

Request for Proposal

For

Municipal Solid Waste Management-Processing and Disposal for
86 **ULBs** on a Decentralized based approach” in the State of
Punjab
on
Design, Built, Operate, Transfer (DBOT) mode

September, 2017

Punjab Municipal Infrastructure Development Company (PMIDC)

Plot 3, Sector 35-A, Chandigarh, Punjab

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Key dates (stages) of bidding Process

| S. No | Description | Date |
|-------|---|---------------------|
| 1. | RFP downloadable from PMIDC website <i>pmidc.punjab.gov.in</i> | 18-09-2017 |
| 2. | Last date for submission of queries | 11-10-2017 |
| 3. | Pre Bid conference | 3:00 PM, 12-10-2017 |
| 4. | Bid submission date | 18-10-2017, 5 PM |
| 5. | Opening of technical proposal etc | 23-10-2017 |
| 6. | Opening of financial proposals | To be decided later |
| 7. | Issue of "Letter of Intent" (LoI) | To be decided later |
| 8. | Last date for acceptance by Shortlisted Bidder | To be decided later |
| 9. | Issue of "Letter of Award" (LoA) | To be decided later |
| 10. | Last date for signing Concession Agreement | To be decided later |

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ACRONYMS

| | |
|-------|---|
| DBOT | Design, Build, Operate, and Transfer |
| DDR | Regional Deputy Director |
| CMC | Commissioner Municipal Corporation |
| GoP | Government of Punjab |
| Gol | Government of India |
| ITB | Instructions to Bidders |
| LM | Lead Member |
| LoA | Letter of Award |
| Lol | Letter of Intent |
| MSWM | Municipal Solid Waste Management |
| PMIDC | Punjab Municipal Infrastructure Development Company |
| PSERC | Punjab State Electricity Regulatory Commission |
| RfP | Request for Proposal |
| SWM | Solid Waste Management |
| SLF | Sanitary Landfill Facility |
| SVP | Special Vehicle Purpose |
| TPD | Tons Per day |
| ULB | Urban Local Body |

DEFINITIONS

"ACT" means the Environment (Protection) Act, 1986 (29 of 1986) as amended up-to-date;

"Aerobic composting" means a controlled process involving microbial decomposition of organic matter in the presence of oxygen;

"Anaerobic digestion" means a controlled process involving microbial degradation of organic matter in absence of oxygen;

"Appointed Day" means the date of signing of this Agreement by the Parties or the date of handing over the Project Site to the Concessionaire, whichever is later;

"Authority" shall mean individual Urban Local Body/Local Government ("ULB");

"Authorization" means the permission given by the Punjab Pollution Control Board to the Operator of a solid waste management facility for processing and disposal of solid waste;

"Bidder" means a single entity or consortium of members submitting the proposals;

"Bid Security" shall mean the Security furnished by the Bidder;

"Bio-degradable waste" means any organic material that can be degraded by micro-organisms into simpler stable compounds;

"Bio-methanation" means a process which entails enzymatic decomposition of the organic matter by microbial action to produce methane rich gas;

"City" means the Corporation/Municipality/ ULB;

"Concessionaire" shall mean the Selected Bidder which enters into the Concession Agreement with Authority pursuant to issuance the LOA;

"Concession Agreement" shall mean the agreement entered between the Authority and the Concessionaire pursuant to this RFP;

"Concession Period" is as defined in this RFP;

"Combustible waste" means non-biodegradable, non- recyclable, non-reusable, non hazardous solid waste having minimum calorific value exceeding 1500 Kcal/kg and excluding chlorinated materials like plastic, wood pulp, etc;

"Composting" means a controlled process involving microbial degradation of organic matter;

"Consortium" shall mean two or more parties coming together for submission of Bid in response to "this RFP" pursuant to Memorandum of Understanding signed between them

"Damages" shall mean the damages payable by either Party to the other of them, as set forth in the Concession Agreement;

"Disposal" means final and safe disposal of post processed residual solid waste and inert street sweepings and silt from surface drains on land as specified in Schedule I of the SWM Rules, 2016 to prevent contamination of ground water, surface water, ambient air and attraction of animals or birds;

"Document" or **"Documentation"** means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form in relation to this Project;

"Domestic hazardous waste" means discarded paint drums, pesticide cans, CFL Bulbs, tube lights, expired medicines, broken mercury thermometers, used batteries, used needles and syringes and contaminated gauges, etc., generated at the household level;

"Facility" means any establishment wherein the solid waste management processes namely segregation, recovery, storage, collection, recycling, processing, treatment or safe disposal are carried out;

"Fine" means penalty imposed on waste generators or operators of waste processing and disposal facilities for non-compliance of the directions contained in these rules;

"Financial Bid" shall mean a document quoting Tipping fee on processing of MSW;

"Form" means forms appended to the Solid Waste Management Rules, 2016

"Handling" includes all activities relating to sorting, segregation, material recovery, collection, secondary storage, shredding, baling crushing, loading, unloading, transportation, processing and disposal of solid waste;

"Inerts" means wastes which are not-biodegradable, recyclable or combustible street sweeping or dust and silt removed from surface drains;

"Leachate" means the liquid that seeps through solid waste or other medium and has extracts of dissolved or suspended material from it;

"Letter of Award" or **"LoA"** means the letter issued by the authority to the Selected Bidder whose Bid has been accepted by Authority pursuant to this RFP for undertaking and executing the Project in conformity with the terms and conditions as set forth in this RFP and the Concession Agreement;

"Letter of Intent" or "LoI" means the letter issued by the authority to the shortlisted Bidder inviting their acceptance for undertaking and executing the Project in conformity with the terms and conditions as set forth in this RFP and the Concession Agreement;

"Liquidated Damage" shall mean any loss/losses caused or sustained by ULB, due to non performance of any act as per the Scope of Work of this RFP or performance or carrying out of any act expressly or impliedly prohibited by the ULB, Authority as per the terms and conditions of Concession Agreement;

"Local Authority" shall mean "ULB".

"Municipal Authority" shall mean Urban Local Body ("ULB").

"Non-biodegradable waste" means any waste that cannot be degraded by micro-organisms into simpler stable compounds;

"Operation & Maintenance" means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities in accordance with the provisions of this RFP and Concession Agreement;

"Operation & Maintenance Period" means the period commencing from the date of signing of the Concession Agreement and ending on the last day of the Concession Period unless terminated earlier;

"Operator of a Facility" means the Concessionaire or his authorized representative duly approved by the Authority, who operates the MSW Management Facility;

"Parties" means the parties to the Concession Agreement collectively and "Party" shall mean any of the parties to the Concession Agreement individually;

"Performance Security" means the guarantee for performance of its obligations to be procured by the Concessionaire in accordance with the Concession Agreement.

"Project" means all the activities envisaged to be carried out under this RFP;

"Processing" means any scientific processes by which segregated solid waste is handled for the purpose of reuse, recycling or transformation into new products

"Request for Proposal" or "RFP" means invitation of bids setting forth technical and commercial terms and conditions, of the bid and includes this document, the Concession Agreement and all the Annexure and appendices attached to RFP; and addendums issued by authority

"Recycling" means the process of transforming segregated non-biodegradable solid waste into new material or product or as raw material for producing new products which may or may not be similar to the original products;

“Refused derived fuel (RDF)” means fuel derived from combustible waste fraction of solid waste like plastic, wood, pulp, or organic waste, other than chlorinated materials, the form of pellets, or fluff produced by drying, shredding, dehydrating and compacting of solid waste;

“Residual solid waste” means and includes the waste and rejects from the solid waste processing facilities which are not suitable for recycling or further processing;

“Sanitary land filling” means the final and safe disposal of residual solid waste and inertwastes on land in a facility designed with protective measures against pollution of ground water, surface water and fugitive air dust, wind -blown litter, bad odour, fire hazard, animal menace, bird menace, pests or rodents, green house gas emissions, persistent organic pollutants slope instability and erosion;

"Schedule" means a schedule annexed to the SWM Rules 2016

"Storage" means the temporary containment of solid waste after collection at secondary waste depots or any material recovery facilities or bins for onward transportation of the waste to the process or disposal facility; storage would also mean storage space for compost;

"Segregation" means sorting and separate storage of various components of solid waste namely biodegradable wastes including agriculture and dairy waste, non-biodegradable wastes including recyclable waste, non-recyclable combustible waste, sanitary waste and non-recyclable inert waste, domestic hazardous wastes, and construction and demolition wastes;

"Service provider" means authorities who provide services like water, sewerage, electricity, fencing, telephone, roads, drainage etc.;

"Solid waste" means and includes solid or semi-solid domestic waste, sanitary waste, commercial waste, institutional waste, catering and market waste, and other non-residential wastes, street sweepings, silt removed or collected from the surface drains, horticulture waste, agriculture and dairy waste, treated bio-medical waste excluding industrial waste, bio-medical waste and e-waste, battery waste, radio -active waste generated in the area under the local authorities and other entities mentioned in Rule 2 of the SWM Rules, 2016;

"Sorting" means separating various components and categories of recyclables such as paper, plastic, cardboards, metal glass, etc. from mixed waste as may be appropriate to facilitate recycling;

"Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project and any modifications thereof, or additions thereto expressly approved by, the Authority;

"SPV" means a special purpose vehicle company, to be incorporated by Selected Bidder (in case of Consortium,) under the provisions of the Companies Act 2013,

pursuant to issuance of the LOA, for implementation of the Project in terms of Concession Agreement.

"Selected Bidder" shall mean the Bidder to whom the LOA has been issued.

"Taxes" means any Indian Taxes including Service Tax, Excise duties, Customs duties, Value added tax, Sales tax, Local taxes, Cess and any impost or Surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, or Municipal Authority but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever

"Transportation" means conveyance of solid waste either treated, partly treated or untreated from a location to another location in an environmentally sound manner through specifically designed and covered transport system so as to prevent the foul odour, littering and unsightly conditions;

"Termination" means termination of this Concession Agreement pursuant to Termination Notice in accordance with the provisions of the Concession Agreement but shall not, unless the context otherwise requires, include the expiry of the Concession Agreement due to efflux of time in the normal course.

"Treatment" means the method, technique, or process designed to modify, chemical or biological characteristics or composition of any wastes so as to reduce its volume and potential to cause harm;

"Waste generator" means and includes every person or group of persons, every residential premises and non-residential which generate solid waste

INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

- i. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- ii. A reference to any gender includes the other gender;
- iii. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedule appendices, and like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof
- iv. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
- v. Any reference to a person shall include such persons" successors and assignees;
- vi. A reference to a "writing" or "written" includes printing, typing, lithography, scanned and other means of reproducing words in a visible form;

- vii. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
- viii. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article,
- ix. In case of any inconsistency between the terms mentioned in the RFP and the literary term, the meaning best construed in furtherance of the objectives of this RFP shall prevail.
- x. Where there is a discrepancy between amount in figures and in words, the latter shall prevail

LETTER OF INVITATION

Dear Sir/Madam,

- i. PMIDC on behalf of 86 ULBs as listed in Table 1, Section 1.1, hereby invites the proposals to set up, operate and manage the activity of “ Solid Waste Management Processing and Disposal” in the ULB Area limits under Public Private Partnership (PPP) mode.
- ii. The project shall be implemented under PPP mode under Design, Build, Operate and Transfer (DBOT) concept.
- iii. You are requested to submit your proposal in compliance with this Request for Proposal (RFP). Your proposal shall be complete in all respects and should be submitted in duplicate (one original and one copy) on or before the time and date specified.
- iv. One bidder will be shortlisted for each of the ULBs in accordance with the evaluation criteria described in this RFP. The Letter of Intent will be issued by authorities to the shortlisted bidder, inviting his acceptance. On receipt of the acceptance, the shortlisted bidder, authorities will further issue of LoA for entering into a concessionaire agreement among the respective ULB and the selected bidders for various SWM management in these ULB.
- v. For the purpose of providing any explanations or clarifications on the RFP or on the facility, a pre-bid meeting will be held on the date and time and at the place as specified.
- vi. The document fee for the RFP shall be payable at the time of submitting the RFP document along with Rs. 10,000/- D.D. in favour of CEO, PMIDC, Chandigarh. Only those bidders who will submit the document fee for the RFP will be allowed to participate in the pre-bid meeting. However if the bidder proposes to bid for more than 5 Nos. projects, the cumulative bid document fee is limited to Rs 10,000 + Rs. 1000 per each project over and above 5 nos.
- vii. Please note that the authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever or terminate the tender/RFP process by posting the same on the web.

Thanking you,

Yours faithfully,

For Local Government, Punjab
Authorized Signatory

1. INTRODUCTION

1.1 Background of Project:

Under Swachh Bharat Mission (SBM), GoI in partnership with the state governments has launched an initiative *to ensuring hygiene, waste management and sanitation* across the country on the birth anniversary of Mahatma Gandhi i.e. October 02, 2014.

The main objectives of the Mission are

- Elimination of open defecation
- Eradication of Manual Scavenging
- Modern and Scientific Municipal Solid Waste Management
- To effect behavioral change regarding healthy sanitation practices
- Generate awareness about sanitation and its linkage with public health
- Capacity Augmentation for ULB's

Keeping in mind the time bound completion of SBM objectives by October 2019, Government of Punjab created a nodal agency i.e. PMIDC to implement SBM objectives in the Punjab state. As a part of SBM goals towards disposal of Municipal Solid Waste in modern & scientific methods, GoP intends to take up solid waste management in 86 ULBs as given in **Table 1** below based on decentralized approach for processing and disposal of solid waste on designated sites. The respective ULBs shall provide the solid waste at the processing site. The approximate quantity of waste generated in each ULB is given in the Table 1.

Table 1 ULB List with quantity of MSW generated in TPD

| S. No | Name of Cluster | Name of ULB | TPD | Kindly Check (✓) for applying to ULB |
|-------|-----------------|-------------|-----|--------------------------------------|
| 1. | Patiala | Amargarh | 1 | |
| 2. | | Dirba | 1.5 | |
| 3. | | Ghanaur | 1.5 | |
| 4. | | Bhadson | 2 | |
| 5. | | Ghagga | 2 | |

| | | | | |
|-----|-----------|------------------|-----|--|
| 6. | | Handiaya | 2.8 | |
| 7. | | Cheema | 3 | |
| 8. | | Khanauri | 3 | |
| 9. | | Longowal | 3 | |
| 10. | | Moonak | 4 | |
| 11. | | Sanaur | 4 | |
| 12. | | Bhadaur | 4.7 | |
| 13. | | Bhawanigarh | 5 | |
| 14. | | Lehragaga | 5 | |
| 15. | | Patran | 5 | |
| 16. | | Dhanaula | 5.3 | |
| 17. | | Kurali | 6 | |
| 18. | | Tapa | 6 | |
| 19. | | Ahmedgarh | 7 | |
| 20. | | Lalru | 10 | |
| 21. | | Samana | 10 | |
| 22. | | Banur | 12 | |
| 23. | | Dhuri | 12 | |
| 24. | | Dera Bassi | 15 | |
| 25. | | Naya Gaon | 15 | |
| 26. | | Sunam | 16 | |
| 27. | | Nabha | 22 | |
| 28. | | Sangrur | 22 | |
| 29. | | Zirakpur | 25 | |
| 30. | | Rajpura | 35 | |
| 31. | | Barnala | 40 | |
| 32. | | Kharar | 45 | |
| 33. | | Malerkotla | 85 | |
| 34. | Pathankot | Ajnala | 7 | |
| 35. | | Qadian | 4 | |
| 36. | | Dinanagar | 5 | |
| 37. | | Jandiala Guru | 12 | |
| 38. | | Dera Baba Nanak | 2 | |
| 39. | | Dhariwal | 2 | |
| 40. | | Fatehgarh Churia | 6 | |
| 41. | | Gurdaspur | 22 | |
| 42. | | Batala | 25 | |
| 43. | Jalandhar | Talwara | 1.5 | |
| 44. | | Garhdiwala | 1.8 | |
| 45. | | Shamchurasi | 2 | |

| | | | | |
|-----|----------|-----------------|-----|--|
| 46. | | Bilga | 2.2 | |
| 47. | | Hariana | 2.2 | |
| 48. | | Nadala | 2.2 | |
| 49. | | Dhilwan | 2.3 | |
| 50. | | Lohian Khas | 2.4 | |
| 51. | | Alawalpur | 2.5 | |
| 52. | | Mahetpur | 2.5 | |
| 53. | | Begowal | 2.7 | |
| 54. | | Mahilpur | 2.8 | |
| 55. | | Bhulath | 3 | |
| 56. | | Mukerian | 3 | |
| 57. | | Rahon | 3.5 | |
| 58. | | Nurmahal | 3.6 | |
| 59. | | Shahkot | 3.6 | |
| 60. | | Bhogpur | 4 | |
| 61. | | Garhshankar | 4.3 | |
| 62. | | Goraya | 4.3 | |
| 63. | | Sultanpur Lodhi | 4.4 | |
| 64. | | Adampur | 5 | |
| 65. | | Banga | 5.3 | |
| 66. | | Balachaur | 5.5 | |
| 67. | | Dasuya | 5.6 | |
| 68. | | Urmur Tanda | 6.2 | |
| 69. | | Kartarpur | 7.1 | |
| 70. | | Nawanshahr | 8.8 | |
| 71. | | Nakodar | 9 | |
| 72. | | Phillaur | 15 | |
| 73. | | Kapurthala | 35 | |
| 74. | Ferozpur | Faridkot | 35 | |
| 75. | | Kot Kapura | 35 | |
| 76. | | Talwandi Bai | 6 | |
| 77. | | Makhu | 7 | |
| 78. | | Zira | 15 | |
| 79. | | GuruHarshai | 4 | |
| 80. | | Bhagha Purana | 13 | |
| 81. | | Dharmkot | 8 | |
| 82. | | Badani Kalan | 8 | |
| 83. | | Jaitu | 15 | |
| 84. | | Fazilka | 35 | |
| 85. | | Jalalabad | 15 | |

| | | | | |
|-----|------------------|---------------|--------------|--|
| 86. | | Muktsar sahib | 25 | |
| 87. | Total TPD | | 905.1 | |

1.2 Step by step Procedure of bidding process

1.2.1 For selecting the concessionaires to undertake the waste management in these 86 ULBs, PMIDC has adopted a three stage bidding process, wherein there is a pre-qualification phase. The short-listed (qualified) bidders' Technical and financial proposal will be opened only if they qualify the financial criteria. Financial proposal of only those bidders who qualify at technical stage will be opened. viz.:

Part 1: Financial Eligibility

Part 2: Technical Proposal

Part 3: Financial Proposal

The Bid Security should be submitted along with the proposal and in the manner prescribed hereinafter. All Bidders are required to submit their Proposal complete in all respects in accordance with the instructions set forth in this RFP. In order to enable the Bidders to prepare Proposal in a consistent manner and to minimize misunderstandings regarding how Bidders' Proposals will be interpreted by PMIDC, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in this RFP.

1.2.2 The evaluation of the Proposals would be carried out based on Technical & Financial Parameters. The evaluation of the Technical and Financial Proposal shall be based on criteria mentioned in this RFP.

It is desirable that bidders submit their proposals after visiting the ULB ascertaining for themselves the location, surroundings, access or any other matter considered relevant by them including the status, quantity and composition of waste. The bidders on their own expenses may have ascertained the characterization and quantification of the waste as of date. The Bidders who would like to visit the site shall contact PMIDC for further logistics.

The bidder shall follow the Solid Waste Management Rules, 2016. The proposed waste processing technologies may be Generation of “Biogas-to-Power”, Bottled biogas; Generation and production of City Compost, Waste to fuel pellets, Waste to RDF or any other waste management environmentally sound options such as incineration, plasma gasification etc having in compliance with SWM Rules 2016.

Bidders shall have the flexibility to combine multiple processing technologies for handling wastes to optimize the operations and should endeavor to process maximum quantity of incoming waste. The maximum allowable limit for inert material going into the sanitary landfill is prescribed **as 20%** of incoming mixed waste.

The sale and marketing of end-products i.e. city compost, bottled bio-gas, fuel pellets or any other bye product shall be the responsibility of concessionaire. In case the concessionaire establishes Waste to energy plant, ULBs shall purchase the power required for street lighting at a rate fixed by PSERC for respective ULBs. ULB shall not be under any obligation to purchase any excess power generated by the plant beyond its requirements for street lighting.

1.2.3 The bid evaluation will be based on technical score as per the criteria laid out in Section 4 of RFP, and qualified technical bids with lowest quoted Tipping Fee will be the basis for selection. The same is detailed in Section 4 of RFP. The letter of Intent (LoI) will be issued to the shortlisted bidder and after receipt of consent from the bidder. The Letter of Award (LoA) will be issued to the bidder by the authority for entering into a concessionaire agreement with ULB.

1.2.4 In this RFP, the term “Selected Bidder” refers to the preferred Bidder selected by the authority after evaluation of Proposals, short-listing of the bidder and their acceptance submitted to the authority in response to the LoI.

1.2.5 The authority reserves the right not to follow up this RFP and terminate the entire selection process without any obligation or liability to any of the Bidders, of any kind whatsoever.

1.2.6 A prospective Bidder having any comments or requiring clarifications concerning RFP or the draft Concession Agreement may notify PMIDC in writing.

Bidders may send in their comments in writing latest by the Last Date for Receiving Queries as given in the Schedule of Bidding Process. However, it is not binding for PMIDC to accept any such comments.

1.2.7 The bidders shall ensure compliance of the applicable laws, rules, legislations and guidelines required to be met for the Project. Any default to the compliance requirements would be default on part of the Selected Bidder/Concessionaire and could lead to termination of the agreements.

1.2.8 The confirmation and cross checking of the information related to Project shall be the sole responsibility of the Bidders, and PMIDC and/or any of its officers/representatives shall not be held responsible for the same in any manner whatsoever.

1.2.9 Within fifteen (15) days from the issue of LoA, the Selected Bidder would be required to submit Performance Bank Security in favour of ULB. The Performance Security to be furnished on award of the project shall be 5% of the project cost as estimated and provided by the bidder in its financial proposal submitted as per Format VIII-A. Wherever, the amount of Performance Security is given in the RFP shall stand modified accordingly as per this clause.

1.2.9.1 The Performance Security shall remain valid and in custody of ULB till the period specified in Concession Agreement. The bank guarantee has to be renewed annually during the entire concession period.

1.2.9.2 The Selected Bidder shall also be required to sign the Concession Agreement with ULB within fifteen (15) days from date of issue of LoA.

1.4 Concession Period

The Concession Period for the SWM project shall be **20 years** from the Date of Signing of the Concession Agreement.

1.5 Signing of Concession Agreement

Concession Agreement shall be signed within 15 days from the issue of the LoA, between the respective ULB and Selected Bidder. The Concession Agreement shall

contain the detailed terms and conditions of the RFP. In case where the Selected Bidder requires additional time for signing of the Concession Agreement, such request should be conveyed to the ULB in writing with reasons for such request for extension of time. The PMIDC shall grant extension of time for signing of the Concession Agreement if the ULB considers the request made by the Selected Bidder/Consortium reasonable.

In case the Selected Bidder/Consortium fails to perform its obligation with respect to signing of the Concession Agreement with the ULB within the time specified or any extension granted herein after the issuance of LoA, the LoA shall be cancelled, stand withdrawn/revoked and, the Bid Security shall be forfeited without any prior intimation or whatsoever.

1.6 Permits & Clearances

Permits and clearance shall be obtained as per Applicable Law which includes but not limited to The Environment Protection Act 1986, The Air (Prevention and Control) Pollution 1981 and Water (Prevention and Control) Pollution 1974 as amended from time to time.

The projects relating to SWM which would also include scientific disposal of inserts and rejects through scientific land-filling as per SWM Rules 2016 and will require clearances including but not limited to the following:

- 1) Site authorization from Punjab Pollution Control Board.
- 2) Environment clearance/ any other clearances required for the operation of the project
- 3) Consent to Establish and Consent to Operate from Punjab Pollution Control Board. The clearances of the projects will be done through the ULB. All application forms and procedures need to be filled and completed by the bidder. The clearance will be in the name of the ULB for the concerned project.

The concessionaire shall be solely responsible in taking various statutory and non-statutory clearances for the Project from all concerned authorities. PMIDC & ULB shall reasonably facilitate the concessionaire in procuring the clearances required for the Project.

2. SCOPE OF WORK

The concessionaire shall establish MSWM project as per the LOA issued by authorities at the site given by concerned ULB within the stipulated time period as detailed in this RFP. The project has to be established under DBOT i.e. design, built, operate and transfer basis for which the CAPEX and OPEX has to be borne by the concessionaire.

The concessionaire after agreement shall prepare and submit a Detailed Project Report (DPR) as per their business proposal and technical plan with further inputs, if any from the ULB or elsewhere. The concessionaire's plan should adhere to SWM Rules, 2016.

- a) The concessionaire shall be required to provide at site storage facility for various wastes processed.
- b) The bidder shall handover any domestic hazardous waste, biomedical, C & D waste if found during sorting/segregation. He shall handover such waste to the ULB / the Sanitary Inspector / authorized person. ULB shall make necessary arrangements to transport the same to the concerned.
- c) The concessionaire shall take necessary steps and processes that would bring in control the odour and leachate.

2.2.6 Site Development & Facilities

- a) The ULB shall handover the site on a lease basis to the concessionaire to implement the SWM facility. The site will be given on lease basis at Rs.1/- per sq.mt per annum for the processing plant and SLF.
- b) The concessionaire may carry out necessary /essential geotechnical surveys for considering the hydrological and flooding potential at sites, in order to mitigate any affect on the land-filling and leachate control.
- c) The site for both plant and SLF shall be fenced or hedged by ULB and the concessionaire shall provide proper gate to monitor incoming vehicles or other modes of transportation. Water supply and power connection will be provided by ULB at the battery limit of site. The usage expenses of above resources will be borne by the concessionaire.

- d) Concessionaire shall provide weighbridge to measure quantity of various components of waste handled at the facility in terms of sorting and segregated materials, RDF, compost material etc, and inerts going out of the site.
- e) The concessionaire shall also provide fire protection measures and safety equipment.
- f) The concessionaire shall provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers). Lighting arrangements for easy operations during night hours shall be provided. Health inspections of workers at site shall also be carried out periodically.
- g) In order to prevent environmental impacts of the activities the concessionaire as per the SWM Rules 2016 adopt guidelines for development of land fill as per Schedule-I of the Rules.
- h) Concessionaire shall set a soil and ground water baseline situation.
- i) Concessionaire shall monitor ground water quality, work zone air quality and ambient air quality monitoring within the site from authorized laboratories/agencies and submit the report as prescribed by the concerned authorities. The norms of SWM Rules, 2016, shall be applicable including those procedures for SLF.
- j) The concessionaire shall monitor and measure noise levels at the site and interface of the facility with plant boundary and surrounding area.

2.2.7 Construct and develop landfill

- a) The concessionaire shall identify suitable patch in consultation with ULB within the land parcel suitable for land filling
- b) In case, land for SLF is not available adjacent to the processing facility, land shall be provided by the ULB. The ULB shall be responsible for the transportation of 20% inerts from the processing plant site to the SLF. However, the operation and maintenance of SLF shall be the responsibility of the concessionaire.
- c) The concessionaire should plan for initiating the land filling activity as per the SWM rules 2016 within three (3) months from the date of handing over site by ULB or from the date of getting the mandatory permissions from the relevant authorities. The maximum limit of 20% of daily incoming waste shall be allowed to channelize to landfill dumping site.

- d) The waste sent for SLF shall be compacted using heavy compactors to achieve high density of wastes by Concessionaire.
- e) After carrying out compaction of inerts, proper earth cover and vegetative cover made.
- f) In order to prevent any pollution or contamination due to rains, storm, water drain shall be designed and constructed in such a way that the surface run-off water is diverted from the site and leachates from solid wastes locations do not get mixed in water areas.

2.2.8 Operation & Maintenance of infrastructure and equipment

The concessionaire shall maintain the facility and machinery in order to operate the plant and SLF for the concession period

2.3 Performance of Concessionaire in processing the waste:

The ULB shall closely monitor the performance of concessionaire to process the waste into useful by-products such as compost, bottled biogas, bio-methanation and dry-fuel pellets. The maximum allowable rejects will be allowed 20% of the daily incoming waste. The concessionaire shall deploy online mechanism to keep track and record of daily incoming waste, processed waste and amount of rejects leftover existing for landfill dumping.

2.4 Completion & Exit

At the end of the Concession Period, both the moveable and immovable assets at the MSW Management Facility shall be transferred to the ULB in suitable operating condition without claiming any compensation of whatever nature.

3. INSTRUCTIONS TO THE BIDDERS

3.1 General

The following general conditions apply to each bidder and bidders are requested to read carefully the conditions while bidding for the ULB.

3.1.1 General terms of Bidding

- a) Bidder shall carefully study the RFP document and fully acquaint himself of all the terms and conditions. If the Bidder finds discrepancies or omissions in the documents or has any doubt, he may seek clarification by submission of his observations prior to Pre-bid meeting.
- b) The Bidder is advised to study carefully the City/ULB specific information i.e. climatic conditions, geographical terrains and other limitations likely to impact in execution of the Concession Agreement.
- c) Bidder is expected to study carefully the RFP. Failure to furnish any information as required in the tender document or submission of incomplete Bid may result in rejection of the bid.
- d) At any time prior to the deadline for submission of Bids, the PMIDC may, for any reason, whether at his own initiative or in response to clarification requested by prospective bidder modify the RFP.
- e) In order to give prospective bidders reasonable time for preparing their Bids after the issue of addenda if any, the PMIDC may at his discretion extend the deadline for the submission of Bids.
- f) The Bid shall be submitted in English language only and all the correspondence and documents relating to the Bid shall be written in English language. Supporting documents and printed literature may be furnished by the Bidder with his Bid in another language provided an appropriate translation of the same into English language kept with the Bid document. The failure to comply with this condition may cause rejection of the Bid. For the purpose of interpretation of the bid, the text in the English language shall prevail.
- g) No conditional Bid shall be accepted.

- h) All monetary transactions related to payments during the Concession period shall be made only in Indian Rupees.
- i) In exceptional circumstances, prior to expiry of the original Bid validity period, the PMIDC may request the Bidders for extension in the period of Bid validity. The request and the response thereto shall be made in writing. The Bidders agreeing to the request will not be permitted to modify their Bids. The provision regarding discharge and forfeiture of Bid Security shall remain valid during the extended period of Bid validity.
- j) If the Bid is to be submitted by a Public or Private Ltd company or Trust, Society or Partnership Firms or any other entity, it shall be signed by a duly authorized person holding the authorization letter/Power of Attorney for signing the Bid. A certified copy of the Power of Attorney/Authorization letter shall accompany the Bid.
- k) All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures.
- l) To facilitate the evaluation on Bid, the authority may ask Bidders individually for clarification of their Bids including breakdown of unit rates/prices. The request for clarification and the response to the same shall be in writing. No change in the Bid prices or their sub component shall be sought, offered or permitted.
- m) The authority reserves the right to reject any or all of the Bids, without assigning any reason whatsoever and their decision shall be final and binding. No Bidder shall stake any claim arising out of such rejection.
- n) Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and submission. Error will be corrected by the authorized representative of the PMIDC. Where there is a discrepancy between amount in figures and in words, the latter shall be taken into consideration.
- o) In case of Consortium, the Bid shall be accompanied by a letter of association/MOU/JV with the associates of the Lead Member expressing their willingness to undertake the work entrusted to them and to stand guarantee for the same.

- p) The Bid document shall be neatly typed and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. He shall sign all pages of the tender document and initial all corrections made therein.
- q) Incomplete Bids or Bids not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason whatsoever.
- r) Bidder is advised to give complete information regarding his proposals, substantiating the same with calculations, drawings literature, with clear reference to any standards adopted (which are not mentioned in the Bid documents), in such manner that there is no ambiguity or nothing is left to chance. All relevant information, so as to make the proposal understandable shall be given. Vague remarks and remarks like "will be given later" are not acceptable. If in the opinion of the PMIDC, the proposal is grossly incomplete, this will form sufficient reason for complete rejection of the Bid on technical grounds.

3.1.2 Composition of Consortium

- a) Looking at the variety of activities involved in the Project design and execution requiring expertise and experience in different subjects a Joint venture/Consortium of maximum 2 members is allowed. All partners shall be jointly and severally liable and their roles and responsibilities shall be clearly spelt out in the document.
- b) For the purpose of evaluation of Technical Bid, experience and financial standing of members having committed minimum 20% stake (Paid up capital) in the Consortium shall only be considered. The Lead Member of the Consortium shall have minimum 51% stake in the Consortium.
- c) The Proposal should include a description of the roles and responsibilities of individual members of the Consortium; All the members, the Lead Member, and other members of the Consortium should be a registered Company.

3.1.3 Change in composition of the Consortium

By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that:

- a) There shall be no change in the members of the Consortium after submission of the Bids

- b) The Bidder who shall be the Lead Member of the Consortium shall hold not less than 51% of the total paid up equity share capital of the Concessionaire SPV and each of the remaining entities comprising the Consortium shall hold not less than 20% of the issued and paid up equity share capital of the Concessionaire throughout the entire Concession Period as per the terms of this RFP and 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 there under.

3.1.4 Cost of the Bidding

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 authorities will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.1.5 Site Visit and Verification of Information

- a) It is desirable that each Bidder submits its Application after inspecting the sites; and ascertaining the location, surroundings, access, transport, right of way or any other matter considered relevant by it.
- b) Site visit may be facilitated by the authority. The authority will intimate the days on which site visits can be facilitated to the prospective Bidders during pre-bid meeting after mutual consultation with prospective bidders attending the pre-bid meeting.

3.1.6 Conflict of Interest Clause

Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

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 with another Bidder; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 26% (twenty six per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder is less than 26% (twenty six per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund, non-banking financial institution licensed by the Reserve Bank of India, or a public financial institution referred to in section 4 A of the Companies Act. Indirect shareholding held through one or more intermediate persons shall be computed as follows: (1) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (2) subject always to sub-clause (1) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (2) if the shareholding of such person in the intermediary is less than 51% (fifty one per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- b) A constituent of such Bidder is also a constituent of another Bidder; or
- c) Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- d) Such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

- e) Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Application of either or each other;
- f) Such Bidder has participated as a consultant to the ULB in the preparation of any documents, design or technical specifications of the Project.
- g) 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, whether by operation of law or by contract or otherwise.

For the purposes of this RFP, "Member" means a member of the consortium

3.1.7 Assumption on submission of the Bid

It would be deemed that by submitting the Bid, Bidder has:

- a) Made a complete and careful examination/study of RFP document,
- b) Satisfied himself about all matters, things and information in relation to this RFP necessary and required for submitting an informed Bid, execution of the Project in Accordance with the Bidding Documents and performance of all of its obligations there under;
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP Documents or furnished by or on behalf of the PMIDC in relation to the RFP;
- d) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in this RFP hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss

of profits etc. from the ULB or a ground for Termination of the Concession Agreement; and

- e) Agreed to be bound by the undertakings given by him under and in terms hereof.
- f) Acknowledged that and agreed that PMIDC or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the PMIDC.

3.1.8 Verification and Disqualification

The authorities reserve the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the authority there under.

The authority reserves the right to reject any Bid and appropriate the Bid Security if:

- a) At any time, a material misrepresentation is made by a Bidder or uncovered by it or
- b) The Bidder does not provide, within the time specified by the authority, the supplemental information sought by the authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification / rejection occurs after the Financial Bids have been opened and the lowest Bidder gets disqualified / rejected, then the authority reserves the right to:
 - i. Take any such measure as may be deemed fit in the sole discretion of the PMIDC, including annulment of the Bidding Process.

In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the

Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected 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 this RFP, be liable to be terminated, by a communication in writing by the ULB to the Selected Bidder or the Concessionaire, as the case may be, without the ULB being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the ULB shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the ULB under the Bidding Documents and/or the Concession Agreement, or otherwise.

3.2 Documents

3.2.1 Contents of RFP

This RFP comprises the Disclaimer set forth herein above, the contents as listed below:

- i. Letter of Invitation
- ii. Introduction
- iii. Scope of work
- iv. Instructions to the Bidders
- v. Evaluation of Bids
- vi. Time frame for execution of work
- vii. Special conditions
- viii. Instructions to the successful bidder/ concessionaire
- ix. Fraud and corrupt practices
- x. Pre-bid meeting

3.2.2 Careful study of RFP

The Bidders are advised to examine and study the RFP in great detail, and to carry out, at their own cost, such studies as may be required for submitting their respective Bids for the Project.

3.2.3 Clarifications

- a) Bidders requiring any clarification on the RFP may notify the PMIDC in writing at the address mentioned in RFP.

- b) The Bidder should send in their queries before the date mentioned in the Pre-Bid meeting in the following format:

| S. No | RFP/Concession Agreement Document Clause No and Page No. | Existing Provision | Clarification required | Suggested change | Rationale |
|--------------|---|---------------------------|-------------------------------|-------------------------|------------------|
| | | | | | |

- c) Copies of authority's response, including a description of the clarification sought, will be forwarded to all the Bidders without naming the party which has sought clarification. No verbal response by authority will in any way be binding to it with respect to this RFP. The authority is not bound to reply any clarifications.
- d) No liability whatsoever will be admitted by authority, nor will any claim be entertained, with respect to errors or ambiguities contained in the RFP, which the Bidder may request authority to rectify.
- e) The authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the PMIDC shall be deemed to be part of the RFP and shall be complied with by the Bidders. Verbal clarifications and information given by authority or its employees or representatives shall not in any way or manner be binding on the authority.

3.2.4 Pre Bid Meeting

A pre-bid meeting will be convened by PMIDC to clarify issues with respect to the Project and the terms and conditions of the RFP. PMIDC may hold the pre-bid meeting(s) as per the schedule shown in Key Dates Section of RFP. Prior to the pre bid meeting, the Bidders are requested to submit a list of queries and suggested deviations, if any from the terms and conditions set out in the RFP document.

3.2.5 Amendment of RFP

- a) At any time prior to the deadline for submission of Bid, authority may, for any reason, whether at its own initiative or in response to clarifications requested by any bidder,

modify the RFP Document by the issuance of an Addendum, and if required to adhere to the addendum or replies to clarifications, the bid submission date will be extended

- b) Any Addendum thus issued will be sent in writing to all bidders who have purchased the Bid Documents or attended the pre-bid meeting and shall form the part of the RFP. The same will also be uploaded on the PMIDC website.

3.3 Preparation and submission of bids

3.3.1 Format and Signing of Bid

- a) The Bidder shall provide all the information in the format given in this RFP. The authority would evaluate only those Bids that are received in time and in the required format, complete in all respects in accordance with this RFP.
- b) The Bid and its duplicate copy shall be typed or written in indelible ink. All the corrections and alterations, made to the Bid shall be initialed by the person(s) signing the Bid. Any non-adherence of these instructions shall make the Bid liable to rejection. No correction, erasures or overwriting shall be permissible in the Financial Bid.

3.3.2 Document Fee

The Bidder shall enclose a demand draft for Rs 10000/- (Rupees ten thousand only), which must have been submitted by him to CEO, PMIDC towards document fee. Bid / bid queries not accompanied by copy of the demand draft shall make the bid liable to rejection. The said copy of demand draft shall be submitted along with Technical Bid in envelope "B". The Bid Document Fee is Rs 10,000. However if the bidder proposes to bid for more than 5 Nos. projects, the cumulative bid document fee is limited to Rs 10,000 + Rs. 1000 per each project over and above 5 nos.

3.3.3 Bid due date

- a) Bids should be submitted before at the time and date and at the place given in the schedule of bidding in Key Date Section of RFP in the manner and form as detailed in this RFP.

- b) The authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders.

3.3.4 Late bids

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

3.3.5 Contents of Bid

The Bid shall be submitted as under:

Envelope A – Qualification Criteria

The Applicant and in case of Consortium (limited to two members) each member of Consortium shall submit the following documents:

- Annual Balance Sheets & Profits & Loss Statement, attested by the authorized person of the member for the immediate preceding three years
- Audited Annual Turnover Certificate of the preceding three years duly attested by its auditor
- Net-worth Certificate of preceding three years duly attested by its auditor

In case of Consortium, with respect to the number of consortium members/ team – “in the RFP, wherever the number of members of consortium or JV are mentioned, such number stands limited to 2 (two) only”.

Envelope B – Technical Bid

The Technical Proposal shall comprise of the following:

- a) Letter of Bid submission duly signed by the authorized representative of the Bidder (Annexure I)
- b) Demand draft given towards Document Fee as per Clause 3.3.2 above. The document fee has to be submitted along with the list of ULBs being applied. The bidder has to submit only one technical bid even if applying for more ULBs
- c) Bid Security (EMD) of an amount as given below with respect to ULBs
 - The amount of Bid Security (EMD) amount payable will be based on cumulative TPD for projects proposed by the bidder as below:
 - Rs. 20 Lakh (for 100 TPD and < 200 TPD)
 - Rs. 10 Lakh (for > 50 0TPD and < 100 TPD)
 - Rs. 5 Lakh (for > 20 0TPD and < 50 TPD)

- Rs. 2 Lakh (for > 1 TPD and < 20 TPD)
- d) A Bidder will be awarded with maximum number of 5 projects. If the Bidder is emerged as L1 in more than 5 projects, the Bidder will be given two (2) days time to select the maximum 5 projects. In case, Bidder fails to intimate the Authority in writing within the stipulated time, the Authority will award the maximum 5 projects to the selected bidder at its discretion. For the sixth onwards project, the next lowest financial bid of technically qualified bidder shall be shortlisted for the ULB.
 - e) If the bidder gets selected for more than one ULB, and the awarded bidder does not sign the agreement within stipulated date for one or more ULB, the next shortlisted bidder will be invited and in such case the Bid Security submitted by the awarded bidder will be forfeited. Bid Security will be returned to unsuccessful bidders after the concession and land lease agreement is signed by the awarded bidder.
 - f) In case a bidder gets selected for suppose more than one ULBs and signs agreements for only 1 ULB, in such a case also the Bid Security will be forfeited
 - g) If any default on the ULBs side in taking the project forward, the Bid Security will not be forfeited and will be returned.
 - h) Bid Security shall be placed with Technical Proposal in the same envelope.
 - i) Power of Attorney for signing of Bid in the prescribed format (Annexure II).
 - j) If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Annexure III)
 - k) Anti-Collusion Certificate (Annexure IV);
 - l) Technical Capacity details as per the formats specified in (Annexure V). Only one submission is required with regard to Technical capacity even if the bidder is applying for more than one ULB.
 - m) Bidder Details as per the format specified in (Annexure VI)
 - n) Write-up on the Business Proposal and Technology Plan as per Annexure VII and VII (A & B) for SWM management, proposed to be adopted by the bidder. Action plan for reuse/utilization of processed bi-products also needs to be provided by the bidder. The work plan will include details of Key Personal to be deployed for the Project (Annexure VII (C)) The Business & Technical Plan for each ULB being

applied should be separate and be annotated with Serial Number of ULB and name as in **Table 1**.

- o) Time-lines for execution of the Project to be provided by bidder.
- p) All these documents except (b) & (c) shall be bound together & numbered serially (Loose documents/ papers will not be entertained). The document shall be submitted in ORIGINAL and ONE COPY, sealed and clearly labeled as the "Technical Proposal (ORIGINAL), Technical Proposal (COPY)".

Each page of the Technical Proposal Original as well as Duplicate shall be initialed in blue ink by the authorized signatory of the Bidder. In case there is any discrepancy between the "Original" and the "Copy", the "Original" shall prevail.

Any Bid not containing any of the above documents shall be liable to be rejected.

Envelope C – Financial Bid

The Financial Bid shall be submitted as per Annexure VIII as given in the RFP. This Financial Bid shall be kept in separate envelope of Financial Bid and not mixed with the Technical Bid. The Financial Bid shall be submitted in ORIGINAL and ONE COPY and both sealed separately and clearly labeled as Financial Bid- (ORIGINAL) and Financial Bid- (COPY).

Envelope D- Outer Envelope

The three envelopes "A", "B" & "C" in Original & Duplicate Copy shall be sealed separately and put together in one outer envelope "D" and labeled as "**Bid for Municipal Solid Waste Management in 86 ULBs in Punjab**" and shall clearly indicate the name and address of the Bidder and sealed. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

The Bid shall be addressed to:

Punjab Municipal Infrastructure Development Company
Plot #3, Room 505, Punjab Municipal Bhawan,
, Sector 35 A, Chandigarh, 160022
Tel: +91-172- 4020109 Fax:- 0172-4020100
E-mail: Gurpreet.singh.pmidc@gmail.com

If the Bid Documents are not sealed and marked as instructed above, the PMIDC assumes no responsibility for the misplacement or premature opening of the contents of

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

3.3.6 Modification/Substitution/Withdrawal of Bids

- a) The Bidder may, with prior approval of PMIDC but before the Bid Due Date, modify, substitute or withdraw its Bids after submission, provided that written notice of the modification, substitution or withdrawal is received by PMIDC, 24 hours before the Bid Due Date and time. No Bid shall be modified or substituted or withdrawn by the Bidder after the Bid Due Date.
- b) The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered to PMIDC in accordance with the requirements of this RFP, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- c) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the PMIDC, shall be rejected.
- d) Any correspondence after the Bid Due Date conveying any modifications of Bid or stipulating any conditions for acceptance of the Bids by Bidder shall be summarily rejected. In such a case, the Bidders original Bid will be considered ignoring any such correspondence or modification.

3.3.7 Rejection of Bids

- a) Notwithstanding anything contained in this RFP, the PMIDC reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons whatsoever.
- b) The PMIDC reserves the right to reject any Proposal if:
 - i. At any time, a material misrepresentation is made or uncovered, or
 - ii. Such misrepresentation/improper response would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified or rejected.

- iii. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

3.3.8 Validity of Bids

- a) The Bid submitted by a Bidder shall be valid for minimum period of 180 (one hundred eighty) days from the Bid Due Date. No conditional validity in whatsoever form shall be accepted by the PMIDC.
- b) No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any other Consortium, as the case may be.
- c) In exceptional circumstances, prior to expiry of the original Bid validity period, the PMIDC may request the Bidder(s) for a specified extension in the period of validity of the Bid. The request and the response there-to shall be made in writing. A Bidder agreeing to the request will not be permitted to modify his Bid on his own but will be required to extend the validity of his Bid and Bid Security correspondingly. All the provision of RFP including provisions, discharge and forfeiture of Bid Security shall continuously apply during the extended period of Bid validity.

3.3.9 Confidentiality

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

3.3.10 Correspondence with the Bidder

Except as provided in this RFP, the PMIDC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

3.4 Bid Security (EMD)

3.4.1 Bid Security (EMD)

- a) Proposal submitted in response to the RFP Document shall be accompanied with Bid Security in the form to Demand Draft in favor of CEO, PMIDC, payable at Chandigarh, from a Nationalized Bank/Scheduled Commercial Banks in India.
- b) The Bid Security along with unopened Financial Proposal of those Bidders who do not qualify based on evaluation of Technical Proposal will be returned along-with intimation of such rejection.
- c) The Bid Security of those Bidders who are not shortlisted after evaluation of both Technical and Financial Proposals, will be returned by the PMIDC without any interest, within 2 (two) months of submission of Performance Security by the Selected Bidder or when the Bidding process is annulled by the PMIDC.
- d) The Bid Security of Selected Bidder will be returned, without any interest, upon the Selected Bidder signing the Concession Agreement and providing the Performance Security in accordance with the provisions of the Concession Agreement.
- e) In the event PMIDC decides to terminate the bidding proceedings or abandon the Project, PMIDC along with intimation of cancellation of the process will release all Bid Securities within 60 days;

3.4.2 Forfeiture of Bid Security Deposit:

- a) The Bid Security shall be forfeited if the Selected Bidder does not deposit Performance Security within the stipulated time period.
- b) If the Selected Bidder fails to execute the Concession Agreement within time period specified in the LoA or by the PMIDC, In this case, Bid Security deposit will be forfeited and LoA will be cancelled. Notwithstanding any such action will not limit the right of the PMIDC to seek further remedy or to take further action against the Selected Bidder/Consortium.
- c) When Selected Bidder withdraws its Bid before signing of the Concession Agreement.
- d) If the Bidder/Consortium has concealed material facts about the Bid.
- e) If the Bidder/Consortium submits a non-responsive Bid;

- f) If the Bidder/Consortium withdraws its Bid during the period of its validity as specified in this RFP;
- g) If the Bidder/Consortium is found to have a Conflict of Interest as specified in the RFP; and
- h) If the Selected Bidder/Consortium is found to be in contravention of any of the provisions of this RFP document.

4. EVALUATION OF BIDS

4.1 Introduction to evaluation of Bids

The Technical Bid submitted by the Bidder shall form the base for evaluation of the capability of the firm. The evaluation committee shall lay emphasis on the following points:

- a) The Bidders" Experience & Expertise (as given in Annexure V) in Implementation of similar project on SWM during the last 5 years.
- b) Bidders" experience in design, O&M of SWM projects, Biogas-to-power, Biogas to bottling, Waste to fuel pellets, Composting, secured land fill, MSW segregation & composting in last five (5) years.
- c) The bidder should possess experience of execution and operation of at least one project in biogas-to-power **OR** biogas generation to bottling **OR** Waste to dry fuel pellets **OR** MSW composting **OR** MSW Waste to energy **OR** Waste Processing and disposal using proven technology in last five (5) years
- d) Availability of machinery, equipment, vehicles etc with the Bidder.
- e) The approach and methodology and monitoring mechanism suggested by the Bidder (Annexure VII A, B & C).

International Experience to be counted while evaluating the Bids. International experience of the Bidder or any Consortium Member in the matter of design, construction and O&M of SWM facility, forward sale of various by-products must submit documentation translated in English and duly attested by the consulate of India in the respective country for the purpose of evaluation of Bids.

4.2 Bid Evaluation Criteria

4.2.1 Qualification (Techno- Financial Eligibility) Criteria:

The Applicant or the collective members of the Consortium must have an average annual financial turnover and minimum average net worth during the immediate last three consecutive financial years preceding the current financial year on similar works (Processing and Disposal of MSW/ Biogas to power/ Biogas to bottling /waste to fuel

pellets/ production of city compost) of at least the amount specified in table below and will become eligible to apply for ULB with quantity of waste as given in the table.

| S. No | ULBs with Waste Quantity | Financial eligibility of Turnover | Net Worth |
|-------|--------------------------|-----------------------------------|---------------|
| 1. | <10 TPD | Rs. 10 Lakhs | Rs. 50 Lakhs |
| 2. | >10 TPD and < 25 TPD | Rs. 20 Lakhs | Rs. 100 Lakhs |
| 3. | >25 TPD and < 50 TPD | Rs. 35 Lakhs | Rs. 150 Lakhs |
| 4. | > 50 TPD and < 100 TPD | Rs. 50 lakhs | Rs. 200 lakhs |
| 5. | > 100 TPD and < 150 TPD | Rs. 70 lakhs | Rs. 250 lakhs |
| 6. | > 150 TPD | Rs. 100 lakhs | Rs. 300 lakhs |

This should be duly audited by Chartered Accountant. Year in which no turnover is shown shall also be considered for working out the average.

The Applicant or the collective members of the Consortium must have Net Worth not less value specified above for the last two financial years. For the purpose of this clause, "Net Worth" = (Equity Capital + Reserves and Surplus – Revaluation Reserve) – (Accumulated Losses).

The Applicant must furnish certificate(s) from its statutory auditors specifying the net worth of the Applicant and also specifying that the methodology adopted for calculating such net worth.

Firms meeting the Qualification (Techno-Financial Eligibility) Criteria will be considered for opening of their **Technical Proposal**.

4.2.2 Technical Evaluation Criteria (70 Marks)

| S. No | Details of Technical Capability | Unit of Measure | Marks allotted per Contract | Maximum Marks |
|-------|---|-----------------------|-----------------------------|---------------|
| 1 | Experience in Designing, developing & operating of individual MSW (Processing) facility in last 5 years | Tons/day | -- | 30 |
| | | 2 to25 | 22 | |
| | | 26- 50 | 24 | |
| | | 51-100 | 26 | |
| | | >100 | 30 | |
| 2 | Experience in Waste to Energy/compost/bio-gas/fuel pellets/any other MSW processing technology | One project | 14 | 20 |
| | | Two projects | 16 | |
| | | Three Projects | 18 | |
| | | Five or more Projects | 20 | |
| 3 | Average annual turnover from sales of end products of MSW processing | Rs (lacs) | --- | 20 |
| | | 5 to 50 | 14 | |
| | | 50-200 | 16 | |
| | | >200 | 20 | |
| | Total | | | 70 |

Bidder has to submit only one proposal for Qualification Criteria Evaluation against Clause 4.2.1, and one proposal for Technical Evaluation for Points 1, 2, and 3, in the above Table in Clause 4.2.2 above. Bidders will be evaluated for each ULB applied against these criteria.

Bidders will be evaluated for the ULB against which they submit the Business and technical plan. They have to submit separate plans for each ULB if they are applying for more than one ULB. The bidder can propose single or combination of technologies for proposing viable processing and disposal of MSW in a single ULB.

4.2.4 Bid Evaluation: This section deals with the step by step technical and financial scoring criteria. To qualify for opening of Financial Bid, the Bidder should

obtain a minimum of 50 out of the total of 70 marks under techno financial criteria. The bids shall be eligible for financial proposal. The bidder quoted lowest tipping fee for processing and disposal (Rs/Ton of waste) in the financial bid shall be nominated as a selected bidder.

4.2.4.1 Technical Score

The technical Score will be the total marks obtained against the Techno-Financial Criteria as per Clause 4.2.2.

4.2.4.2 Financial Score (as per Financial Bid Form-Annexure VIII)

The bidders will have to submit their Financial Bid in terms of a tipping fee in Annexure VIII.

4.2.4.3 Selection of Bidder

The bidder who quotes the lowest tipping fee shall be nominated as selected bidder.

Quoted rates will be applicable for first year of operation. Tipping Fee (s) in a given year will be calculated by escalating the Base Tipping Fee quoted by the Selected Bidder in its Financial Offer (Annexure VIII), as mentioned in RfP, by applying the index of escalation (Tipping Fee Index) in accordance with Annexure in Concession Agreement.

Important Notes:

1. The values in Financial Bid shall be neatly typed and covered with a transparent adhesive tape. Any hand written Financial Bid or with overwriting shall be liable for rejection.
2. The quoted amount must include decimals up to two places.

4.3 Tests of Responsiveness

Prior to evaluation of Bids, the PMIDC shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

- a) It is received as per the format mentioned in the RFP
- b) It is received by the Bid Due Date
- c) It is signed, sealed, bound together in hard cover and marked as prescribed.
- d) It is accompanied by the Bid Security as specified in the RFP.
- e) It is accompanied by the Power(s) of Attorney

- f) It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- g) The Proposal adheres to and mentions the Proposal Validity Period It does not contain any condition or qualification; and

It is not non-responsive in terms hereof.

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

Any Bidder/ Consortium Members or their Associates which have been barred by the Central Government or State Government or Statutory Authority or a Public Sector Undertaking, as the case may be from participating in any project and the bar subsists as on the date of proposal, the bids of such entity will not be eligible to submit a proposal either by itself or through its Associates. Bid submitted by any such entity will be held non-responsive and the Bid Security shall be forfeited.

Any Bidder or its Associate should have, during the last three years neither failed to perform on any agreement, as evidence by imposition of a penalty by an arbitral or Judicial Authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract Terminated by any public authority for breach on its part.

4.4 Notification and issue of Letter of Award

- a) The shortlisted bidder will be issued a letter of intent and information on being shortlisted. PMIDC may further negotiate on quoted price with the selected bidder if it deemed necessary for the best interest of the state. The Letter of Intent will be issued by PMIDC to the shortlisted bidder, inviting his acceptance. On receipt of the acceptance, the shortlisted bidder, PMIDC will further issue of LoA for entering into a concessionaire agreement among ULB and the selected bidder.
- b) The Preferred/Selected Bidder shall be notified in writing by the PMIDC as evidenced by issue of Letter of Award (LOA) to the Preferred Bidder. The format for the Letter of Award is enclosed as Annexure VIII in this RFP.

- c) The successful Bidder shall confirm his acceptance of the LOA issued by the PMIDC within 7 (seven) days as evidenced by signing and sending a copy of the LOA issued. In the event the duplicate copy of the LOA duly signed by the selected bidder is not received by the stipulated date, PMIDC may, unless it consents to the extension of the time for submission thereof, forfeit the Bid Security of such bidder on account of failure of the Selected Bidder to acknowledge the LOA, and the next Bidder may be considered.
- d) After the acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement within the period prescribed within such further time as the ULB may agree to in its sole discretion. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement.
- e) The Authority will notify other Bidders that their Proposals have not been accepted and their Bid Security will be returned as promptly as possible as set out in various provisions in this RFP document.

4.5 Right to Accept or Reject Proposal

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

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

4.5.2 The PMIDC reserves the right to reject any Proposal if at any time:

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

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

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

4.6 Contacting the PMIDC during Bid Evaluation

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

5. INSTRUCTIONS TO THE SUCCESSFUL BIDDER/ CONCESSIONAIRE

General Instructions

Mode of Payment

The mode of payment shall be governed as per the payment clause of this RFP.

Presence of Concessionaire or his representative at the site

On getting the work order, the Concessionaire shall either himself remain available at site of work or arrange for the presence of his accredited representative (legally authorized in writing) at the site of work to receive instructions from the ULB or his authorized representative and ensure prompt compliance of the instructions given.

Joint and Several Liabilities

In case of a Joint Venture/Consortium of two or more firms, the Lead Member shall sign the Concession Agreement, receive all payment, take responsibility of executing work as per the Concession Agreement and offer all guarantees etc. All members of partnership/ joint venture/ Consortium shall be jointly and severally responsible for performance of the work in terms of RFP Concessionaire Agreement. The constituents of partnership/ joint venture/ Consortium of the Concessionaire shall not be changed without the express written permission of the ULB.

6. FRAUD AND CORRUPT PRACTICES

The Bidders and their officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the ULB may reject a Bid, withdraw the LOA, or Terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidders or the Selected Bidder or the Concessionaire, as the case may be, if it determines that the Bidders or the Selected Bidder or the Concessionaire, as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as mentioned in this RFP in the Bidding Process. In such an event, the ULB shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the ULB under the Bidding Documents and/ or the Concession Agreement, or otherwise.

Without prejudice to the rights and remedies which the ULB may have under the LOA or the Concession Agreement, or otherwise if Bidder(s) or Selected Bidder or Concessionaire, as the case may be, is found by the ULB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as mentioned in this RFP during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder(s) or Selected Bidder or Concessionaire, as the case may be, shall not be eligible to participate in any tender or RFP issued by the ULB during a period of 2 (two) years from the date such Bidder or Selected Bidder or Concessionaire, as the case may be, is found by the ULB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be. For the purposes of this Section, the following terms shall have the meaning as 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 ULB/GoP/Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concessionaire Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ULB, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process; or
- (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the ULB in relation to any matter concerning the Project in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of signing of the Concession Agreement;
- b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- 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 ULB 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
- e) "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.

7. PRE BID MEETING

- a) A pre bid meeting will be convened by PMIDC to clarify issues with respect to the Project and the terms and conditions of the RFP. PMIDC may hold the pre bid meeting (s) as per the schedule communicated to the Prospective Bidder.
- b) Prior to the pre bid meeting, the Bidders are requested to submit a list of queries and suggested deviations, if any from the terms and conditions set out in the RFP document.
- c) PMIDC to its sole discretion, and based on the inputs provided by the Bidders or at its own motion may consider amendment to the terms and conditions of the RFP.
- d) The proposal submitted by the Bidder shall have to be in conformity with the terms and conditions of the RFP. And it would be presumed that the Bidder accepts all the terms of the RFP notwithstanding any suggestion made by the Bidders in the pre bid meeting if the suggestion is not considered by PMIDC.
- e) Attendance of the Bidders in the pre bid meeting is not mandatory.
- f) All queries, correspondence related to the pre bid meeting or otherwise related to this RFP shall be submitted to:

State Nodal Officer (SBM), PMIDC
Plot #3, Room 505, Punjab Municipal Bhawan
, Sector 35 A, Chandigarh, 160022
Tel: +91-172- 4020109 Fax:- 0172-4020100
E-mail: Gurpreet.singh.pmidc@gmail.com

8. MISCELLANEOUS

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Punjab and Haryana High Court at Chandigarh shall have jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. The PMIDC in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) suspend and/or cancel the Bidding Process and/ or amend and/ or supplement Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/ or evidence submitted to the PMIDC by, on behalf of, and/ or in relation to any Bidder; and/ or
- d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the PMIDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

ANNEXURE I-LETTER COMPRISING THE BID

Dated: dd-mm-yyyy

To,

State Nodal Officer, Swachh Bharat Mission-Punjab
Plot #3, Room 505, Punjab Municipal Bhawan
Sector 35 A, Chandigarh, 160022
Chandigarh –160022

Tel: +91-172- 4020109

Sub: **Bid for “Municipal Solid Waste Management in 86 ULBs in Punjab”**

Dear Sir,

With reference to your RFP document dated dd-mm-yyyy, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional:

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Concessionaire for the [design, construction, operation and maintenance] of the aforesaid Project.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the PMIDC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced

by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the PMIDC; and
 - b) I/ We do not have any conflict of interest in accordance with provisions in the RFP document; and
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the ULB or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
6. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
 7. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
 8. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
 9. I/ We certify that we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse

orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been chargesheeted by any agency of the Government or convicted by a Court of Law.
11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
13. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date.
15. I/ We have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
16. I/ We offer a Bid Security in accordance with the RFP Document.
17. The Bid Security in the form of a Demand Draft is attached.

- I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to me/us or our Bid is not opened or rejected.
- I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}
- I/ We shall keep this offer valid for 180 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
- I/ We hereby submit our Bid for undertaking the aforesaid Project in accordance with the RFP Documents and the Concession Agreement. In witness thereof,
- I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date

Place

Name and seal of Bidder/Lead Member

ANNEXURE II-POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (Name), son/daughter/wife of and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ***** Project in responsible response to the RFP issued by PMID, Government of Punjab the***** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders" and other conferences and providing information / responses to the ULB, representing us in all matters before the ULB, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the ULB in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For.....
(Signature, name, designation and address of
Person authorised by Board Resolution
(in case of Firm/Company)/ Partner in
case of Partnership Firm
Person identified by me/personally
appeared before me/Signed before
me/Attested/Authenticated *

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date:

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the

Notary Date:

ANNEXURE III-POWER OF ATTORNEY FOR CONSORTIUM
POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the ***** (the “Authority”) has invited bids from pre-qualified and short-listed parties for the ***** Project (the “Project”).

Whereas... and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 20....

For (Signature, Name & Title)

For (Signature, Name & Title)

For (Signature, Name & Title) (Executants)

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

Notes:

- a) *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.*
- b) *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. 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 Apostille certificate.

ANNEXURE IV-ANTI-COLLUSION CERTIFICATE

[To be submitted on the letter heads of the Bidders separately]

Dated: dd-mm-yyyy

To,

State Nodal Officer (SBM), PMIDC
Plot #3, Room 505, Punjab Municipal Bhawan
Sector 35 A, Chandigarh, 160022
Tel: +91-172- 4020109 Fax:- 0172-4020100
E-mail: Gurpreet.singh.pmidc@gmail.com

Sub: Bid for “Municipal Solid Waste Management in 86 ULBs in Punjab”

Sir,

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this [_____] Day of [____], 2017

Name of the Bidder

Signature of the Authorized Person

Note

To be submitted by each Member in case of Consortium

ANNEXURE–V-TECHNICAL CAPACITY DETAILS

List of Projects and similar works with following details

(Please attached the work order, completion certificates and performance reports from the Client in terms of Processing and Disposal, with details of ULB/ Department, dates, project costs, revenues)

| | | |
|---|---|------------------------|
| Work /Project/Assignment Name: | Country: | |
| Location within Country: | Professional Staff involved in the project | |
| Name of Client: | No. of Staff | |
| Address: | Duration of Contract: | |
| Project Cost: | Start Date | Completion Date |
| Value of Services & Annual revenues: | (Month/Year): | (Month/Year): |
| Name of Associated Agencies (Consortia), if any: | | |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed: | | |
| Narrative Description of Project: | | |
| Services Provided: | | |

ANNEXURE–VI-INFORMATION ABOUT BIDDER

| | | |
|----|---|--|
| 1 | Name and address of the Bidder | |
| 2 | Whether individual/partnership firm/ private or public ltd. company | |
| 3 | Name/Names of Owner/Partners/ Directors | |
| 4 | Date of Registration/Incorporation of Firm/Company | |
| 5 | Name of the authorized person signing the tender and his / her designation | |
| 6 | Contact Details: Telephone: Fax: Mobile: E- mail: | |
| 7 | Registered Office and/or Local Office Address: Telephone Number : Fax Number : E- Mail ID: Mobile No. | |
| 8 | Is there any other firm or Company involved as Consortium Member - if, yes give full details of Consortium Members, their addresses, contact details, with their share, roles/responsibilities | |
| 9 | Nature of core business of the Consortium Members | |
| 10 | Name and address of Lead Member | |
| 11 | Is the applicant firm an SPV? Give details of holding firms with percentage of equity? | |
| 12 | Financial Turnover of the Lead Member during the last three years | |
| 13 | Financial Turnover of other Consortium Members during the last three years | |
| 14 | Name of the Bankers and their full address | |
| 15 | Whether enlisted/registered with any Govt. or Semi Govt. department, | |
| 16 | Has the Bidder, or any partner or Directors of the firm/company been involved in litigation during last 10 years for non performance of contractual obligations with ULB concerning with any component of SWM | |

Signature of the Bidder

ANNEXURE–VII-FORMATS FOR TECHNICAL PROPOSAL

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

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

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

The Technical Proposal shall set out the following components:

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

Methodology Statement

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

Process Flow Chart and Material Balance Statement

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

Resource Utilization Statement

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

Area Allocation Statement

The Bidder shall set out the area utilization plan for the Project Site and Project Facilities including the sorting, segregation, composting, any other facilities and common areas etc.

Operations and Maintenance Scheme

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

Time Schedule

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

Environment, Health & Safety Policy and Practice

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

The broad format for Technical Proposal is outlined below:

ANNEXURE–VII (A)

Technical Plan – Bid for “Municipal Solid Waste Management in 86 ULBs in Punjab”

The Technical Plan shall comprise:

1. Proposed Strategy

- Process management diagrams for treatment facility
- Detailed Methodology and/or Mechanism giving the entire O&M procedures and also the implementation plan for SWM
- Calculations and methodology for operations in two (one /or two shifts) with respect to SWM activity
- Proposed plan for communicating with the staff of service provider.

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

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

List project stages with time period to start and finish the activity:

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

| S.No | Equipments/ Implement | Quantity | | | Replacement Frequency |
|------|--------------------------|----------|--------|-------|-----------------------|
| | | | | | |
| S.No | Vehicle Type | Number | | | Capacity/Volume |
| | | Owned | Leased | Total | |
| | | | | | |
| | | | | | |

4. Equipment Mobilization and Deployment Plan:

- Schedule for procuring, installing, deploying equipment including machines, for segregation, transportation of by-products waste etc;
- The above Schedule shall also be submitted in a Bar Chart and PERT – CPM network format.

7. Manpower Deployment for the project:

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

| S. No | Staff | Details |
|-------|--|---------|
| 1 | Total number of employee deployed | |
| 2 | Type of staff <ul style="list-style-type: none"> • Operational • Supervisor, etc | |
| 3 | Any other | |

8. **Mechanism for addressing any emergency situation**
9. **Suggestions on improvements and additions to project components**
Bidders are requested to outline suggestions on improvements and additions to project components outlined in the RFP.
10. **Innovative measures proposed**
Bidders are requested to outline any additional improvements to project components outlined in the RFP in order to rationalize costs without affecting service levels
11. **List how the bidder will address issues of odour emanating from mixed waste?**
12. **How bidder will give back to the local community in terms of community service/involvement under CSR with local schools/centres/upgrading infrastructure etc?**

ANNEXURE–VII (B)-TECHNICAL PLAN

Technical Plan for

Bid for “Municipal Solid Waste Management in 86 ULBs in Punjab”

Bidders are requested to prepare a detailed step wise work plan for and should include the following:

1. Detailed Design & Specifications of Project Facilities:

- a) Design of proposed sorting/segregating capacity, Biogas to Power/ Biogas/Fuel Pellets or any other technology in compliance with SWM Rules 2016
- b) Bottling, and compost recovery capacity with detail calculations; and
- c) Landfilling plan
- d) Table giving List of machinery and equipment along with detailed calculation, specification, catalogues, make and model, proposed quantity to be provided at site

2. SWM & Treatment:

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

3. Manpower and Equipment Mobilization & Deployment Plan vis-à-vis the construction schedule including:

- a) Calculation of manpower requirement; and
- b) Details of proposed manpower and organization chart for Authorized person of company; and
- c) Details of equipment mobilization and deployment plan
- d) The above plans should adhere to the overall timeframes for completion of construction and timeframe for Project Commissioning outlined in the Bid documents.

A. Operation & Maintenance

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

- a) Asset Management Plan;
- b) Maintenance Plan/Schedule – regular and preventive of plant, equipment and vehicle;
- c) Organizational Plan during maintenance;
- d) Cost management covering power and consumables;
- e) Stakeholder management, communication and grievance redressal;
- f) Overall Project Quality Assurance; and

The Bidder must describe in detail how it proposes to meet the safety requirements and environmental standards

ANNEXURE–VII (C)-C.V of TEAM

Details of Expert Team to handle Project Site and Project Facilities

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

2. Format for CVs of senior management staff

- a) Proposed Position:
- b) Name of Firm:
- c) Name of Staff:
- d) Date of Birth:
- e) Years with Firm/Entity:
- f) Nationality:
- g) Membership in Professional Societies:
- h) Detailed Tasks Assigned:

Key Qualifications:

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

Education:

[Summarize college/university and other specialized education of staff member, Giving names of schools, dates attended, and degrees obtained.]

Employment Record:

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

Languages:

[For each language indicate proficiency:]

Certification:

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

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

Full name of staff member: _____

ANNEXURE–VIII-FORMATS FOR FINANCIAL OFFER

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

Dated: dd-mm-yyyy

To,

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

Dear Sir,

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

1. I/We are pleased to inform that I/We would offer our quote for carrying out the Project envisaged under the Scope of Work indicated in this RFP document as follows:

| Fees | Name of ULB: | | |
|--|--------------|--------------|------------|
| | Tipping Fee | | |
| | Unit | (in figures) | (in words) |
| Tipping Fees for processing and SLF disposal of incoming waste | Rs./Ton | | |
| | | | |

2. We confirm that in case of discrepancy in Figures and Words for the Amount Quoted the [highest or the amount in words] will be considered.

3. We confirm that the Financial Proposal conforms to all the terms & conditions stipulated in the Request for Proposal (RFP) Document.

4. We confirm that our Financial Proposal is FINAL in all respects and contain No conditions. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

5. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to Design, Build, Own and Operate Project, in the event that we are finally selected.

Yours Faithfully,

For an on behalf of (name of bidder)

Duly signed by the Authorized signatory of the Bidder

(Name, Designation and Address of the Authorized Signatory)

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

- a) The price bid shall necessarily include the assumptions made by the Bidder while arriving at the quoted financial offer.*
- b) The Bidder has to provide details of calculations made in arriving at this financial offer. The committee may examine the details provided and ask for additional information, if required.*
- c) The values in financial proposal shall be neatly typed and covered with a transparent adhesive tape. Any hand written financial proposal or with overwriting shall be liable for rejection.*
- d) The quoted amount must include two places of decimals*

ANNEXURE–VIII (A) (Assumptions Project Cost)

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

1. Project Cost Estimates – Component wise break-up for the Project with detailed cost heads
 - a) Base Construction Cost as on Proposal Due Date
 - b) Contingencies
 - c) Details of Preliminary Expenses
 - d) Details of Pre-Operative Expenses
2. Estimated Total Project Cost as on COD
3. Capital Structure Debt-Equity Ratio Equity Capital Debt Funding Quasi-equity, if any
4. Terms of Debt and Quasi-equity
 - a) Interest Rate
 - b) Maturity
5. Economic Assumptions Inflation Rate Exchange Rate, if any
6. O&M Cost Estimates as on Proposal Due Date – Component wise break-up
 - a) Annual Manpower Costs (details on number of operators, supervisors etc)
 - b) Routine Annual Maintenance Costs
 - c) Periodic Annual Maintenance Costs
 - d) Annual Power requirement and
 - e) Costs Annual Consumable Costs
7. Other Costs and Charges
 - a) Establishment Cost
 - b) Depreciation Rates
 - c) Revenue Generation from sale of products/by-products
8. Taxation Assumptions
 - a) Tax rates
 - b) Tax benefits

ANNEXURE–IX-LETTER OF INTENT

LETTER OF INTENT [*Letter Head of the Department of Local Bodies, Punjab*]

Letter No.: _____

Date:

To:

(Name and Address of the Preferred Bidder)

Dear Sir,

Subject: Letter of Intent for development of ***** Project on DBOT basis. Ref: Financial Offer opening for ***** Project dated (date).

- a) This in reference to the Detailed Technical and Financial Project Proposal submitted by (Name of the firm/ consortium) in response to the Request for Proposal issued to your firm/consortium on (date).
- b) Following the submission of Project Proposal submitted by your firm/ consortium on the (Date), the proposal was considered and evaluated by the Bid Evaluation and/or Tender Committee constituted for this purpose ***** Project. Several clarifications and discussions have also been conducted with your firm/ consortium.
- c) Following the opening of the Financial Bid, PMIDC is pleased to inform you that your firm/consortium has been shortlisted for further negotiations and discussions for further processing of this bid.
- d) You are requested to convey your acceptance by..... and are invited for discussions for further process bid.

With best regards,

[The Authority Name & Address]

ANNEXURE–IX (A)-LETTER OF AWARD

LETTER OF AWARD [*Letter Head of the Department of Local Bodies, Punjab*]

Letter No.: _____

Date:

To:

(Name and Address of the Preferred Bidder)

Dear Sir,

Subject: Letter of Award for development of ***** Project on DBOT basis. Ref: Financial Offer opening for ***** Project dated (date).

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

This Letter of Award” is based on the following conditions:

(Bidder Name) shall enter into a Concession Agreement with the ULB at the earliest, detailing the Terms & Conditions of implementing and managing the Integrated Municipal Solid Waste Management project at [Project Area and/or City] through design-build operate-transfer (DBOT) format;

[Bidder Name] shall furnish the ULB a Performance Security equal to Rs. (Rupees only) at the time of signing the Concession Agreement or within 60 (sixty) days from the date of this Letter of Award, whichever is earlier. The Bid Security furnished by you for Rs. (Rupees only) will be returned at the time of submission of the Performance Security. The Performance Security shall be retained by the ULB during the Concession period as indicated in the RFP; [Bidder name] shall be governed by the Terms and Conditions stated in the RFP and Concession Agreement. [Bidder name] shall not attach any condition on any of its obligations as stipulated in the RFP document and Concession Agreement; and

[Bidder name] shall submit a detailed Project Implementation & Operation Plan in line with the Technical Proposal submitted along with Bid documents within 30 (thirty) or 60 (sixty) [at the sole discretion of the ULB] days of issue of Letter of Award for the ULB approval.

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

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

We look forward to mutually fruitful relationship.

With best regards

[The Authority Name & Address]

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

Signature: Name:
Designation: Date & Seal

ANNEXURE–X-LITIGATION INFORMATION

**Information regarding Litigations of each Member of the Consortium during last
Five Years**

| Sr. No | Name of the project | Year of Litigation | Nature of Litigation | Outcome |
|-------------------|----------------------------|-------------------------------|---------------------------------|----------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

ANNEXURE–XI-COVER LETTER FORMAT

FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION

(On the Letterhead of the Bidder or Lead Member in case of a Consortium)

Date:

To:

Chief executive Officer, PMIDC
Plot #3, Room 505, Punjab Municipal Bhawan
Sector 35 A, Chandigarh, 160022
Tel: +91-172- 4020109

Dear Sir,

Re: **Bid for “Municipal Solid Waste Management in 86 ULBs in Punjab”**

Being duly authorized to represent and act on behalf of Lead Member (in case of consortium)/Sole Applicant, I, the undersigned, having reviewed and fully understood all of the Proposal requirements and information provided in the Request for Proposal dated _____ (“RFP”), hereby submit the Proposal for the Project referred above.

We are applying for the following ULBs and same is checked below:

| S. No | Name of Cluster | Name of ULB | TPD | Kindly Check (✓) for applying to ULB |
|-------|-----------------|-------------|-----|--------------------------------------|
| 88. | Patiala | Amargarh | 1 | |
| 89. | | Dirba | 1.5 | |
| 90. | | Ghanaur | 1.5 | |
| 91. | | Bhadson | 2 | |
| 92. | | Ghagga | 2 | |
| 93. | | Handiaya | 2.8 | |
| 94. | | Cheema | 3 | |
| 95. | | Khanauri | 3 | |
| 96. | | Longowal | 3 | |
| 97. | | Moonak | 4 | |
| 98. | | Sanaur | 4 | |
| 99. | | Bhadaur | 4.7 | |
| 100. | | Bhawanigarh | 5 | |
| 101. | | Lehragaga | 5 | |
| 102. | | Patran | 5 | |
| 103. | | Dhanaula | 5.3 | |

| | | | | |
|-----|-----------|------------------|-----|--|
| 104 | | Kurali | 6 | |
| 105 | | Tapa | 6 | |
| 106 | | Ahmedgarh | 7 | |
| 107 | | Lalru | 10 | |
| 108 | | Samana | 10 | |
| 109 | | Banur | 12 | |
| 110 | | Dhuri | 12 | |
| 111 | | Dera Bassi | 15 | |
| 112 | | Naya Gaon | 15 | |
| 113 | | Sunam | 16 | |
| 114 | | Nabha | 22 | |
| 115 | | Sangrur | 22 | |
| 116 | | Zirakpur | 25 | |
| 117 | | Rajpura | 35 | |
| 118 | | Barnala | 40 | |
| 119 | | Kharar | 45 | |
| 120 | | Malerkotla | 85 | |
| 121 | Pathankot | Ajnala | 7 | |
| 122 | | Qadian | 4 | |
| 123 | | Dinanagar | 5 | |
| 124 | | Jandiala Guru | 12 | |
| 125 | | Dera Baba Nanak | 2 | |
| 126 | | Dhariwal | 2 | |
| 127 | | Fatehgarh Churia | 6 | |
| 128 | | Gurdaspur | 22 | |
| 129 | | Batala | 25 | |
| 130 | Jalandhar | Talwara | 1.5 | |
| 131 | | Garhdiwala | 1.8 | |
| 132 | | Shamchurasi | 2 | |
| 133 | | Bilga | 2.2 | |
| 134 | | Hariana | 2.2 | |
| 135 | | Nadala | 2.2 | |
| 136 | | Dhilwan | 2.3 | |
| 137 | | Lohian Khas | 2.4 | |
| 138 | | Alawalpur | 2.5 | |
| 139 | | Mahetpur | 2.5 | |
| 140 | | Begowal | 2.7 | |
| 141 | | Mahilpur | 2.8 | |
| 142 | | Bhulath | 3 | |
| 143 | | Mukerian | 3 | |

| | | | | |
|-----|------------------|-----------------|--------------|--|
| 144 | | Rahon | 3.5 | |
| 145 | | Nurmahal | 3.6 | |
| 146 | | Shahkot | 3.6 | |
| 147 | | Bhogpur | 4 | |
| 148 | | Garhshankar | 4.3 | |
| 149 | | Goraya | 4.3 | |
| 150 | | Sultanpur Iodhi | 4.4 | |
| 151 | | Adampur | 5 | |
| 152 | | Banga | 5.3 | |
| 153 | | Balachaur | 5.5 | |
| 154 | | Dasuya | 5.6 | |
| 155 | | Urmur Tanda | 6.2 | |
| 156 | | Kartarpur | 7.1 | |
| 157 | | Nawanshahr | 8.8 | |
| 158 | | Nakodar | 9 | |
| 159 | | Phillaur | 15 | |
| 160 | | Kapurthala | 35 | |
| 161 | Ferozpur | Faridkot | 35 | |
| 162 | | Kot Kapura | 35 | |
| 163 | | Talwandi Bai | 6 | |
| 164 | | Makhu | 7 | |
| 165 | | Zira | 15 | |
| 166 | | GuruHarshai | 4 | |
| 167 | | Bhagha Purana | 13 | |
| 168 | | Dharmkot | 8 | |
| 169 | | Badani Kalan | 8 | |
| 170 | | Jaitu | 15 | |
| 171 | | Fazilka | 35 | |
| 172 | | Jalalabad | 15 | |
| 173 | | Muktsar sahib | 25 | |
| 174 | Total TPD | | 905.1 | |

I am enclosing the Proposal, with the details as per the requirements of the RFP, for evaluation. The Proposal, including the Bid Security shall be valid for a period of One Hundred & Eighty (180) days from the Proposal Due Date i.e. till [] and the Bid Security shall be valid for atleast up to forty five (45) days beyond the proposal validity period i.e. till.

Dated thisDay of2017

On Behalf of (Name of the Lead Member/Bidder) Signature of the Authorized

Person Name of the Authorized Person

Designation of the Authorized Person

ANNEXURE–XII-AFFIDAVIT

(To be executed on non judicial stamp paper of appropriate value)

- 1) I, the undersigned, do hereby certify that all the statements made in the required attachments are correct.
- 2) The undersigned hereby certifies that neither our firm M/s.....nor any of our Consortium Members have abandoned any work in India nor any contract awarded to us for Municipal Waste management have been rescinded by any ULB in India during last five years prior to the date of application
- 3) The undersigned further certifies that incase any information in the Bid submitted by me is found to be false or untrue at the later stage, the Bid may be cancelled and the Bid Security forfeited.

Name of the firm:

Authorized signatory of the firm

(With designation and title of the officer)