

[THE ULB OR STATE AGENCY]

TENDER NOTICE NO:

Model Request for Proposal for Options on

- 1. MSW Integrated Processing & Disposal Facility /OR*
- 2. MSW Processing Facility /OR*
- 3. MSW Collection & Transportation /OR*
- 4. Mechanized Refuse Transfer Station*

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 & on award of concession.

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

REQUEST FOR PROPOSAL

The ULB or State Agency plans to enter into a 'BUILD-OPERATE-TRANSFER' contract with an identified Private Sector Provider to implement the “**Project¹**”. The period of the contract will be of [] years. The ULB /or state agency is inviting Proposals from the interested Parties as per the laid out norms in Request for Proposal (RFP). The RFP is organized in three volumes as given below:

1. **VOLUME I** : **INSTRUCTION TO BIDDERS (ITB)**
2. **VOLUME II** : **PROJECT INFORMATION MEMORANDUM (PIM)**
3. **VOLUME III** : **DRAFT TERM SHEET TEMPLATE²**

Prospective Bidders are advised to read the 3 (three) volumes in conjunction and are advised to comply with the terms & conditions for submission of their Proposal as defined in this RFP document. The RFP can be purchased at the office of the Authority [ULB /or state agency] by paying an amount of Indian Rupees (INR)..... (Indian Rupees **** only) in the form of a Demand Draft in favor of the Authority [Head of ULB /or stage agency], payable at [Project City]. The RFP will also be available for download free of cost from website [ULB /or state agency] between [date] and [date]. Those downloading the document must submit the amount of Indian Rupees (INR)..... (Indian Rupees ***** only) along with the bid document. Those downloading the document from the website must notify in writing to the Authority [ULB or state agency] about their intention of participation.

The Private Service Provider would be selected through an [National/International] Competitive Bidding Process. A “**Single-Stage**” process would be followed for determining the Preferred Bidder i.e. there will not be any separate pre-qualification stage for short listing of bidders. Selection of successful Bidder would be through evaluation of the Proposals which are to be submitted by prospective Bidders in three parts as described below:

1. **PART I** : **RESPONSE TO QUALIFICATION REQUIREMENT**
2. **PART II** : **TECHNICAL OFFER**
3. **PART III** : **FINANCIAL OFFER**

All queries regarding the Project may be submitted in writing to:

Name :
Address :
Phone :
Fax number :

¹ Project means any one of the 4 (four) options; (i) Processing alone, (ii) Integrated Processing & Disposal, (iii) Collection & Transportation, and (iv) Mechanized Refuse Transfer Station

² The model bid documents include term sheet template outlining the key clauses & conditions, which would form the basis for preparing a draft concession agreement by the ULBs to be attached as Volume III of this RFP

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]

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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1. INTRODUCTION

1.1. Background

1.1.1. The [ULB /or State Agency]³ (herein after the ‘**Authority**’), providing municipal services to over a [] citizens in the [Particular] City, is desirous of implementing the Project, (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.

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 the following [*detailed scope of work outlined in project information memorandum document attached as Volume II of this Bid document*]

Option-1: Integrated Processing & Disposal Facility

- Establish a processing facility to process MSW, including aerobic composting and other suitable and viable options such as RDF, Biomethanation etc, and operations & maintenance of the same. [*The bidder may be entitled to switch over to the technologies according to the viability of the implementation of the Project commercially*];
- Construction & Development of scientifically designed Sanitary Landfill Facility (SLF) and operations & maintenance of the same for the disposal of inert in line with MSW Rules 2000;
- Excavate the existing mixed compacted garbage which underwent biological degradation in the land portion allocated/earmarked by the Authority and sieving them by Mechanical sieving machine or any other equipment, and segregate the excavated garbage in the land portion earmarked, and selling/diverting for recycling/marketing & recycling the excavated materials **OR** only closure of existing dumpsites (XX nos.) at site(s) [location details];
- To ensure that the Project meets stipulated pollution norms & guidelines and that the municipal solid waste is handled & managed in compliance with the MSW (Handling and Management) Rules 2000 and the guidelines of the manual on solid waste management published by CPHEEO, MOUD, BIS etc

³ All provisions within square parenthesis may be suitably modified based on project-specific requirements.

Option-2: MSW Processing Facility

- Establish a processing facility to process MSW, including aerobic composting and other suitable and viable options such as RDF, Biomethanation etc.; and operations & maintenance of the same. [*The bidder may be entitled to switch over to the technologies according to the viability of the implementation of the Project commercially*];
- Procurement of Bulk Refuse Carriers and transportation of MSW through Bulk Refuse Carriers from processing facility to disposal site;
- To ensure that the Project meets stipulated pollution norms & guidelines and that the MSW is handled & managed in compliance with the MSW (Handling and Management) Rules 2000 and the guidelines of the manual on solid waste management published by CPHEEO, MoUD, BIS etc

Option-3: Collection & Transportation

- Primary collection of MSW with door-to-door collection of waste
- Segregation of MSW at source
- Collection & transportation of segregated waste without mixing
- Road sweeping including collection, removal, transportation and disposal of road dust
- Separate transportation of MSW collected during road sweeping to the dumping ground
- Transportation of the silt deposited during de-silting of Storm Water Drains as and when directed
- All services in the proposed zones must conform to the provisions of Municipal Solid Waste (Management & Handling) Rules 2000 as amended from time to time
- Providing manpower and Collection, Segregation and Transportation machinery (including but not limited to vehicles and bins) to conform to the specifications provided in work specifications of the Draft Contract, for different road widths and standards to enable collection, segregation, and transportation from the Project Area.
- Providing required number of vehicles with operator/drivers for collection, segregation and transportation of solid waste such as small/medium/large capacity compactors, and skip loading vehicles etc.
- Providing for other facilities specifically stated in the concession agreement including manpower for monitoring and grievance redressal, bin washing service and facilities for labor like gloves and uniform

Option-4: Mechanized Refuse Transfer Station

- Construction and development of Mechanized Refuse Transfer Station (MRTS) of [] TPD capacity at [Project Site], and operations and maintenance of the same during the concession period.
- Bidder shall provide adequate nos. of hook-lift brand new vehicles of reputed make after approval of the Authority, having GVW not more than [] MT. These vehicles shall be used for transportation of container with compacted refuse from the transfer station to the assigned site [disposal site /or processing site, as the case may be].
- The Concessionaire shall provide [] numbers Refuse Transfer Station Compactor unit to cater the load of at least [] MT per day and design the transfer station accordingly.
- The Transfer Station Compaction unit shall have hydraulically operated container handling unit to align the container & Refuse Transfer Station Compactor unit in proper position to avoid spillage of waste during compaction.
- The compaction unit and container handling unit shall be the proven and established product of the principle manufacturer and shall be tested for relevant characteristics like cycle time, minimum and maximum pressure and pump capacity.
- The Concessionaire shall provide one weigh bridge, having capacity of not less than [XX] MT and shall ensure that the weightment of outgoing vehicles shall not exceed “GVW – Gross Vehicular Weight” of the vehicle.

1.1.4. The Authority intends to implement the Project through a **Public-Private-Partnership**, by awarding a []-year **Concession** on a **Build-Operate-Transfer** format to a private operator, identified and selected through an [National/International] Competitive Bidding process.

1.1.5. [The project would be implemented through a Special Purpose Vehicle (Project SPV) set up by the Preferred Bidder after an issue of Letter of Award (LoA) by the Authority. The Preferred Bidder would bring in investment required to meet its obligations under the Project (as per terms of the Concession Agreement)].

1.1.6. The [Private Service Provider /or Project SPV] would be [required to pay to the Authority /or get compensated by the Authority] on the basis of [Financial Parameter detailed out in the Clause 5.5.3 (“Bidding Criteria”) below in this RFP document] in Rs per MT of waste quoted by the Preferred Bidder. As part of the Concession terms, the Authority would provide minimum assured waste commitment for [] TPD of Municipal Solid Waste (MSW).

1.1.7. The Bid Tariff (in case the Authority is required to pay tipping fee per MT of waste) would be subject to an annual indexation (based on a pre-set formula provided in the Concession Agreement) to reflect increase in O&M costs. The details of the terms of payment and tariff review are covered in Volume III of the RFP.

- 1.1.8. Bidders are requested to refer to read all the three volumes of the RFP. In the event of discrepancy between the documents, the terms in the Volume III shall prevail.
- 1.1.9. 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.
- 1.1.10. 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 Bidding Documents include the Instructions to Bidders, Project Information Memorandum and Draft Concession Agreement⁴ for the Project attached as Volume I, 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.
- 1.2.2. The Bid Document shall be available from the office of the Authority as per the Clause 3.6.2 from [Date] to [Date] up to [] hours on payment of non-adjustable & non-refundable Rs. [] (Indian Rupees ***** only) [*generally in the range of 0.01%-0.02% of the estimated project cost*] through a Demand Draft. Bidders can also download the RFP from website [ULB /or state agency]. Those downloading the document must submit an amount of Rs. [] (Indian Rupees ***** only) along with the Bid document. Those downloading the document from the website must notify in writing to the Authority about their intention of participation.
- 1.2.3. The selection of the Preferred Bidder for this project is envisaged through a single-stage process involving evaluation of **three-part Proposals** received from Bidders covering:

- | | | |
|--------------------|----------|--|
| 1. PART I | : | RESPONSE TO QUALIFICATION REQUIREMENT |
| 2. PART II | : | TECHNICAL OFFER |
| 3. PART III | : | FINANCIAL OFFER |

⁴ Draft Concession Agreement is to be prepared by the ULB in accordance with the key clauses & conditions outlines in the Term Sheet Template provided in this RFP document as Volume III.

1.2.4. The selection of Bidder is envisaged through in 3 (three) steps in line with the Evaluation process described in ‘Volume I – ITB’ of the RFP.

- i. The **first step** involves opening and evaluation of **Part I – Response to Qualification requirement** from the Proposals submitted within the Proposal due date. Pre-Qualification will be based on the documents received from Bidders in response to the qualifying criteria laid down in Section 4.4 of this document. The Technical and Financial Offers of Bidders, who do not qualify at this step, will be returned unopened.
- ii. The **second step** involves opening and evaluation of **Part II - Technical Offers** of the Proposals of Bidders qualified at the end of first stage, against the criteria laid down in the Section 4.5. Financial Offers of Bidders, who do not qualify this step, will be returned unopened.
- iii. The **third step** involves opening and evaluation of **Part III - Financial Offers** of the Proposals of those Bidders whose Technical Offers have been qualified and who have submitted the Financial Offer in accordance with criteria laid down in Section 4.6 of this RFP document.

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

1.2.10. 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:

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

1.3. Schedule of bidding process

The Authority shall endeavor to adhere to the bidding schedule:

S No	Event Description	Estimated Date
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 Part I – Response to Qualification requirements	+ 60 days
7	Opening of Part II – Technical Offer of short-listed Bidders	+ 75 days
8	Opening of Part III – Financial Offer of technically qualified Bidders	+ 90 days
9	Issue of Letter of Intent (LOI) to preferred Bidder	+ within 45days of Bid Due date
10	Issue of Letter of Award to Project SPV /or Preferred Bidder	+ within 30 days of issue of LoI
10	Signing of the Contract	+ within 30 days of award of LoA

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

1.4. Contents of Request for Proposal (RFP)

1.4.1. The Authority is hereby inviting Proposals from interested Bidders through this RFP. The RFP is organized in 3 (three) volumes as given below:

- 1.VOLUME I : INSTRUCTION TO BIDDERS (ITB)**
- 2.VOLUME II : PROJECT INFORMATION MEMORANDUM (PIM)**
- 3.VOLUME III : DRAFT TERM SHEET TEMPLATE**

1.4.2. This document contains Volume I – Instructions to Bidders of the RFP which is one part of the entire RFP. Bidders are advised to read and review the information contained in all the three volumes of the RFP taken together and adhere to terms and conditions prescribed while submitting their Proposals

1.4.3. Bidders may note that the Authority will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

1.5. Clarifications on RFP and Pre-Bid Meeting

1.5.1. Prior to the Pre-Bid meeting, Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and other conditions as specified in the RFP documents. Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post or by fax or by e-mail to [mail id] before [date]. The communications shall clearly bear the following identification/ title: "Request for Information - RFP for ***** Project".

1.5.2. The Authority proposes to hold a Pre-Bid meeting, on [date] at [time] at the [location/venue] to discuss issues related to the Project with all the prospective Bidders. The Authority at its discretion may also hold further discussions with the prospective Bidders to finalize the technical and/or commercial parameters and other related issues for the Project, before submission of the Proposals, which would be common for all the Bidders.

1.5.3. The Authority shall endeavor to respond to the queries within 15 (fifteen) days prior to the Proposal Due Date. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion. 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. The Authority will not respond to the question raised by Bidder if it is going to affect the outcome of the bidding process as well as affect the different qualification criteria in this

bidding document. The Authority will forward all the queries and its responses to all Bidders who have downloaded the RFP document and notified it to the Authority.

1.5.4. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek written clarifications from any Bidder regarding its Proposal through email or fax. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. 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 that of its advisors. The Bidder shall be barred from subsequently questioning such interpretation of the Authority.

1.5.5. The Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal.

1.6. Amendment of RFP

1.6.1. At any time prior to the deadline for submission of Proposal, 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 Addendum to the RFP. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders.

1.6.2. Any Addendum thus issued will be sent in writing to all those who have purchased the RFP. All clarifications & interpretations issued by the Authority shall be deemed to be part of RFP.

1.6.3. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

1.6.4. 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 Proposal Due Date.

2. GENERAL CONDITIONS

2.1. General responsibilities of Bidding

- 2.1.1. As far as possible, the Bidder shall consider information provided in the RFP for preparing the Technical and Financial Offers. However it is strongly recommended to the Bidders to carry out their own due diligence based on their own inputs for submission of Proposals. The details of the Project, given in this RFP are based on the preliminary studies undertaken on behalf of the Authority by its independent consultants and advisors. Bidder shall be wholly responsible for all the details and basis of its Proposal, the physical and site conditions, the execution methodology, etc. In essence, after the Proposal is submitted, the Bidder shall be responsible for all assumptions of the data, which forms the basis of the Proposal and no claims shall lie regarding the veracity of the data or designs and drawings given in the various sections and volumes of the RFP documents
- 2.1.2. 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, demand and other information necessary for preparing their Proposal including carrying out necessary technical surveys, field investigations, market & demand assessment, etc. at its own cost and risk. 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.
- 2.1.3. 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 or Project.
- 2.1.4. The Proposals would be evaluated based on the details and data furnished in the Proposal. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. The Authority or any of its consultants and/or advisors reserves the right to verify any or all information submitted by the Bidder. The Authority's decision regarding any Bidder's eligibility or otherwise shall be final and binding and the Authority or any of its consultants and/or advisors would be under no obligation to inform any Bidder of the grounds of such decision.
- 2.1.5. Bidders shall provide evidence of their continued eligibility; in accordance with the "Prequalification requirements" which is satisfactory to the Authority. The Authority may request additional information from the Bidder till signing of Concession Agreement. A Bidder may be disqualified if it is determined by the Authority at any stage of the bidding process that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the Prequalification requirement. Supplementary information or documentation regarding qualifications may be sought from the Bidders at any time and must be provided within time

frame period stipulated in such requests. If the Bidder is unable to provide the information within the stipulated timeframe then the Bidder may be disqualified.

- 2.1.6. To assist in the examination, evaluation, and comparison of Proposals, the Authority may, at its discretion, ask any Bidder for clarification. The Authority may utilize the services of any consultant or other advisor of the Bidder for the examination and evaluation of Bidders, Technical Offer and Financial Offer as per the due diligence process. However, clarifications if any required from Bidder, shall be in writing (typed and duly signed by authorized signatory) and shall be communicated by the Bidder to the Authority.
- 2.1.7. Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the “Preferred Bidder” has been announced. Any effort by a Bidder to influence the Authority or any of its consultants and/or advisors processing of Proposals or award decisions may result in the rejection of the Proposal.
- 2.1.8. The Authority or any of its consultants and/or advisors will check Bids determined to be substantially responsive for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the amount in words will govern. In case of difference between original and copies, the information/data/Proposal provided in the original would be considered correct and binding. Any such corrections made by the Authority shall be considered as binding upon the Bidder and will be duly notified to the Bidder in writing. If the Bidder does not accept the corrections in Proposal, the Authority may reject the Proposal and forfeit the Bid Security.
- 2.1.9. It would be deemed that prior to the submission of the Proposal, the Bidder has
- i. Made a complete and careful examination of requirements and other information set forth in this RFP document;
 - ii. Received all such relevant information as it has requested from the Authority; and
 - iii. Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - a. The Project Site, existing facilities and structures;
 - b. The conditions of the access of site and utilities in the vicinity of the Project Site;
 - c. Conditions affecting transportation, access, disposal, handling and storage of the materials;
 - d. Clearances obtained for the Project;
 - e. All other matters that might affect the Bidder’s performance under the terms of this RFP; and
 - f. Acquiring itself with local/central laws and rules & regulations thereto as well as other applicable rules and regulations relevant of the Project.

2.2. Fraud and Corrupt Practices

2.2.1. 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.

2.2.2. For the purposes of Clause 2.2.1, 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 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;
- i. **“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;
- ii. **“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

- iii. “**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.

3. CONTENTS AND SUBMISSION OF PROPOSAL

3.1. Cost of Proposal

The Bidder shall bear all costs associated with the preparation and submission of its Proposal, including data collection, analysis, design, etc. Neither the Authority nor any of its consultants and/or advisors will be responsible or liable for all such costs, regardless of the conduct or outcome of the bidding process.

3.2. Language and Currency

3.2.1. The Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language (According to UN Charter or Indian Constitution) provided that they are accompanied by appropriate translations of the pertinent passages in the English language (Transliteration is not allowed). Supporting materials, which are not translated into English, may not be considered for fixing the qualification criteria. For the purpose of interpretation and evaluation of the Proposal, the English language translation (no transliteration is allowed) shall prevail.

3.2.2. The currency for the purpose of the Proposal shall be Indian Rupees only. In case the conversion is required, the conversion to the currency shall be based on the exchange rate (RBI Reference Rate) as was applicable exactly 7 (seven) days prior to Proposal Due Date (for e.g., if the bid due date is 15th June 2009, then the exchange rate (RBI reference rate) as on 8th June 2009 shall apply). In all such cases, the original figures in the relevant foreign currency and the Proposal currency equivalent thereof must be given. The date used and exchange rate thereof shall be clearly stated. The Authority reserves the right to use any other suitable exchange rate for the purposes of uniformly evaluating all Bidders.

3.3. Number of Proposals

3.3.1. A Bidder shall submit only one Proposal as part of this bidding process (either individually or as part of Consortium of entities). Any entity that submits or participates in more than one Proposal will cause all the Proposals in which the entity has participated to be disqualified.

3.4. Eligibility and Pre-qualification

3.4.1. Bidders submitting their Proposals shall meet the eligibility and pre-qualification requirements detailed in **Section 4** below.

3.4.2. The Bidder shall submit the Proposal in accordance with the guidelines prescribed below and ensure that the Proposal is complete in all aspects. ULB reserves the right to reject Proposals that do not conform to the guidelines prescribed.

3.5. Bid Security

- 3.5.1. 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.
- 3.5.2. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 3.5.3. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 3.5.4. The **Bid Security** of every unsuccessful Bidders would 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 or within a period of 60 (sixty) days from the date of issue of Letter of Intent by the Authority to the successful Bidder.
- 3.5.5. 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.
- 3.5.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as compensation/ damages to the Authority in any of the events as specified in section 2 of this RFP document. 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.
- 3.5.7. 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 2.2 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 in line with the Technical plan submitted along with the Bid within [30 /or 60] days from the issue of Letter of Intent/Award, as per the provisions of the Concession Agreement].*

3.6. Submission of Proposals – Instructions

3.6.1. 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 guidelines prescribed.

3.6.2. The Proposal shall be submitted in three parts, viz., **a) Part I – Response to Pre- Qualification requirements b) Part II - Technical Offer and c) Part III – Financial Offer** as described below. The Financial Offer should be contained in Part III only. Inclusion of any Financial Offer in other parts would lead to disqualification of the Proposal.

- i. The Bidder shall submit **two copies of the Proposal** in separate envelopes marked **‘Original’** and **‘Copy’** respectively. In the event of discrepancy between the original and the copy, the **Original** shall prevail.
- ii. The packing, sealing and marking of the Proposal should be done in envelopes as per the table and the instructions given below.

Envelope 1 – ‘ORIGINAL’	
Envelope A	Part I – a) Response to Eligibility and Pre-qualification requirements; AND b) Bid Security (as defined in clause 3.5.1); AND c) Fees for RFP (as defined in clause 1.2.2)
Envelope B	Part II – Technical Offer
Envelope C	Part III– Financial Offer
Envelope 2 – ‘COPY’	
Envelope A	Part I – Response to Eligibility & Pre-qualification requirements (Copy)
Envelope B	Part II – Technical Offer (Copy)
Envelope C	Part III – Financial Offer (Copy)

- iii. Each of the three parts of the Proposal (Original) should be hard-bound and enclosed in

three separate sealed envelopes with respective marking namely – ‘**Envelope A - Part I – Response to Qualification requirement and Bid Security**’, ‘**Envelope B - Part II – Technical Offer**’ and ‘**Envelope C - Part III – Financial offer**’.

- iv. These three envelopes should be enclosed in another sealed envelope marked ‘**Name of the Project**’ – **Original**’.
- v. Similarly, each of the three parts of the Proposal (Copy) should be hardbound and enclosed in three separate sealed covers. These should be enclosed in another sealed envelope marked ‘**Name of the Project - Copy**’.
- vi. All envelopes, both outer and inner, should be addressed to;

Name of the Official:

Designation of the Official:

Address:

- vii. The Proposal (in Original and Copy) shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder. 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.
- viii. Bidders should strictly adhere to the formats prescribed in this RFP Document while submitting their Proposals. ULB reserves the right to reject any Proposal, which does not meet this requirement

3.6.3. 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.

3.6.4. Proposal must be in Hard Copies. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

3.6.5. 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.

3.7. Submission of Proposals – Content and Formats

A. Part I – Response to Pre-Qualification requirement

3.7.1. ‘**Part I – Response to Eligibility and Pre-Qualification requirements**’ of the Proposal shall include the following contents in the formats prescribed and enclosed as Annexure and listed below:

Contents of Part I – Response to Pre-Qualification Requirements	
Format	Content
	Bid Security (<i>as defined in clause 3.5.1</i>)
	Fees for RFP (<i>as defined in clause 1.2.2</i>)
Form I	Covering Letter for Proposal Submission
Form II	Details of Bidder / Bidding Consortium
Form III	Power of Attorney of Authorized Signatory of Bidder
Form IV	MoA (<i>in case of Proposal submitted by a Consortium</i>)
Form V	Power of Attorney of Lead Member (<i>for Consortium Proposal</i>)
Form VI	Format for Board Resolution of Bidder/Bidding Consortium Members
Form VII	Format for Non-criminality
Form VIII	Format for Anti-Collusion certificate
Form IX	Details and Proof of Technical Capacity
Form X	Details and Proof of Financial Capacity

3.7.2. The fees for the RFP documents (if downloaded from the website) and Bid Security should be submitted along with Part I in accordance with clause 1.2.2 and 3.5.1 respectively.

B. Part II – Technical Offer

3.7.3. ‘Part II – Technical Offer’ should include the following contents in the formats prescribed and enclosed as Annexure and listed below:

Format	Content
Form XI	Formats for Technical Proposal
Form XII	Technical Plan for Project Facilities – Work Plan & Project Implementation arrangements – during Construction and O&M
Form XIII	Details of Expert Team with curriculum vitae attached

C. Part III – Financial Offer

3.7.4. ‘Part III – Financial Offer’ shall include the following contents in the formats prescribed and enclosed as Annexure and listed below:

[The “Financial Offer” may also be asked to arrive at as an output from the Financial Model (in MS Excel) to be enclosed along with this RFP document, as the case may be]

Format	Content
Form XIV	Formats for Financial Offer
Form XV	Assumption Break-up Sheet – Detailed Break-up of Operating Costs & Revenues
Form XVI	Outputs – Cash Flows & Pre-tax Project IRR (if applicable)

3.8. Proposal Due Date and Validity period

- 3.8.1. Proposals shall be submitted before [] hours IST on at the following address: [*****] adhering to the terms and conditions outlined in this RFP.
- 3.8.2. Bidders shall obtain a signature of the designated authority(s) on a copy of Form 1A – Covering letter as a mark of acknowledgment of receipt of submitted Proposal by the Authority.
- 3.8.3. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum to this RFP to all Bidders.
- 3.8.4. Proposal shall remain valid for a period **not less than 180 days from the Proposal Due Date.** The Authority reserves the right to reject any Proposal, which does not meet the requirement.

3.9. Late submission of Proposal

- 3.9.1. The Authority will not accept any Proposal received by it after the Proposal Due Date for any reason whatsoever.

3.10. Modifications/substitution/withdrawal of Proposal

- 3.10.1. The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority by the Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder after the Proposal Due Date.
- 3.10.2. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 3.10.3. Any alteration/ modification in the Proposal or additional information submitted subsequent to Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

3.11. Verification of Information and Site Visit

- 3.11.1. Bidders are encouraged to submit their respective Bids after visiting the Project site with prior intimation to the Authority to ascertain the ground situation, coverage, quality of assets or any

other matter considered relevant by it. The Authority shall also create a data room with relevant information to facilitate these efforts of Bidders. The cost of visiting the site shall be borne by the Bidder. The Authority shall not be liable for such costs, regardless of the outcome of the selection process.

3.11.2. It shall be deemed that by submitting the Proposal, the Bidder has:

- i. made a complete and careful examination of the RFP;
- ii. received all relevant information requested from the Authority;
- iii. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP /or furnished by /or on behalf of the Authority; and
- iv. agreed to be bound by the undertakings provided by it under and in terms hereof

3.11.3. 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 the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

3.12. Right to accept or reject any or all Bids

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

3.12.2. The Authority reserves the right to reject any Proposal, if at any time a material misrepresentation is made or uncovered or if the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. If such disqualification/ rejection occurs after the Proposals have been opened and the selected Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- i. decide on the basis of the evaluate Proposals submitted by the remaining Bidders in accordance with the RFP; or
- ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process

4. ELIGIBILITY AND PRE-QUALIFICATION

4.1. Eligibility

- 4.1.1. For participation in the bidding process and submitting Proposals, Bidders should be a private, public or government-owned legal entity, (subject to **clauses 4.1.6 and 4.1.7 below**) or a combination of them, in the form of association(s) including a Consortium of Members with the formal intent, as evidenced by a Memorandum of Agreement (MoA) to enter into an Agreement or under an existing agreement.
- 4.1.2. The term ‘Bidder’ used in the RFP would therefore apply to both a single entity and a Consortium of Members.
- 4.1.3. No Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder or Bidding Consortium. Further, a member of a particular Bidding Consortium bidding for this project cannot be member of another Bidding Consortium.
- 4.1.4. The Bidder shall submit a Power of Attorney, authorizing the signatory of the Proposal and to commit the Bidder, along with submission of Proposal. Details of documentation and formats required for various parts of the Proposal are provided in **section 3.7** of this document.
- 4.1.5. A Bidder that is under a declaration of ineligibility by the Authority or any other Government authority in India at the date of submission of the Proposal or thereafter shall be disqualified.
- 4.1.6. Government owned entities shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 4.1.7. Bidders may have the nationality of any country subject to restrictions in the **clause 4.1.8**. Bidders shall be deemed to have the nationality of a country if the Bidder is a citizen, or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of that country, as evidenced by its Articles of Incorporation /or Documents of Constitution and its Registration documents.
- 4.1.8. Bidders from an eligible country may be excluded if, a) as a matter of law or official regulations of Republic of India prohibits commercial relations with that country, b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of India prohibits any import of goods from that country, contracting of services from that country or any payments to persons or entities in that country.
- 4.1.9. All Bidders/ Bidding consortiums shall provide such evidence of their continued eligibility satisfactory to the Authority as the Authority shall reasonably request.
- 4.1.10. The Technical Bid should be furnished in the format at specified in section 3.7.3 above, clearly indicating the components as per Clause 3.7.3 in this RFP document and signed by the Bidder’s authorized signatory.

4.2. Proposal by Consortiums

4.2.1. In case of Proposals being submitted by Consortiums

- i. There shall be a maximum of [4 (four)] Members in the Consortium at the time of submission of Proposal.
- ii. Subject to the provisions of clause (i) above, the Application should contain the information required for each member of the Consortium.
- iii. Members of the Consortium shall nominate one member as the Lead Member (the “**Lead Member**”), who on behalf of the Consortium, shall have the authority to conduct all business for and on behalf of, any and all the partners of the Consortium during the bidding process and in the event the Consortium is awarded the Project, during signing of the Concession agreement.
- iv. The [*Lead Member /or aggregate of all members*] of the Consortium must meet the financial capacity requirements specified in **clause 4.8 below**
- v. No change in composition of the Consortium shall be allowed between the Proposal Due Date and the date of issue of Letter of Award.
- vi. The Bid shall contain a Memorandum of Agreement (MoA) entered into between the Consortium Members. Each Member of the Consortium shall duly sign the MoA, making each of the Consortium Members, liable for their respective roles and commitments relating to the technical and financial requirements of the project. In the absence of such a document, the Proposal would not be considered for evaluation and will be rejected. The MoA entered into between the members of the Consortium should be specific to the Project and should fulfill the above requirements, failing which the Proposal shall be considered non-responsive. The MoA shall not be amended without the explicit approval of the Authority. The MoA shall, inter alia:
 - a. convey intent to form a Special Purpose Vehicle (Project SPV), with shareholding/ equity commitment(s) in accordance with this RFP, which would enter into a Concession Agreement and carry out all the responsibilities as a Service Provider, in case the Project is awarded to the Consortium.
 - b. clearly outline the roles and responsibilities of each member at each stage;
 - c. provide details of the minimum equity stake to be held by each member;
 - d. include a statement to the effect that all members of the Consortium, till such time they incorporate an SPV and provide the specified performance security or bond, be liable jointly and severally for execution of the Project in accordance with the terms of the Concession Agreement.
- vii. The Proposal shall also contain Board Resolutions of each Member, stating that the entire Proposal has been reviewed and each element of the Proposal is agreed to and stating the

investment commitment for the envisaged Project. The formats and documentation required in this regard has been detailed in **Section 3.7** earlier.

4.3. Conflict of Interest

4.3.1. Bidders 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 will be disqualified. A Bidder may 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 apply 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 Proposal 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 others’ information about, or to influence the Proposal of either or each of the other Bidder; or
- vi. *[Such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project].*

4.4. Pre-Qualification

4.4.1. To be eligible for pre-qualification and short-listing, the Bidder shall fulfill the following ‘**TECHNICAL CAPACITY**’ and ‘**FINANCIAL CAPACITY**’ requirements which are detailed below.

4.4.2. The pre-qualification would be subject to Bidders / Bidding Consortiums meeting the minimum threshold requirements detailed below. Evaluation would be on the basis of a ‘**pass-fail**’ approach with Bidders meeting the threshold criteria qualifying for opening of Part II - Technical Offer of their Proposal.

4.4.3. Bidders not meeting the threshold criteria would be disqualified and the Part II – Technical Offer and Part III – Financial Offer of their Proposals would be returned to them unopened.

4.4.4. For the purposes of evaluation of financial capacity, the financial capacity of the Bidder’ /or Lead Members’ (in case of consortium) Associates would also be eligible hereunder. However, for the purposes of evaluation of Technical capacity, the technical capacity of Associates will not be considered. For purposes hereof, Associate means, in relation to the

Bidder/Lead Member, a person/firm who controls, is controlled by, or is under the common control with such Bidder / Lead Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 26% (twenty six per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

4.4.5. In case of a Consortium Proposal, the technical capacity and financial capacity of a particular company shall not be used by more than one Member of a Bidding Consortium.

4.5. Technical Capacity

4.5.1. The Bidder participating in this procurement process must possess the ‘**Relevant Experience in MSWM**’ in three major features of the project i.e. they must possess experience in: 1. O&M in the MSWM; 2. Construction experience in MSWM [*except in Option 3 - collection & transportation alone*]; and 3. Possess requisite financial capability to implement the Project.

4.5.2. It is further clarified that the consortium bidding is allowed for the project so the Clause 4.2.1 must be read in conjunction. The following table list outs the possible 4 (four) scenarios in general, which is permitted for the meeting the qualification requirement

Scenario 1: If the lead member of the consortium or the bidder has **experience in MSWM – O&M only (as in Clause 4.5.3)** then for meeting other requirement it can tie up with other company duly incorporated in the country of origin and submit the necessary documents as required under the provision of this RFQ document.

Scenario 2: If the lead member of the consortium or the bidder has experience in **MSWM – Construction only (as in Clause 4.5.4)** then for meeting other requirement it can tie up with other company duly incorporated in the country of origin and submit the necessary documents as required under the provision of this RFQ document.

Scenario 3: If the lead member of the consortium or the bidder has **only financial capacity to execute MSWM project (as in Clause 4.5.6)** then for meeting other requirement it can tie up with other company duly incorporated in the country of origin and submit necessary documents as required under provision of this RFQ document.

Scenario 4: The Company meets the entire qualifying requirement by itself.

4.5.3. The section below outlines the pre-qualification criteria for all the 4 (four) options separately viz; (i) integrated processing & disposal, (ii) processing alone, (iii) collection & transportation alone, and (iv) mechanized refuse transfer station alone.

Option-1: Integrated Processing & Disposal Facility

4.5.4. **‘Relevant experience in MSWM’** implies the experience of the Bidder in Construction of Sanitary Landfills, and/or any Waste Processing Facility for any Local Body/ Municipal Corporation/ in India with direct contract with them on or before the Proposal Due Date.

Provided that: In case of MSW Processing is executed as a joint venture project, then the Bidder should have certified billing of at least 50 (fifty) percent of the value of the project or at least 50 (fifty) percent equity holding in the Project, for which experience is being demonstrated (to be certified by statutory auditor) and Processing value for such project would be proportionate to the Bidder’s share of value in such project.

Processing of MSW shall be in terms of quantum processed through any of the following methods; (i) Composting, (ii) Bio-methanation, (iii) Fuel pelletisation, (iv) RDF/Power generation, & (v) Any technology acceptable under MSW Rules or acceptable to the Authority.

4.5.5. **Operations & Maintenance (O&M experience)** – shall be in the areas including; (i) waste processing facility, (ii) sanitary landfills as shown below. The consideration of capacities shall include (*either on capacity/quantum of waste handled OR value/cost of the project*). However the criteria on capacity or value shall be consistent in all categories of pre-qualification.

O&M Experience	Based on MSW Quantity in the	Based on the Estimated Project Cost	
		Min. One Project	Min Two Projects
Processing of MSW	75% or more of the MSW generated	At least 70% of the estimated Project Cost.	Each with a value of at least 35% of Project Cost
Sanitary Landfills	75% or more of the MSW generated	At least 70% of the estimated Project Cost.	Each with a value of at least 35% of Project Cost
Both Processing & Landfill	50% or more of the MSW generated	At least 25% of the estimated Project Cost.	Each with a value of at least 20% of Project Cost

4.5.6. **Construction experience** - shall be in areas; (i) waste processing facility, (ii) sanitary landfills. The consideration of capacities shall include (*either on capacity/quantum of waste handled OR value/cost of the project*). However the criteria on capacity or value shall be consistent in all categories of pre-qualification

Construction Experience	Based on MSW Quantity in the	Based on the Estimated Project Cost	
		Min. One Project	Min Two Projects
Processing of MSW	50% or more of the MSW generated	At least 50% of the estimated Project Cost.	Each with a value of at least 25% of Project Cost
Sanitary Landfills	50% or more of the MSW generated	At least 50% of the estimated Project Cost.	Each with a value of at least 25% of Project Cost
Both Processing & Landfill	30% or more of the MSW generated	At least 30% of the estimated Project Cost.	Each with a value of at least 20% of Project Cost

Option-2: MSW Processing Facility

4.5.7. **‘Relevant experience in MSWM’** implies the experience of the Bidder in Construction of any Waste Processing Facility. The experience shall be creation of the above facility to any Local Body/ Municipal Corporation/ in India with direct contract with them on or before the Proposal Due Date.

Provided that: In case of MSW Processing is executed as a joint venture project, then the Bidder should have certified billing of at least 50 (fifty) percent of the value of the project or at least 50 (fifty) percent equity holding in the Project, for which experience is being demonstrated (to be certified by statutory auditor) and Processing value for such project would be proportionate to the Bidder’s share of value in such project.

Processing of MSW shall be in terms of quantum processed through any of the following methods; (i) Composting, (ii) Bio-methanation, (iii) Fuel pelletisation, (iv) RDF/Power generation, & (v) Any technology acceptable under MSW Rules or acceptable to the Authority.

4.5.8. **Operations & Maintenance (O&M experience)** – shall be in the areas including; (i) waste processing facility, (ii) sanitary landfills as shown below. The consideration of capacities shall include (*either on capacity/quantum of waste handled OR value/cost of the project*). However the criteria on capacity or value shall be consistent in all categories of pre-qualification.

O&M Experience	Based on MSW Quantity in the	Based on the Estimated Project Cost	
		Min. One Project	Min Two Projects
Processing of MSW	75% or more of the MSW generated	At least 70% of the estimated Project Cost.	Each with a value of at least 35% of Project Cost

4.5.9. **Construction experience** - shall be in areas; (i) waste processing facility, (ii) sanitary landfills. The consideration of capacities shall include (*either on capacity/quantum of waste handled OR value/cost of the project*). However the criteria on capacity or value shall be consistent in all categories of pre-qualification

Construction Experience	Based on MSW Quantity in the	Based on the Estimated Project Cost	
		Min. One Project	Min Two Projects
Processing of MSW	50% or more of the MSW generated	At least 50% of the estimated Project Cost.	Each with a value of at least 25% of Project Cost

Option-2: MSW Collection & Transportation

4.5.10. General Infrastructure experience shall include –

- i. Implementation experience in PPP format such as; BOT, BOOT, DBOOT etc of at least one project (including ongoing) of minimum of [*generally 25% of the estimated project cost*] in the Infrastructure sector in last [3 /or 5] years. In case of ongoing projects, minimum of [as considered above] threshold investment on the date of submission of Bid has to be certified through a Statutory Auditor.
- ii. Infrastructure sector would include amongst other MSW, Roads, Water, Sewage, Storm water drainage, transportation, roads, power, ports, national highways and expressways, railways, industrial parks, SEZs, group housing, integrated townships etc

4.5.11. Operations & Maintenance (O&M experience) – shall be in the areas including; waste collection, transportation, road sweeping, and manpower management as outlined below. The Bidder shall submit minimum of [one /or two] project(s) as per following criteria:

O&M Experience	Parameter	Based on the MSW Quantity	
		Min. One Project	Min Two Projects
Handling complex logistics	Total MSW transport capacity	At least 50% of the estimated MSW quantity.	Each with at least 25% of estimated MSW quantity
Experience in Conservancy Tasks	Service area covered for MSW services	Min. service area coverage of at least [50% of total project area in sq km]	Each with at least [25%] of estimated project coverage area in sq km.
	Total Population covered for MSW services.	Min. population coverage of at least [50% of total estimated project population]	Each with at least [25%] of estimated project population
Experience in cleaning & sweeping	Street cleaning services	Min. service coverage of [50%] km of estimated road length in project area	Each with at least [25%] of estimated road length in project area
Experience in managing manpower operations		Managed more than [X] number of persons in each of the last [2/or 3] years	

Option-4: Mechanized Refuse Transfer Station

4.5.12. **‘Relevant experience in MSWM’** implies the experience of the Bidder in construction and development of any Mechanized Refuse Transfer Station (MRTS). The experience shall be creation of the above facility to any Local Body/ Municipal Corporation/ in India with direct contract with them on or before the Proposal Due Date.

The Bidder or any of the Consortium Members shall be in line of design, supply, installation, and operations & maintenance of MRTS for minimum of [two] years.

4.5.13. **General Infrastructure experience shall include –**

- iii. Implementation experience in PPP format such as; BOT, BOOT, DBOOT etc of at least one project (including ongoing) of minimum of [*generally 25% of the estimated project cost*] in the Infrastructure sector in last [3 /or 5] years. In case of ongoing projects, minimum of [as considered above] threshold investment on the date of submission of Bid has to be certified through a Statutory Auditor.
- iv. Infrastructure sector would include amongst other MSW, Roads, Water, Sewage, Storm water drainage, transportation, roads, power, ports, national highways and expressways, railways, industrial parks, SEZs, group housing, integrated townships etc

4.5.14. **Operations & Maintenance (O&M experience)** – shall be in the areas of managing the MRTS operations and experience in handling and managing municipal solid waste as described below in table:

O&M Experience	Based on MSW Quantity in the	Based on the Estimated Project Cost	
		Min. One Project	Min Two Projects
MRTS operations	75% or more of the MSW to be handled	At least 70% of the estimated Project Cost.	Each with a value of at least 35% of Project Cost
Handling and transporting MSW	75% or more of the MSW to be handled	Minimum one project to be mentioned	

4.5.15. **Construction experience** - shall be in area of installation of mechanized refuse transfer station. The Bidder shall have designed, supplied and installed at least one such transfer station equipment of capacity as mentioned in table below in India or abroad during last [five] years.

Construction Experience	Based on MSW Quantity in the	Based on the Estimated Project Cost	
		Min. One Project	Min Two Projects
MRTS development	75% or more of the MSW to be handled	At least 50% of the estimated Project Cost.	Each with a value of at least 25% of Project Cost

4.6. Financial Capability:

4.6.1. The bidder shall have at least **Net Worth of 25%** (twenty-five per cent) of the Estimated Project Cost. The computation of net-worth shall be based on unconsolidated audited annual accounts of any of the last three (3) financial years immediately preceding the Bid Deadline

Note:

- i. For the Qualification Requirements, if data is provided by the Bidders in foreign currency, equivalent rupees of Net-worth will be calculated using currencies selling exchange rates (card rate) USD / INR of State Bank of India prevailing on the date of closing of the accounts for the respective financial year as certified by the Bidders' banker.
- ii. For currency other than USD, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.
- iii. If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day shall be taken into account.
- iv. For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

4.7. Change in Ownership

4.7.1. The Authority will not permit the change in ownership of the Bidder or in the composition of a Consortium Proposal during the Proposal Evaluation stage (i.e., from the time of submission and issue of Letter of Intent to successful Bidder). If any change in the composition of consortium is brought to notice of the Authority then the consortium will be disqualified.

4.8. Lock-in period

4.8.1. **Scenario 1:** In case of specified Lock-in period [*generally for 5(five) years*], then

- a. The minimum equity obligations of the Bidder/all members in case of a Bidding consortium in the Project SPV for the lock-in period i.e., years from the COD as specified in the term sheet template shall be:
 - i. Bidder or Lead Member (in case of Consortium) shall hold a minimum of [51%] of the equity of the Project SPV during this lock-in period;
 - ii. Members of the Bidding Consortium should hold a minimum of [15%] of the equity of

the Project SPV during the lock-in period

- b. The Bidder/Lead Member (in case of Consortium) shall hold a minimum of 26% equity of the Project SPV post the lock-in period till the end of the entire Concession period.

4.8.2. **Scenario 2:** In case of No lock-in period to be specified, then

- a. The Lead Member shall commit to hold a minimum equity stake equal to [51%] of the aggregate shareholding of the SPV at all times during the Concession Period; and
- b. The Other Member(s) shall commit to hold a minimum equity stake equal to [26%] of the aggregate shareholding of the SPV at all times during the Concession Period.

5. EVALUATION OF BIDS

5.1. Confidentiality

- 5.1.1. 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.
- 5.1.2. 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.

5.2. Clarifications

- 5.2.1. 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.
- 5.2.2. 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.
- 5.2.3. 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.
- 5.2.4. 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.

5.3. Evaluation – Part I – Response to Pre-qualification requirements

- 5.3.1. Part-1 of the Proposal i.e., Response to Pre-qualification requirements shall be opened in the presence of Bidders' representatives, who choose to attend, on the Proposal Due Date itself at

[specific time]. The following information will be announced and recorded.

- i. Number of Proposals received
- ii. Names of Bidding Firms / Consortiums
- iii. Particulars of Bid Security

5.3.2. Proposals for which a notice of withdrawal has been submitted in accordance with provisions of this RFP shall not be opened. The Authority will subsequently examine and evaluate Proposals in accordance with the provisions set out below.

5.3.3. Prior to evaluation of Part-I, the Authority shall determine whether it is responsive to the requirements of the RFP. Part I of Proposals received shall be considered responsive only if:

- i. it contains the Demand Draft for Bid Security amount
- ii. it is received as per marking and sealing instructions specified
- iii. it is received by the Proposal Due Date including any extension thereof pursuant to Section 3.8 above.
- iv. it is signed, sealed, hard bound and marked as stipulated in the RFP
- v. it is accompanied by the Power(s) of Attorney as specified in the RFP
- vi. it contains all the information (complete in all respects) as requested in this RFP
- vii. it contains information in formats same as those specified in this RFP
- viii. it is accompanied by the Memorandum of Agreement (MoA) (for Consortium), specific to the Project[s], as stipulated in the RFP
- ix. it does not contain any condition or qualification; and
- x. it is not non-responsive in terms hereof.

5.3.4. The Authority reserves the right to reject any Proposal which has a non-responsive Part-I and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposal.

5.3.5. Evaluation would be on the basis of a 'pass-fail' approach with Bidders meeting the threshold criteria (as described in section 4) qualifying for opening of Part II - Technical Offer of their Proposal.

5.3.6. Bidders not meeting the threshold criteria would be disqualified and the Part II – Technical Offer and Part III – Financial Offer of their Proposals would be returned to them unopened.

5.3.7. After the evaluation of Part I of the Proposal, the Authority would announce the list of shortlisted Bidders who would qualify to move to the next stage of the Evaluation process.

5.3.8. While the Authority would notify also the other Bidders who have not been short-listed, it will not entertain any query or clarification from Bidders who fail to qualify for the second stage of evaluation, namely opening and evaluation of Technical Offers.

5.4. Evaluation – Part II – Technical Offer

- 5.4.1. After short listing of Bidders as explained in section 5.3 above, Part II – Technical Offers of the shortlisted Bidders would be opened.
- 5.4.2. The Part I - Technical Offer would first be checked for responsiveness with the requirements of the RFP.
- 5.4.3. If found responsive, the Technical Proposal would be evaluated for adequacy of the same vis-à-vis requirements of the RFP.
- 5.4.4. The areas of scrutiny and the weight-ages of evaluation of different aspects of Part II – Technical Offer are given below

S. No	Technical Evaluation – Areas of Scrutiny	Weights
1	Understanding of the Project Context	5
2	Proposed Technical Design and Configuration	30
3	Work Plan and Project implementation arrangements – during Construction and during O&M	35
4	Resource Mobilization plan and Expert Team	30
Total		100

- 5.4.5. Only Bidders scoring more than [*generally, the minimum is in the range of 60-75*] marks in the Technical Evaluation would qualify for opening of Part III - Financial Offer. Part III – Financial Offer of Bidders not qualifying post evaluation of Part II-Technical Offer would be returned unopened to the Bidders.
- 5.4.6. As part of the evaluation, the Authority may request the Bidder for additional information and/or clarifications from the Bidder as it deems necessary and appropriate.
- 5.4.7. The Authority reserves the right to reject the Proposal of a Bidder without opening the Part III Financial Offer, if, in its opinion, the contents of Part II - Technical offer are not substantially responsive and/or adequate vis-à-vis the requirements of this RFP.

5.5. Evaluation – Part III – Financial Offer

- 5.5.1. The shortlisted Bidders at the end of the evaluation of Part II – Technical Offer shall be notified and informed of the date and time of opening of Part III - Financial Offers.
- 5.5.2. Part III - Financial Offer of shortlisted Bidders who qualify after evaluation of Part II – Technical Offer shall be opened in the presence of the representatives of shortlisted Bidders,

who choose to attend. The Bid Tariffs of the Bidders shall be read out and recorded.

5.5.3. Bidding Criteria – Financial Bid Parameter – Part III - Financial Proposal of all the Bidders would be evaluated on the basis of the ‘**Financial Bid Parameter**’ *[to be defined as single financial quote in proper units]* for the project and the accompanying supporting information regarding assumptions underlying the Financial Quote.

Following are broadly accepted Financial Bid Parameters on build-operate-transfer format for various options/components in MSWM value chain:

Option-1: Integrated Processing & Disposal Facility

i. Case I – Project Financially Not-Viable

a. Lowest Tipping Fee per MT of MSW from Authority

✓ Tipping Fee per MT of MSW transported to the gate of project facility by the Authority OR final inert to the disposal facility by the private player with pre-determined increment rate⁵ for the Tipping Fee; OR

✓ Levelised Value⁶ (LV) of the aggregate of the following, as applicable:

- Tipping fee for MSW Transportation plus Processing plus landfill (Rs/MT)
- Fund requirement per year for O&M related to closure of existing dumpsites

b. Lowest Grant from Authority – usually for part of Capital Investment need for development of project facilities –

✓ One time Grant 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, hence, making the project viable.

ii. Case II – Project Financially Viable

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

✓ Royalty per MT of MSW transported [by the Authority] to the gate of project facility with pre-determined [annual or bi-annual] increment rate; OR

✓ **Levelised Value (LV)** of the aggregate of; (i) Royalty per MT of MSW Transported to the project facility; (ii) Royalty per MT for MSW Processing, (iii) Royalty per MT for land filling, and (iv) fund requirement per year from Authority for maintenance activities related to closure of existing dump sites, if any

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.

⁵ The increment rate is generally pegged to the inflation rate or the ULB can fix their own rate or can devise the formula based on the cost components to the MSWM system

⁶ This is Present Value of the quoted tariff discounted at the fixed discount rate.s

Option-2: MSW Processing Facility

i. Case I – Project Financially Not-Viable

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

✓ Tipping Fee per MT of MSW *transported to the gate of processing ject facility by the Authority OR final inert to the disposal facility by the private player* with pre-determined increment rate for the Tipping Fee; OR

b. **Lowest Grant from Authority** – usually for part of Capital Investment need for development of processing facility –

✓ One time Grant requirement from the Authority to set up the Processing Facility; in case partial cost recovery is foreseen depending upon the revenue model (probable revenue streams) and concession period, hence, making the project viable.

ii. Case II – Project Financially Viable

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

✓ Royalty per MT of MSW transported [by the Authority] to the gate of processing facility with pre-determined [annual or bi-annual] increment rate; OR

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

Option-3: MSW Collection & Transportation

i. Lowest Tipping Fee from the Authority per MT of MSW collected and transported from the project area.

ii. Lowest [Annual/Monthly] lump sum fee from the Authority for MSW collected and transported from the project area to the designated site.

Option-4: Mechanized Refuse Transfer Station

i. Lowest Tipping Fee from the Authority per MT of MSW handled at the transfer station.

ii. Lowest [Annual/Monthly] lump sum fee from the Authority for MSW handled at the transfer station and transported to the designated site.

5.5.4. A detailed evaluation of Part III - Financial Offer would be done to ensure that the Bid Tariff is free from computational errors. *[In case of financial model provided to the Bidder, the assumptions underlying the Bid Tariff shall be entered in the Financial Model. The Bid Tariff*

and the Project IRR arrived at by entering the assumptions provided by the Bidders in the model should match the Bid Tariff and Project IRR given in the Financial Offers]. The Financial Offer having computational error(s) shall be deemed as non-responsive.

5.5.5. 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.

5.5.6. The Bidder ranked “First” in accordance with the above procedure would be declared as the Preferred and/or Selected Bidder, as evidenced by the issue of Letter of Intent described in section 5.6 below.

5.5.7. In the event that two or more Bidders quote exactly the same [*lowest /or highest*] validated Financial Bid Parameter for the project, then the Bidder having the highest Technical score will be selected as the Preferred Bidder.

5.6. Notification and Issue of Letter of Intent

5.6.1. Following the Evaluation of Part III – Financial Proposal, the Authority will ascertain the following with respect to the Preferred Bidder [*one with the lowest/highest Bid parameter, as the case may be, following the evaluation process*]

- i. Continues to meet the eligibility criteria as given in this RFP;
- ii. Is in complete compliance with the Technical Proposal and Qualifying criteria requirements set out in this RFP document;
- iii. Conforms to all terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one
 - a) which affects in any substantial way the scope, quality, or performance of the Project;
 - b) which limits in any substantial way, inconsistent with the bidding documents, Authority’ rights or the Bidder’s obligations under the proposed Concession Agreement;
 - c) Whose rectification would affect unfairly the competitive provision of other Bidders presenting substantially responsive Proposals

5.6.2. The Preferred/Selected Bidder shall be notified in writing by the Authority as evidenced by issue of Letter of Intent (LOI) to the Preferred Bidder.

5.7. Conditions Precedent for issue of Letter of Award

5.7.1. The successful Bidder shall confirm his acceptance of the LOI issued by the Authority within 7 (seven) days as evidenced by signing and sending a copy of the LOI issued. In the event the duplicate copy of the LOI 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 LOI, and the next Bidder may be considered.

5.7.2. The Preferred Bidder shall comply with the following conditions precedent for issue of Letter of Award (LOA) within [30] days of issue of LOI:

- i. Formation of Project SPV (with the equity shareholding) in compliance with the shareholding conditions of the RFP, including obtaining resolutions of Board of Directors of the individual equity holders of the Project SPV.
- ii. Submission of Project Development Fees to the Authority, if applicable

5.7.3. The format for the Letter of Award is enclosed as Appendix I-P in this RFP.

5.8. Authority' Right to Accept or Reject Proposal

5.8.1. The Authority reserves the right to accept or reject any or all 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.

5.8.2. 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.

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

- i. A material misrepresentation made 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.

5.8.4. 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:

- i. Declare the Bidder proposing the next lowest valid Bid Financial Offer as the Preferred Bidder and where warranted, invite such Bidder to equal or better the Financial Proposal submitted by such disqualified Preferred Bidder; or
- ii. Take any measure as may be deemed fit in the sole discretion of the Authority, including annulment of the bidding process.

FORM – 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 provisions 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 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 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 provisions of the RFP document.
9. I/ We believe that we/ our consortium/ proposed consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted 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 RFP, 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 Intent/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 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 documents, 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 the provisions of the 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.
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

[Name of ULB or State Agency]

awarded to me/us or our Bid is not opened.

25. I/We agree to keep this offer valid for 120 (One Hundred and Twenty) days from the Bid Due Date specified in the RFP.
26. 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.
27. Provision for [I/we have received all the clarifications issued by the authority]
28. 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.
29. 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

FORM II
DETAILS OF BIDDER / BIDDING CONSORTIUM

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(a) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project[s]:

3. Details of individual(s) who will serve as the point of contact/ communication :
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:

5. In case of a Consortium:
(a) The information above (1-4) should be provided for all the members of the Consortium.
(b) A copy of the Jt. Bidding Agreement among the Consortium members
(c) Information regarding each member should be provided as per the following table:

Sl. No.	Name of Member	Role in Consortium (whether lead or member) and expertise brought in	% of Investment in the project
1			
2			
3			

[Name of ULB or State Agency]

(a) The following information should be provided according to the format provided hereunder:

No.	Criteria	Yes	No
1	Has the Applicant/ constituent of the Consortium been barred by the [Central/ State Government, or any entity controlled by them], from participating in any project[s] (BOT or otherwise).		
2	If the answer to 1 is yes, does the bar subsist as on the date of Application		
3	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the members of its consortium (where applicable) disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

FORM III

POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize 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]

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 executants(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 favor 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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

FORM IV
MEMORANDUM OF AGREEMENT (MOA) IN CASE OF
CONSORTIUM PROPOSAL

(ON NON-JUDICIAL STAMP PAPER OF RS 100 DULY ATTESTED BY NOTARY PUBLIC)

This Memorandum of Understanding (MoU) entered into this day of 200_ at

Among

_____ (hereinafter referred as" ----- ") and having office at India **Party of the**

First Part

And

_____ (hereinafter referred as" ----- ") and having office at India **Party of the**

Second Part

The parties are individually referred to as **Party** and collectively as **Parties**.

WHEREAS the Authority has invited Proposals from interested Firms / Consortiums for Appointment of Private operator for development of the [Project] through a Concession agreement

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties" rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That M/s _____ who is the Lead Members of the Consortium commits to hold a minimum equity stake equal to [as per the provisions of the Bid document] of the aggregate shareholding of the Consortium at all times during the Concession Period. or That the Parties will form a Special Purpose Vehicle (SPV) with the shareholding commitments expressly stated. The Said SPV shall not undertake any other business during the Concession Period.
2. That any dilution in the equity holding by the Parties in the consortium shall be as per the provisions of the Concession Agreement. /or That the equity shareholding of the Parties in the issued and paid up capital of the SPV shall not be less than as specified under the Bid documents.
3. That the shareholding commitments shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Concession Agreement and the Request for Proposal.

[Name of ULB or State Agency]

4. That the Parties shall carry out all responsibilities as Private Service Provider in terms of the Concession Agreement.

5. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

Name of Consortium member	Role (Lead Member or Member)	Responsibilities

6. That the minimum equity holding of each Party (in percentage term) shall be as follows:

Name of Consortium member	Role	Equity Holding

7. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.

8. That the parties shall be jointly and severally liable for execution of the project.

9. That this MoU shall be governed in accordance with the laws of India and courts in [Project State], India shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

Name, Designation and Signature of

Authorised signatory of Party of the first part:

Authorised signatory of Party of the second part:

Authorised signatory of Party of the third part:

Witness 1

Witness 1

FORM V

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

[Name of ULB or State Agency]

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 executants(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 favor 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.*

FORM VI
FORMAT FOR BOARD RESOLUTION OF COMPANIES

Format for Lead Member

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with and ----- (name and address of the consortium members) for joint submission of Proposal for appointment as a Private Service Provider to undertake the [Project] of the Authority in the state of [Project State].

“RESOLVED FURTHER THAT the Memorandum of Agreement (“MoA”) to be entered into with the consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. ----- (name), (designation) be and is hereby authorized to enter into an MoA, on behalf of the company, with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a Power of Attorney in favour of ----- to act as the Lead Member.

FORMAT FOR MEMBER

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with ---- ----- , ----- and (name and address of the consortium members) for joint submission of Proposal to the Authority for appointment as a Private Service Provider to undertake the [Project] of the Authority in the state of [Project State].

“RESOLVED FURTHER THAT the Memorandum of Agreement (“MoA”) to be entered into with the consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. ----- (name), (designation) be and is hereby authorized to enter into an MoA with the consortium members and execute a power of attorney in

**FAVOUR OF ----- TO ACT AS
THE LEAD MEMBER”**

FORM VII
FORMAT FOR NON-CRIMINALITY

(on Non-Judicial Stamp Paper of Rs 100 duly attested by notary public)

(In case of Consortium to be given separately by each member)

1. I, the undersigned, do hereby certify that all the statements made in our Proposal are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s ----- nor any of its directors/constituent partners have abandoned any work relating to [MSWM system /or MSW Processing] in India nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this Proposal.
3. The undersigned also hereby certifies that neither our firm M/s..... nor any of our
 - a. Consortium partner namely M/s ----- & M/s----- have abandoned any contract/work of the Authority or Govt. of [Project State] and/or blacklisted by any State/Central Govt. agencies in participating from any bidding/tendering process.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Authority to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Authority.

Signed by an authorized Officer of the Firm

Title of Officer

Name of Firm

FORM VIII
FORMAT FOR ANTI-COLLUSION CERTIFICATE

To be executed by lead member, in case of consortium

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 Bidder₁)

.....

(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

FORM IX

DETAILS AND PROOF OF TECHNICAL CAPACITY

1. Summary List of Eligible Projects

a. Integrated Processing & Disposal Facility

Enclose details for each member separately in case of Consortium

Project Category	Project details
A – O&M – Waste Processing Managing MSW processing facility of [] TPD capacity	<ul style="list-style-type: none"> • <i>Title:</i> • <i>Location:</i> • <i>Waste Quantity handled</i> • <i>Technology used</i> • <i>Capacity of plant</i> • <i>Year of Award:</i> • <i>Project description:</i> • <i>Contract duration:</i> • <i>Other information:</i>
B – O&M – Sanitary landfill Managing Sanitary landfill of [] TPD capacity	<ul style="list-style-type: none"> • <i>Title:</i> • <i>Location:</i> • <i>Waste Quantity handled</i> • <i>Technology used</i> • <i>Year of Award:</i> • <i>Project description:</i> • <i>Contract duration:</i> • <i>Other information:</i>
C- Construction – Processing facility	<ul style="list-style-type: none"> • <i>Title:</i> • <i>Location:</i> • <i>Capacity (TPD):</i> • <i>Year of Award:</i> • <i>Project description:</i> • <i>Contract duration:</i> • <i>Other information:</i>
D – Construction – Sanitary landfill	<ul style="list-style-type: none"> • <i>Title:</i> • <i>Location:</i> • <i>Capacity (TPD):</i> • <i>Year of Award:</i> • <i>Project description:</i> • <i>Contract duration:</i> • <i>Other information:</i>

b. MSW Processing Facility

Enclose details for each member separately in case of Consortium

Project Category	Project details
A – O&M – Waste Processing Managing MSW processing facility of [] TPD capacity	<ul style="list-style-type: none"> • <i>Title:</i> • <i>Location:</i> • <i>Waste Quantity handled</i> • <i>Technology used</i> • <i>Capacity of plant</i> • <i>Year of Award:</i> • <i>Project description:</i> • <i>Contract duration:</i> • <i>Other information:</i>
C- Construction – Processing facility	<ul style="list-style-type: none"> • <i>Title:</i> • <i>Location:</i> • <i>Capacity (TPD):</i> • <i>Year of Award:</i> • <i>Project description:</i> • <i>Contract duration:</i> • <i>Other information:</i>

c. MSW Collection & Transportation

Enclose details for each member separately in case of Consortium

Project Category	Project details
A – PPP Experience PPP projects in the infrastructure areas as per provisions of this RFP document.	<ul style="list-style-type: none"> • <i>Title:</i> • <i>Location:</i> • <i>Project Outlay (Rs)</i> • <i>Sector:</i> • <i>Year of Award:</i> • <i>Contract duration:</i> • <i>Other information:</i>
B – O&M – Waste Collection Managing door-to-door-collection & secondary transportation of municipal solid waste of minimum [] TPD capacity	<ul style="list-style-type: none"> • <i>Title:</i> • <i>Location:</i> • <i>Waste Quantity handled & transported:</i> • <i>Total Service area covered:</i> • <i>Population for primary collection served:</i> • <i>Total Street length for sweeping covered:</i> • <i>Manpower managed for provision of service</i> • <i>Year of Award:</i> • <i>Project description:</i> • <i>Contract duration:</i>

d. Mechanized Refuse Transfer Station

Enclose details for each member separately in case of Consortium

(ULBs to provide entry to larger players having experience in general infrastructure projects in this space, who can possibly tie-up with firms having experience in managing MRTS operations and its maintenance, can provide relaxation in the pre-qualification criteria with experience in either [option A or option B] and must experience in option C as below)

Project Category	Project details
A – PPP Experience PPP projects in the infrastructure areas as per provisions of this RFP document.	<ul style="list-style-type: none"> • Title: • Location: • Project Outlay (Rs) • Sector: • Year of Award: • Contract duration: • Other information:
B – Construction Experience Design, supply and installation of MRTS of equivalent capacities as per the Bid documents	<ul style="list-style-type: none"> • Title: • Location: • Capacity (TPD): • Year of Award: • Project description: • Contract duration: • Other information:
C – O&M – Waste Collection Managing door-to-door-collection & secondary transportation of municipal solid waste of minimum [] TPD capacity	<ul style="list-style-type: none"> • Title: • Location: • Waste Quantity handled & transported: • Total Service area covered: • Population for primary collection served: • Total Street length for sweeping covered: • Manpower managed for provision of service • Year of Award: • Project description: • Contract duration:

Instructions

1. The above table should provide the summary details that need to be provided for the projects that the Applicant / consortium wishes to showcase as relevant experience (adhering to the instructions given in section)
2. In case of consortium applications, such details should be provided separately each of the Consortium members.
3. Bidders may chose to showcase more than one project for each category, but maximum number of

[Name of ULB or State Agency]

projects shown in one category should be limited to 3 projects considered most relevant by the Bidder / Bidding Consortium.

4. For each project showcased against the requirements of **Technical Capacity**, the following details and supporting documentation should be enclosed (in the formats provided below)
 - a. A detailed **Project Information Sheet** (format enclosed below) should be enclosed
 - b. A **certificate of award from the Bidder** (or Respective Consortium Member's, in case of consortium bids) certified by its **statutory auditor** (formats enclosed below)
 - c. A certificate from **Client organization** for each of the projects showcased as experience for Technical Capacity should be enclosed.

Format for Project Information Sheet

To be submitted for each project shown in the above table

ITEM	PARTICULARS OF THE PROJECT
Name of Bidder (Member of Consortium, in case of Consortium Bid)	
Member Type (in case of Consortium – Lead or Other)	
Category	<ul style="list-style-type: none">▪ General PPP experience▪ Construction experience▪ O&M experience
Project Title	
Project Location	
Name, address and Reference Contact (Name, Designation and contact details) of Client for which project was developed	
Date of commencement of project	
Date of completion /commissioning	
Role of Applicant in the project.	
<u>Short Description of the project (not exceeding 150 words):</u>	
<u>Nature of Services Provided:</u>	

[Name of ULB or State Agency]

**CERTIFICATE OF AWARD FROM THE COMPETENT AUTHORITY REGARDING PPP
PROJECTS**

This is to certify that _____(name of the Bidder) is/ was an equity shareholder in _____(title of the project company) and holds/ held Rs. *** cr. of equity (which constitutes ___% of the total paid up and subscribed equity capital) of the project company from _____ (date) to _____ (date). The project was/will be completed and commissioned on _____ (date of commissioning of the project).

Authorised Signatory:

Name:

Designation:

Signature of the Authorised

Signatory and date

FORM X
DETAILS AND PROOF OF FINANCIAL CAPACITY

1. The Bidder should provide the financial capability in the following format based on its own financial statements.
2. In case of a Consortium, the information pertaining to all the members of the Consortium should be furnished.
3. This format should be certified by the Statutory Auditor of the Bidder / (Statutory auditor of respective Consortium Members in case of formats submitted by a Consortium)

Format for providing Information

	Financial Information (in INR)	Year 1	Year 2	Year 3
1	Paid up Equity			
2	Reserves			
3	Revaluation Reserves			
4	Reserves if any			
5	Miscellaneous Expenditure not written off			
6	Profit After Tax			
7	Depreciation			
8	Non Cash Expenditures (other than depreciation)			
	Net worth *			
	Net Cash Accruals **			

* Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.

* Net Worth = (Paid up equity + Reserves) - Revaluation Reserves -Intangible Assets - Miscellaneous Expenditure not written off and carry forward losses)

** Net Cash Accruals = Profit After Tax +Depreciation & Amortisation + any other non-cash expenditure (including deferred tax) – Scheduled loan repayments and increase in net current assets (excluding cash)

Provided, when an existing loan has been repaid through the proceeds of a new loan, then to the extent the proceeds of the new loan have been used to repay the existing loan, such repayment of existing loan shall not be considered for the purposes of computation of Internal Resource Generation

“Other Non-Cash Expenditure” items (S.No.8) should be individually mentioned along with corresponding amounts.

This format should be certified by an Certified Auditor.

1. **Name and address of the Bidder (Lead Member’s) Banker**

[Name of ULB or State Agency]

The banker should be Scheduled Commercial Bank operating in India or a Reputed International Bank.

2. Supporting Documents and Enclosures and other Instructions

The Bidder/ its constituent consortium members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date.

The financial statements shall:

- a. Reflect the financial situation of the Bidder and its parent/consolidated group where the Bidder is relying on its consolidated financials;
- b. Be audited by a statutory auditor;
- c. Be complete, including all notes to the financial statements; and
- d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- e. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.

For the purposes of evaluation of Financial Capacity, audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria, provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

FORM XI - A

FORMATS FOR TECHNICAL PROPOSAL

In preparing the Technical Offer, Bidders are advised to review all the three volumes of the RFP document.

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 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; if any
- 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 applicable laws in the country.

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 Facility including the Processing Facility, buffer area, administrative area, leachate treatment plant area, and any other facilities etc.

e. Operations and Maintenance Scheme

The Bidder shall separately set out the operations and maintenance scheme for the Project Facility. 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:

FORM XI - B

TECHNICAL PLAN FOR PROJECT FACILITIES

(Applicable for processing facility, sanitary landfill facility and mechanized refuse transfer station)

A. Technical Plan

Construction

Bidders are requested to prepare a detailed step wise work plan for the Project Facility(s) [MSW Processing] during construction. This should include the following

1. Detailed Design & Specifications of Project Facilities:

- a. Design of proposed capacity MSW processing facility with detail calculations; and
- b. GA drawing of MSW processing facility 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 MSW processing facility.

2. Construction Phasing:

- a. The Bidder shall provide a detailed Construction Schedule consistent with the prescribed construction 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 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 bid documents. 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.

FORM XI - C

TECHNICAL PLAN FOR COLLECTION & TRANSPORTATION

The Bidder may provide the information in the form of design sheets, layout plans, cross sections, PERT charts etc. as may best represent the Bidder Technical Plan.

The design and approach for implementing the Project shall be in compliance with the applicable law, including the MSW (Management & Handling) Rules 2000. The technical plan for collection and transportation of MSW shall set out the following conditions:

1. Approach & Methodology
2. Work Plan
3. Operations & Maintenance Scheme
4. Environment, Health & Safety policy and practice

Approach & Methodology:

The Bidder shall provide an Approach and Methodology statement, which broadly sets out the approach to the project. The methodology statement shall include the bidder's appreciation of the project, the activities to be performed, the facilities to be provided, basis for formulating the route plans, frequencies etc. The methodology statement should also address aspects relating to all the activities of collection, segregation, and transportation of MSW from the specified zones/wards and disposal of the same to the designated sites.

Work Plan:

The Bidder needs to specify the number of vehicles, bins, and other infrastructure that he plans to deploy towards the project. He needs to specify the minimum manpower that he plans to employ for the implementation of the project.

The bidders shall submit an estimate of the project cost and the break-up of the same. The components of the project cost must be in consonance with the Approach & Methodology and Work Plan. The components of the project cost shall include, but not restricted to the following:

- a) Cost of vehicles to be employed
- b) Costs involved in mobilization of manpower in line with the Minimum Wage Policy of Government of [Name of the State]
- c) Costs involved in setting up the necessary infrastructure

[Name of ULB or State Agency]

The Bidder shall submit the proposal plan for mobilizing resources for the project indicating details of:

- a) Sources of funds including debt/equity mix
- b) Terms and conditions for components of the funds
- c) Finances of arrangements made for mobilizing funds – letters indicating commitment to provide funds for operations from NBFCs, financial institutions and banks.

The Bidder shall submit a timetable for start-up which shall clearly specify how he plans to mobilize the requisite funds, equipment and manpower required to operationalise the project within a period or [*as per bid documents*] month from the date of signing of the Concession Agreement

Operations & Maintenance Scheme:

The Bidder shall separately set out the operations and maintenance scheme for the project facilities, indicating the operational activities during the Active Operations Period. The maintenance schedules and mechanism for the project infrastructure should also be indicated over the concession period.

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 etc. needs to be elaborated.

The technical plan shall also consider the growth of the population and it's consequent impact on the management of the municipal solid waste. The Bidder may add chapters if it wishes. The Bidders are encouraged to use maps, diagrams, tables and supporting data in their technical plan.

FORM XII
DETAILS OF EXPERT TEAM

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: _____

[Name of ULB or State Agency]

FORM XIII
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 the RFP documents 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.

S No	Scope of Work [choose as per the option]	Amount (INR per MT of MSW) ⁷	
		In Figures	In Words
1	Construction and O&M of an Integrated Processing and Disposal facility at [Project City].		
2	Construction and O&M of MSW Processing facility at [Project City].		
3	Collection, segregation and transportation of MSW in [Project Area] and disposal of the same at the designated site.		
4	Construction and O&M of Mechanized Refuse Transfer Station (MRTS) at [Project City].		

2. We confirm that the amount quoted above includes all taxes per MT of MSW Handled and no

⁷ To be kept in line with the Financial Bid Parameter identified as the project structure as specified in this RFP document.

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.
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 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 as preferred bidder.*

FORM XIV

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 should 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 commercial operations date (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, in case of processing/recycling.
8. Taxation Assumptions
 - Tax rates
 - Tax benefits

FORM XV
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 "Project" at [Project Area and/or City] through build-operate-transfer (BOT) format;

[Name of ULB or State Agency]

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:

FORM XVI
DETAILS OF ARBITRATION & LITIGATION HISTORY

[Letter Head of the Authority]

Litigation/ Arbitration against	Project/ Facility name	Details of the Litigation/ Arbitration (Causes, reasons, underlying events etc.)	Outcome of the Litigation/ Arbitration

FORM XVII

FORMAT FOR PERFORMANCE GUARANTEE

[To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country]

In consideration of the [Insert name of the Selected Bidder or Selected Bidder on behalf of the Seller] agreeing to undertake the obligations under the EPA dated _____ and Concession Agreement dated _____ and other RfP Project Documents, regarding setting up the Project [*details of the Project*] at [*project Site*], the _____ [insert name of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to the Authority [Name of the Authority] at [City Name] forthwith on demand in writing from the Authority [Name of the Authority] or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees [] only, on behalf of M/s. _____ [Insert name of the Selected Bidder].

This guarantee shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____. The Authority [Name of the Authority] shall be entitled to invoke this Guarantee till _____ [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the Authority [Name of the Authority] shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Authority [Name of the Authority], made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Authority [Name of the Authority].

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Authority [Name of the Authority] and [Insert name of the Selected Bidder] and/or any other person. The Guarantor Bank shall not require the Authority [Name of the Authority] to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Authority [Name of the Authority] in respect of any payment made hereunder.

[Name of ULB or State Agency]

This BANK GUARANTEE shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein. This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Authority [Name of the Authority] shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the [Insert name of Selected Bidder], to make any claim against or any demand on [Insert name of the Selected Bidder] or to give any notice to [Insert name of Selected Bidder] or to enforce any security held by the Authority [Name of the Authority] or to exercise, levy or enforce any distress, diligence or other process against [Insert name of the Selected Bidder].

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Authority [Name of the Authority] and may be assigned, in whole or in part, (whether absolutely or by way of security) by Authority [Name of the Authority] to any entity to whom the Authority [Name of the Authority] is entitled (if any) to assign its rights and obligations under the Concession Agreement.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted as per provisions of the Bid documents] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Authority [Name of the Authority] serves upon us a written claim or demand.

Signature _____
Name _____
Power of Attorney No. _____
For _____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address

Dated this ____ day of ____, 20__