

[NAME OF THE ULB OR STATE AGENCY]

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

Format Type – Build-Operate-Transfer (BOT)

International Competitive Bids

ICB No:

Issue Date	—
Date of Submission	—
Correspondence Address	—
Phone	—
Fax Number	—
Email	—

Disclaimer

The information contained in this Request for Qualification document (the “RFQ”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the ULB or State Agency or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the ULB or State Agency to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “Application”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the ULB or State Agency in relation to an Integrated Solid Waste Management Project in the [Project Area]. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the [ULB or State Agency], its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, and adequate or correct for all parties. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(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 [ULB or State Agency] accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

The ULB or State Agency also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ. The ULB or State Agency 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 RFQ.

The issue of this RFQ does not imply that the ULB or State Agency is bound to select and shortlist pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the ULB or State Agency reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

Table of Contents

[NAME OF ULB OR STATE AGENCY].....	6
LETTER OF INVITATION	6
1. INTRODUCTION.....	7
1.1. Background.....	7
1.2. Brief description of bidding process.....	8
1.3. Schedule of Bidding process.....	10
2. INSTRUCTIONS TO APPLICANTS.....	11
A. GENERAL.....	11
2.1. Scope of Application.....	11
2.2. Eligibility of Applicants.....	11
2.3. Pre-qualification criteria.....	14
2.4. Change in the composition of the Consortium:.....	16
2.5. Number of Applicants.....	17
2.6. Application and other costs.....	17
2.7. Site visit and the verification of information.....	17
2.8. Right to accept or reject any or all Applications/ Bids.....	17
B. DOCUMENTS.....	19
2.9. Contents of the RFQ.....	19
<i>This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.11.</i>	19
<i>Invitation for Qualification</i>	19
<i>Section 1 – Introduction</i>	19
<i>Section 2 – Instructions to Applicants</i>	19
<i>Section 3 – Fraud & Corrupt Practices</i>	19
<i>Section 4 – Pre Bid Conference</i>	19
<i>Section 5 – Miscellaneous</i>	19
<i>Appendices</i>	19
1. Letter comprising the Application for Pre-Qualification.....	19
2. Details of Applicant/Applicant Consortium.....	19
3. Statement of Legal Capacity.....	19
4. Power of Attorney for signing of Application.....	19
5. Power of Attorney for Lead Member of Consortium.....	19
6. Joint Bidding Agreement.....	19
5. Format for Technical Capacity experience.....	19
6. Format for Financial Capacity experience.....	19
2.10. Clarifications.....	19
2.11. Amendment of RFQ.....	20
C. PREPARATION AND SUBMISSION OF APPLICATION.....	20
2.12. Language.....	20
2.13. Signing of Application.....	20
2.14. Sealing and Marking of Applications.....	21
2.15. Application Due Date.....	22
2.16. Late Applications.....	22

2.17. Modifications/substitution/withdrawal of Applications	22
D. EVALUATION PROCESS	22
2.18. Opening and Evaluation of Applications	22
2.19. Confidentiality	23
2.20. Tests of Responsiveness	23
E. QUALIFICATION AND BIDDING	24
2.21. Short-listing and notification	24
2.22. Submission of Bids	24
2.23. Proprietary data	25
2.24. Correspondence with applicant:	25
3. FRAUD AND CORRUPT PRACTICES	26
4. PRE-APPLICATION CONFERENCE	28
5. MISCELLANEOUS.....	29
APPENDIX – I	30
LETTER COMPRISING THE APPLICATION FOR PRE-QUALIFICATION	30
NOTE: PARAGRAPHS IN SQUARE PARENTHESIS MAY BE OMITTED, IF NOT APPLICABLE, OR MODIFIED AS NECESSARY.	32
APPENDIX – II	33
DETAILS OF APPLICANT/ APPLICANT CONSORTIUM	33
APPENDIX – III	35
STATEMENT OF LEGAL CAPACITY	35
APPENDIX IV	36
POWER OF ATTORNEY FOR SIGNING OF APPLICATION	36
POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM	37
APPENDIX – VI.....	39
JOINT BIDDING AGREEMENT FOR CONSORTIUM	39
FORM G- DETAILS AND PROOF OF TECHNICAL CAPACITY.....	41
FORM H - DETAILS AND PROOF OF FINANCIAL CAPACITY.....	44

<<Name of the ULB or State Agency>>

[NAME OF ULB OR STATE AGENCY]

LETTER OF INVITATION

[DATE]

[Name and Address of Firms]

Dear Sirs,

The ULB or State Agency of [Project City], has proposed to implement the Integrated Municipal Solid Waste Management (IMSWM) system including collection, transportation, secondary storage, processing and scientific disposal of Municipal Solid Waste (MSW). The total estimated quantity of MSW may be about XXX Metric Tones per Day. In this connection, the [ULB or State Agency] intends to select the suitable Private Operators, in two stages, through International/National Competitive Bidding (I/NCB) process within the definite time schedule and terms and condition as set out in this documents.

Interested Private Operators are requested to submit the complete proposal as required in this Request for Qualification document on or before 15.00 hours on [Date].

Yours faithfully,

For [ULB or State Agency]

Authorized Signatory

1. INTRODUCTION

1.1. Background

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

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

The Authority intends to pre-qualify and short-list suitable Applicants (the “**Bidders**”) who will be eligible for participation in the Bid Stage, for awarding the Project through an open national/international competitive bidding process in accordance with the procedure set out in this document. The table above highlights the indicative capital costs of the [each/the] Project (the “**Estimated Project Cost**”), however, it is recommended that the bidder should carry out their own technical due diligence. The Authority will not be liable for any cost escalation during the implementation of the project.

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 the execution of the Concession Agreement (the “**Concessionaire**”), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project (sub project modules) under and in accordance with the provisions of the 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 process pursuant hereto.

1.1.3. The scope of work will broadly include design, build, finance, operate and maintain an Integrated Municipal Solid Waste Management system and also rehabilitation of the existing facilities, [if any] and the operations & maintenance thereof. The broad scope of work for the Project includes:

- i. Awareness campaigns and/or activities for MSW source storage & source segregation in the [identified] zones and/or wards and/or Project Area;
 - ii. Primary collection of Municipal Solid Waste in the [identified] Project Area;
-

-
- iii. Sweeping and cleaning of the [identified zones] including all roads, streets, footpaths and pavements and open roadside drains/ mouth of shoulder drains etc;
 - iv. Pre-transportation of the collected MSW from the [identified] zones to the secondary storage locations (the 'Transfer Station');
 - v. Construction of Conventional and/or Mechanized Refuse Transfer Station (MRTS) of [identified] capacity (Tones per Day) in the specified project site;
 - vi. Construction & Development of MSW processing facility for processing of MSW and its operations & maintenance during the concession period;
 - vii. Construction & Development of Sanitary Landfill Facility (SLF) for rejects and other inert components of MSW and its operations & maintenance for specified period;
 - viii. All the above facilities and MSWM services should meet desired environmental norms and should also be in line with MSW Rules 2000 notified by Ministry of Environment & Forests, Government of India.

1.1.4. The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the Application Due Date (the "**Application Due Date**") as specified in Clause 1.3 of this RFQ document.

1.2. Brief description of bidding process

1.2.1. The Authority has adopted a two-stage process (collectively referred to as the "**Bidding Process**") for selection of the bidder[s] for award of the Project[s]. The first stage (the "**Qualification Stage**") of the process involves qualification (the "**Qualification**") of interested parties and/or consortia that make an Application in accordance with the provisions of this RFQ (the "**Applicants**"). At the end of this stage, the Authority expects to announce a short-list of suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the "**Bid Stage**") comprising Request for Proposals (the "**Request for Proposals**" or "**RFP**").

1.2.2. In the Qualification Stage, Applicants would be required to furnish the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by the Authority shall be invited to submit their Bids for the Project[s]. The Authority is likely to provide sufficient time span for submission of the Bids for the Project. The Applicants are, therefore, advised to visit the site(s) and familiarize themselves with the Project[s].

1.2.3. In the Bid Stage, the Bidders will be called upon to submit their financial offers (the "**Bids**") in respect of the Project, in accordance with the RFP and other documents to be provided by the Authority, pursuant to the RFP (collectively the "**Bidding Documents**"). The Bidding Documents for the Project will be provided to every Bidder on payment of [**about 0.01 per cent of the estimated project cost**]. The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of bids (the "**Bid Due Date**").

-
- 1.2.4. In terms of the RFP, a Bidder will be 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 60 days from the Bid Due Date except in the case of the preferred [lowest/higher] Bidder. The Bidders will have an option to provide Bid Security in the form of a demand draft 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.
- 1.2.5. Generally, the selected Bidder shall be the [lowest or highest] Bidder, depending on the bidding criteria. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the [lowest or highest] Bidder in case such [lowest or 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 or highest] Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 1.2.6. During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.
- 1.2.7. As part of the Bidding Documents, the Authority will provide for Project a draft Concession Agreement (whatever the project structure solicited) and project report and/or feasibility report prepared by the Authority and/or its consultants and other information pertaining and/or relevant to the Project “**if**” available with it.
- 1.2.8. Bids will be invited for the Project on the basis of [the lowest financial grant (the “**Grant**”) and/or lowest tipping fee (the ‘**Tipping Fee**’) required] by a Bidder for implementing the Project. [A Bidder may, instead of seeking a Grant and/or Tipping Fee, offer to pay a premium (the “**Premium**”) and/or tipping fee to the Authority for award of the concession.] The Concession Period shall be predetermined, and will be indicated in the draft Concession Agreement forming part of the Bidding Documents. The [Grant or Tipping Fee/ Premium or Tipping Fee amount] shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the [highest Premium and/or Tipping Fee to the Authority, and in the event that no Bidder offers a Premium and/or Tipping Fee to the Authority, then to the Bidder seeking the lowest Grant or Tipping Fee from the Authority].
- 1.2.9. The Concessionaire **may** be entitled to [levy and charge a pre-determined user fee from users] of the Project as per the provisions of the Bidding Documents.
- 1.2.10. Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.
-

1.2.11. Any queries or request for additional information concerning this RFQ shall be submitted in writing by speed post or by fax or by e-mail to the officer designated in Clause 2.14.4 below The envelopes and/or communications shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFQ for “***” Project”**

1.3. Schedule of Bidding process

The Authority shall endeavor to adhere to the following schedule:

Stage-1: Pre-Qualification Stage

S. No	Event Description	Estimated Date
1	Publication of RFQ document	Zero date
2	Submission of query by the perspective applicants	+ 15 days
3	Pre-Application meeting	+ 20 days
4	Authority response to queries	+ 30 days
5	Application Submission Due Date	+ 60 days
6	Opening of Technical Bids	+ 60 days
7	Announcement of the Technical Bid results	+ 80days

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

Stage-2: Bid Stage

S. No	Event Description	Estimated Date
1	Sale of Bid/RFP document to short-listed applicants	+ 90 days
2	Submission of query by the perspective applicants	+ 105 days
3	Pre-Bid meeting	+ 110 days
4	Authority response to queries	+ 130 days
5	Bid Submission Due Date	+ 150 days
6	Opening of Bids	+ 150 days
7	Letter of Intent (LOI)	+ within 30 days of Bid Due date
8	Signing of the Contract	+ within 30 days of award of LOI

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

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1. Scope of Application

2.1.1. The Authority wishes to receive Applications for Qualification in order to short-list experienced and capable Applicants for the Bidding Stage.

2.1.2. Short-listed Applicants may be subsequently invited to submit the Bids for the Project.

2.2. Eligibility of Applicants

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

2.2.2. An Applicant may be a natural person, private entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.

2.2.3. An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest will be disqualified. An Applicant may be considered to have a Conflict of Interest that affects the Bidding Process, if:

- i. such Applicant (or any constituent thereof) and any other Applicant (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 Applicant or a constituent thereof in the other Applicant(s) (or any of its constituents) is less than 1% (one per cent) of its paid up and subscribed capital; or
 - ii. a constituent of such Applicant is also a constituent of another Applicant; or
 - iii. such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or
 - iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - v. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Application of either or each of the other Applicant; or
 - vi. An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant in any manner for matters related to or incidental to the Project and which will affect the bidding process thereof.
-

2.2.4. The Applicant should submit a Power of Attorney as per the format at Appendix IV, authorizing the signatory of the Application to commit the Applicant.

2.2.5. Where the Applicant is a Consortium, it should comply with the following additional requirements:

- i. Number of members in a consortium should be limited to 4 (four) only.
 - 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 shall have an equity share of at least 26% in the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix V, signed by all the other members of the Consortium.
 - iv. The Lead Member 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.
 - v. the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
 - vi. an individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
 - vii. the parties to a Consortium shall be entitled to form an appropriate Special Purpose Vehicle (the ‘SPV’), incorporated under the Indian Companies Act, 195, to submit Bids in due course and/or execute the Project if awarded to the Consortium;
 - viii. members of the Consortium shall enter into a binding Joint Bidding Agreement (the “**Jt. Bidding Agreement**”) for the purpose of making the Application and submitting Bid in the event of being short-listed. The Jt. Bidding Agreement shall, inter alia:
 - a. Convey the intent of the Lead Member to enter into a long-term management agreement (for a minimum period of 5 years) with the other member(s) of the Consortium or form a Joint Venture company.
 - b. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project[s] is awarded to the Consortium
 - c. clearly outline the proposed roles and responsibilities of each member at each stage;
 - d. commit the minimum equity stake to be held by each member; and
 - e. 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.

- ix. A copy of the Jt. Bidding Agreement should be submitted with the Application. The MoU entered into between the members of the Consortium should be specific to this Project and should contain the above requirements, failing which the Application shall be considered non-responsive.

2.2.6. Any entity which has been barred by the [Central and/or State Government, or any entity controlled by them], from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an application, either individually or as member of a Consortium. Any consortium having barred entity as its member will not be allowed to take part in the next round of bidding process.

2.2.7. An Applicant / Consortium member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial process of the Authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach by such Applicant and/or Consortium member.

2.2.8. For the purpose of evaluating Technical Capacity and Net Worth of Applicant and/or Consortium members under various provisions of Clause 2.3 the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes hereof, Associate means, in relation to the Applicant and/or Consortium member, a person who controls, is controlled by, or is under the common control with such Applicant and/or Consortium 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 50% (fifty 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.

2.2.9. The following conditions shall be adhered to while submitting an Application:

- i. Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendices is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
 - ii. Information supplied by an Applicant (or other constituent member if the Applicant is a Consortium) must apply to the Applicant or constituent member named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/or constitution is identical to that at pre-qualification;
-

-
- iii. In responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with various provisions of Clause 2.3 below; and;
 - iv. In case the Applicant is a consortium, each member of the Consortium should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.3. Pre-qualification criteria

2.3.1. The Bidder should be a corporate entity duly incorporated under the relevant laws. The bidder must possess the relevant certification of incorporation and Article of Association. The copy duly signed and sealed by the authorized signatory should be attached with the Application document.

2.3.2. To be eligible for pre-qualification and short-listing, an Applicant shall fulfill the following conditions of eligibility of Technical Capacity and Financial Capacity as described below.

2.3.3. The applicant participating in this procurement process must possess the experience 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; and 3. Possess requisite financial capability to implement this project.

It is further clarified that the consortium bidding is allowed for the project in the project so the Clause 2.2.5 must be read in conjunction. The following table lists out the possible 4 (four) scenarios 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 specified in Clause 2.3.4 below) 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 specified in Clause 2.3.5 below) 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 specified in Clause 2.3.6 below) 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 4: The Company meets the entire qualifying requirement by itself.

2.3.4. Operations & Maintenance (O&M) experience:

Terms of O&M capability	Consideration of the capacities
1. Has experience only in managing Transfer Station (secondary storage) then	100% or more of the MSW generated in the project.
2. Has only experience in Processing facility then	50% or more of the MSW generated in the project.
3. Has only experience in Sanitary land fill facility	75% or more of the waste generated.
4. In case it has experience in at least two of the above (1 to 4) then the experience required will be	50% or more of the project waste.
5. In case the bidder has experience in more than two components (1 to 4) then the experience required will be	30% or more of the project waste.

2.3.5. Construction experience:

Terms of Construction capability	Consideration of the capacities
1. Has experience only in construction of transfer station then	50% or more of the waste generated in the Project.
2. Has only experience of construction of waste Processing facility then	50% or more of the waste generated in the Project.
3. Has only experience in construction of Sanitary land fill facility	50% or more of the waste generated.
4. In case it has experience in at least two of the above (1 to 3) then the experience of	30% or more of the project waste.
5. In case the bidder has experience in more than two components (1 to 3) then	25% or more of the project waste.
6. If the bidder does not possess any construction experience in MSWM then	The bidder must have experience in implementation of any PPP project in last 7 years in infrastructure ¹ project with transferability clause having 80% of the proposed project cost. The bidder must submit the certificate from the project sponsor that it has already invested the required sum in the project as per the provision of this RFQ.

2.3.6. Financial Capability:

¹ Infrastructure includes : highways, expressways, bridges, tunnels and airfields, power, telecom, ports, airports, railways, industrial parks, petroleum and natural gas, pipelines, irrigation, water supply, sewerage and real estate development

The bidder has at least of net worth of [25%] 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:

1. 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.
 2. 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.
 3. 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.
 4. 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.
- 2.3.7. The Applicant shall enclose with its application details of proof of Technical and Financial capacity as per the formats enclosed in Appendix V and VI.
- 2.3.8. The Applicant shall promptly inform the Authority of any change in its shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.
- 2.3.9. Only those Applicants who meet the eligibility criteria specified in various provision of the Clause 2.3 in full shall qualify for evaluation. Applications of firms and/or consortia who do not meet these criteria shall be rejected.

2.4. Change in the composition of the Consortium:

- 2.4.1. Change in the composition of consortium will not be permitted by the Authority during the Qualification stage.
- 2.4.2. Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:
- i. the Lead Member continues to be the Lead Member of the Consortium;
 - ii. the substitute is at least equal, in terms of Technical Capacity and Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
 - iii. the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member of any other Consortium bidding for this Project.
-

2.4.3. Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.

2.4.4. The modified/ reconstituted Consortium shall be required to submit a revised Jt. Bidding Agreement before the Bid Due Date.

2.5. Number of Applicants

2.5.1. An Applicant is eligible to submit only one Application for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

2.6. Application and other costs

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

2.7. Site visit and the verification of information

2.7.1. Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, number of households and/or zones and/or wards in the project area, project site surroundings for compliance of environment protection, availability of power, and other utilities for construction, access to site, handling and storage of materials, seismic data, soil testing, applicable laws and regulations, labor laws, local bye-laws and any other matter considered relevant by them which will affect the outcome of the Project.

2.7.2. It shall be deemed that by submitting the Application, the Applicant has:

- i. made a complete and careful examination of the RFQ;
- 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 RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.7.1 above; and
- iv. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.7.3. The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority. It is the sole responsibility of the Applicant to ascertain the accuracy of the data provided by the Authority.

2.8. Right to accept or reject any or all Applications/ Bids

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

2.8.2. The Authority reserves the right to reject any Application and/or Bid if:

- i. At any time, a material misrepresentation is made or uncovered, or
- ii. The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

Such misrepresentation and/or improper response shall lead to the disqualification of the Applicant and/or Bidder. If the Applicant is a Consortium, then the entire Consortium shall be disqualified. If such disqualification occurs after the Bids have been opened and the Preferred [highest/lowest] Bidder gets disqualified, then the Authority reserves the right to:

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

2.8.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence (Transition period) thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Applicant has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant.

2.8.4. The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

B. DOCUMENTS

2.9. Contents of the RFQ

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.11.

Invitation for Qualification

Section 1 – Introduction

Section 2 – Instructions to Applicants

Section 3 – Fraud & Corrupt Practices

Section 4 – Pre Bid Conference

Section 5 – Miscellaneous

Appendices

1. Letter comprising the Application for Pre-Qualification
2. Details of Applicant/Applicant Consortium
3. Statement of Legal Capacity
4. Power of Attorney for signing of Application
5. Power of Attorney for Lead Member of Consortium
6. Joint Bidding Agreement
5. Format for Technical Capacity experience
6. Format for Financial Capacity experience

2.10. Clarifications

2.10.1. Applicants requiring any clarification on the RFQ may notify the Authority in writing by speed post or by fax and e-mail. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3.1. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Application Due Date. The responses will be sent by fax or e-mail. The Authority will share all the queries and its responses thereto, to all applicants present in the pre-application meeting without identifying the source of queries.

2.10.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this

Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.10.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. 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.

2.11. Amendment of RFQ

2.11.1. At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.

2.11.2. Any Addendum thus issued will be sent in writing to all those who have downloaded the RFQ and duly notified the Authority in writing by the authorized representative about their intention of participation in the bidding process.

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

C. PREPARATION AND SUBMISSION OF APPLICATION

2.12. Language

2.12.1. The Application 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 Applicant with the Application may be in any other language 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 Application, the English language translation shall prevail.

2.13. Signing of Application

2.13.1. The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.13.2. The Applicant shall prepare one original set of the documents comprising the Application (together with originals and/or copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 2 (two) copies of the Application, marked "COPY".

In the event of any discrepancy between the original and the copies, the original shall prevail.

2.13.3. The Application and its copies shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. The person(s) signing the Application form shall initial all the alterations, omissions, additions or any other amendments made to the Application. The Application shall contain page numbers and shall be hard bound.

2.14. Sealing and Marking of Applications

2.14.1. The Applicant shall submit the Application in the format specified at Appendix I and seal it in an envelope and mark the envelope as “APPLICATION”. The Applicant shall seal the original and each copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPIES”. The envelopes shall then be sealed in an outer envelope.

2.14.2. The Application should include the following contents in the formats prescribed in Appendices of this document.

Appendix	Content
I	Letter comprising the Application of Pre-Qualification
II	Details of Applicant / Applicant Consortium
III	Statement of Legal Capacity
IV	Power of Attorney for Signing of Application
V	Power of Attorney for Lead Member of Consortium
VI	Joint Bidding Agreement for Consortium
VII	Details and Proof of Technical Capacity
VIII	Details and Proof of Financial Capacity

2.14.3. Each of the envelopes shall clearly bear the following identification: **“Application for Qualification: for the ***** Project”** and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.

2.14.4. Each of the envelopes should be addressed to:

Attention of -
Designation -
Address -
Fax no -
E-mail -

2.14.5. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted.

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

2.15. Application Due Date

2.15.1. Applications should be submitted before 1500 hours IST on the Application Due Date, at the address provided in Clause 2.14.4 in the manner and form as detailed in this RFQ. A receipt of acceptance thereof should be obtained from the office of the person specified in Clause 2.14.4.

2.15.2. The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with various provision of Clause 2.11 uniformly for all Applicants.

2.16. Late Applications

2.16.1. Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for considerations and shall be summarily rejected.

2.17. Modifications/substitution/withdrawal of Applications

2.17.1. The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification; substitution or withdrawal is received by the Authority prior to Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

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

2.17.3. Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the Authority has expressly sought the same after the application due date, for shall be disregarded.

D. EVALUATION PROCESS

2.18. Opening and Evaluation of Applications

2.18.1. The Authority shall open the Applications at 1600 hours IST on the Application Due Date at the place specified in Clause 2.14.4 and in the presence of the authorized person(s) of Applicant(s) who choose to attend.

2.18.2. Applications for which a notice of withdrawal has been submitted in accordance with section 2.16 shall not be opened and will be returned to the authorized person of the applicant after or on the day of the bid opening by the Authority.

2.18.3. The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 2.

-
- 2.18.4. Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants 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.
- 2.18.5. Any information contained in the Application shall not in any way be construed as binding on the Authority, its consultants, successors or assigns, but shall be binding against the Applicant if the project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 2.18.6. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Application without assigning any reasons.

2.19. Confidentiality

- 2.19.1. Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants 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 Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

2.20. Tests of Responsiveness

- 2.20.1. Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:
- i. It is received as per the contents indicated in Clause 2.14.2
 - ii. It is received by the Application Due Date including any extension thereof pursuant to Clause 1.3
 - iii. It is signed, sealed, hard bound and marked as stipulated in provisions set out in section 2.14.
 - iv. It is accompanied by the Power(s) of Attorney and other authorizations required as per this RFQ.
 - v. It contains all the information (complete in all respects) as requested in this RFQ;
 - vi. It contains information in formats same as those specified in this RFQ;
 - vii. It is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.5 (viii).
 - viii. It does not contain any condition on qualification; and
 - ix. It is not non-responsive in terms hereof.
-

2.20.2. The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

2.20 Clarifications

2.20.3. To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek written clarifications from any Applicant regarding its Application through email or fax. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. The extension for the clarification date will be at the sole discretion of the Authority. If the extension sought by the Applicant is beyond the due date, then the extension will be provided till the due date.

2.20.4. If an Applicant does not provide clarifications sought under Sub-Clause (1) above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understandings of its advisors, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. QUALIFICATION AND BIDDING

2.21. Short-listing and notification²

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

2.22. Submission of Bids

2.22.1. The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

2.22.2. Only pre-qualified Applicants shall be invited by the Authority to submit their Bids for the Project. The Authority is likely to provide a reasonable time span as indicated in the Clause 1.3 for submission of the Bids for the Project. The Applicant are therefore advised to visit the site(s) and familiarize themselves with the Project by the time of

² In case of exceptionally complex projects where the Authority is of the opinion that the Bidders must submit their technical proposal/ plan, the requirements thereof shall be specified in detail and such proposal/ plan shall be invited at the Qualification Stage, either along with the initial applications or at an intermediate stage. This shall form part of the pre-qualification process and only the Applicants who have been pre-qualified shall be invited to participate in the Bid Stage for submission of Bids. The Bid Stage shall only consist of invitation to submit financial offers

submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

2.23. Proprietary data

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

2.24. Correspondence with applicant:

2.24.1. The Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application in future.

3. FRAUD AND CORRUPT PRACTICES

- 3.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 3.2. Without prejudice to the rights of the Authority under Clause 3.1.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3.3. For the purposes of this Clause 3, 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;
 - iii. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - iv. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or
-

in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- v. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4. PRE-APPLICATION CONFERENCE

- 4.1. A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the RFQ document shall be allowed to participate in the Pre-Application conference. Applicants who have downloaded the RFQ document from the Authority's website should submit a Demand Draft of the amount towards the cost of document as indicated in Clause 1.2.3, through their representative attending the conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- 4.2. During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5. MISCELLANEOUS

- 5.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at [State of Authority], India, shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- i. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - ii. consult with any Applicant in order to receive clarification or further information;
 - iii. pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
 - iv. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
 - v. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 5.3. It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
-

APPENDIX – I

Letter Comprising the Application for Pre-Qualification

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

To:

The Secretary/Authority

Dated:

Sub: Application for pre-qualification for ***** Project

Dear Sir,

With reference to your RFQ document dated *****, I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

1. All information provided in the Application and in the Appendices is true and correct and all documents accompanying such Application are true copies of their respective originals.
 2. This statement is made for the express purpose of qualifying as a Bidder for the [development, construction, operation and maintenance] of the aforesaid Project.
 3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
 4. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
 5. We certify that in the last 3 (three) years, we and/or 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.
 6. I/We declare that:
 - a. I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority.
 - b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.3 of the RFQ document; and
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 3.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
-

-
- d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 3 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.8 of the RFQ document.
8. I/ We declare that we/ any Member of the Consortium, are/ is not a Member of a/ any other Consortium applying for pre-qualification.
9. 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.
10. 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.
11. 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.
12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
13. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ document, and duly signed, is enclosed.
14. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate itself as such prior to execution of the Concession Agreement.
15. 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 Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
-

16. I/we agree and undertake to abide by all the terms and conditions of the RFQ document.

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

Yours faithfully,

Date: (Signature of the Authorized Signatory)

Place: (Name and designation of the Authorized Signatory)

Name and Seal of the Applicant and/or Lead Firm

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

APPENDIX – II

Details of Applicant/ Applicant 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 role of 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	Percentage of equity in the Consortium
1			
2			
3			
4			

- (d) The following information should also be provided for each member of the Consortium:
-

Name of Applicant/ member of Consortium:

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 Applicant 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):

APPENDIX – III

Statement of Legal Capacity

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

Ref.

Date:

To,

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

Authorised Signatory

For and on behalf of

**Please strike out whichever is not applicable.*

APPENDIX IV

Power of Attorney for Signing of Application

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 application for pre-qualification and submission of our bid[s] for ***** 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 Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project[s] 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, ADDRESS)

WITNESS:

1.

2.

(ACCEPTED) _____ (SIGNATURE)

(NAME, TITLE, ADDRESS OF THE ATTORNEY)

[NOTARIZED]

- 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 favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
 - For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.
-

APPENDIX V

Power of Attorney for Lead Member of Consortium

Whereas, the ***** (the “Authority”) has invited applications from interested parties for the ***** Project[s].

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, and _____ having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Koyambedu Wholesale Market Complex Solid Waste Management Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid[s] for the Project[s], 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 bid[s] 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[s] for the Project[s] 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 THIS POWER OF ATTORNEY ON THIS ____ DAY OF ____ 20**

FOR _____
(SIGNATURE)

(NAME AND TITLE)

FOR _____
(SIGNATURE)

(NAME AND TITLE)

FOR _____
(SIGNATURE)

(NAME AND TITLE)

WITNESS:

- 1.
- 2.

(EXECUTANTS)

(TO BE EXECUTED BY ALL THE MEMBERS OF THE CONSORTIUM)

[NOTARIZED]

- 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 and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
 - Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
 - For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.
-

APPENDIX – VI

Joint Bidding Agreement for Consortium

(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 and/or Consortiums for Appointment of Private operator for **** Project[s] 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 XX% of the aggregate shareholding of the Consortium at all times 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.
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 Qualification and/or Request for Proposal document.
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 [State of Authority], 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

Authorized signatory of Party of the first part:

Authorized signatory of Party of the second part:

Authorized signatory of Party of the third part:

Witness 1

Witness 1

Form G- Details and Proof of Technical Capacity

List of Eligible Projects

Project Category	Project details
A – PPP 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 XX TPD capacity	<ul style="list-style-type: none"> • <i>Title:</i> • <i>Location:</i> • <i>Waste Quantity handled</i> • <i>Year of Award:</i> • <i>Project description:</i> • <i>Contract duration:</i> • <i>Other information:</i>
C- Construction and O&M (i) – MSW Processing Yard O&M of MSW Processing of minimum XXX TPD capacity	<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 and O&M (ii) – Sanitary landfill O&M of Sanitary Land fill of minimum XX TPD capacity	<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>
E- Construction and O&M (ii) – Transfer Station O&M of Transfer Station of minimum XX TPD capacity	<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>

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 projects shown in one category (i.e., A, B and C) 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 for each of the categories)
 - 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	1. PPP <input type="checkbox"/> 2. O&M Collection <input type="checkbox"/> 3. O&M Compost Yard <input type="checkbox"/> 4. O&M Sanitary Land fill <input type="checkbox"/>
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 / contract	
Date of completion /commissioning	
Role of Applicant in the project.	

Short Description of the project (not exceeding 150 words):

Nature of Services Provided:

**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 H - 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

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.
