REQUEST FOR PROPOSAL
Integrated Solid Waste Management Project

REQUEST FOR PROPOSAL
FOR
DEVELOPMENT OF INTEGRATED SOLID WASTE MANAGEMENT
(Collection, Transportation, Processing and Disposal)
FOR
PUNHANA CLUSTER
THROUGH
PUBLIC PRIVATE PARTNERSHIP

Volume 1: Instruction to Bidders

Directorate of Urban Local Bodies
Bays 11-14, Sector 4, Panchkula,
Urban Estate, Haryana 134112

FEBRUARY 2019
# REQUEST FOR PROPOSAL

*Integrated Solid Waste Management Project*

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**DIRECTOR, URBAN LOCAL BODIES, HARYANA**

Notice Inviting Request for Proposal

No. --------------------------  Dated: -------------------

Online bids are hereby invited on behalf of Director, Urban Local Bodies, Haryana from eligible entities for the below mentioned work:

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Estimated Project Cost (Cr)¹</th>
<th>Plant Capacity (TPD)</th>
<th>Bid Security/EMD (1% of the Estimated Project Cost)</th>
<th>Performance Security (10% of the Estimated Project Cost)</th>
<th>RFP Document Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selection of Contractor for Setting up of Integrated Solid Waste Management Project for Collection, Transportation, Processing and Disposal in Punhana Cluster on Public Private Partnership (PPP)</td>
<td>54.49 Cr</td>
<td>175 TPD</td>
<td>54.49 lakh</td>
<td>5.44 Cr.</td>
<td>Rs. 10,000/-</td>
</tr>
</tbody>
</table>

1. RFP documents can be seen on and downloaded from the portal: [http://etenders.nic.in](http://etenders.nic.in) by the eligible entities registered on the portal.

2. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate ("DSC") at the earliest, as per the process mentioned in the RFP document.

3. Document Fee has to be paid online through payment gateway during the "Downloading of RFP Document & Payment of RFP Document fees” stage of Rs. 10,000/- (Ten thousand only) plus Rs. 1000/- as online fee in favour of Commissioner/ Executive Officer Municipal Committee Punhana.

4. The RFP may be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.

5. Possession of DSC and registration of the contractors on the portal i.e. [http://ulb.etenders.nic.in](http://ulb.etenders.nic.in) is a prerequisite for e-tendering.

For further details and e-tendering schedule, visit website [http://etenders.nic.in](http://etenders.nic.in)

-Sd-

Commissioner/ EO/ SE / XEN  
Municipal Committee, Punhana

On behalf of Director, ULB  
Haryana

¹ This cost is based on the Feasibility Report prepared by the TA. The Bidder is expected to carry out its assessment of actual costs before submitting its Proposal.
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Disclaimer

1. The information contained in this Request for Qualification cum 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 Department or any of its 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.

2. This RFP is not an agreement and is neither an offer nor invitation by Department 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 key submissions, technical bid and financial bid pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Department in relation to the Project.

3. 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 Department, 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 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 and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

6. The Department 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.

7. The Department 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.

8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department 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 Department 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.
Definitions

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed herein. The words and expressions beginning with capital letters but not defined herein, but defined in the Concession Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto herein. The undermentioned words and expressions used in this RFP shall have the meaning set out below:

<table>
<thead>
<tr>
<th><strong>Applicable Law</strong></th>
<th>Shall mean all laws, brought into force and effect by the Government of India or the State Government of Haryana, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of the Concession Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Applicable Permits</strong></td>
<td>Shall mean all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project during the subsistence of the Concession Agreement</td>
</tr>
<tr>
<td><strong>Concession Agreement</strong></td>
<td>Shall mean the agreement to be executed by the SPV with the ULBs and Department for discharging obligations related to the Project and includes any amendment or modification made to the said agreement in accordance with the provisions thereof</td>
</tr>
<tr>
<td><strong>Concession Period</strong></td>
<td>Shall mean the period of twenty (20) years, commencing from the date of the execution of the Concession Agreement</td>
</tr>
<tr>
<td><strong>Concessionaire</strong></td>
<td>Shall mean the SPV incorporated by the Selected Bidder to implement the Project and sign the Concession Agreement with the ULB</td>
</tr>
<tr>
<td><strong>“Commercial Operations Date” or “COD”</strong></td>
<td>means the date when the Power Plant achieves commercial operations, pursuant to the provisions of the Concession Agreement</td>
</tr>
<tr>
<td><strong>Designated ULB</strong></td>
<td>Shall mean the Municipal Committee, Punhana</td>
</tr>
<tr>
<td><strong>Financial Capacity</strong></td>
<td>Shall have the meaning ascribed to it in Clause 3.2 B</td>
</tr>
<tr>
<td><strong>MSW or Municipal Solid Waste or Waste or Solid Waste</strong></td>
<td>Shall mean the Municipal Solid Waste as described under the Solid Waste Management Rules, 2016</td>
</tr>
<tr>
<td><strong>Participating ULBs</strong></td>
<td>Shall mean Municipal Corporations/ Councils/ Committee of Punhana, Palwal, Hodal, Hathin and FerozpurJhirkaalong with the areas included/ excluded in these ULBs during the Concession Period</td>
</tr>
<tr>
<td><strong>Project</strong></td>
<td>Means the integrated solid waste management project for collection, transportation, processing and disposal of MSW for the PunhanaCluster, as per terms and conditions of the Concession Agreement</td>
</tr>
<tr>
<td><strong>Agreement</strong></td>
<td>Shall mean the municipal areas under the Participating ULBs including areas under HUDA, Housing board, HSIIDC, licensed colonies etc.</td>
</tr>
<tr>
<td><strong>Selected Bidder</strong></td>
<td>Shall mean the Bidder that has been issued the Letter of Award by the Department for the Project</td>
</tr>
</tbody>
</table>
| **PunhanaCluster** | Shall mean the urban local bodies operating in Punhana, Palwal, Hodal, Hathin and Firozpur Jhirka of the State of Haryana, namely the following:  
(i) Punhana  
(ii) Palwal  
(iii) Hodal  
(iv) Hathin  
(v) Ferozpur Jhirka |
| **SPV or Special Purpose Vehicle** | Shall mean the company under the Companies Act, 2013, incorporated by the Selected Bidder for discharging its obligations with respect to the Projects in terms of the Concession Agreement |
| **SWM Rules** | Shall mean the Solid Waste Management Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986) |
| **Technical Capacity** | Shall have the meaning ascribed in 3.2 A |
| **User Charges/User Fee** | Shall mean a fee notified by the Government of Haryana and Participating ULBs from time to time on the waste Generator in the Project Area |
| **Waste Generator** | Shall mean persons or establishments generating MSW within the jurisdiction of the Participating ULBs |
1. Introduction

1.1 Project Background

The Directorate of Urban Local Bodies, Haryana (the “Department”) has initiated the online bidding process for selection of concessionaire (“Concessionaire”) for undertaking the integrated solid waste management project for the Punhana Cluster and for providing the services detailed in the Concession Agreement (hereinafter referred to as “Project”). The Punhana Cluster comprises of the Urban Local Bodies (“ULBs”) operating in Punhana, Palwal, Hodal, Hathin and FerozpurJhirka of the State of Haryana. (hereinafter referred to as the “Punhana Cluster”). The department has decided to carry out the bidding process (defined hereinafter) for the selection of the Concessionaire to whom the project may be awarded.

1.1.1. The brief particulars of the Project are as follows:

<table>
<thead>
<tr>
<th>Name of the Project</th>
<th>Estimated Project Cost (In Rs.cr.)</th>
<th>Capacity in TPD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Integrated Solid Waste Management for Punhana Cluster</td>
<td>54.49</td>
<td>175</td>
</tr>
</tbody>
</table>

2 This cost is based on the Feasibility Report prepared by the TA. The Bidder is expected to carry out its assessment of actual costs before submitting its Proposal.
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- Setting up and managing Complaint Redressal Centre at to monitor Project activities and to address user complaints and maintain its record;
- The concessionaire shall be obligated to deploy its representative in each participating ULB for prompt cognizance and redressal of any service complaint related to one or more of concessionaire’s obligation under the Agreement. The participating ULB shall provide for the seating arrangement for such representative deployed by concessionaire.
- To collect (for and on behalf of Participating ULBs) from Waste Generators and deposit the User Charges in the designated account conveyed in writing by the Designated ULB. For avoidance of doubt, in no event, the Concessionaire shall be entitled to appropriate/retain the whole or any part of the User Charges thus collected.

1.1.3. Estimated MSW generation is about 139TPD. It is expected to reach 251 TPD by 2038. The Bidder is free to carry out its own assessment of MSW generation in Punhana Cluster. The Selected Bidder shall be responsible for door to door collection, transportation, processing and disposal of MSW in SLF and for that purpose to design, develop, finance, construct, operate and maintain the facilities of Designed Capacity to manage/process the entire MSW generated in the cluster, setup at least 175TPD processing plant and shall cater to future increase in MSW generation during the Concession Period as per Solid Waste Management Rules, 2016. In case the proposed MSW processing site is existing dump site then the Selected Bidder shall also employ suitable technology/processes to manage the existing waste for reclaiming the land to the extent possible including but not limited to the land required for setting up the Processing Facility and Sanitary Landfill (the “Project”). The detailed scope of work along with list of identified land and existing equipment and vehicles has been provided in the Terms of Reference (TOR) provided with RFP.

1.1.4. The Department shall receive Proposal(s) and other documents pursuant to this Request for Proposal (“RFP”) as modified, altered, amended and clarified from time to time and such Proposal(s) and other documents shall be prepared and submitted in accordance with terms of this RFP. The Proposal(s) shall be evaluated by the Department.

1.1.5. The estimated cost of the project (the “Estimated Project Cost”) has been specified in Clause 1.1.1 above. The assessment of actual cost, however, will have to be made by the Bidders.

1.1.6. The Draft Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “Concession”).

1.2 General Information

1.2.1 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 Department’s right to amend, alter, change, supplement or clarify the scope of Project, 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 not to be entertained by the Department. Any claim on the basis of this intent and no claim shall be entertained by the Department.

1.2.2 The Department shall receive Bid(s) pursuant to this RFP in accordance with the terms set forth in
this RFP and other documents to be provided by the Department pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Department (collectively the “Bidding Documents”), and the Bid shall be prepared and submitted in accordance with such terms on or before the date specified for submission of the Bid (the “Bid Due Date”).

1.2.3 The Selected Bidder shall be required to incorporate a company under the Companies Act, 2013 (the “SPV”), which shall undertake obligations with respect to the Project and execute the Concession Agreement with the Department and the Designated ULB (the “Concession Agreement”).

1.2.4 The Department has appointed M/s Ernst & Young LLP as Transaction Advisor (“TA”) to assist the Department and ULBs in selecting a Concessionaire for implementing the Project on Public Private Partnership (“PPP”) basis. The Selected Bidder shall be required to pay the TA, the transaction fee as per the schedule provided in the Concession Agreement.

2. Brief description of Bidding Process

2.1 General

The Department has adopted a single stage online bidding process consisting of submission of a technical bid and a financial bid (both terms are defined hereafter) (the “Bidding Process”) for selection of the Bidder for award of the Project. Any person intending to participate in the Bidding Process online, is required to get registered for the electronic tendering system on the portal [http://etenders.nic.in]. For more details, please see the information in registration info link on the home page.

Eligibility and qualification of the bidder (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the Consortium) will be first examined based on the details submitted (“Technical Bid”) with respect to eligibility and qualifications criteria prescribed in this RFP. The financial bid submitted online (“Financial Bid”) shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP. For avoidance of doubt, it is clarified that Financial Bid has to be submitted online only. No physical hard copy of Financial Bid is to be submitted by the Bidders.

2.1.1 Bidders shall be required to examine the Project in greater detail, and carry out, at their cost, such studies with respect to the Estimated Project Cost set out in the Feasibility Report, annexed as Annexure VII to the RFP, before submitting their respective Bids for award of the Project.

2.1.2 The Bids are to be submitted online and are required to be encrypted and digitally signed, therefore, the Bidders are advised to obtain DSC as per details mentioned in section 2.2. The physical hard copy submission of the Technical Bid shall be in accordance with Clause 2.9.

2.1.3 The Bidders may be called for a technical presentation to share their approach and methodology for undertaking the Project including their views on the Project milestones and timelines.

2.1.4 The Department reserves the right to visit at its own cost, one or more Project Area(s) listed by the Bidder in its list of experience, to independently verify and satisfy itself about the quality of work performed and also verify the certificates filed by the Bidder, as part of Bidding Documents.
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Bidders shall be responsible to organize meetings with their respective clients and also take around Department’s/ Designated ULB’s team in the Project Area(s).

2.1.5 Any queries or request for additional information concerning this RFP shall be submitted through email on Email ID mentioned in this RFP document. Bidders are advised to be specific and pose clause wise queries in an unambiguous manner. The Department reserves the right not to respond to vague and frivolous queries.

The subject of the email shall mention the following:

“QUERIES/REQUEST FOR ADDITIONAL INFORMATION: REQUEST FOR PROPOSAL FOR DEVELOPMENT OF INTEGRATED SOLID WASTE MANAGEMENT PROJECT FOR PUNHANA CLUSTER ON PUBLIC PRIVATE PARTNERSHIP (PPP) BASIS"

The pre-bid queries should be submitted in the format specified below to be considered for response. Pre-bid queries not submitted in the prescribed format shall not be responded to.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Organization</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Document Name</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Page Number</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Clause Number</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Query</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Suggestion, if any</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Name &amp; Designation of point of contact</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Contact No. &amp; Email ID</td>
<td></td>
</tr>
</tbody>
</table>

2.2 Obtaining a Digital Certificate

2.2.1 The Bids submitted online should be encrypted and signed electronically to establish the identity of the Bidder bidding online. A digital signature certificate has two keys i.e. public key and private key. Public Key is used to encrypt the data and private key is used to decrypt the data. Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These are issued by an approved certifying authority, by the controller of Certifying Authorities, Government of India.

2.2.2 The Bidders may obtain Class II B digital certificate from any Certifying Authority or Sub-Certifying Authority authorized by the Controller of Certifying Authorities on the portal http://cca.gov.in. or may obtain information and application format and documents required for issue of digital certificate from one such certifying authority on given below which is:

i. **TATA Consultancy Services Ltd.**  
   11<sup>th</sup> Floor, Air India Building, Nariman Point, Mumbai-400021  
   website - www.tcs-ca.tcs.co.in

ii. **Sify Communications Ltd.**
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IIIrd Floor, Tidel Park, 4 Canal Bank Road, Taramani, Chennai-600113  
Website: www.safescrypt.com

iii. MTNL Trustline CA  
O/o DGM (IT-CA), 5515, 5th Floor, Core-V Mahanagar Doorsanchal Sadan, CGO Complex, MTNL, Delhi-125003  
Website: www.mtnltrustline.com

iv. iTrust CA (IDRBT)  
Castle Hills, Road No.1, Masab Tank, Hyderabad, Andhra Pradesh - 500057  
Website: idrbtc.org.in

v. (n)Code solutions  
301, GNFC Tower, Bodak Dev, Ahmedabad-380054, Gujarat  
Website: www.ncodesolutions.com

vi. National Informatics Centre Ministry of Communication and Information Technology  
A-Block CGO Complex, Lodhi Road, New Delhi-125003  
Website: https://nicca.nic.in

vii. e-Mudhra CA  
3i Info-tech Consumer Services Ltd, 3rd Floor, Sai Arcade, Outer Ring Road, Devarabeesanahalli, Bangalore 560036, Karnataka  
Website: http://www.e-Mudhra.com

The Bidders may also obtain information and application format and documents required for issue of digital certificate from the following:

i. Nextenders (India) Pvt. Ltd.  
O/o Additional Chief Engineer, HUDA, Sector 40, M- Block South City –I, Gurgaon  
Contact Person: Sh. Rajit Garg – 09650482332

ii. Nextenders (India) Pvt. Ltd.  
YUCHIT, Juhu Tara Road, Mumbai-400049  
Email: chandigarh@nextenders.com

iii. Nextenders (India) Pvt. Ltd.  
O/o HSRDC, Bays No.13-14, Sec-2, Panchkula-134151  
Contact Person: Manmit – 09815034028 Rishi – 09878012160

2.2.3 Bids in response to the RFP may be submitted only using the digital certificate, which is used to encrypt the data and sign the hash during the stage of bid preparation and hash submission. In case, during the process of a particular tender, the user loses his digital certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to have back up of certificate and keep the copies at safe place under proper security to be used in case of emergencies.

2.2.4 If the digital certificate issued to the authorized user of the Bidder is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney to
that user. The Bidder has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to give adequate authority to the user to submit a bid on behalf of the entity for the Project, as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the entity submitting the Bid. It shall be the responsibility of the management / directors/partners of the registered entities/Bidderto inform the Certifying Authority or sub certifying authority, in case of change of authorized user and applies for a fresh digital certificate and issues an 'authorization certificate' for the new user. The procedure for application of a digital certificate will remain the same for the new user.
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2.3 Schedule of Bidding Process

2.3.1 The Department would endeavour to adhere to the following schedule. However, the department may, at its own discretion, revise or extend any of the timelines set-forth in this schedule.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>MC Stage</th>
<th>Contractor Stage</th>
<th>Start Date &amp; Time</th>
<th>Expiry Date &amp; Time</th>
<th>Envelopes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Release of Tender</td>
<td>-</td>
<td>05.03.2019 10:00 Hrs</td>
<td>20.04.2019 17:00 Hrs</td>
<td>-</td>
</tr>
<tr>
<td>2.</td>
<td>-</td>
<td>Tender Download</td>
<td>05.03.2019 10:00 Hrs</td>
<td></td>
<td>Financial Bid Envelope, EMD/ Bid Security Envelope, Technical Bid Envelope</td>
</tr>
<tr>
<td>3.</td>
<td>Pre-Bid Meeting</td>
<td></td>
<td>05.04.2019 11:00 Hrs</td>
<td></td>
<td>Financial Bid Envelope, EMD/ Bid Security Envelope, Technical Bid Envelope</td>
</tr>
<tr>
<td>4.</td>
<td>-</td>
<td>Submit Bids online</td>
<td>22.04.2019 17:00 Hrs</td>
<td></td>
<td>Financial Bid Envelope, EMD/ Bid Security Envelope, Technical Bid Envelope</td>
</tr>
<tr>
<td>5.</td>
<td>Open EMD &amp; Technical/PQ bid</td>
<td>-</td>
<td>22.04.2019 10:00 Hrs</td>
<td>23.04.2019 17:00 Hrs</td>
<td>Bid Security/ EMD Envelope, Technical Bid Envelope</td>
</tr>
<tr>
<td>6.</td>
<td>Technical Evaluation</td>
<td>-</td>
<td>06.05.2019 10:00 Hrs</td>
<td>7.05.2019 17:00 Hrs</td>
<td>Technical Bid Envelope</td>
</tr>
<tr>
<td>7.</td>
<td>Open Financial / Price-Bid</td>
<td></td>
<td>10.05.2019 14:00 Hrs</td>
<td></td>
<td>Financial Bid Envelope</td>
</tr>
</tbody>
</table>

*Tentative Date for Completion of Evaluation Process

2.3.2 The date and time will be binding on all the Bidders. The Bidders are required to complete the stage within the stipulated time as per the schedule to continue their participation in the Binding Process tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined in the Instruction to Bidders. The Bidder should check the status of a particular stage by following the below mentioned procedure:

i. Click on "Main" after login into the portal
ii. Select "RFP Search" and click on "Go"

iii. Next screen will appear on the screen and click on "Search" button to view the list of various tenders.
iv. Select the RFP whose status is to be viewed by clicking on the RFP no.
v. Click on “Action page” button. The status of all the stages i.e. whether "Pending" or "Completed" can be viewed.
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The Bidder should ensure that the status of a particular stage should be shown as "Completed" before the expiry date and time of that particular stage and he should possess a copy of receipt of completion of each stage to be performed from his end. It will be the sole responsibility of the Bidder if the status of a particular stage is "Pending" till the expiry date and time of that stage and he is not able to proceed further in the e-tendering process.

2.3.3 The pre-bid meeting will be held on 26.03.2019 in the office of Director, Urban Local Bodies, Haryana, Bays 11-14, Sector-4, Panchkula, Urban Estate, Haryana- 134112 at 15:00 hours.

2.3.4 Any queries relating to BiddingDocument should be given in favour of Director, Urban Local Bodies, Haryana, Bays 11-14, Sector-4, Panchkula, Urban Estate, Haryana 134112 until the pre-bid meeting.

2.3.5 Physical hard copy submission of documents mentioned in Clause 2.9.4, after online submission, will be done by the Bidderson[10.02.2019 to 11.02.2019]from 9:00 AM to 05:00 PM in the office of Director, Urban Local Bodies, Haryana, Bays 11-14, Sector-4, Panchkula, Urban Estate, Haryana –134112.

2.3.6 Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at e-tendering portal of Municipal CommitteePunhana, Haryana on the website: http://etenders.nic.in. Also, the bidder will be held liable solely, in case, while bidding in particular stage - Date & Time expired as per the key dates available on the RFP document. Key dates are subject to change in case of any amendment in schedule due to any reason stated by concerned Executive Engineer of the Department.

2.4 Instructions to Bidders

2.4.1 Number of Bids and costs thereof:
No Bidder shall submit more than one Bids for the Project. A Bidder applying individually or as member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Department will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4.2 Opening of an Electronic Payment Account:
For purchasing the documents online, Bidders are required to pay the Documents Fees online using the electronic payments gateway service. For the list of payment options through which the online payments can be made, please refer to the home page of the portal http://etenders.nic.in.

2.4.3 Cost of RFP Document Fee
The cost of the RFP document is Rs.10,000/- (Ten thousand only). This fee is non-refundable.

2.4.4 Submission of RFP Document Fees
The Bidder shall pay to the Department a non-refundable sum of Rs. 10,000/- (Rs. Ten Thousand) to be paid online through payment gateway during the "Downloading of RFP Document & Payment of RFP Document fees", as the cost of downloading the Bidding Documents ("Document Fees").
2.4.5 Submission of Bid Security:

The Bid Security deposit fee should be submitted in the form of Bank Guarantee or demand draft. For online submission, a scan copy of the respective proof should be uploaded along with the submission of Bid. For manual submission, original hard copy of the Bank Guarantee or Demand draft to be sent as per Clause 2.9.

2.4.6 Submission of Bid Seal (Hash) of online Bids:

Submission of Bids will be preceded by submission of the digitally signed Bid seal (“Big Seal Hash”) as stated in the Schedule of Bidding Process Bidders should take note of any corrigendum/addendum being issued by the Department on a regular basis. They should view and note down the RFP Hash and ensure that it matches with their previous noted Hash before confirming the rates.

2.4.7 Generation of Super Hash:

After the time of submission of Bid Seal (Hash) by the Bidders has lapsed, the Bid round will be closed and a digitally signed RFP Super Hash will be generated by authorized officials of Urban Local Bodies. This is equivalent to sealing the RFP box.

2.4.8 Submission (Re-encryption) of actual online Bids:

Bidders have to submit their encrypted Bids online and upload the relevant documents for which they generated the hash at the stage of hash generation and submission after the generation of Super Hash within the the schedule of Bidding Process stipulated in Clause 2.3.1 (Schedule of Bidding Process) The online submission of Bids of only those Bidders who have submitted their bid seals (Hashes) within the stipulated time, as per as per Clause 2.3 will be accepted by the System. A Bidder who does not submit its Bid seal (its Hash) within the time stipulated in Clause 2.3 of this RFP (Schedule of Bidding Process) will not be allowed to submit its Bid.

2.4.9 Right to accept and to reject any or all Bids

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

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

(iii) The Department reserves the right to reject any Proposal and appropriate the Bid Security if in case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution or during the period of subsistence of the Concession Agreement that:

a. The Bidder has made a material misrepresentation or has furnished any materially incorrect or false information, or

b. The Bidder does not provide, within the time specified by the Department, the supplemental information sought by the Department for evaluation of the Proposal
(iv) Any misrepresentation or furnishing an/ improper response shall lead to disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. The Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Award (“LoA”) or entering into of the Concession Agreement, and if the Bidder has already been issued the LoA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in the RFP, be liable to be terminated, by a communication in writing by the Department/ Designated ULB to the Bidder, without the Department being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Department shall forfeit and appropriate the Bid Security or EMD, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Department/ Designated ULB for, inter alia, time, effort, cost and effort of Department/ Designated ULB, without prejudice to any right or remedy that may be available to Department/ Designated ULB.

(v) Further, in case disqualification or rejection occur after appointment of Selected Bidder or in case the selected bidder does not sign the Concession Agreement, then the Department shall take any such measure as it deems fit in the sole discretion of the Department, including annulling the Bidding Process and proceeding with re-tendering the Services.

2.4.10 Other Instructions

(i) The Bidders shall submit details of their Financial Bid in the online templates of the online Bid. The Financial Bid has to mandatorily be submitted online.

(ii) Technical Bid Documents except EMD/Bid security that cannot be submitted online, should be put in separate sealed envelopes and the sealed envelopes together with the documents listed in Technical Bid shall be sealed in another cover and delivered to this office before the date and time mentioned in the RFP Notice.

(iii) Bidders must strictly abide by the stipulations set forth in notice inviting RFP and while tendering for the work, the Bidders shall adopt only the three-envelope system.

(iv) The envelope containing the Financial Bid envelope has to be submitted mandatorily online and shall not be accepted physically under any circumstances. In case any bidder does not comply with procedure given above, the Bidder shall be disqualified from the Bid. Such defaulting Bidder may be de-listed without any notice for failing to abide by the strictly approved terms of notice inviting Proposals in response to the RFP.

(v) The Bids which are not accompanied by the Bid Security or proof of Bid Security or do not strictly follow the requirements set out in the Bidding Documents, are liable to be rejected summarily.

(vi) Bids which are subjective or dependent upon the quotations of another bidder shall be summarily rejected.

(vii) The Bids of the bidders which donot satisfy the eligibility criteria i.e. (Technical Capacity & Financial Capacity set out in Clause 3.2 in RFP Document) in the RFP Document are liable to be rejected summarily without assigning any reason and no claim whatsoever on any account will be considered in such cases of rejection.

2.5 Amendment of RFP

2.5.1. At any time prior to the deadline for submission of Bids, the Department may, for any reason, whether at its own initiative or in response to clarifications requested by Bidders, modify the terms of this RFP by the issuance of any addendum/corrigendum.
2.5.2. In order to provide the Bidders a reasonable time for taking an addendum or corrigendum into account, or for any other reason, the Department may, in its sole discretion, extend the BidDue Date.

2.6 Preparation and Submission of Bids

2.6.1 Language and Currency

2.6.1.1. The Bid and all related correspondence and documents shall be written in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.6.1.2. The currency for the purpose of the Bid shall be Indian Rupee (INR).

2.6.2 Validity of Bid

2.6.2.1. The Bid shall indicate that it would remain valid for a period 180 (One Hundred Eighty Days) from the Bid Due Date (Bid Validity Period). The Department reserves the right to reject any Proposal that does not meet this requirement.

2.6.2.2. Prior to expiry of the original Bid Validity Period, the Department may request the Bidders to extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Bid, but would be required to extend the validity of its Bid Security for the period of extension.

2.7 Bid Security

2.7.1. The Bidder will be required to deposit, along with the Bid, a Bid Security of **INR54.49 Lakh (Fifty Four Lakh Forty Nine Thousand Only)** in the form of a demand draft or a bank guarantee from a nationalized bank/Scheduled Bank in India having a net worth of at least Rs. 1000 crore (Rs. One Thousand Crore), in favour of the Department, after the online submission of the respective proof. For avoidance of doubt, Scheduled bank shall mean a bank as defined under Section 2 (e) of the Reserve Bank of India Act, 1934. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

2.7.2. The Bid Security, if given in the format of bank guarantee shall be valid at least for the duration of the Bid Validity Period, exclusive of claim period of 45 (forty five days), and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid Security, if given in the format of demand draft shall be valid at least for the duration of the Bid Validity Period. The Bid Security would be required to be extended if so required by the Department.

2.7.3. The Bid Security shall be returned to unsuccessful Bidder(s) within a period of thirty (30) days from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner stipulated in the Concession Agreement.

2.7.4. The Bid Security shall be forfeited in the following cases:

2.7.4.1. If the Bidder fails to meet the requirements set out in Clause 2.4.10 or any other provision of the RFP;
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2.7.4.2 If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period; and

2.7.4.3 If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by the Department.

2.7.4.4 For grounds provided in the Bid Security

2.7.5. Bidder(s) may note that the Department will not entertain any deviations to the RFP Document at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidder(s) will be unconditional and unqualified and the Bidder(s) would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the Concession Agreement. Any conditional Bid shall be regarded as non-responsive and would be liable for rejection.

2.8 Correspondence

2.8.1. All necessary correspondence / enquiries in hard copies should be submitted to the following in writing by fax/post/courier:

   ATTN. OF: Director
   DESIGNATION: The Director, Urban Local Bodies, Haryana
   ADDRESS: Bays-11 to 14, Sector-4, Panchkula
   FAX NO: 0172-2570021
   E-MAIL ADDRESS: dulbhry@gmail.com

2.8.2. No interpretation, revision, or other communication from the Department regarding this solicitation shall be valid unless it is in writing and is signed by the Authorized signatory of the Department. The Department may choose to send to all Bidder(s) or will upload on the website http://ulbharyana.gov.in/written copies of Department’s responses, including a description of the enquiry.

2.9 Format and Signing of Bid

2.9.1. The Bidder shall provide all the information sought under this RFP and upload the same online as a part of its online submission of Bid as well as by way of physical submission of original copy of the Enclosures of Bid, as specified in this RFP. The Department will evaluate only those Bids that are received in the required formats and complete in all respects. Any and all conditional Bids shall be liable to be summarily rejected.

2.9.2. The physical hard copy of Technical Bid shall be submitted by the bidder in the following three separate envelops:

   i. Proof of deposit of Bid Security - Envelope 'ED'

   ii. All the documents in support of eligibility criteria and Technical Bid containing all information and documents as specified in Clause 2.9.6 - Envelope 'TI'

The envelopes 'ED' and 'TI' shall be kept in a big outer envelope, which shall also be sealed. In the first instance, the Envelope - 'ED and TI' of all the Bidders shall be opened in the presence of such bidders who either themselves or through their representatives choose to be present. After that the Financial Bid will be opened as per schedule.

The physical hard copy as mentioned which are to be submitted shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page,
in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.9.3 The online submission of the RFP shall be submitted by the bidder in the following three separate envelops:

**Envelope 'ED' - Bid Security Deposit Envelope**

The online Bid Security Envelope shall contain reference details of the Bid Security Deposit instrument and scanned copy of documents.

**Envelope 'TI' - Technical Bid Envelope**

The online Technical Bid Envelope shall contain the information and scanned copies of the Documents / Certificates as required to be submitted supporting eligibility criteria and Technical Bid as Specified in Clause 2.9.3. Also, a list of all such documents that cannot be submitted online shall be shared with the Department. This list shall contain all the information about Documents / Certificates required to be submitted in physical Technical Bid envelope as per Clause 2.9.2.

**Envelope 'CI' - Financial Bid Envelope**

To be only submitted mandatory online- "Information related to Price Bid of the Tender". Price Bid should not be submitted in the form of a hard copy.

The bidder can submit their RFP documents as per the dates mentioned in the schedule above, subject to the following conditions:

a. The RFP without Bid Security money will not be opened.

b. The RFP of the bidder who does not satisfy the Eligibility and Technical Bid Criteria in the bid documents is liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.

c. The Bid submitted by the Bidder shall remain open for acceptance during the Bid Validity period to be reckoned from the date of "Online Bid preparation and Hash submission". If any Bidder withdraws his Bid before the said period, any modifications in the terms and conditions of the Bid, the said Bid Security shall stand forfeited. Bids would require to be valid for 3 months from the date of closing of online "Bid preparation and Hash submission stage".

2.9.4 Technical Bid Envelope shall include scan copies of:

a) Acknowledgement of RFP Document and Notification of Intent to Submit Bid Appendix as per APPENDIX-I

b) Covering Letter cum Project Undertaking as per APPENDIX-II

c) Bid Security in the form of Bank Guarantee as per APPENDIX-III or demand draft (Separate Envelope - ED, as mentioned in 2.9.2)

d) Power of Attorney for signing the Bids per the format at APPENDIX-IV;

e) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at APPENDIX-V;
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f) Copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding three years at APPENDIX - VI

g) Copy of the Joint Bidding Agreement, in case of joint bidding, should be attached to the Bid (as per format provided in ANNEXURE VI)

h) Details of Bidders as per ANNEXURE – I

i) Financial Capacity of the Bidder as per ANNEXURE – II

j) Details of Eligible Project as per ANNEXURE – III

k) Statement of Legal Capacity as per ANNEXURE– IV

2.9.5 Financial Bids per the format set out in ANNEXURE – V:

Financial Bid shall be made indicating expected Tipping Fee for executing Scope of Project as defined in the TOR. For the avoidance of doubt, the Financial Bid shall only be submitted online as per the provision of this RFP and there shall be no physical submission of such Financial Bid. Physical submission of the Financial Bid shall lead to the Bid being summarily rejected.

2.9.6 After the online submission, the physical hard copy submission of following original documents should be done by the bidders as per the mentioned dates in Section 2 – Schedule of bidding:

i. Bank Guarantee or Demand draft for Bid Security

ii. Power of Attorney for Authorized Signatory

iii. Power of Attorney of the Lead Member, if there is any consortium

iv. Joint Bidding Agreement in case of consortium

v. Documents/Certificates mentioned in Clause. 3.2 (Bid Evaluation of this RFP)

2.9.7 Envelopes should be sealed and stamped in a single envelope, earmarked with “REQUEST FOR PROPOSAL FOR INTEGRATED SOLID WASTE MANAGEMENT PROJECT FORPUNHANA CLUSTER ON PUBLIC PRIVATE PARTNERSHIP (PPP) BASIS”

2.9.8 The envelope shall be addressed to:

ATTN. OF: Director

DESIGNATION: The Director, Urban Local Bodies, Haryana

ADDRESS: Bays-11 to 14, Sector-4, Panchkula

FAX NO: 0172-2570021

E-MAIL ADDRESS: dulbhry@gmail.com

2.9.9 If the envelope is not sealed and marked as instructed above, the Bid may be deemed to non-responsive and would be liable for rejection. The Department assumes no responsibility for the misplacement or premature opening of such Bid submitted.

2.10 Bid Due Date

2.10.1 Bids should be submitted before [●] 1500 hours IST on the Bid Due Date mentioned in the Schedule of Bidding Process, to the address provided in Clause 2.3.4 in the manner and form as detailed in this RFP Document. Applications submitted by either facsimile transmission or telex will not be acceptable.

2.10.2 The Department, at its sole discretion, may extend the Bid Due Date by issuing an Addendum.
2.11 Late Bids
Any Bid received by the Department after [●] 1500 hours IST on the BidDue Date will be returned unopened to the Bidder.

2.12 Modification and Withdrawal of Bids
The Bidders are not allowed to modify or withdraw the Bids once they are submitted.

2.13 Confidentiality
Information relating to the examination, clarification, evaluation and recommendation for the shortlisted Bidder(s) shall not be disclosed to any person not officially concerned with the process. The Department will treat all information submitted as part of Bid in confidence and will ensure that all who have access to such material treat it in confidence. The Department will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

2.14 Clarifications
To assist in the process of evaluation of Bids, the Department may, at its sole discretion, ask any Bidder for clarification on its Bid. The request for clarification and the response shall be in writing. No change in the substance of the Bid would be permitted by way of such clarifications. However, such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Department for this purpose.

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

2.15 Proprietary data
All documents and other information supplied by the Department or submitted by the Bidder to the Department shall remain or become the property of the Department. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Department will not return any Bid or any information provided along therewith.

2.16 Correspondence with the Bidder
Save and except as provided in this RFP, the Department shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2.17 Eligibility of Bidder
2.17.1 Basic pre-qualification criteria:

2.17.1.1 The Bidder for pre-qualification may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. A Bidder may be a natural person or a body corporate including but not limited to a company incorporated under the Companies Act, 1956/2013 or under the applicable laws of the jurisdiction of its origin or a society registered under the Societies Registration Act, 1860 or any other applicable governing
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law or a trust registered under the Indian Trusts Act, 1882 or any other governing law for public trusts or a partnership, limited liability partnership or a sole proprietorship registered under the relevant applicable governing law or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/Consortium. A Joint Venture/Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.17.1.2 below.

2.17.1.2 Total number of members in a Consortium shall not exceed four (4). A Consortium shall be eligible for consideration subject to conditions set out in this RFP.

2.17.2. A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Municipal Committee Punhana shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to Municipal Committee Punhana under the Bidding Documents or otherwise. Determining the Conflict of Interest shall be the prerogative of Municipal Committee Punhana.

2.17.3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

   a. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate (or any constituent thereof) is less than 25% of the paid up and subscribed capital of the other Bidder, its Member or Associate (or any constituent thereof); or

   b. A constituent of such Bidder is also a constituent of another Bidder; or

   c. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

   d. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; org. such Bidder has participated as a consultant to Municipal Committee Punhana or other participating ULBs in the preparation of any documents, design or technical specifications of the Project. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Department in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in
any manner for matters related to or incidental to the Project. For the avoidance of doubt, this
disqualification shall not apply where such adviser was engaged by the Bidder, its Member or
Associate in the past but its assignment expired or was terminated 6 (six) months prior to the
date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged
after a period of 5 (five) years from the date of commercial operation of the Project.

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

Explanation:
In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1, shall include each Mem-
ber of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a
person who controls, is controlled by, or is under the common control with such Bidder/
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 by operation of law. It is clarified that a certificate
from a qualified external auditor who audits the book of accounts of a Bidder bidding
individually or as a Consortium Member for the Project shall be provided to demonstrate that
a person is an Associate of the Bidder bidding individually or the Consortium, as the case may
be.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause
2.17.3 shall include each member of such Consortium

2.18 Other Documents

2.18.1 The Bidder shall enclose with its application, to be submitted as per the format mentioned in 2.9,
complete with its Appendices and Annexes, the following:

i. Certificate(s) and/or agreement(s) and/or executed work order(s) and/or Letter of Award
from its concerned client(s) in support of above work undertaken clearly stating quantities
collected/transported/installed capacities of the processing plant designed, operated and
maintained/installed capacities of landfill designed, operated and maintained.

ii. Certificate(s) from its statutory auditors/Chartered Accountant in support of its Financial
Capacity.

2.18.2 The Bidder should submit a Power of Attorney as per the format at Appendix-IV, authorizing the
signatory of the Bid to commit the Bidder duly supported by a charter document or Board
resolution in favour of executant. In the case of a Consortium, the Members should submit a
2.18.3 Where the Selected Bidder is a single entity, it shall be mandatory to incorporate a company under the Indian Companies Act, 2013 as a Special Purpose Vehicle ("SPV") to implement the Project. The Selected Bidder shall hold at least 100% of the paid-up equity share capital of the SPV until expiry of the 3-year period from the COD/Commissioning and shall hold 51% of the paid up equity share capital of the SPV during the remaining Concession Period under the Concession Agreement. The SPV shall be required to execute the Concession Agreement with the Department and Participating ULBs for implementing the Project.

2.18.4 In case the Selected Bidder is a Consortium, it shall, in addition to incorporating the SPV, comply with the following additional requirements:

a) Number of members in a consortium shall not exceed 4(four).

b) Subject to the provisions of sub-clause (a) above, the Bid shall contain the corporate information of each member of the Consortium;

c) Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 51% (fifty one percent) of the paid up equity capital of the SPV until expiry of the 3 year period from the COD/Commissioning and shall thereafter hold 26% of the paid up equity share capital during the remaining Concession Period. Each of the remaining entities comprising the Consortium shall hold equity shareholding not less than 10% in the paid up and subscribed equity until expiry of 3-years from COD and thereafter shall hold a minimum shareholding proportionately in the paid up and subscribed equity of the SPV as per the terms of this RFP and the Concession Agreement. The Bidder further acknowledges and agree that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under. The nomination(s) as Lead Member shall be supported by issuance of a Power of Attorney, as per the format at Appendix-V, signed by all the other members of the Consortium;

d) The Bid should include a brief description of the roles and responsibilities of individual members of the Consortium, particularly with reference to financial, technical and operation and maintenance (O&M) obligations;

e) A copy of the Joint Bidding Agreement should be attached to the Bid (as per format provided in Annexure VI)

f) SPV incorporated by the Selected Bidder shall be used for implementing the Project only and on completion of the Project shall be wound up.

g) The Selected Bidder will have to provide SPVs Audited Account Report with the Department.

h) The Selected Bidder shall maintain books of accounts in accordance with, Applicable Laws
and provisions of the Concession Agreement.

2.18.5 Any entity which has been barred by the Central/State Government, or any entity controlled by the Central/State Government, from participating in any project, and the bar subsists as on the date of Bid, the said entity would not be eligible to submit a Bid for the Project, either individually or as member of a Consortium.

2.18.6 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.

2.19 Change in composition of the Consortium

By submitting the Bid, the Bidder shall be deemed to have acknowledged that it meets the qualification criteria set out under this RFP. The Bidder further acknowledges and undertakes that in case it is declared as the Selected Bidder by the Department, the Lead Member of consortium shall continue to hold an equity share holding of at least 51% (fifty one percent) of the paid up equity share capital of the SPV until expiry of 3 year period from COD and shall hold 26% of the equity share capital of the SPV during the remaining Concession Period under the Concession Agreement and each of the other consortium members shall continue to hold at least 10% in the paid up and subscribed equity of the SPV until expiry of 3 year period from COD and thereafter shall hold a minimum shareholding proportionately in the paid up and subscribed equity of the SPV.

Only in exceptional circumstances such as insolvency or permanent and irreversible closure of operations of any consortium member, shall the Department allow change in the members of any consortium, if so requested in writing. In no circumstance, shall the lead member be allowed to leave the Project midway i.e. before completion of the Concession Period under the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause shall apply only when the Bidder is a Consortium.

3. Criteria for Evaluation

3.1 Tests of responsiveness

3.1.1. Prior to evaluation of the Bid(s), the Department will determine whether each Bid is responsive to the requirements of the RFP Document. A Bid shall be considered responsive if:

a) It is received as per format prescribed under the RFP;

b) It is received by the Bid Due Date including any extension(s) granted by the Department;

c) It is signed, sealed, bound together in hard cover, and marked as stipulated in the RFP document.
REQUEST FOR PROPOSAL
Integrated Solid Waste Management Project

d) It is accompanied by the Power of Attorney as specified in RFP and in the case of a Consortium, the Power of Attorney as specified in RFP.

e) It contains all the information and documents (complete in all respects) as requested in this RFP;

f) It contains information in formats specified in this RFP;

h) It does not contain any condition or qualification; and

i) It is not non-responsive in terms hereof.

3.1.2. The Department reserves the right to reject any Bid which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by the Department in respect of such Bids.

3.1.3. Conditional Bid shall not be considered. Any Bid found to contain conditions attached, will be rejected.

3.2 Bid Evaluation – Part I – Technical Bid

3.2.1 To be considered Technically Qualified ("Technically Qualified"), bidders have to fulfil the following criteria:

A. Technical Capacity: For demonstrating technical capacity and experience: (the “Technical Capacity”), the Bidder shall have to fulfil the following conditions. The Bidder’s competence and capability for projects undertaken in last 7 (seven) financial years prior to the Bid Due Date.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Parameter</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The Bidder should have minimum one-year experience of successful operations in collection and transportation of MSW facility in India or abroad in the period of past seven years from the date of submission.</td>
<td>One project of 75% of estimated capacity of the processing facility or two projects of 50% of the estimated capacity of the processing facility each</td>
</tr>
<tr>
<td>2.</td>
<td>The Bidder should have experience of designing, construction and minimum one year of successful operations and maintenance of MSW processing facility in India or abroad in the period of past seven years preceding the Bid Due Date.</td>
<td>One project of 75% of estimated capacity of the processing facility or two projects of 50% of the estimated capacity of the processing facility each</td>
</tr>
</tbody>
</table>

*Along with above three parameters the bidder shall submit approach and methodology for collection and transportation and for processing and disposal of solid waste.

B. Financial Capacity: For demonstrating financial capacity, the Bidder shall have to fulfil the following conditions (the “Financial Capacity”):

The Bidder shall be required to have minimum Net-Worth of Rs. 13.62 Crore (RupeesThirteen
REQUEST FOR PROPOSAL
Integrated Solid Waste Management Project

Crore Sixty Two Lakhs only)\(^3\) at the close of the preceding financial year prior to the Bid Due Date.

For the purposes of this RFP, Net Worth means:

\(i.\) in case the Bidder is a company, the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and

\(ii.\) in case the Bidder is a trust or a society, the sum of available corpus and reserves.

\(iii.\) in case for individual person shall mean: Assets (including cash) Less all liabilities.

\(iv.\) For Sole Proprietorship shall mean: Total assets – total liabilities.

C. In case of a Consortium, the combined Technical Capacity and Financial Capacity of those members should satisfy the above conditions of eligibility; provided that for a period of 3 (three) years from the COD of the Project: (i) the other members, other than the Lead Member shall hold 10% (ten percent) of the paid up and subscribed equity of the SPV and thereafter shall hold a minimum shareholding proportionately in the paid up and subscribed equity of the SPV; and (ii) the Lead Member shall hold 51% (fifty one percent) of the subscribed and paid up equity of the SPV and thereafter hold at least 26% (twenty six percent) shareholding in the paid up and subscribed equity capital in the Consortium during the remaining concession period.

D. In the event that a Bidder submits a Bid for the Project and the Bidder does not meet the Technical or /and Financial Capacity as described under Clause 3.2.1 (A) and (B) above, the Bidder shall be disqualified and the Financial Bid of such Bidder shall not be opened.

3.3 Bid Evaluation – Part II – Financial Bid

3.3.1 The shortlisted Bidders adjudged as responsive and Technically Qualified at the end of the evaluation of Part I – Technical Bid shall be notified and informed of the date and time of opening of Part II – Financial Bids.

3.3.2 Financial Bid of all the short-listed Bidders who meet the Technical Capacity and Financial Capacity evaluation criteria under Clause 3.2, shall be evaluated on the basis of the financial Bid(s) (the “Financial Bid Parameter”) as specified in this RFP below in Clause 3.3.3.

3.3.3 The SPV set up by the Selected Bidder shall also be paid a capital grant (“Grant”), as Viability Gap Funding (VGF) by Government of Haryana according to the guidelines of Swachh Bharat Mission (“SBM”) for setting up collection, transportation, and treatment and disposal of the MSW. The total admissible support as Viability Gap funding / Capital Grant 14.56 Cr (Fourteen crore Fifty Six Lakhs). This grant is primarily towards collection, transportation and landfilling. The SPV shall be entitled to receive the generic tariff of INR 7.05/kWh approved by

\(^3\)25% of the Estimated Project Cost
3.3.4 **Financial Bid Parameter**

The Bidder shall quote in the financial bid, tipping fee [(i.e. fee for per ton of MSW collected door-to-door, transported, processed and disposed in sanitary landfill and expressed in INR/ton)] (hereinafter referred to as the “Tipping Fee”) which shall be paid, in lieu of the expenses incurred by the Bidder in rendering the services of collection, transportation, processing and disposal of the solid waste at the project facility, subject to and in accordance with the terms hereof and the Concession Agreement.

It is hereby clarified, clearly recorded and understood by the Bidder that the tipping fee shall be paid as per the mechanism set out below and as particularly specified in the Concession Agreement:

- **a.** During the Pre-COD Period, the Concessionaire shall be entitled to receive only 45% of the payable Tipping Fee amount based on the quantity of MSW collected and transported to the site, as measured/recorded at the Weighbridge, and as verified by the Designated ULB/PMU.

- **b.** Further it is clarified that out of the total 45% of the Pre-COD period payable Tipping Fee amount based on the quantity of MSW, 100% of 45%, shall only be payable for door to door collection and secondary collection & transportation of MSW for disposal to the designated site. However, if only secondary collection and transportation of MSW to the designated is being done, then 60% of 45% shall be payable.

- **c.** Once the Commercial Operation Date of the Project Facility is achieved in accordance with the terms of the Concession Agreement, the Concessionaire shall, subject to due processing and disposal in SLF of the waste collected during the pre-COD period, and verification thereof by the Designated ULB/PMU; be entitled to receive balance 55% of the Tipping Fee amount (relating to the tipping fee payable during the pre-COD period) for the MSW collected and transported to site during the Pre-COD Period, and processed and disposed in terms above.

- **d.** With effect from COD and thereafter during the remaining term of Concession i.e. the Post-COD Period, the Concessionaire shall, in respect of the waste collected, transported, processed and disposed after COD, be entitled to payment of 60% of Tipping Fee for collection and transportation of MSW to project site and remaining 40% for the said amount of MSW actually processed at project facility. Further, out of total 60% fee for C&T, the bidder is entitled 60% for secondary collection & transportation and 40% for door to door collection.

- **e.** The Tipping Fee payable in respect of the MSW collected, transported, processed and disposed during the post-COD period, shall, with effect from Commercial Operation Date, be escalated at the end of every year at the rate of 4% per annum over the last paid rate.

- **f.** Apart from the quoted Tipping Fee (Financial Bid Variable) following financial assistance shall be provided to selected bidder:

<table>
<thead>
<tr>
<th>Other Payments</th>
<th>Rate/Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Grant provided by State Government(for disbursement details please see Clause 9.2 of draft concession agreement)</td>
<td>14.56 Cr</td>
</tr>
<tr>
<td>It is clearly understood by the Bidder that the Concessionaire shall produce compost compliant with the applicable laws including FCO norms as the Project output. The Concessionaire</td>
<td>INR 1500/ton**</td>
</tr>
</tbody>
</table>
shall sell compost so produced to the relevant end user / fertilizer company, it chooses to. In lieu of per Ton of compost sold to end user, the Designated ULB shall, subject to due verification of quantum of such sale, and, the Concessionaire fulfilling the extant eligibility conditions stipulated under the Guidelines for Market Development Assistance notified by Government of India, pay to Concessionaire an amount, which Designated ULB receives from Ministry of Chemicals and Fertilizer, Government of India under said Policy on Promotion of City Compost of the Department of Fertilizers.

* Y ear	* Y ear	* Y ear

ans Financial Year (FY) from 1 April to 31 March. If COD is achieved between 01 April and 31 December, increase would be applicable from ensuing FY. However, in case COD is achieved between 01 January and 31 March, increase would be applicable in next to next FY.

** As on bid due date

In addition to above, revenues from user charge collection, advertisement rights and sale of other recyclables will also be available to the Concessionaire.

3.3.5 Good and Service Tax (GST)

GST, if applicable shall be paid by the Designated ULB as per Applicable Laws in addition to agreed Tipping Fee.

3.3.6 Financial Bid of short-listed Bidders who qualify after evaluation of Part I – Technical Proposal shall be opened in the presence of the representatives of shortlisted Bidders, who choose to attend. The Financial Bid of the shortlisted Bidders shall be read out and recorded.

3.3.7 The Bidder who quotes the lowest Tipping Fee (L1) in accordance with the above procedure would be declared as the Selected Bidder.

3.3.8 In the event that two or more Bidders quote exactly the same validated Financial Bid Parameter for the project, then the Department reserves the right either to:

i. Invite fresh Bids from such Bidders; or
ii. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process; or
iii. Identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tied Bidders, who choose to attend.

3.3.9 Financial information for purposes of evaluation

The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.

In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same.
3.3 Notification and Issue of Letter of Award

The Selected Bidder shall be issued a Letter of Award within 15 days of the opening of the Financial Bid.

4 Fraud and Corrupt Practices

The Applicants participating in the bidding process and responding to the RFP 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 Department may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process.

Without prejudice to other rights of the Department under the RFP hereinafore, if an Applicant is found by the Department to have 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 RFP issued by the Department during a period of 2 years from the dates such Applicant is found by the Department to have engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this RFP, the following terms shall have the meaning hereinafter respectively assigned to them:

a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence 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 Department/Participating ULBs who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department/Participating ULBs, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); 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 Department/Participating ULBs in relation to any matter concerning the Project;

b) “fraudulent practice” means misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Department/Participating ULBs 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
c) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 Pre-bid Conference

A Pre-bid conference of the interested parties shall be convened at the designated date, time and place. During the course of Pre-bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Department. The Department shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6 Miscellaneous

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Pune shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

The Department, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

• Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
• Consult with any Bidder in order to receive clarification or further information;
• Pre-qualify or not to pre-qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
• Retain any information and/or evidence submitted to the Department by, on behalf of, and/or in relation to any Bidder; and/or
• Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees that the Department, its employees, agents and advisers are irrevocably, unconditionally, fully and finally indemnified 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 and the Bidding Documents, pursuant hereto, and/or in connection with the Bidding Process, to the fullest extent permitted by Applicable Law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
APPENDIX I: FORMAT FOR ACKNOWLEDGEMENT OF RFP DOCUMENT

Date:

To
The Director
Urban Local Bodies, Haryana

Re: Request for Proposal for Development of Integrated Solid Waste Management Project for........ Cluster on Public Private Partnership (PPP)

Dear Sir,

The undersigned hereby acknowledges and confirms receipt of the Request for Proposal (RFP) Document for the captioned Project from the Department and conveys its intention to submit a Bid for the Project on Public Private Partnership mode.

....................................................... 
Name of the Bidder

....................................................... 
Signature of the Authorised Person

....................................................... 
Name of the Authorised Person

Note:

*On the Letterhead of the Bidder or Lead Member of Consortium. To be signed by the Lead Member in case of a Consortium.*

*The acknowledgement should be sent within 5 days of purchase/downloading of the RFP Document.*
REQUEST FOR PROPOSAL
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APPENDIX II: FORMAT FOR COVERING LETTER CUM PROJECT UNDERTAKING

Date:

To
The Director
Urban Local Bodies, Haryana

Re: Request for Proposal for Development of Integrated Solid Waste Management Project for Punhana. Cluster on Public Private Partnership (PPP)

Dear Sir,

We have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by the Department. We hereby submit our Bid for the captioned project.

We are enclosing our Bid in one (1) original plus one (1) copy and two (2) soft copies in a compact disc (CD), with the details as per the requirements of the RFP Document, for your evaluation.

We confirm that our Bid is valid for a period of 180 days (One Hundred Eighty) from (Proposal Due Date)

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the Draft Concession Agreement, a draft of which also forms a part of the RFP Document provided to us.

Dated this ……………………..Day of …………………..

Name of the Bidder

............................................................
Signature of the Authorised Person

............................................................
Name of the Authorised Person

Note:

On the Letterhead of the Bidder
APPENDIX- III: PROFORMA OF BANK GUARANTEE FOR BID SECURITY

B.G No. Dated:

1. In consideration of you, the Department, having its office at ................., ............, Name of State having agreed to receive the Bid of ____________ [a company registered under provision of the Companies Act, 2013] and having its registered office at ________ [and acting on behalf of its consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Integrated Solid Waste Management Project for Punhana Cluster on PPP basis (hereinafter referred to as “the Project”). Pursuant to the RFP document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _______________ and one of its branches at ____________________ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Department an amount of Rs. INR54.49 Lakh, 1% of Estimated Project (Fifty Four Lakh Forty Nine Thousand Only) as bid security (herein referred to as the “Bid Security”) encashable/payable at any of our branches including our [insert branch address in Haryana] branch at Ambala as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Department stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Department is disputed by the Bidder or not merely on the first demand from the Department stating that the amount claimed is due to the Department by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. **********/- (Rupees **********only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (Onehundred and Eighty days) from the Bid Due Date inclusive of a claim period of 45 (Fourty Five) days or for such extended period as may be mutually agreed between the Department and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Department shall be the sole judge to decide as to whether the
Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bidopen during the Bidvalidity period set forth in the said Bidding Documents, and the decision of the Department that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Department and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Department shall be entitled to treat the Bank as the principal debtor. The Department shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bidvalidity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Department, and the Bank shall not be released from its liability under these presents by any exercise by the Department of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Department or any indulgence by the Department to the said Bidder or by any change in the constitution of the Department or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] at..........and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Department to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Department may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Department in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
REQUEST FOR PROPOSAL

Integrated Solid Waste Management Project

Signed and Delivered by ____________ Bank

By the hand of Mr./Ms ____________, its ____________ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)
APPENDIX-IV: POWER OF ATTORNEY FOR SIGNING OF APPLICATION

(To be executed on Stamp Paper of Rs.100/-)

Know all men by these presents, We…………………………………………….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms.(name)……….son/daughter/wife of………… and presently residing at …..., who is presently employed with us/the Lead Member of our Consortium and holding the position of ………., as our true and lawful attorney (here in after 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 for the Integrated solid waste management Project for Punhana Cluster proposed or being developed by the Department 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 Department, representing us in all matters before the Department, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Department 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 Department and Designated ULB.

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

IN WITNESS WHEREOF WE,…….., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ….. DAY OF …….., 2019.

For

…………………………..

(Signature, name, designation and address)

Witnesses:

1. 

2. (Notarised)
REQUEST FOR PROPOSAL
Integrated Solid Waste Management Project

Accepted

........................................
(Signature)
(Name, Title and Address of the Attorney)

Notes:

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

Wherever required, the Bidder should submit for verification the extract of the charter documents such as a board or shareholder’s resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostle certificate.
APPENDIX-V: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed on Stamp Paper of Rs. 100/-)

Whereas the Department has invited applications from interested parties for the Integrated Municipal Solid Waste (MSW) Management Project in Punhana Cluster (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 (RFP) and other connected documents in respect of the Project, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ……………………………. Having our registered office at …………….,
M/s, ……………………………. Having its registered office at …………….,
M/s, ……………………………. Having its registered office at …………….,
Ms/s, ……………………………. Having its registered office at ……………., (herein after collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. ……………………………. Having our registered office at ……………., being one of the Members of the Consortium, as the Lead Member and true lawful 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 acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Department, and/ or any other Government Agency or any person, in all matters in connection with or relating 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 Department.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED

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

For ……………………………
REQUEST FOR PROPOSAL
Integrated Solid Waste Management Project

(Signature)

……………………..
(Name & Title)

For ……………………

(Signature)

……………………..
(Name & Title)

For ……………………

(Signature)

……………………..
(Name & Title)

Witnesses:
1.
2.

……………………………………
(Executants)

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

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

Also, wherever required, the Bidder should submit for verification the extract of the charter documents such as a board or shareholders’ resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.
REQUEST FOR PROPOSAL
Integrated Solid Waste Management Project

ANNEXURES
REQUEST FOR PROPOSAL
Integrated Solid Waste Management Project

ANNEXURES-I: DETAILS OF BIDDER

1. Details of Bidder

(a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business:

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

3. Details of individual(s) who will serve as the point of contact/ communication for the Department:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone 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 Joint Bidding Agreement, as envisaged in Clause 2.18.4(e) should be attached to the Application (as per format provided in Annexure VI)

(c) Information regarding the role of each Member should be provided as per table below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Member</th>
<th>Role</th>
<th>Percentage of equity in the Consortium</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(d) The following information shall also be provided for each Member of the Consortium:
REQUEST FOR PROPOSAL  
*Integrated Solid Waste Management Project*

Name of Bidder/Member of Consortium

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Criteria</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Has the Bidder constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it from participating in any project (BOT or otherwise)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>If the answer to 1 is yes, does the bar subsist as on the date of Bid?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Has the Bidder/Consortium paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):
REQUEST FOR PROPOSAL
Integrated Solid Waste Management Project

ANNEXURE-II: FINANCIAL CAPACITY OF THE BIDDER (IN RS. CRORE)

<table>
<thead>
<tr>
<th>Bidder Type</th>
<th>Member Code</th>
<th>Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single entity Bidder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (Three) years preceding the Application Due Date. The financial statements shall:
   a. Reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate’s financials;
   b. Be audited by a statutory auditor;
   c. Be complete, including all notes to the financial statements; and
   d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. For the purposes of this RFP the term net worth means following:
   a. “Net worth’ for company shall mean the aggregate value of the paid-up share capital and all reserves created out of profits of the company and securities premium account after deducting aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
      i. Net Worth for Partnership Firm would mean: [Fixed Assets + Trade Receivables + Current Assets] – [Firms Loan + Current Liabilities]
      ii. Net worth for Trust or Society would mean: - Capital/Corpus + Free Reserves.
      iii. Net Worth for Individual Person shall mean: Assets(including cash) LESS All Liabilities.
      iv. Net Worth for Sole Proprietorship would mean: Total Assets- Total Liabilities

3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted (as per format provided in Annexure VI)

4. The Bidder shall provide an Auditor’s certificate/Chartered Accountant certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth
## ANNEXURE - III: DETAILS OF ELIGIBLE PROJECTS

<table>
<thead>
<tr>
<th>Bidder/Member</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item</strong></td>
<td><strong>Particulars of the Project</strong></td>
</tr>
<tr>
<td>Title of the Project</td>
<td></td>
</tr>
<tr>
<td>Nature of the project</td>
<td></td>
</tr>
<tr>
<td>Entity for which the project was constructed/Developed</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td></td>
</tr>
<tr>
<td>Project capacity &amp; Project cost</td>
<td></td>
</tr>
<tr>
<td>Date of commencement of project/contract</td>
<td></td>
</tr>
<tr>
<td>Date of commissioning</td>
<td></td>
</tr>
<tr>
<td>Equity shareholding(with period during which equity was held)</td>
<td></td>
</tr>
<tr>
<td>Whether credit is being taken for the eligible Experience of an Associate (Yes/No)</td>
<td></td>
</tr>
</tbody>
</table>

### Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annexure. Bidders should also refer to the Instructions below.

2. A separate sheet should be filled for each Eligible Project.

3. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

Certificate from respective clients must be furnished as per formats below for each Eligible Project.
REQUEST FOR PROPOSAL  
Integrated Solid Waste Management Project

ANNEXURE - IV: STATEMENT OF LEGAL CAPACITY  
(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref.

Date:

To
The Director,
Directorate of Urban Local Bodies, Haryana

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document. We have agreed that ………………..(insert member’s name) will act as the Lead Member of our Consortium. *

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……………………………..
Date:

To
The Director,
Directorate of Urban Local Bodies, Haryana

Re: Request for Proposal for Development of Integrated Solid Waste Management Project for Punhana Cluster on Public Private Partnership (PPP) under DBFOT (Design, Build, Finance, Operate and Transfer) structure.

Dear Sir,

We are pleased to submit our Financial Bid for Development of Designed Capacity of Integrated Solid Waste Management for Punhana Cluster under DBFOT (Design, Build, Finance, Operate and Transfer) structure.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
<th>Amount in Figures</th>
<th>Amount in Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tipping Fee for MSW collected, transported, processed and disposal of inert and processing rejects at the project facility (in INR/ton)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In witness thereof, I/we submit this Financial Bid under and in accordance with the terms of the RFP document no……………

Yours faithfully

Authorized signatory
(Name & seal of the bidder)

Date:
Place:
ANNEXURE - VI: FORMAT FOR JOINT BIDDING AGREEMENT

Joint Bidding Agreement
(Refer Clause 2.18.4(e)-)
(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. ………… Limited, a company incorporated under the Companies Act, 1956/2013\(^{\dagger}\) and having its registered office at ………… (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. ………… Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ………… (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {………… Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ………… (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {………… Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ………… (hereinafter referred to as the “Fourth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}\(^{\ddagger}\)

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

WHEREAS,

(A) [The Governor of Haryana, represented by the Director, Directorate of Urban Local Bodies, Haryana and having its principal office at Bays 11-14, Sector 4, Panchkula Urban Estate, Haryana 134112 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “Applications”) by its Request for Proposal No. …………. dated …………. (the “RFP”) for development, operation and maintenance of the Punhana Integrated Solid Waste Management Project (the “Project”) through public private partnership.

\(^{\dagger}\) A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organized and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

\(^{\ddagger}\) The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).
(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority/Participating ULBs and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

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

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Technical Member of the Consortium;}

{(c) Party of the Third Part shall be the Financial Member of the Consortium; and}

{(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

5. Joint and Several Liability

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

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party: }

{Fourth Party: }

6.2 The selected bidder (single entity or consortium) shall hold; (i) at least 100% shareholding in the paid up equity capital of the concessionaire until expiry of 3 years from COD/Commissioning; and (ii) thereafter hold at least 51% shareholding in the paid up equity capital during the remaining Concession Period. All other members of the Consortium, apart from the Lead Member, shall hold a minimum of 10% (ten per cent) or more of the paid up and subscribed equity of the SPV for a minimum period of 3 (three) years from the commercial operation date of the Project and thereafter shall hold a minimum shareholding proportionately in the paid up and subscribed equity of the SPV in accordance with the provisions of the Draft Concession Agreement.

6.3 In the case selected bidder is a consortium, the lead member shall fulfil the above shareholding requirement.

6.4 The Parties undertake that they shall collectively hold at least 100% (one hundred per cent) of the subscribed and paid up equity share capital of the SPV at all times until the third anniversary of the commercial operation date of the Project.

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

4. Representation of the Parties

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

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;
(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

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

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN
<table>
<thead>
<tr>
<th>SIGNED, SEALED AND DELIVERED</th>
<th>SIGNED, SEALED AND DELIVERED</th>
</tr>
</thead>
<tbody>
<tr>
<td>For and on behalf of</td>
<td>For and on behalf of</td>
</tr>
<tr>
<td><strong>LEAD MEMBER</strong> by:</td>
<td><strong>SECOND PART</strong></td>
</tr>
<tr>
<td>(Signature)</td>
<td>(Signature)</td>
</tr>
<tr>
<td>(Name)</td>
<td>(Name)</td>
</tr>
<tr>
<td>(Designation)</td>
<td>(Designation)</td>
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<tr>
<td>(Address)</td>
<td>(Address)</td>
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<tr>
<th>SIGNED, SEALED AND DELIVERED</th>
<th>SIGNED, SEALED AND DELIVERED</th>
</tr>
</thead>
<tbody>
<tr>
<td>For and on behalf of</td>
<td>For and on behalf of</td>
</tr>
<tr>
<td><strong>THIRD PART</strong></td>
<td><strong>FOURTH PART</strong></td>
</tr>
<tr>
<td>(Signature)</td>
<td>(Signature)</td>
</tr>
<tr>
<td>(Name)</td>
<td>(Name)</td>
</tr>
<tr>
<td>(Designation)</td>
<td>(Designation)</td>
</tr>
<tr>
<td>(Address)</td>
<td>(Address)</td>
</tr>
</tbody>
</table>

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.