup>2</sup> If the project agreements do not provide for any obligations or liabilities that arise from or are related to capital costs of the project, this column may be omitted with the approval of Authority and /or tender Committee

- 1.1.6. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's right to amend, alter, change, supplement or clarify the scope of work, the concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.
- 1.1.7. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms.

## **1.2. Brief description of bidding process**

- 1.2.1. The Authority has adopted a two-stage process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The first stage (the "**Qualification Stage**") of the process involved qualification of interested parties / Consortia in accordance with the provisions of RFQ. At the end of this stage, the Authority has shortlisted [XX] suitable pre-qualified Applicants who were eligible for participation in the second stage of the Bidding Process (the "**Bid Stage**") comprising Request for Proposals.
- 1.2.2. In the Bid Stage, the aforesaid short-listed Applicants, including their successors, (the "**Bidders**") are being called upon to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 120 (One Hundred Twenty) days from the date specified in Clause 1.3 for submission of bids (the "**Bid Due Date**").
- 1.2.3. The Bidding Documents include the Project Information Memorandum and Draft Concession Agreement for the Project attached as Volume II and Volume III. Subject to the provisions of Clause 2.1.3 herein below, the aforesaid documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4. The Bid Document shall be available from the office of the Authority as per the Clause XX from Date to Date up to 1600 hours on payment of non-adjustable & non-refundable Rs. XX (*generally in the range of 0.01%-0.02% of the estimated project cost*) through a Demand Draft.
- 1.2.5. A Bidder is required to deposit, along with its Bid, a bid security equivalent to about 1% (one per cent) of the Estimated Project Cost (the "**Bid Security**"), refundable not later than 120 (One Hundred Twenty) days from the Bid Due Date except in the case of the preferred



[lowest/highest] Bidder. The Bidders will have an option to provide Bid Security in the form of a demand draft from any Nationalized Bank in India drawn in favor of [the Authority] and payable at the [Project City], India or a bank guarantee acceptable to the Authority, and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security

- 1.2.6. Generally, the Preferred Bidder shall be the [lowest/highest] Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in provisions of Clause 3.5 below of this RFP, be invited to match the Bid submitted by the [lowest/highest] Bidder in case such [lowest/highest] Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the [lowest/highest] Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 1.2.7. Bidders are **strongly recommended** to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project. The Authority will not be held responsible for any incorrect decision arrived at by the bidder based on the data provided in this RFP document.
- 1.2.8. Bids are invited for the Project on the basis of [the lowest financial grant (the “Grant”) required and/or lowest Tipping Fee required from the Authority OR offer to pay highest Premium to the Authority and/or pay highest Tipping Fee to the Authority] by the Bidder for implementing the Project. The Concession Period is pre-determined, as indicated in the Concession Agreement. The [Grant/Tipping Fee required OR Premium/ Tipping Fee payable amount] shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.16, the Project will be awarded to the Bidder quoting the [highest Premium/Tipping Fee to Authority, and in event that no Bidder offers a Premium/Tipping Fee, then to the Bidder seeking the lowest Grant/Tipping Fee from the Authority].
- 1.2.9. The Concessionaire will be entitled to [levy and charge a pre-determined user fee from users]<sup>3</sup> of the Project.
- 1.2.10. Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.2.11. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax to the officer designated as set out in Clause 2.11.7 below. The envelopes/ communication shall clearly bear the following identification/ title:

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<sup>3</sup> The applicability of user charges and its collection is at the sole discretion of the Authority

**“Queries/ Request for Additional Information: RFP for \*\*\*\*\* Project”.**

**1.3. Schedule of bidding process**

The Authority shall endeavor to adhere to the bidding schedule:

| <b>S. No</b> | <b>Event Description</b>                            | <b>Estimated Date</b>               |
|--------------|---|-------------------------------------|
| 1            | Sale of Bid/RFP document to short-listed applicants | Zero date                           |
| 2            | Submission of query by the perspective applicants   | + 15 days                           |
| 3            | Pre-Bid meeting                                     | + 20 days                           |
| 4            | Authority response to queries                       | + 40 days                           |
| 5            | Bid Submission Due Date                             | + 60 days                           |
| 6            | Opening of Bids                                     | + 60 days                           |
| 7            | Letter of Intent (LOI)                              | + within 30 days<br>of Bid Due date |
| 8            | Signing of the Contract                             | + within 30 days<br>of award of LOI |

*(+ X day's means time duration from the zero date i.e. the publication date of RFP)*

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1. General terms of Bidding

- 2.1.1. A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall **not** be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2. Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Request for Qualification document for the Project (the “RFQ”) shall have the meaning assigned thereto in the RFQ.
- 2.1.3. The Reports in the Section 2 of Project Information Memorandum (Volume II of this RFP document) for the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examinations before submitting the Bids. Nothing contained in the Reports in the Section 2 of Project Information Memorandum (Volume II) shall be binding on the Authority nor confer any rights on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Reports in the Section 2 of Project Information Memorandum (Volume II).
- 2.1.4. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5. The Technical Bid should be furnished in the format at Appendix – V, clearly indicating the components as per Clause 3.4.4 in this RFP document and signed by the Bidder’s authorized signatory.
- 2.1.6. The Financial Bid should be furnished in the format at Appendix – VI, clearly indicating the Bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken in to account.
- 2.1.7. The Bid shall consist of [Grant or a Premium, as the case may be], to be quoted by the Bidder. [Grant /or Tipping Fee shall be payable by the Authority to the Concessionaire and the Premium /or Tipping Fee shall be payable by the Concessionaire to the Authority, as the case may be] as per the terms and conditions of this RFP and the provisions of the Concession Agreement.
- 2.1.8. The Bidder shall deposit a Bid Security equivalent to [about 1% (one per cent)] of the estimated project cost, i.e., Rs \*\*\*\*\* (Rupees \*\*\*\*\* ) in accordance with the provisions of

this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee, acceptable to the Authority.

- 2.1.9. The validity of the Demand Draft or Bank Guarantee, as the case may be, shall not be less than 120 (One Hundred Twenty) days from the Bid Due Date, and may be extended by the Bidder from time to time. The bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 120 (One Hundred Twenty) days from the Bid Due Date except in the case of the preferred [lowest/highest] Bidder.
- 2.1.10. 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.
- 2.1.11. 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.
- 2.1.12. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.13. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language only or the translated version of schedule language(s) of India in English.
- 2.1.14. The Bidding Documents including the RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.
- 2.1.15. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if;
  - i. such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not arise in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
  - ii. a constituent of such Bidder is also a constituent of another Bidder; or
  - iii. such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or

- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder.
- 2.1.16. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the Letter of Award (LoA) or (ii) execution of the Concession Agreement. In the event any such advisor is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the Letter of Award or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein or in the LoA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LoA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same.
- 2.1.17. The RFP is not transferable.
- 2.1.18. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.19. [Other Bid conditions will include \*\*\*\*]<sup>4</sup>
- [(a) The Bidder, in case it does not have the O&M experience specified in Clause 2.3.4 of the RFQ, by submitting its Bid, shall be deemed to acknowledge and agree that for a period of at least 5 (five) years from the date of commercial operation of the Project, it shall enter into an operations and maintenance agreement with an entity having the specified experience, failing which the concession agreement shall be liable to termination].

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

- 2.2.1. Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority during the Bid Stage, only where;
- a. the Lead Member continues to be the Lead Member of the Consortium;
  - b. the substitute is at least equal, in terms of the Technical Capacity and Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicant; and

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<sup>4</sup> Specific conditions of bidding or restrictions, if any may be stated here, as per the pre-qualification criteria specified in Section 2.3 of RFQ document, such as MSW O&M and/or MSW Construction experience and/or BOT experience in infrastructure sectors

- c. the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/ Member of any other Consortium bidding for this Project.
- 2.2.2. Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by Authority in writing.
- 2.2.3. The modified/ reconstituted Consortium shall be required to submit a revised Jt. Bidding Agreement before the Bid Due Date.

### **2.3. Change in Ownership**

- 2.3.1. By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was prequalified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who will own at least 26% each of the equity of the Concessionaire. The Bidder further acknowledges and undertakes that each of such Consortium Members shall continue to hold at least 26% of the equity of the Concessionaire until the Commercial Operation Date of the Project is achieved under and in accordance with the provisions of the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.
- 2.3.2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

## **2.4. Cost of Bidding**

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

## **2.5. Site visit and verification of information**

- 2.5.1. Prior to submitting the Proposal, the Bidder is advised to visit and examine the project site and its surroundings, obtain and ascertain for themselves all technical data, and other information necessary for preparing their Proposal (bid) including carrying out necessary technical surveys, field investigations, market & demand assessment (for waste processing), assets condition assessment etc. at its own cost and risk. Bidders are encouraged to submit their respective Bids after visiting the Project site/area to ascertain the ground situation, coverage, quality of assets or any other matter considered relevant by it. The Bidder shall be deemed to have full knowledge of the site conditions, whether physically inspected or not, if Bidder submits a Proposal for this project.
- 2.5.2. For the above purpose, the Bidders may approach the Authority for assistance during any site visit. The Bidders shall be responsible for all arrangements and shall release and indemnify the Authority and/or any of its agencies/consultants/advisors from and against all liability in respect hereof and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen due to this RFP. .
- 2.5.3. It shall be deemed that by submitting a Bid, the Bidder has:
- a. made a complete and careful examination of the Bidding Documents;
  - b. received all relevant information requested from the Authority;
  - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
  - d. satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
  - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time of performance of its obligations, loss of profit etc. from the Authority, or a ground for termination of the Concession Agreement; and
  - f. agreed to be bound by the undertakings provided by it under and in terms hereof.

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

## **2.6. Right to accept and to reject any or all Bids**

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

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

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

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

- i. invite the remaining Bidders to submit Bids in accordance with Clause 3.5.8 and 3.5.9; or
- ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

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



of the Authority, without prejudice to any right or remedy that may be available to the Authority.

- 2.6.4. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, the RFP or the Bidding Documents. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

## **B. DOCUMENTS**

### **2.7. Contents of the RFP**

- 2.7.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9

#### **Invitation for Bids**

|            |                             |
|------------|-----------------------------|
| Section 1: | Introduction                |
| Section 2: | Instructions to Bidders     |
| Section 3: | Evaluation of Bids          |
| Section 4: | Fraud and Corrupt Practices |
| Section 5: | Pre-Bid Conference          |
| Section 6: | Miscellaneous               |

#### **Appendices**

|     |   |
|-----|---|
| I   | Letter comprising the Bid                       |
| II  | Power of Attorney for signing of Bid            |
| III | Power of Attorney for Lead Member of Consortium |
| IV  | Anti Collusion Certificate                      |
| V   | Format for Technical Proposal                   |
| VI  | Format for Financial Offer                      |
| VII | Letter of Award                                 |

- 2.7.2. The Project Information Memorandum and draft Concession Agreement to be provided by the Authority as part of the Bid Documents as set out in Volume II and Volume III respectively shall be deemed to be part of this RFP.

### **2.8. Clarifications**

- 2.8.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail and should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders within the specified time therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the **right not to respond** to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification which will have material adverse effect on the bidding outcome.

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

## **2.9. Amendment of RFP**

2.9.1. At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda;

2.9.2. Any Addendum thus issued will be sent in writing to all the Bidders; and

2.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.10. Format and Signing of Bid**

2.10.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Those bids which are not in the required formats will be termed as “non-responsive”.

2.10.2. The Bid 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. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

### **2.11. Sealing and Marking of Bids**

2.11.1. The Bidder shall submit the Proposal in accordance with the guidelines prescribed in this RFP and ensure that the Proposal is complete in all aspects. The Authority reserves the right to reject Proposals that do not conform to the clause as prescribed in the various sections of this RFP.

2.11.2. The Proposal shall be submitted in two parts, viz., **a) Part I -- Technical Proposal and b) Part II – Financial Offer** as described below. The Financial Offer and all financial information should be contained in Part II only. Inclusion of any Financial Offer in other parts would lead to disqualification of the Proposal.

2.11.3. The Bidder shall submit **2 (two) copies of the Proposal** in separate envelopes marked ‘**Original**’ and ‘**Copy**’ respectively. In the event of any discrepancy between the original and the copy, the **Original** shall prevail.

2.11.4. The packing, sealing and marking of the Proposal should be done in envelopes as per the table and the instructions given below:

| <b>Envelope 1 – ‘ORIGINAL’</b> |  |
|--------------------------------|--|
| <b>Envelope A</b>              | <b><u>Part I – Technical -Proposal</u></b><br>1. Detailed Technical Proposal as per the format provided in Appendix – V; and<br>2. Bid Security ( <i>as specified in the Clause 1.2.5 above</i> ).<br><i>[In case Bid security is in form of Demand Draft, the Bidder shall write name &amp; contact details on back of the Demand Draft.]</i> |
| <b>Envelope B</b>              | <b>Part II – Financial Offer</b><br>1. Detailed Financial Proposal as per the format provided in Appendix – VI.  |
| <b>Envelope 2 – ‘COPY’</b>     |  |
| <b>Envelope A</b>              | <b>Part I – Technical Proposal (Copy)</b>  |
| <b>Envelope B</b>              | <b>Part II – Financial Offer (Copy)</b>  |

2.11.5. Each of the two parts of the Proposal (Original) should be hard-bound and enclosed in separate sealed envelopes with respective marking as shown below. These envelopes should be enclosed in another sealed envelope marked ‘**Envelope 1 - Original**’. Each of the two parts of the Proposal (Copy) should similarly be hardbound and enclosed in two separate sealed covers. These should be enclosed in another sealed envelope marked ‘**Envelope 1 – Copy**’.

2.11.6. The two envelopes specified in Clauses above shall be placed in an outer envelope, which shall be sealed. All the envelopes shall clearly bear the following identification:

**“Bid for an \*\*\*\*\* Project”**

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date shall be indicated on the right top corner of each of the envelopes

2.11.7. All envelopes, both outer and inner, should be addressed to:

Attention of:                      Mr. \*\*\*\*\*

Designation: \*\*\*\*\*  
Address: \*\*\*\*\*  
Fax No: \*\*\*\*\*  
E-mail Address: \*\*\*\*\*  
Phone Number: \*\*\*\*\*

- 2.11.8. The Proposal (in Original and Copy) shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder (Photocopy of the signature will not be accepted). The pages in Proposal should be numbered. Each page shall be initialed by an authorized signatory of the Bidder or an Individual, as applicable. All alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.
- 2.11.9. Bidders should strictly adhere to the formats prescribed in this RFP Document while submitting their Proposals. The Authority reserves the right to reject any Proposal, which does not meet this requirement.
- 2.11.10. The Authority expects Bidders to adhere to the sealing and marking instructions given above and assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted. If the envelope is not sealed and marked as instructed above, such Proposal, may, at the sole discretion of the Authority, be rejected.
- 2.11.11. Proposal must be in Hard Copies. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected summarily.
- 2.11.12. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the different annexure is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information.

## **2.12. Bid Due Date**

- 2.12.1. Bids should be submitted before 1600 hours IST on the Bid Due Date as set out in Clause 1.3 at the address provided in Clause 2.10.2 (v) in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11/7; and
- 2.12.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

## **2.13. Late Bids**

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.14. Contents of the Bid**

- 2.14.1. The Bid shall be furnished in the format at Appendix – I and shall consist of a [Grant or Premium, as the case may be,] to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the [Grant or Premium, as the case may be, required by him or offered by him, as the case may be] to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.
- 2.14.2. The Project will be awarded to the [Technically] qualified Bidder quoting the [highest Premium, and in the event that no Bidder offers a Premium, then to the Bidder seeking the lowest Grant].
- 2.14.3. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
- 2.14.4. The proposed Concession Agreement shall be deemed to be part of the Bid.

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

- 2.15.1. The Bidders may modify, substitute or withdraw its Bids after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Due Date.
- 2.15.2. The modification, substitution or withdrawal notice shall be prepared, sealed and marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.15.3. 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 the Authority, shall be disregarded and will be considered undesirable practice as specified in Clause 4.1.2.

## **2.16. Rejection of Bids**

2.16.1. The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

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

### **2.17. Validity of Bids**

The Bids shall be valid for a period of not less than 120 (One hundred Twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

### **2.18. Confidentiality**

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

### **2.19. Correspondence with the Bidder**

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

## **D. BID SECURITY**

### **2.20. Bid Security**

2.20.1. The Bidders shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee issued by a nationalized bank, in favor of the Authority (the “**Bank Guarantee**”) and having a validity period of not less than 120 (One Hundred Twenty) days from the Bid Due Date, as may be extended by the Bidder from time to time.

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

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

- 2.20.4. Same as provided in Clause 1.2.6 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the selected Bidder or when the Bidding Process is cancelled by the Authority.
- 2.20.5. The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.20.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as compensation/damages to the Authority in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.7. The Bid Security shall be forfeited and appropriated by the Authority as compensation and damages payable to the Authority for inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
  - b. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
  - c. In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.
  - d. In the case of Selected Bidder, if it fails within the specified time limit –
    - i. to sign the concession Agreement and/or
    - ii. to furnish the Performance Security within the period prescribed thereof in the Concession Agreement and/or
    - iii. to submit a detailed Project Implementation & Operation Plan (Format as set out in Schedule D in Concession Agreement) in line with the Technical plan submitted along with the Bid within 30 (thirty) or 60 (sixty) days from the issue of Letter of Award, as per the provisions of the Concession Agreement.

### **3. EVALUATION OF BIDS**

#### **3.1. Confidentiality**

- 3.1.1. The Authority shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. The Authority shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.
- 3.1.2. Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

#### **3.2. Clarifications**

- 3.2.1. To facilitate evaluation of Proposals the Authority may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing. If a Bidder does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 3.2.2. Bidders are advised that the evaluation of Proposals will be entirely at the discretion of the Authority. 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.
- 3.2.3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 3.2.4. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons.



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

- 3.3.1. The Authority shall open the Bids at 1600 hours on the Bid Due Date as set out in Clause 1.3, at the place specified in Clause 2.11.7 and in the presence of the Bidders who choose to attend.
- 3.3.2. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section 3.

### **3.4. Proposal Evaluation – Part I – Technical Proposal**

- 3.4.1. **Test of responsiveness** – As part of the evaluation, the Proposals shall first be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document. The Proposal would be considered to be responsive if it meets the following conditions:
- a. it is received as per the format at Appendix – I; and
  - b. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12; and
  - c. it is signed, sealed, hard bound and marked as stipulated in Clause 2.10 and 2.11; and
  - d. it is accompanied by the Bid Security amount as stipulated in Clause 2.17 and 2.1.8 above; and
  - e. it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.10 and 2.1.11, as the case may be; and
  - f. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
  - g. it does not contain any condition or qualification; and
  - h. it is not non-responsive in terms hereof.
- 3.4.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- 3.4.3. If found responsive, the Technical Proposal would be evaluated for adequacy of the same vis-à-vis requirements and conditions set out in the RFP.
- 3.4.4. **Technical Evaluation of Proposal** - The areas of scrutiny and the basis of marking for the Technical Evaluation are given below:

[Name of ULB or State Agency]

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| S. No. | Technical Evaluation – Areas of Scrutiny  | Weights    |
|--------|---|------------|
| 1      | Technical Plan – Collection, transportation & disposal of MSW in Project Area   | 20         |
| 2      | Technical Plan for Transfer Station(s) – during Construction and O&M            | 20         |
| 3      | Technical Plan for MSW Processing Facility(s) – during Construction & O&M       | 20         |
| 4      | Technical Plan for Sanitary Land fill Site(s) – during Construction and O&M     | 20         |
| 5      | Details of Professional Team to handle Project Site and Project Facilities      | 10         |
| 6      | Plan for sustainability of Project covering marketing aspects /sale of products | 10         |
|        | <b>TOTAL</b>  | <b>100</b> |

- 3.4.5. Only Bidders scoring more than [*in general in the range of 60 – 70*] marks in the Technical Evaluation would qualify for opening of Part II - Financial Offer. Part II – Financial Offer of Bidders not qualifying post evaluation of Part I-Technical Offer would be returned unopened to the Bidders.

### **3.5. Proposal Evaluation – Part II – Financial Offer**

- 3.5.1. The shortlisted Bidders adjudged as [responsive and technically qualified] at the end of the evaluation of Part I – Technical Proposal shall be notified and informed of the date and time of opening of Part II – Financial Offers.
- 3.5.2. Financial Proposal of short-listed Bidders who qualify after evaluation of Part I – Technical Offer shall be opened in the presence of the representatives of shortlisted Bidders, who choose to attend. The Financial Bid of the shortlisted Bidders shall be read out and recorded.
- 3.5.3. Financial Proposal of all the short-listed Bidders would be evaluated on the basis of the financial offer (the “**Financial Bid Parameter**”) as specified in **Clause 3.6 below** and the accompanying supporting information regarding assumptions underlying the Financial Quote as per the formats in **Appendix VI**.
- 3.5.4. A detailed evaluation of Financial Offer – Part II would be done to ensure that the Financial Bid Parameter quoted is free from computational errors. The Financial Offer having computational error(s) will be deemed as non-responsive.
- 3.5.5. The Financial Proposals would then ranked in [ascending or descending, as the case may be] order of the validated Financial Bid Parameter, with the Bidder quoting the [lowest Grant or highest Premium] shall be ranked First as [L1 or H1, as the case may be] and the Bidder quoting the second lowest Financial Bid Parameter shall be ranked Second as [L2 or H2, as the case may be] and so on.
- 3.5.6. The Bidder ranked First in accordance with the above procedure would be declared as the Preferred and/or Selected Bidder.
- 3.5.7. In the event that two or more Bidders quote exactly the same [lowest or highest] validated Financial Bid Parameter for the project, then the Authority reserves the right either to,
  - i. invite fresh Proposals from these Bidders; or
  - ii. take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process; or
  - iii. identify the selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.5.8. In the event that the lowest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid [lowest or highest, as the case may be] Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said [lowest or highest, as the case may be] Bidder in the second round of bidding, then the Bidder whose Bid was [lowest or highest, as

the case may be] as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder.

- 3.5.9. In the event that no Bidder offers to match the [lowest or highest, as the case may be] Bidder in the second round of bidding as specified in Clause 3.5.8, the Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except [lowest or highest, as the case may be] Bidder of the first round of bidding, or annul the Bidding Process, as the case may be..

### 3.6. **Bidding Criteria – Financial Bid Parameter<sup>5</sup>**

The technically qualified Bidders short-listed as per the provisions of Clause 3.4 shall be considered for evaluation of their financial proposal. [*The Financial Bid Parameter for the IMSWM Project depends on aspects like; (i) scope of Project, (ii) duration of the concession period, (iii) proposed PPP contract & risk allocation structure, (iv) probable revenue streams & revenue risks associated with the Project, and (v) financial viability of the Project.*] Following are broadly accepted and/or followed Financial Bid Parameters for IMSWM projects on build-operate-transfer format:

#### **i. Case I – Project Financially Not-Viable**

##### **a. Lowest Tipping Fee per MT of MSW from Authority**

- ✓ Tipping Fee per MT of MSW collected & transported to the gate of Transfer Station OR at Disposal Facility (*in case of integrated processing & disposal facility*) with pre-determined [annual or bi-annual, as the case may be] increment rate for the Tipping Fee; OR
- ✓ Levelised Value (LV) of the Tipping Fee per MT of MSW collected & transported to the gate of Transfer Station OR at Disposal Facility (*in case of integrated processing & disposal facility*) at the pre-determined discounted rate specified to all Bidders for the Concession Term; OR
- ✓ Levelised Value (NPV) of the [aggregate of tipping fee per MT of MSW (Collected & Transported plus Processed plus Sanitary Land filling) plus Fund requirement per year for maintenance activities related to closure of existing dump sites, if any] at the pre-determined discounted rate specified to all Bidders for the Concession Term.

##### **b. Lowest Grant from Authority (usually for part of Capital Investment need in MSW project components like development of Sanitary land fill with attached power generation facility and/or Processing facility with assured revenue streams) –**

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<sup>5</sup> The bidding parameter should normally be specified in a manner that requires the Bidders to quote a number (up to two decimal places) in paragraph 25 of Appendix – I.

- ✓ One time Grant (generally milestone based) requirement from the Authority to set up the Project Facilities; in case partial cost recovery is foreseen depending upon the revenue model (probable revenue streams) and concession period.

**ii. Case II – Project Financially Viable**

a. **Highest Royalty per MT of MSW**, payable to Authority

- ✓ Royalty per MT of MSW collected & transported to the gate of Transfer Station OR at Disposal Facility (*in case of integrated processing & disposal facility*) with pre-determined [annual or bi-annual, as the case may be] increment rate for the Tipping Fee; OR
- ✓ Levelised Value (LV) of the Royalty per MT of MSW transported to the gate of Transfer Station OR at Disposal Facility (*in case of integrated processing & disposal facility*) at the pre-determined discounted rate specified to all Bidders for the Concession Term; OR
- ✓ Levelised Value (LV) of the [aggregate of royalty per MT of MSW (Collected & Transported plus Processed plus Sanitary Land filling) plus royalty/fund requirement per year for maintenance activities related to closure of existing dump sites, if any] at the pre-determined discounted rate specified to all Bidders for the Concession Term.

b. **Highest Authorization Premium per Annum** to Authority

- ✓ Lump sum authorization Premium per annum to the Authority for utilization of the MSW for processing and/or recycling activities as the case may be, with pre-determined [annual or bi-annual, as the case may be] increment rate for the premium;

**3.7. Notification and Issue of Letter of Award**

- 3.7.1. The Preferred/Selected Bidder shall be notified in writing by the Authority as evidenced by issue of Letter of Award (LOA) to the Preferred Bidder. The format for the Letter of Award is enclosed as Appendix – VII in this RFP.
- 3.7.2. The successful Bidder shall confirm his acceptance of the LOA issued by the Authority within 7 (seven) days as evidenced by signing and sending a copy of the LOA issued. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder on account of failure of the Selected Bidder to acknowledge the LOA, and the next Bidder may be considered.
- 3.7.3. After the acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement within the period prescribed in Clause 1.3 or within such further time as the Authority may agree to in its sole discretion. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement

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

### **3.8. Right to Accept or Reject Proposal**

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

3.8.2. The Authority reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason

3.8.3. The Authority reserves the right to reject any Proposal if at any time:

- i. a material misrepresentation made at any stage in the bidding process is uncovered; or
- ii. the Bidder does not respond promptly and thoroughly to requests for supplement information required for the evaluation of the Proposal.

3.8.4. This would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the Preferred Bidder gets disqualified / rejected, then the Authority reserves the right to:

- a. declare the Bidder proposing the next lowest valid Bid Tipping fees as the Preferred Bidder and where warranted, invite such Bidder to equal or better the Financial Proposal submitted by such disqualified Preferred Bidder; or
- b. take any such measure as may be deemed fit in its sole discretion , including annulment of the bidding process.

### **3.9. Contacts during Bid Evaluation**

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

## 4. FRAUD AND CORRUPT PRACTICES

- 4.1.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Concession Agreement, the Authority shall reject a Bid, withdraw the LoA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.1.2. For the purposes of Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Surat Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - ii. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - iii. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

- iv. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



## **5. PRE-BID CONFERENCE**

- 5.1. Pre-Bid conferences shall be convened at the designated date, time and place. Only those parties who have been shortlisted during RFQ and purchased the RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of 5 (five) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2. During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for considerations of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 6. MISCELLANEOUS

- 6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at [Project City] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - a. suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b. consult with any Bidder in order to receive clarification or further information;
  - c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

**APPENDIX – I**  
**LETTER COMPRISING THE BID**

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

[The  
\*\*\*\*\*  
\*\*\*\*\*]

Dear Sir,

**Sub: RFP Reference No. \_\_\_\_\_ dated \_\_\_\_\_ for \*\*\*\*\* Project**

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

1. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project as explained in this RFP document.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
  - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
  - b. I/ We do not have any conflict of interest in accordance with Clauses 2.1.15 and 2.1.16 of the RFP document.
  - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 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, Centre or State; and

- d. I/ We here by certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, 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 Bidders, in accordance with Clause 2.6 of the RFP document.
9. I/ We believe that we/ our consortium/ proposed consortium satisfy(ies) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document and are/ is qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
14. 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 guidelines referred to above, we shall intimate the Authority of the same immediately.
15. [We acknowledge that our Consortium/ proposed Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who will own at least 26% of the equity of the Concessionaire and undertake that each of such Consortium Members shall continue to hold at least 26% of the equity of the Concessionaire until the Commercial Operation Date of the Project is achieved under and in accordance with the provisions of the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.]

16. [I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.]
17. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate itself as such prior to execution of the Concession Agreement.
18. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. I/We have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
21. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and draft Concession Agreement, our own estimates of costs and MSW generation and its characteristics and after a careful assessment of the site and all the conditions that may affect the Bid.
22. I/We offer a Bid Security of Rs.....(Rupees \_\_\_\_\_ only) to the Authority in accordance with Section 2.20 of this RFP document.
23. The Bid Security in the form of a Demand Draft (dd number; date: Bank Name: ) /or Bank Guarantee (strike out whichever is not applicable) is attached.

[Name of ULB or State Agency]

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24. 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 / Concession is not awarded to me/us or our Bid is not opened.
- 25. I/We hereby submit our Bid and [offer Premium and/or Tipping Fee to Authority in the form of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), OR Grant and/or Tipping Fee from Authority in the form of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), as specified in the Clause 3.6 of this RFP document] for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.**
26. I/We agree to keep this offer valid for 120 (One Hundred and Twenty) days from the Bid Due Date specified in the RFP.
27. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.
28. Provison for [ I/we have received all the clarifications issued by the authority]
29. I/we will abide by the terms and condition set forth in the draft Concession agreement and a copy of the same bearing initial of the undersign on every page is attached herewith.
30. Notwithstanding any qualification or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder/Lead Firm

## 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 bid for the \*\*\*\*\* Project proposed or being developed by the \*\*\*\*\* (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

[Name of ULB or State Agency]

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Witnesses:

1.

2.

Accepted

[Notarised]

(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.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*



## APPENDIX – III

### POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the \*\*\*\*\* (“the Authority”) has invited bids from pre-qualified and short-listed parties for 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 and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably 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 Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the

Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED

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**[Name of ULB or State Agency]**

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THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\*\*.

For \_\_\_\_\_

(Name & Title)

For \_\_\_\_\_

(Name & Title)

For \_\_\_\_\_

(Name & Title)

Witnesses:

1.

2.

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

**APPENDIX – IV**  
**FORMAT FOR ANTI-COLLUSION CERTIFICATE**

We hereby certify and confirm that in the preparation and submission of our Proposal for the properties listed below, 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 the instant Proposal.**

Dated this ..... Day of ....., 200\_

.....

(Name of the Bidder<sub>1</sub>)

.....

(Signature of the Authorized Person)

.....

(Name of the Authorized Person)

*Note:*

- 1. On the Letterhead of the Bidder*
- 2. To be executed by both members in case of Consortium*

## **APPENDIX - V**

### **FORMATS FOR TECHNICAL PROPOSAL**

In preparing the Technical Offer, Bidders are advised to review the RFP in full including the Project Information Memorandum and Draft Concession Agreement.

Bidders are requested to undertake required reconnaissance studies and field level studies required by the Bidder to ensure that their Technical Proposal addresses the issues and meets the requirements of the project as outlined in the RFP. Bidders are open to carryout independent studies to confirm the validity of the information provided in the RFP.

The Bidder shall submit a Technical Proposal setting out the approach to the Project. The Technical Proposal shall comply with the Construction Requirements and O&M Requirements as set out in Schedules of the Draft Concession Agreement. The design and approach for implementing the Project shall also be in compliance with the Applicable Law, including the MSW Rules.

**The Technical Proposal shall set out the following components:**

- a. Methodology Statement;
- b. Concept design for development of Project Facilities;
- c. PERT/CPM Chart;
- d. Resource Utilization Statement
- e. Area Allocation Statement
- f. Operations & Maintenance Scheme
- g. Project Schedule
- h. Environment, Health & Safety Policy and Practice

**a. Methodology Statement**

The Bidder shall provide a methodology statement, which broadly sets out the approach to the Project. The methodology statement shall include the Bidder's appreciation of the Project, the sequencing of activities to be performed, the facilities to be provided, design standards and basis for calculations of capital and operating costs. The methodology statement should clearly demonstrate the compliance of the approach to be adopted by the Bidder for the implementation of the Project to the minimum specifications set out in the Draft Concession Agreement.

**b. Process Flow Chart and Material Balance Statement**

The Bidder shall provide a process flow chart and a material balance statement setting out the activities and the outputs at each stage. The Bidder should indicate supporting calculations and assumptions, if any.

**c. Resource Utilization Statement**

A statement indicating the procurement, deployment and utilization of the resources shall be provided. The statement shall include proposed organizational structure, employee deployment, equipment procurement and utilization, contracting activities, utilization of office and other facilities.

**d. Area Allocation Statement**

The Bidder shall set out the area utilization plan for the Project Site and Project Facilities including the Transfer Station, Processing Facility, any other facilities and common areas etc.

**e. Operations and Maintenance Scheme**

The Bidder shall separately set out the operations and maintenance scheme for Project Site and Project Facilities. The maintenance (regular & emergency) schedules should also be indicated over the Concession Period.

**f. Time Schedule**

The Bidder shall indicate an Activity Schedule over the Concession Period including the Construction Activities and O&M Activities.

**g. Environment, Health & Safety Policy and Practice**

The Bidder shall indicate the environment, health and safety policy and practices, which are proposed to be adopted during the Concession Period. The aspects relating to employee and worker safety, control mechanisms of litter, pest, odor, fire, surface runoffs etc needs to be elaborated.

*The broad format for Technical Proposal is outlined below:*

**APPENDIX – V (A)**

**Technical Plan – Collection, Transportation & Disposal of Solid Waste in Project Site**

The Technical Plan shall comprise:

**1. Proposed Strategy**

- a. Process management diagrams for
  - i. Collection, Stacking , Segregation, and transportation of MSW;
  - ii. Cleaning & sweeping of roads, and other such activities envisaged under the Project.
- b. Detailed Methodology and/or Mechanism giving the entire O&M procedures and also the implementation plan for collection, transportation & disposal of MSW in the Project Site;
- c. Calculations and methodology for operations in two (one /or two shifts) with respect to collection, transportation & disposal of MSW in the Project Site;
- d. Proposed plan for communicating with the staff of service provider.

Service provider shall be required to submit a chart setting out the process flow for the activities envisaged.

**2. Timelines and frequency for carrying out and completion of various activities**

- a. Collection of MSW from various waste generators in the Project area
- b. Street sweeping and Bin cleaning including collection and/or street bins
- c. Transportation and disposal of MSW

| <u>Activity</u>  | <b>Frequency</b> | <b>Start Time</b> | <b>Completion Time</b> |
|--|------------------|-------------------|------------------------|
| Private player shall list out every activity to be carried out |                  |                   |                        |

**3. Infrastructure (bins, push carts, tools, equipment and vehicles) to be provided for execution of the Project.**

| <b>S.No</b> | <b>Equipment/ Implement</b> | <b>Quantity</b> | <b>Replacement Frequency</b> |              |                                    |
|-------------|-----------------------------|-----------------|------------------------------|--------------|------------------------------------|
|             |                             |                 |                              |              |                                    |
|             |                             |                 |                              |              |                                    |
| <b>S.No</b> | <b>Vehicle Type</b>         | <b>Numbers</b>  |                              |              | <b>Capacity in terms of Volume</b> |
|             |                             | <b>Owned</b>    | <b>Leased</b>                | <b>Total</b> |                                    |

[Name of ULB or State Agency]

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|   |  |  |  |  |  |
|---|--|--|--|--|--|
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |

*Bidder must provide calculations for travel time/distance and basis for providing the number of vehicles for transportation and disposal of solid waste in the Project Site*

**4. Equipment Mobilization and Deployment Plan:**

- a. Schedule for procuring, installing, deploying equipment including bins, pushcarts, ancillary equipment for source segregation, collection, transportation and disposal of MSW in the Project Site;
- b. The above Schedule shall also be submitted in a Bar Chart and PERT – CPM network format.

**5. Information, Education, and Communication (IEC) Awareness campaigns to be initiated**

- a. Number of campaigns envisaged; and
- b. Mode of implementing campaigns

**6. Mechanism for Grievance Redressal and/or Customer Service**

**7. Manpower Deployment for collection, transportation and disposal of MSW:**

- a. Calculation of manpower requirements;
- b. Details of proposed manpower and organization chart

| S.No | Staffing Aspect                  | Details |
|------|----------------------------------|---------|
| 1    | Total number of people deployed* |         |
| 2    | Type of Staff                    |         |
|      | <i>Operational Staff</i>         |         |
|      | <i>Supervisory Staff</i>         |         |
|      | <i>Any other</i>                 |         |

*\*Describing role and activities performed*

**8. Mechanism for addressing any emergency situation**

**9. Suggestions on improvements and additions to project components**

Bidders are requested to outline suggestions on improvements and additions to project components outlined in the RFP.

**10. Innovative measures proposed**

Bidders are requested to outline any additional improvements to project components outlined in the RFP in order to rationalize costs without affecting service levels.

**APPENDIX – V (B)**

**Technical Plan for Project Facilities including Transfer Station (Secondary Storage),  
MSW Processing Facility(s), and sanitary Land filling Site(s)**

**A. Technical Plan**

**Construction/Rehabilitation**

Bidders are requested to prepare a detailed step wise work plan for the Project Facility(s) including Transfer Station, MSW Processing Facility(s), and Sanitary Land fill Site(s) during construction. This should include the following

**1. Detailed Design & Specifications of Project Facilities:**

- a. Design of proposed capacity transfer station and MSW processing facility with detail calculations; and
- b. GA drawing of transfer station(s) and MSW processing facility(s) showing all the units complete in all respects; and
- c. Table giving List of plant, machinery and equipment along with detailed calculation, specification, catalogues, make and model, proposed quantity to be provided at transfer station(s) and MSW processing facility(s), and Sanitary Land fill Site(s).

**2. Construction and/or Rehabilitation Phasing:**

- a. The Bidder shall provide a detailed Construction and/or Rehabilitation Schedule consistent with the prescribed construction and/or rehabilitation period as specified in the Bid documents. The Bidder shall indicate the milestones and would describe when the various milestones of the Project will be achieved. This Construction Schedule shall form part of the Concession Agreement; and
- b. The Bidder shall also indicate the pre-conditions for achieving the milestones indicated in the Construction and/or Rehabilitation Schedule and significant conditions or events, which may delay achieving a milestone. The schedule shall also indicate identification and acquisition of major Clearances. The above schedule shall also be submitted in a Bar Chart and PERT –CPM network format; and
- c. Table giving List of all other civil works and facilities to be provided; and
- d. Detailed design, specifications and drawings of various civil and mechanical installations proposed in the Project Facilities; and
- e. Detailed design, specifications and drawings of various utilities proposed viz. Control room, Workshop facility, Leachate treatment system etc.



3. **Manpower and Equipment Mobilization & Deployment Plan** vis-à-vis the above construction schedule. This should include:

- a. Calculation of manpower requirement; and
- b. Details of proposed manpower and organization chart for Authorized person of company; and
- c. Details of equipment mobilization and deployment plan

The above plans should adhere to the overall timeframes for completion of construction and timeframe for Project Commissioning outlined in the Bid documents.

**B. Operation & Maintenance**

As part of the O&M Plan, Bidders should detail the specific activities that they intend to carry with respect to Operations and Maintenance to ensure that the service level obligations are met as set out in the draft concession agreement are maintained. Specifically, the O&M Plan should cover

1. Asset Management Plan;
2. Maintenance Plan/Schedule – regular and preventive of plant, equipment and vehicle;
3. Organizational Plan during maintenance;
4. Cost management covering power and consumables;
5. Stakeholder management, communication and grievance redressal;
6. Overall Project Quality Assurance; and
7. The Bidder must describe in detail how it proposes to meet the safety requirements and environmental standards.

## APPENDIX – V (C)

### Details of Expert Team to handle Project Site and Project Facilities:

#### 1. Details of the Required CVs to handle Project Site and Project facilities:

#### 2. Format for CVs of senior management staff

Proposed Position:

Name of Firm:

Name of Staff:

Date of Birth:

Years with Firm/Entity:

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

#### Key Qualifications:

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

#### Education:

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

#### Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

#### Languages:

*[For each language indicate proficiency: excellent, good, or fair in speaking, reading, & writing.]*

#### Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and me.

Date: *[Signature of staff member and authorized representative of the firm]* Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**APPENDIX - VI**

**FORMATS FOR FINANCIAL OFFER**

*(To be submitted separately on the Letter Head of the Lead Member)*

**Date:** \_\_\_\_\_

**To:**

[\*\*\*\*\*  
\*\*\*\*\*]

**Sub:** RFP Reference No. \_\_\_\_\_ dated \_\_\_\_\_ for \*\*\*\*\* Project

Dear Sir,

Having gone through this RFP document and the draft concession agreement and having fully understood the Scope of Work for the Project as set out by the Authority in the RFP document.

1. I/We are pleased to inform that I/We would charge /or pay the following Tipping Fees /or Royalty for carrying out the Project envisaged under the Scope of Work indicated in this RFP document.

| <b>Project Name</b>                                  | <b>Amount (INR per MT of MSW)<sup>6</sup></b> |                 |
|--|---|-----------------|
|  | <b>In Figures</b>                             | <b>In Words</b> |
| Development of an Integrated MSWM at [Project City]. |   |                 |

2. We confirm that the amount quoted above includes all taxes per MT of MSW Handled and no other payment is payable to us.
3. We confirm that in case of discrepancy in Figures and Words for the Amount Quoted the [Lowest or the amount in words] will be considered.
4. We confirm that the Financial Proposal conforms to all the terms & conditions stipulated in the Request for Proposal (RFP) Document.
5. We confirm that our Financial Proposal is FINAL in all respects and contain No conditions.

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<sup>6</sup> To be kept in line with the Financial Bid Parameter identified as the project structure as specified in the Clause 3.6 of this RFP document.

**[Name of ULB or State Agency]**

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6. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
7. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to Design, Build, Finance, Operate, Maintain and Transfer the Project, in the event that we are finally selected.

Yours Faithfully,

For an on behalf of (name of bidder)

Duly signed by the Authorised signatory of the Bidder

(Name, Designation and Address of the Authorized Signatory)

*Note: Bidders to note the following while filling-up the Financial Offer*

- *The price bid shall necessarily include the assumptions made by the Bidder while arriving at the quoted financial offer.*
- *The Bidder has to provide details of calculations made in arriving at this financial offer. The committee may examine the details provided and ask for additional information, if required.*
- *The bidder should quote value for each head i.e. transportation, processing & disposal and closure of dumpsites either royalty or fees.*
- *The values in financial proposal shall be neatly typed and covered with a transparent adhesive tape. Any hand written financial proposal or with overwriting shall be liable for rejection.*
- *The quoted amount must include two places of decimals.*
- *The bidder who offers maximum royalty will be ranked as or asks for minimum fees will be ranked.*

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## **APPENDIX – VI (A)**

### **(Assumptions Project Cost)**

Bidders would be required to submit information on key assumptions for the Project (Key Assumptions) based on their estimates of various parameters pertaining to the Project. Key Assumptions must include information on the following:

1. Project Cost Estimates – Component wise break-up for the Project with detailed cost heads

- Base Construction Cost as on Proposal Due Date
- Contingencies
- Details of Preliminary Expenses
- Details of Pre-Operative Expenses

2. Estimated Total Project Cost as on COD

3. Capital Structure

- Debt-Equity Ratio
- Equity Capital
- Debt Funding
- Quasi-equity, if any

4. Terms of Debt and Quasi-equity

- Interest Rate
- Maturity

5. Economic Assumptions

- Inflation Rate
- Exchange Rate, if any

6. O&M Cost Estimates as on Proposal Due Date – Component wise break-up

- Annual Manpower Costs (details on number of operators, supervisors etc)
- Routine Annual Maintenance Costs
- Periodic Annual Maintenance Costs
- Annual Power requirement and Costs
- Annual Consumable Costs

7. Other Costs and Charges

- Establishment Cost
- Depreciation Rates
- Revenue Generation from sale of products/by-products

8. Taxation Assumptions

- Tax rates
- Tax benefits

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**APPENDIX – VII**  
**LETTER OF AWARD**  
*[Letter Head of the Authority]*

**Letter No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

To:

(Name and Address of the Preferred Bidder)

Dear Sir,

Subject: Letter of Award for development of \*\*\*\*\* Project on BOT basis.

Ref: Financial Offer opening for \*\*\*\*\* Project dated (date).

1. This in reference to the Detailed Technical and Financial Project Proposal submitted by (Name of the firm/ consortium) in response to the Request for Proposal issued to your firm/ consortium on ..... (date).
2. Following the submission of Project Proposal submitted by your firm/ consortium on the (Date), the proposal was considered and evaluated by the Bid Evaluation and/or Tender Committee constituted this purpose for \*\*\*\*\* Project. Several clarifications and discussions have also been conducted with your firm/ consortium between (Months), 20XX.
3. Following this process, the Authority is pleased to inform you that your firm/ consortium has been selected as the “Successful Bidder” (as per section provisions of the RFP document) for \*\*\*\*\* Project at a [Financial Bid Parameter, as specified in Clause 3.6 of the RFP document] in Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
4. This letter is intended to convey the Authority’ acceptance of your proposal at the [Financial offer] quoted above. Accordingly, you are hereby requested to acknowledge the receipt of this letter within 7 (seven) days of receipt.
5. The LOA and award of work is subject to the terms and conditions set out in the RFP issued to you and would further be subject to the conditions set out in the Concession Agreement to be executed between the Authority and your firm/ consortium.

**This ‘Letter of Award’ is based on the following conditions:**

1. (Bidder Name) shall enter into a Concession Agreement with the Authority at the earliest [to be specified by the Authority], detailing the Terms & Conditions of implementing and managing the Integrated Municipal Solid Waste Management project at [Project Area and/or City] through build-operate-transfer (BOT) format;

**[Name of ULB or State Agency]**

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2. [Bidder Name] shall furnish the Authority a Performance Guarantee equal to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time of signing the Concession Agreement or within 60 (sixty) days from the date of this Letter of Award, whichever is earlier. The Bid Security furnished by you for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) will be returned at the time of submission of the Performance Guarantee. The Performance Guarantee shall be retained by the Authority during the Concession period as indicated in the RFP;
3. [Bidder name] shall be governed by the Terms and Conditions stated in the RFP and Concession Agreement. [Bidder name] shall not attach any condition on any of its obligations as stipulated in the RFP document and Concession Agreement; and
4. [Bidder name] shall submit a detailed Project Implementation & Operation Plan in line with the Technical Proposal submitted along with Bid documents within 30 (thirty) or 60 (sixty) [at the sole discretion of the Authority] days of issue of Letter of Award for the Authority approval.

Kindly be informed that this communication by itself does not create any rights or contractual relationship with the Authority. Any such right or relationship shall come into effect only after the approval of the Authority, furnishing the Acceptance of LOA and Performance Security by your firm/ consortium as per the terms of the RFP, and the execution of the Concession Agreement.

This letter is awarded in duplicate. The duplicate copy of this letter may be signed and returned along with the Letter of Authority authorizing the person to sign on behalf of [bidder name], as a token of acceptance of the above terms & conditions.

We look forward to a mutually fruitful relationship.

With best regards,

[The Authority Name & Address]

**We confirm that the terms and conditions outlined in this Letter of Award are acceptable to us**

Signature:

Name:

Designation:

Date & Seal: