

**REQUEST FOR QUALIFICATION (RFQ) CUM
REQUEST FOR PROPOSAL (RFP) DOCUMENT**

FOR

**Setting up of a Municipal Solid Waste Processing Facility
and
Scientific Landfill Facility**

for

GMADA MSW Cluster, Punjab

ON

PUBLIC PRIVATE PARTNERSHIP (“PPP”) MODE

September 2017



Issued by:

Department of Local Government
Government of Punjab
and

Municipal Corporation SAS Nagar (Mohali)

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SCHEDULE OF BIDDING PROCESS

S. NO.	EVENT DESCRIPTION	DATE	TIME (BY)
1.	START DATE OF ISSUANCE OF BID DOCUMENT (To be downloaded from e-tendering www. punjabgovt.gov.in portal)	5 th September 2017	1700
2.	LAST DATE FOR RECEIVING QUERIES & COMMENTS	3 rd October 2017	1700
3.	PRE-BID CONFERENCE	4 th October 2017	11.30
4.	DEADLINE FOR SUBMISSION OF ONLINE PROPOSALS (“PROPOSAL DUE DATE”) DEADLINE FOR SUBMISSION OF HARD COPY	19 th October 2017	14.30*
5.	OPENING OF QUALIFICATION BID	19 th October 2017	1500*
6.	OPENING OF TECHNICAL PROPOSALS	To be intimated to Qualified Bidders	
7.	OPENING OF FINANCIAL PROPOSALS		

**Pre-Bid Conference and opening of Qualification Bid, Technical Bid and Financial Bid will held in Committee Room of Municipal Corporation of SAS Nagar (Mohali) (“MCM”) at the time mentioned in the Schedule of Bidding Process.*

The schedule of bidding process is indicative, the DoLG/ MCM/MCM may change/ revises any or all schedules of dates during bid process. The revised date(s) shall be intimated to all participants of Pre-bid conference.

DISCLAIMER

This RFQ cum RFP is being made available by DoLG/MCM to the Bidders on the terms set out in this RFQ cum RFP. Its possession or use in any manner contrary to the purpose for which it has been issued or to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable legal requirements.

This RFQ cum RFP is not an agreement and is neither an offer nor invitation by the DoLG/MCM to the prospective Bidders or any other person. The purpose of this RFQ cum RFP is to provide interested parties with information that may be useful to them in making their Proposal pursuant to this RFQ cum RFP. .

In considering an investment, if any, in the proposed Project, each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.

The information provided in this RFQ cum RFP is not and does not purport to be comprehensive or to have been independently verified. Neither DoLG/MCM, nor Cluster ULBs nor IIDC Ltd. (Formerly IL&FS Infrastructure Development Corporation Ltd.), nor any of their officers or employees, nor any of their advisers nor consultants, accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFQ cum RFP or on which this RFQ cum RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed and will not be liable for any costs, expenses, howsoever incurred by a Bidder in connection with the preparation and/or submission of its proposal.

The information contained in this RFQ cum RFP is being provided for the limited purposes of enabling the Bidders to submit a proposal and for no other purpose. The information contained in this RFQ cum RFP is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither DoLG/MCM, nor Cluster ULBs nor IIDC Ltd., nor any of their officers, employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this RFQ cum RFP or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this RFQ cum RFP or to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Project, including, *inter-alia*, the entire scope of work, routing to project site(s), the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFQ cum RFP especially the detailed project report includes certain statements, estimates, projections, designs, targets and forecasts with respect to the Project. Such statements, estimates, projections, targets and forecasts designs reflect various assumptions made by the management, officers and employees of DoLG/MCM, Cluster ULBs, IIDC Ltd., which assumptions (and the base information on which they are made)

may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFQ cum RFP is, or should be relief on as, a promise, representation or warranty.

Nothing in this RFQ cum RFP shall constitute the basis of the agreement which may be concluded in relation to the grant of Project nor shall such documentation/information be used in construing the Concession Agreement. Each Bidder must rely on the terms and conditions contained in the Concession Agreement when, and if, finally executed, subject to such limitations and restrictions which may be specified in the Agreement. Any reference to this RFQ cum RFP in any such Agreement or any correspondence between DoLG/MCM and the Bidder shall not be construed so as to have the effect of this RFQ cum RFP forming part of the Concession Agreement. DoLG/MCM reserves the right to modify any of the terms and conditions of the draft Concession Agreement as necessary.

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

The Bidders are prohibited from any form of collusion or arrangement as an attempt to influence the selection and award process. Giving or offering of any gift, bribe or inducement to any officer/employee of DoLG/MCM, or Cluster ULBs or IIDC Ltd. or to any other person in a position to influence the decision of DoLG/MCM, or Cluster ULBs or IIDC Ltd. for showing any favour in relation to this RFQ cum RFP or any other matter related to it, shall render the relevant Bidder to such liability/penalty as DoLG/MCM, or Cluster ULBs or IIDC Ltd. may deem proper, including but not limited to rejection of the proposal of such Bidder.

Each Bidder's acceptance of delivery of this RFQ-cum-RFP constitutes its agreement to, and acceptance of, the terms set forth in this disclaimer. This RFQ cum RFP is subject to the laws of India.

No extension of time shall be granted under any circumstances to any Bidder for submission of their proposal including, but not limited to, on the grounds that the Bidder did not obtain a complete set of the RFQ cum RFP, or on any other ground(s). Each Bidder should satisfy itself that the RFQ cum RFP is complete in all respects.

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

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

**REQUEST FOR QUALIFICATION CUM
REQUEST FOR PROPOSAL (RFQ cum RFP)**

INTERNATIONAL COMPETITIVE BIDDING FOR DEVELOPMENT OF A MUNICIPAL SOLID WASTE PROCESSING FACILITY AND SCIENTIFIC LANDFILL FACILITY (MSW PROJECT) FOR GMADA CLUSTER IN PUNJAB ON DESIGN, BUILD, OWN, OPERATE & TRANSFER (DBOOT) BASIS UNDER PUBLIC-PRIVATE-PARTNERSHIP (PPP) MODE.

1. Department of Local Government (“DoLG”) Government of Punjab (“GoP”) and Municipal Corporation SAS Nagar (Mohali) (“MCM”), on behalf of “Cluster ULBs” of “SAS Nagar (Mohali) Cluster” invites Response (qualification, technical and financial proposals) to RFQ cum RFP (the “Proposal”) through E-tendering procurement system for the design construction, finance, operate and manage an Integrated Municipal Solid Waste (“MSW”) Management Project for GMADA Cluster in Punjab on Public-Private-Partnership (“PPP”) DBOOT model, covering following :

- To construct and operate MSW Processing Facilities in line with Solid Waste Management Rules-2016. Over period of time the Processing Facilities is to be upgraded to cater the requirement of Cluster ULB’s over the Concession Period.
- To construct and operate the Sanitary Landfill Unit at designated Site(s) as per Annexure 5 of the draft Concession Agreement, during the Concession Period;
- To process Municipal Solid Waste at the Processing Facilities;
- To transport and dispose-off the inert matter/Residual Inert Matter/processing rejects from Processing Facilities to the Sanitary Landfill Facility.
- To ensure that the Project meets stipulated pollution norms and guidelines and that the MSW is handled and managed in compliance with the Solid Waste Management Rules 2016 or its subsequent amendments, as applicable, and the guidelines of the manual on solid waste management published by CPHEEO, MoUD, BIS etc.

The performance of the above activities collectively will be referred to as the “**Project**”.

2. The broad scope of work for the Selected Bidder/Concessionaire includes construction, development, planning, design & detailed engineering, financing, operation and maintenance of the Project including marketing and sale of any/all products and by-products from the Project.
3. The indicative Project Report prepared as per requirement of SAS Nagar (Mohali) MC and other Cluster ULB’s (collectively referred to as “**PR**”) has been provided as Part IV of this RFQ cum RFP document. The ‘*Estimated Total Project Cost*’ or ‘*Estimated TPC*’ is as provided in the Data Sheet (refer Annexure 8 of Concession Agreement).
4. **GMADA** Cluster comprises of **15 (Fifteen)** Urban Local Bodies (ULBs) (Municipal Corporation SAS Nagar (Mohali) (MCM) along with **14 (Fourteen)** **other** Urban Local Bodies). The said other Urban Local Bodies are referred to as the “**Other Cluster ULBs**” of the region. Municipal Corporation of SAS Nagar (MCM) is the Concessions Authority (the “**Concessions Authority**”). Name

and other details of ULBs in the GMADA Cluster are provided in **Annexure 1** to the draft Concession Agreement.

5. Total MSW generation in the GMADA Cluster is approximately **431 (Four Thirty One)** tons per day (TPD). Mohali MC alone generates approximately **111 tons** per day of MSW.

As a part of its responsibilities under Solid Waste Management Rules 2016, MCM along with Other Cluster ULBs are now desirous of implementing the Project for the GMADA Cluster in order to provide a suitable processing and disposal facilities for MSW of GMADA Cluster.

5. *Clause deleted (regarding SBM Grant)*
6. The Project has been structured on a Public Private Partnership (PPP) format. The Project has to be implemented through a Special Purpose Company (“SPC”) that needs to be incorporated by the Selected Bidder (**the “Concessionaire”**),.
7. The Concessionaire shall be required to execute the Concession Agreement with the Concessioneing Authority. Waste Supply Agreements will be signed for the Project between Other Cluster ULBs and the Concessionaire. The Concessionaire and Cluster ULBs shall be required to meet their respective obligations under this RFQ cum RFP, Concession Agreement, Waste Supply Agreements and any other Agreement to be executed between the Concessionaire and the Concessioneing Authority or Other Cluster ULBs. Draft of the Concession Agreement to be executed among the Concessioneing Authority, the Selected Bidder and the Concessionaire, clearly specifying the rights and duties of each party has been provided at **Part II (A)** of this RFQ cum RFP.

Draft of the Waste Supply Agreements to be executed between Other Cluster ULBs (individually) and the Concessionaire for MSW management activities of Other Cluster ULBs, clearly specifying the rights and duties of each party (the “**Waste Supply Agreement**”) is attached at **Part II (B)** of this RFQ cum RFP.

8. A copy of the draft land Lease Agreement, under which land at **village Samgauli, near Dera Bassi, Punjab** shall be made available to the Concessionaire by designated Land ULB(s), is attached at **Part III** of this RFQ cum RFP.
9. The Concessionaire shall, pursuant to the provisions of the abovementioned agreements, implement the Project in line with the scope mentioned in the agreements and briefly mentioned herein above. All revenues from the sale of any recyclables/by-products from MSW processing including Compost, RDF, etc. will accrue to the Concessionaire. Concessionaire shall be allowed to use the space available at the Project Facilities for display of advertisements as per applicable laws and the provisions of the Concession Agreement. Appropriate authorities shall have the right to charge applicable advertisement tax on display of such advertisements by the Concessionaire. In addition to above, **80 % (eighty percent)** of the total earning (net of cash) available or Certified Emission Reductions (CERs), if any, under Kyoto Protocol / Climate Change initiative can be retained by the concessionaire/developer. On a case to case basis and in line with the provisions of the relevant land Lease Agreement, the designated Land ULBs shall be entitled to charge from the Concessionaire, annual land lease rental, advertisement tax

and other taxes as per Applicable Laws; and negative Tipping Fee, if applicable.

10. This “RFQ cum RFP Documents is being issued to the Bidders for a fee of **Rs. 1.10 lacs** by way of online payment of Rs. 10,000 as per e-procurement procedure for Qualification Stage and Rs. 100,000/- for Bid Stage . In case of Bidders not shortlisted after the “Qualification Stage” the Demand Draft of Rs. 100,000/- submitted for RFP will be returned without any interest, as per clause 1.15.3. It is clarified the Demand Drafts of the Shortlisted Bidders for the “Qualification Stage” will be retained by the Concessing Authority to be appropriated in terms of this RFQ cum RFP.
11. Unless otherwise specified, the term “RFQ cum RFP” shall mean the complete set of documents including the Detailed Project Report (s) (the “**DPR**”), draft Concession Agreement, draft Waste Offtake Agreement, and their Annexures. RFQ cum RFP Submission or Proposal shall mean submission of response by the Bidder to this complete set of RFQ cum RFP, as per conditions specified therein.
12. The DoLG/MCM has adopted a **Single Stage, Two Round System** (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Project. The first stage (the "Qualification Stage") of the process involves qualification (the “Qualification”) of interested parties/ consortia who make a Bid in accordance with the provisions of this RFQ cum RFP (the "Bidders"). At the end of First Round, the DoLG/MCM will announce a short-list of suitable no. of qualified Bidders who shall be eligible for participation in the Second Round of the Bidding Process (the "Bid Stage") comprising the Technical and Financial Proposal .
13. The Bidders are required to submit the online bid proposal as on Proposal Due Date .
14. The Bidders are required to submit hard copy of their Proposal in Two Envelopes i.e. First containing qualification proposal (Qualification Proposal), and second containing technical proposal (Technical Proposal). Only after the Qualification in First Round i.e. “Qualification Stage”, Second Round will be conducted for selection of successful bidder i.e. Bid Stage. **NO HARD COPY OF FINANCIAL PROPOSALS IS TO BE SUBMITTED BY THE BIDDERS.**
15. Detailed information on evaluation criteria and methodology of Qualification Stage and Bid Stage are available in Annexure2, 6A and 7A of this RFQ cum RFP respectively.
16. DoLG/MCM/IIDC Ltd. will not be responsible for any delay, loss or non-receipt of RFQ cum RFP sent by post / courier. Further, neither DoLG/MCM nor IIDC Ltd. shall be responsible for any delay in receiving the Proposal and reserves the rights to accept/ reject any or all Proposals without assigning any reason thereof.
17. Further, the complete Proposal must be submitted in a hard bound form with all pages numbered serially, along with an index of submissions and Bid Security. The Bid Security shall be submitted loose in the envelope containing the Technical Proposal. Bidders are required to submit all details only as per formats issued. In the event of any of the instructions mentioned herein not being adhered to, DoLG/MCM will have the right to reject the Proposal at any stage.

18. The Proposal must be received as per Proposal Due Date as indicated in the Date Sheet of Bidding Process and in the manner specified in the RFQ cum RFP document at the address given below. The hard copy of the documents should be submitted at:

**Commissioner,
Municipal Corporation of SAS Nagar (Mohali)
Punjab**

Capitalised terms used in this RFQ cum RFP but not defined herein shall have the meaning ascribed to such terms in the Draft Concession Agreement.

INSTRUCTIONS TO BIDDERS

A. BIDDING PROCESS AND GENERAL GUIDELINES

1.1 Background / Introduction

- 1.1.1 DoLG is determined to improve the process of Municipal Solid Waste (MSW) management in the State of Punjab and in pursuit of the same has invited bids for advisory services for development of MSW management projects on PPP Model in Punjab, covering all municipal corporations and other Urban Local Bodies in the State.
- 1.1.2 IL&FS, a leading Indian institution of Finance and infrastructure sector has been selected as technical consultants for providing advisory services to DoLG for development of MSW management projects for various towns/cities of Punjab based on regional / cluster approach. The services are being provided by infrastructure advisory wing of IL&FS i.e. "IIDC Ltd. (Formerly IL&FS Infrastructure Development Corporation Limited)" ("IIDC").
- 1.1.3 IIDC, in consultation with DoLG and the ULBs, has, for the purpose of the implementation of an effective MSW management process, divided the entire State of Punjab into eight mega clusters i.e. Jalandhar, Ludhiana, Bathinda, Ferozpur, Amritsar, Pathankot, Patiala and GMADA, depending on various techno-commercial viability, land availability, geographical proximity, etc parameters.
- 1.1.4 Subsequently Municipal Corporation of SAS Nagar (Mohali) and other participating ULBs of cluster and IIDC, entered into a Memorandum of Agreement ("MoA") with the objective of developing and implementing a viable and environmentally sustainable MSW management system in GMADA Cluster for scientific management of MSW on PPP basis.
- 1.1.5 Accordingly, the Project is proposed to be developed on a PPP framework with a Concession Period of 25 (twenty five) years including Construction Period. Land required for the Project will be provided to the Concessionaire by the designated Land ULB's on lease, co -terminus with the Concession Agreement, at nominal lease rental.
- 1.1.6 The status of various activities in relation to the Project are as provided herein below:
- Details of the Land available for the Project is provided in **Annexure-5** to the Draft Concession Agreement (Part II A of RFQ cum RFP):
 - MCM has obtained Site Authorization under Solid Waste Management Rules 2016, from Punjab Pollution Control Board ("PPCB"). However, it shall be responsibility of the Selected Bidder/Concessionaire to renew the same from time to time.
 - Presently the Environment Clearance for the project is obtained. However, it shall be responsibility of the Selected Bidder/Concessionaire to obtain, maintain and periodically renew at its cost all Applicable Approvals, including

environmental clearances, as applicable, in conformity with the Applicable Laws and be in compliance therewith at all times.

- Water, electricity etc required for the implementation of the Project is to be arranged by the Concessionaire.
- The DPR contains primary information about the GMADA Cluster, broad characteristics of MSW, tentative MSW processing scheme, tentative layout plan, details of the Estimated Total Project Cost, etc. The scheme as depicted in the DPR has been prepared based on estimated MSW quantity and characteristics, techno-economic feasibility and also considering the local conditions. The Bidder is, however, free to carry out further process optimization or make suitable changes in the process as per the applicable guidelines/ rules and regulations with the objective of management of projected MSW quantity in the GMADA Cluster over the term of the Concession Agreement as per MSW Rules-2016.

1.2 Eligibility of Bidders

- 1.2.1 A Bidder shall be a private, or public legal entity, or any combination of them in the form of association(s) including Joint Venture (JV) with the MOU, as evidenced by an MOU. In the case of a JV, / consortium, (i) all parties shall be jointly and severally liable, (ii) the number of partners shall be limited as per PDS and (iii) the proposed lead partner shall be clearly specified.
- 1.2.2 The eligibility criteria listed in Clause 1.2.1 shall apply to the Bidder, including the parties constituting the Bidder, i.e., its proposed partners, subcontractors or suppliers for any part of the Contract including related services. In addition, the lead partner shall have to fulfill the criteria listed in **Annex2**. Lead Partner shall be required to have some minimum equity lock-in requirements in the Project as specified in the RFQ cum RFP.
- 1.2.3 For the Financial eligibility criteria, financial credentials of the parent company/affiliate (having more than 26% equity in the bidding company) can be used, subject to undertaking & Board Resolution from the Parent Company/affiliate's (Formats provided in form FIN-3.2(a) of Annex 3).
- 1.2.4 A Bidder may have the nationality of any country.
- 1.2.5 Bidder shall not be under default (execution) of a Bid–Securing Declaration in India.

1.3 Single Stage – Two Round Bid System

- 1.3.1 For selecting the Selected Bidder to undertake the above Project, The DoLG and MCM has adopted a **Single Stage- Two Round System**. The first Round (the "**Qualification Stage**") and second Round is (the "**Bid Stage**") comprising the Technical and Financial Proposal. In the Qualification Stage, Bidders would be required to furnish the information specified in this RFQ cum RFP. Only those Bidders who will be -qualified as per the Qualification Stage will Stand short-listed by DoLG/MCM and shall be eligible for opening their Technical and Financial Proposal in the Bid Stage for the Project.

1.3.1.1 All Bidders are required to submit duly filled RFQ cum RFP document (Qualification, Technical and Financial Proposal) in accordance with the guidelines set forth in this RFQ cum RFP Document. 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 DoLG/MCM, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in this RFQ cum RFP.

The evaluation of Qualification Proposal (Envelope 1) shall be carried out in accordance with the terms and conditions provided in Annex 2 of this RFQ cum RFP document.

1.3.1.2 The Evaluation of the Proposal in Envelope 2 & 3 would be carried out in two phases. The first phase would involve evaluation of the Technical Proposal as per the criteria mentioned in this RFQ cum RFP. There will a minimum qualifying score for the Technical Proposal as per qualification criteria specified in Annexure 6A of this RFQ cum RFP. Based on score of Technical Proposal, the Financial Proposal (Envelope 3) of only those Bidders would be opened who "Pass" the Technical criteria.

1.3.1.3 Bidders are required to submit following documents duly filled in two Envelopes as follows:-

1.3.1.4 **First Envelope: Qualification Proposal**

This envelope shall contain the following:-

- a. Qualification Proposal Submission Form prescribed under Annex 2.
- b. Form ELI -1.1 (Bidder Information Form) prescribed under Annex 3.
- c. Form ELI-1.2 (Bidder Party Information Form) prescribed under Annex 3
- d. Form CON-1 (Historical Contract Non-Performance) prescribed under Annex 3.
- e. Form CON-2 (Performance Certificate) prescribed under Annex 3.
- f. Form FIN- 3.1 (Financial Situation) prescribed under Annex 3.
- g. Form FIN-3.2 (a) (Board Resolution(s), as per the prescribed format in Annex- 3.
- h. Form FIN -3.2 (b) (Undertaking from parent Company/ Affiliate) prescribed under Annex 3.
- i. Form EXP-4.1 (General Infrastructure Experience) prescribed under Annex 3.
- j. Form EXP-4.2 (Similar Infrastructure Experience) prescribed under Annex 3.
- k. Power of Attorney to an individual for signing the Proposal, as per the prescribed format Annex 4A.

- l. Power of Attorney in favour of Lead Member, wherever required, as per the prescribed format, Annex 4B
- m. RFQ cum RFP documents and its annexures and addendums, each page duly stamped and signed by the authorized signatory (as per Power of Attorney).

1.3.1.5 *Deleted*

1.3.1.6 Unless otherwise specified in this RFQ cum RFP document, any margin of preference for domestic bidders shall not apply in the Bidding Process resulting from this Prequalification.

1.3.1.7 DoLG/MCM shall use the factors, methods, criteria, and requirements defined in Annex 2 & 3, Qualification Criteria and Requirements to evaluate the qualifications of the Bidder at Qualification Stage. The use of other methods, criteria, or requirements shall not be permitted. DoLG/MCM reserves the right to waive minor deviations in the qualification criteria if they do not materially affect the capability of a Bidder to execute and/or operate the Project.

1.3.1.8 After evaluation of Qualification Proposal, only those Bidders that qualify Qualification Stage (“Qualified Bidders”) will be eligible for evaluation of Envelopes 2 & 3.

1.3.1.9 Envelopes two along with Rs. 100,000/- (fee for Bid Stage) will be returned for Bidders who do not qualify Qualification Proposal (“Non-Qualified Bidder”).

1.3.1.10 **Envelopes 2 & 3: Technical and Financial Proposals**

1.3.1.11 **Second Envelope: Technical proposal**

Second Envelope containing Technical Proposal of the Bidders will be opened and evaluated. Bidders qualified in technical evaluation (“Technically Qualified Bidders”) will be eligible for evaluation of Financial Proposal .The Bid Security shall be submitted along with the Technical Proposal and in the manner prescribed hereinafter.

1.3.1.12 The result of evaluation of Technical Proposal will be communicated to Qualified Bidders.

1.3.1.13 The Financial Proposal of Bidders who do not qualify technical evaluation (“Technically Disqualified Bidders”) at technical evaluation Stage shall not be opened.

1.3.1.14 **Financial Proposal**

Financial Proposal of the Bidders will be opened in the presence of representative of Technically Qualified Bidders.

1.3.1.15 After evaluation of the Financial Bid DoLG/MCM on behalf of Cluster ULBs will issue a Letter of Intent (LoI) to the Selected Bidder.

1.3.1.16 In this RFQ cum RFP, the term “**Selected Bidder**” refers to the preferred Bidder

selected by DoLG/MCM after evaluation of Technical and Financial Proposals as per guidelines set forth in Annex 6A & 7A.

- 1.3.1.17 DoLG/MCM reserves the right not to follow up this RFQ cum RFP and terminate the entire selection process without any obligation or liability to any of the Bidders, of any kind whatsoever.
- 1.3.1.18 The principal contract(s) i.e Concession Agreement, and Waste Supply Agreement(s) are to be executed between MCM, Cluster ULBs and the Concessionaire, the drafts of which are provided as Part II (A), and Part II (B) respectively of this RFQ cum RFP. The Cluster ULBs which are land owning municipalities (“**Land ULBs**”) shall enter into a Land Lease Agreement with the Concessionaire and the Selected Bidder, the draft of which is placed at Part III of this RFQ cum RFP.
- 1.3.1.19 A prospective Bidder having any comments on the draft Concession Agreement, DPR, draft Waste Offtake Agreement and draft Land Lease Agreement may notify DoLG/MCM in writing. Bidders should send in their comments in writing *latest by the Last Date for Receiving Queries* as given in the Schedule of Bidding Process. Any comments on the Agreements should be submitted in the format enclosed at **Annex-8** to this RFQ cum RFP. However, it is not binding for DoLG/MCM to accept such comment/s. If there are any amendments to the agreements after the submission of Bids but before opening of the Financial Proposal, and if such amendments are likely to have financial implications in view of DoLG/MCM, the Bidders who have submitted their Proposals may be asked to submit revised Financial Proposal.
- 1.3.1.20 The Concessionaire would ensure compliance of the Solid Waste Management Rules 2016 and other 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.
- 1.3.1.21 The confirmation and cross checking of the MSW characteristics, land and other details provided in the PR shall be sole responsibility of the Bidders and DoLG/MCM and/or any of its officers/representatives shall not be held responsible for the same in any manner whatsoever.
- 1.3.1.22 Within **fifteen (15) days** from the issue of LoI, the Selected Bidder would be required to pay Project Development Fee to IIDC Limited in the form of Draft/Cheque in favor of “IIDC Limited”, payable at New Delhi and also submit three (3) Bank Guarantees of the amount specified in Data Sheet (refer Annexure 8 of Draft Concession Agreement) and as per formats provided in Annexure 9 to the Draft Concession Agreement. The three (3) Bank Guarantees shall include (i) a Bank Guarantee in favor of Municipal Corporation of Patiala (MCM) as Performance Security as per Annex 5A and (ii) 2 (Two) Bank Guarantees in favor of IIDC Limited (as Project Development Fee) each having value equal to 10% (ten percent) of the Project Development Fees payable to IIDC Limited.
- 1.3.1.23 The Bank Guarantees shall remain valid and in custody of MCM till the period

specified in Draft Concession Agreement. Such bank guarantees shall be returned only after IIDC confirms in writing to the Project Engineer that it has received the due payment in the form of Draft/Cheque in the favor of "IIDC Limited", payable at New Delhi from Selected Bidder/Concessionaire on account of Project Development Fees.

- 1.3.1.24 The Selected Bidder, shall be required to incorporate a Special Purpose Company ("SPC") under the Companies Act, 2013 **within 30 (Thirty)** days of issuance LOI (the "**Concessionaire**") for the implementation of the Project.

Selected Bidder and Concessionaire shall be required to execute the Concession Agreement within **forty five (45) days** from date of issue of LOI.

1.4 **Eligible Bidders/Bidders**

- 1.4.1 The Bidder shall submit a Power of Attorney as per the format enclosed at **Annex 4A** of this RFQ cum RFP, authorizing the signatory of the Proposal to commit the Bidder. In case the Bidder is a consortium, it must comply with the additional requirements for Bidding as a consortium, as specified in Clause 1.5 of this RFQ cum RFP.

- 1.4.2 At any point of time in the Bidding Process, if required by DoLG/MCM, it shall be the Bidders' responsibility to provide such additional evidence of their eligibility as may be required by DoLG/MCM, to the satisfaction of the DoLG/MCM.

- 1.4.3 A Bidder shall not be eligible to submit more than one bid, either individually or as a member of another Bidder for the Project.

Any Bidder who submits or participates in more than one Proposal for this Project will be disqualified and will also lead to disqualification of the Consortium of which it is a member, if any.

- 1.4.4 All Proposals must be submitted, duly signed by the Bidder (or the Lead Member authorized by each consortium member to sign the Proposal on behalf of the consortium) under the "**Covering Letter for Proposal Submission**", the format for which is provided at Annex 1 of this RFQ cum RFP.

1.5 **Additional requirements for Proposals submitted by a consortium**

- 1.5.1 In case the Bidder is a consortium, the members of the consortium shall furnish a Power of Attorney designating one (1) of the members as their Lead Member (who must have requisite Average Annual Net Worth over last 3 (three) years as per terms of RFQ). The authorized representatives of the members shall duly sign the Power of Attorney for authorizing the signatory as per the format enclosed at **Annex 4B** of this RFQ cum RFP. The Power of Attorney shall be furnished on a non-judicial stamp paper of Rs. 100/- duly attested by notary public.

Proposal submitted by a Bidder, where such Bidder is a consortium should comply with the following additional requirements:

- (i) Maximum number of members in a consortium would be limited to **3 (three)**;
- (ii) Wherever required, the Proposal should contain the information required for each member of the Consortium;
- (iii) One of the Consortium members should have purchased the RFQ cum RFP document from DoLG/MCM as specified in the RFQ cum RFP document;
- (iv) The Proposal should include a description of the roles and responsibilities of individual members of the Consortium;
- (v) Members of the consortium shall nominate one member as the Lead Member in line with terms of the RFQ. The nomination(s) shall be supported by a Power of Attorney as per the format enclosed at **Annex 4B** of this RFQ cum RFP signed by all the members.

1.5.2 Members of the consortium shall submit a Memorandum of Understanding (“**MoU**”) for the purpose of submitting the Proposal. A prescribed format for submitting the MoU along with the key clauses that should be contained in the MoU is provided at **Annex 4 C** of this RFQ cum RFP. The MoU shall be furnished on a non-judicial stamp paper of Rs. 100/-, duly attested by notary public.

The MoU shall, inter alia:

- (i) Convey the intent to form a Special Purpose Company (“**SPC**”) with shareholding commitment(s) explicitly stated. The SPC shall be incorporated in line with the terms mentioned in Clause 1.6 of this RFQ cum RFP.
- (ii) Any change in the shareholding commitments would not be allowed except in accordance with the provisions of this RFQ cum RFP and the draft Concession Agreement. The MoU shall communicate the willingness of the consortium to subsequently carry out all the responsibilities in terms of the draft Concession Agreement, draft Waste Offtake Agreement(s), draft Land Lease Agreement(s).
- (iii) Clearly outline the proposed roles and responsibilities of each member at each stage and shall commit the minimum equity stake of each member as required under Clause 1.6.3 of this RFQ cum RFP.
- (iv) Clearly state that all members of the consortium shall be liable jointly and severally for the execution of the Project in accordance with the terms of the draft Concession Agreement, draft Waste Offtake Agreement(s), draft Land Lease Agreement(s) and a statement to this effect shall be included in the MoU.
- (v) Should be accompanied by the Board Resolutions of the consortium members, giving authority/undertaking to enter into the MoU with other members for undertaking the Project and, if selected, to participate and undertake the Project and nominating and authorizing an authorized representative of the member to sign and enter into the MoU and execute

Power of Attorneys for the Project. The format for the Board Resolutions that must be submitted is provided at **Annexure 4D** - of this RFQ cum RFP.

- 1.5.3 A copy of the MoU, duly notarized, should be submitted with the Proposal. The MoU entered into among the members of the consortium should be specific to this Project and should contain the above requirements failing which the Proposal shall be rejected as being non-responsive. The MoU should be governed by the laws, rules and regulations of India and should be subject to jurisdiction of court of SAS Nagar (Mohali), Punjab only.
- 1.5.4 Any entity which has been barred by DoLG/, MCM, any Other Cluster ULB, or Government of Punjab from participating in any projects (BOOT or otherwise) or barred by any State/Central Government & their Agencies from bidding/ participating in MSW Project shall would not be eligible to submit the Proposal, either individually or as member of a consortium. An Affidavit as per the format in **Annexure 4E** - of this RFQ cum RFP should be submitted along with the Proposal.
- 1.5.5 The Proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the consortium.
- 1.5.6 All witnesses and sureties shall be persons of status and probity and their full names, addresses and telephone numbers/mobile numbers shall be stated below their signature. All signatures in the Proposal documents shall be dated.

1.6 **Minimum Equity Requirement**

1.6 .1 The Project has to be implemented by the Special Purpose Company (SPC) formed by the Selected Bidder for the purpose of this Project. This SPC shall be incorporated within 30 (thirty) days of the issue of LoI. If DoLG/MCM/IIDC has formed an SPC prior to issue of LoI, the Selected Bidder shall be required to acquire the equity holding of the SPC within 30 (thirty) days of issue of LoI.

1.6 .2 Deleted.

1.6 .3 a) The minimum aggregate equity shareholding of the Lead Member (in case of a consortium) /sole Bidder (as applicable), in the issued and paid up equity capital of the SPC shall be:

- i. 51% (fifty one percent) during the Construction Period and 15 (fifteen) years following the Commercial Operation Date of Processing and Disposal (COD – CTP&D) and
- ii. 26% (twenty six percent) during the remaining Term of the Concession Agreement

b) The minimum aggregate equity shareholding of the Consortium Member (s) (in case of Consortium) other than the Lead Member, in the issued and paid up equity capital of the SPC shall be :

as provided in MOU as a part of its Proposal, during the Construction

Period and at least for a period of 15 (fifteen) years following the Commercial Operation Date of Processing and Disposal (COD – CTP&D) and Consortium Member whose “Eligible Experience” (as per serial no. 3, “Eligibility Conditions”) will be considered and evaluated for the purpose of RFQ-cum-RFP, shall subscribe to minimum 26% (twenty six percent) of the paid up and subscribed equity of SPC and such member shall further commit for holding equity share capital not less than 26% (twenty six percent) of the paid up and subscribed equity of SPC, for a minimum period of 15 (fifteen) years from the Commercial Operation Date of Processing and Disposal (COD – CTP&D).

1.6 .4 Any dilution in the equity holding of the SPC from as provided in the clause 1.6.3 shall be allowed only as per the provisions of the Draft Concession Agreement.

1.7 Concession Period & Estimated Total Project Cost

The Concession Period and the Construction Period for the Project will be as per the **Data Sheet** (refer Annexure 8 of draft Concession Agreement).

The Estimated Total Project Cost (Estimated TPC) of the Project is provided in the **Data Sheet** (refer Annexure 8 of draft Concession Agreement).

1.8 Change in Composition of the Bidder

In case a Bidder is a Consortium, change in the composition of the Bidder will not be permitted, except as provided herein or without the consent of the DoLG/ or the Concessing Authority.

1.9 Proposal Preparation Cost

The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the Bidding Process. DoLG/MCM will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.10 Contents of RFQ cum RFP

The RFQ cum RFP consists of Four Parts as listed below and would include any Addenda issued in accordance with Clause 1.12 of Part I of this RFQ cum RFP.

PART I	Request for Qualification cum Request for Proposal (Instruction to Bidders and Proposal Formats)
PART II (A)	Draft Concession Agreement
PART II (B)	Draft Waste Supply Agreement(s)
PART III	Draft Land Lease Agreement(s)
PART IV	PROJECT REPORT (PR)

1.11 Clarifications

- 1.11.1 Any Bidder requiring any clarification on the RFQ cum RFP may notify the DoLG/MCM/IIDC in writing. Bidders should send in their written queries latest by the Last Date for Receiving Queries as given in the Schedule of Bidding Process. The comments on the draft Concession Agreement and draft Waste Offtake Agreement(s) should be notified in format enclosed at **Annex 8** only. However, it is not binding for DoLG/MCM to answer/accept any or all of such queries/comments. If there are any amendments to the agreement(s)/RFQ cum RFP after the submission of Proposal(s) by Bidders but before opening of the Financial Proposal(s) and such amendments are likely to have financial implications in view of DoLG/MCM/Cluster ULBs, the Bidders who have submitted their Proposals and have been qualified in Qualification Proposal and Technical Proposal (Envelope 1 &2) may be asked to submit revised Financial Proposal.
- 1.11.2 Copies of the response to all queries will be forwarded to all purchasers of the RFQ cum RFP, including a description of the enquiry.
- 1.11.3 No queries or clarification or comments shall be entertained after forwarding response to queries/ clarification/ comments asked in Clause 1.11.1.

1.12 Amendment of RFQ cum RFP

- 1.12.1 DoLG/MCM may modify the RFQ cum RFP by issuing an addendum before Proposal Due Date.
- 1.12.2 Any addendum thus issued shall be part of this RFQ cum RFP and shall be communicated in writing to all the purchasers of this RFQ cum RFP and will also be hosted on the following websites :

<https://etender.punjabgovt.in>

Bidders shall acknowledge receipt of each addendum in writing to DoLG/MCM. DoLG/MCM will assume no responsibility for postal delays.

- 1.12.3 To give Bidders reasonable time in which to take addendum into account in preparing their bids, DoLG/MCM may, at its sole discretion, extend the Proposal Due Date and such extended date shall be notified to all the Bidders.

B. PREPARATION AND SUBMISSION OF PROPOSAL

1.13 Language of the Proposal

The language of Proposal and related documents and correspondence shall be as per the Data Sheet (refer Annexure 8 of draft Concession Agreement).

If the Bidder is submitting any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), Power Of Attorney(s), Undertaking(s), documentary evidence(s), qualifying document(s),

etc. then the Bidder, before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall be compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified Translator, supported by the affidavit of the said Translator, certifying the correctness of the English translation.

However, in the case of Foreign Document(s) created or originating from Countries that have signed, ratified and have made operational the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents, 5 October, 1961 "Hague Legalization for Convention, 1961", the Bidders may affix an 'Appostille" sticker on each and every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Bidder shall be compulsorily required to get all such "Appostilled" Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were created or are originated from OR the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India, New Delhi.

1.14 **Currency of Proposal and Payments**

1.14.1 The currency for the purpose of the Proposal shall be as per the **Data Sheet** (refer Annexure 8 of draft Concession Agreement).

1.15 **Bid Security**

1.15.1 Proposal would need to be accompanied by a Bid Security in Indian Rupees for an amount as given in the **Data Sheet** (refer **Annexure-8** of draft Concession Agreement). The Bid Security shall be kept valid throughout the period of **45 (forty five) days** beyond the Proposal Validity Period including any extensions thereto as given in Clauses 1.16 and 1.17 and would be required to be extended further if so required by DoLG/MCM. Any extension of the validity of the Bid Security as requested by DoLG/MCM shall be provided to DoLG/MCM, a minimum of 7 (seven calendar) days prior to the expiry of the validity of the Bid Security, being extended. When an extension of the Bid Validity Period is requested, Bidders shall not be permitted to change the terms and conditions of their Bids. DoLG/MCM reserves the right to reject the Proposal submitted by any Bidder who fails to extend the validity of the Bid Security in line with the provisions of this clause.

1.15.2 The Bid Security shall be in the following form:

An irrevocable Bank Guarantee issued by a nationalized bank or a Scheduled Bank in favour of the Commissioner, Municipal Corporation of SAS Nagar (Mohali), payable at SAS Nagar (Mohali) as per the format set out in **Annex 5 A** of

this RFQ cum RFP. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Concessions Authority and payable at SAS Nagar (Mohali) (“the Demand Draft”). The Concessions Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. It shall be responsibility of the Bidder to extend the validity of the Demand Draft as and when required. Non renewal of the Demand Draft shall result into cancellation of bid of the bidder

- 1.15.3 The demand draft of Rs. 100,000/- submitted at the time of purchasing of RFQ cum RFP document, Bid Security along with unopened Technical and Financial Proposal of those Bidders who do not qualify based on evaluation of Qualification Proposal (Envelop- 1) will be returned within a period of 1 (one) month from the date of intimation of such qualification.

The Bid Security of those Bidders who are not selected after evaluation of Technical and Financial Proposals will be returned by the Concessions Authority/DoLG/MCM, 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 DoLG/MCM. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favour of the concerned Bidder. Bidders may by specific instructions in writing to the DoLG/MCM give the name and address of the person in whose favour the said demand draft shall be drawn by the DoLG/MCM for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

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.

In addition to the above, DoLG/MCM will within 60 days release all Bid Securities in the event DoLG/MCM decides to terminate the bidding proceedings or abandon the Project.

Notwithstanding anything to the contrary provided in these Instructions to Bidders, the validity of the Bid Security of the Selected Bidder shall be extended by Selected Bidder till the time Concession Agreement and Waste Supply Agreements are signed and are in force and three Bank Guarantees mentioned in Clause 1.3.1.22 of RFQ cum RFP are submitted (Format of Bank Guarantees enclosed as Annexure 9 to the draft Concession Agreement).

- 1.15.4 DoLG/MCM shall reject the Proposal which does not include the Bid Security as a part of Technical Proposal. DoLG/MCM shall reject the Proposal, if the Proposal submitted by the Bidder is declared non-responsive/ non-qualified/conditional by DoLG/MCM; or if the Proposal is not in the Format(s) provided in the RFQ cum RFP.

1.15.5 The entire Bid Security shall be forfeited in the following cases:

- (i) If the Bidder withdraws its Proposal except as provided in Clause 1.25 ;
- (ii) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the validity period of the Proposal;
- (iii) If the Selected Bidder fails to submit the Bank Guarantee(s) in favour of Municipal Corporation of SAS Nagar (Mohali) (MCM) and IIDC or fails to sign the Concession Agreement/ Waste Supply Agreement(s) within the stipulated time.
- (iv) If the Selected Bidder fails to submit Project Development Fee or fails to meet any other pre-requisite for signing of Concession Agreement/Waste Supply Agreement(s) as per the terms of this RFQ cum RFP

1.16 Proposal Validity Period

Proposal shall remain valid for a period not less than 180 (one hundred and eighty) days from the Proposal Due Date (“Proposal Validity Period” or “Bid Validity Period”). DoLG/MCM reserves the right to reject any Proposal which does not meet the requirement.

1.17 Extension of Proposal Validity period

1.17.1 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, DoLG/MCM/ may request the Bidders to extend the period of validity for a specified additional period. The request and the Bidders’ responses shall be made in writing. DoLG/MCM reserves the right to reject the Proposal submitted by any Bidder who fails to extend the period of validity of its Proposal in line with the provisions of this clause. In such case the Bid Validity Period of the Selected Bidder shall deemed to be automatically extended till the date on which the Concession Agreement/Waste Supply Agreement(s)/Share Transfer Agreement (if required) and other agreement(s) (as identified in this RFQ cum RFP) are signed.

1.18 Project Inspection and Site Visits

The Bidder(s), at their own responsibility and risk, are required to visit and examine the site(s) of Project and its surroundings and obtain all information that may be necessary for preparing the Proposal. The costs of visiting the site(s) shall be borne by the Bidder and DoLG/MCM/Cluster ULBs/IIDC shall not be liable for such costs in any manner whatsoever. Bidders interested to visit the site may give prior intimation to DoLG/MCM/IIDC and request necessary permission/facilitation for the visit.

1.19 Bidders’ Responsibilities

1.19.1 Each Bidder is expected to examine carefully the contents of all the documents provided and consisting of this RFQ cum RFP. Failure to comply with the requirements of this RFQ cum RFP will be at the Bidders’ own risk.

1.19.2 It would be deemed that prior to the submission of the Proposal, the Bidder has:

- (i) Made a complete and careful examination of requirements and other information set forth in this RFQ cum RFP;
- (ii) Received all such relevant information as it has requested from DoLG/MCM; and
- (iii) Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - a. The Project site(s);
 - b. Distance between Site(s);
 - c. Existing facilities and structures;
 - d. The conditions of the access roads and utilities in the vicinity of the Site(s)
 - e. Conditions affecting transportation, access, disposal, handling and storage of the materials;
 - f. Clearances obtained by MCM/Cluster ULBs for the Project; and
 - g. All other matters that might affect the Bidder's performance under the terms of this RFQ cum RFP.

1.19.3 DoLG/MCM shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

1.19.4 Each Bidder shall submit only 1 (one) Proposal in response to this RFQ cum RFP. Submission of more than 1 (one) Proposal by any Bidder shall be sufficient ground for disqualification of the Bidder.

1.20 **Pre-Bid Conference**

1.20.1 DoLG/MCM proposes to hold a pre-bid conference on the date specified in the Schedule of Bidding Process to discuss the issues related to the Project with all the Bidders. DoLG/MCM on its discretion may also hold further discussions with the Bidders to finalise the technical/ commercial/ legal parameters and other related issues for the Project, before submission of the Proposal, which would be common for all the Bidders.

1.20.2 Prior to the pre-bid conference, the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the agreement(s). Bidders must formulate their queries/proposed deviations and forward the same to DoLG/MCM/IIDC before Last Date for Receiving Queries as specified in the Schedule of Bidding Process. DoLG/MCM may amend the RFQ cum RFP based on inputs, provided by Bidders that may be considered acceptable in its sole discretion.

1.20.3 DoLG/MCM, at its sole discretion, may respond to inquiries submitted by the conference attendees after the date of the pre-bid conference. Such a response will be sent in writing to all the Bidders who have purchased RFQ cum RFP

document, and will also be published on the website and will qualify as an “**Addendum**” to this RFQ cum RFP.

1.20.4 Bidders may note that DoLG/MCM will not entertain any deviations to this RFQ cum RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders shall be unconditional and the Bidders would be deemed to have accepted the terms and conditions of this RFQ cum RFP with all its contents and Addendums issued thereafter including the agreement(s). Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

1.20.5 Attendance of Bidders at the Pre-Bid Conference is not mandatory.

1.20.6 All correspondence/ enquiry should be submitted to the following in writing by fax/ post/ courier:

**Commissioner,
Municipal Corporation SAS Nagar (Mohali)
Punjab**

1.20.7 No interpretation, revision, or other communication from DoLG/MCM or IIDC regarding this solicitation is valid unless in writing and signed by the competent authority from DoLG/MCM/IIDC.

1.21 **Format and Signing of Proposal**

1.21.1 The Bidder would provide all the information as per this RFQ cum RFP. DoLG/MCM reserves the right to evaluate only those Proposals that are received in the required format, complete in all respects and in line with the instructions contained in this RFQ cum RFP.

1.21.2 The Proposal should be submitted in 3 (Three) separate envelopes / packages and put together in 1 (one) single outer envelope/package

Envelop 1: “Qualification Proposal” which will consist of the details mentioned in Annex 1, 2 , 3, 4A and 4 B of this RFQ cum RFP;

Envelop 2: “Technical Proposal” which will consist of the details mentioned in Part B of **Annex 4C, 4D, 4E, 4F, 5B, 6 A & 6B** of this RFQ cum RFP; and

“Bid Security”, which will be as per **Annex 5 A** of this RFQ cum RFP.

Envelop 3: “Financial Proposal” which will consist of the details mentioned in **Annex 7A and 7B** of this RFQ cum RFP

1.21.3 The Bidder shall prepare and submit **1 (one) original Proposal plus 2 (two) copies** of the same (Qualification Proposal, Technical Proposal and Bid Security) in a single envelope. **HOWEVER, NO HARD COPY OF FINANCIAL PROPOSAL SHALL BE SUBMITTED.**

1.21.4 The pages and volumes of each part of the Proposal shall be clearly numbered and stamped and the contents of the Proposal shall be duly indexed.

1.21.5 All documents should be submitted in a hard bound form for Envelop 1, and Envelop 2. Bid Security is not to be submitted in hard bound form and should be placed loose with Technical Proposal in the envelope 2. The Proposal should not include any loose papers other than Bid Security.

1.21.6 The Proposal shall be typed or printed. The Proposal shall be signed and each page of the Proposal shall be initialed by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney as per the format provided in **Annex 4A** of this RFQ cum RFP.

1.21.7 Deleted

1.21.8 The Proposal shall contain no alterations or additions, except those to comply with instructions issued by DoLG/MCM or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal.

1.22 **Sealing and Marking of Proposal**

1.22.1 The Bidder shall seal each of the envelopes duly marking each envelope as **“QUALIFICATION PROPOSAL”**, **“TECHNICAL PROPOSAL”** “as appropriate.

1.22.2 The Bidder shall put 2 (two) separate envelopes enclosing the Proposal in a single outer envelope and seal the envelope.

1.22.3 The outer envelopes shall clearly bear the following identification.

“PROPOSAL FOR IMPLEMENTATION OF MUNICIPAL SOLID WASTE PROCESSING FACILITIES AND SCIENTIFIC LANDFILL FACILITY FOR GMADA CLUSTER ON PPP MODE IN THE STATE OF PUNJAB”

1.22.4 Each of the envelopes shall indicate the complete name, address, telephone number (with country and city code) and facsimile number of the Bidder.

1.22.5 Each envelope shall be addressed to:

**Commissioner,
Municipal Corporation of SAS Nagar (Mohali),
Punjab**

1.22.6 DoLG/MCM reserves the right to reject any Proposal which is not sealed and marked as instructed above and DoLG/MCM will assume no responsibility for the misplacement or premature opening of the Proposal which is not sealed and marked as instructed above.

1.23 **Proposal Due Date and Time**

1.23.1 Online and hard copy of Proposal should be submitted before the Proposal Due Date and time, as stated in the Schedule of Bidding Process, at the address given in Clause 1.22.5, in the manner and form as detailed in the RFQ cum RFP. Proposals submitted by either facsimile transmission or telex shall not be accepted.

1.23.2 DoLG/MCM may, in exceptional circumstances and at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 1.12 uniformly for all Bidders.

1.24 **Late Proposals**

Any Proposal received after Proposal Due Date and time shall not be accepted and shall be summarily rejected.

1.25 **Modifications / Substitution / Withdrawal of Proposals**

1.25.1 A Bidder submitting its Proposal prior to the Proposal Due Date may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by DoLG/MCM before the Proposal Due Date. It is hereby clarified that no Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date.

1.25.2 The modification, substitution, or withdrawal notice shall be prepared in Original only and each page of the notice shall be stamped. The copy of the notice shall be sealed, marked, and delivered in accordance with Clause 1.22, with the envelope being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

C. **EVALUATION PROCESS**

1.26 **Proposal Opening Date**

1.26.1 DoLG/MCM would open the Envelop 1 of Proposal (Qualification Proposal) as per Proposal Due Date or its subsequent extension through Addendum.

1.26.2 Proposals for which an acceptable notice of withdrawal has been submitted in accordance with Clause 1.25.1 shall not be opened.

1.26.3 The Envelop 1 of Proposal (Qualification Proposal) shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Proposal opening shall register to evidence their presence.

1.26.4 The following information will be announced at the Proposal opening and recorded:

- Bidders' names
- Names of Consortium Members

1.26.5 The Qualified Bidders at Qualification Stage and Technical Stage shall be intimated through their respective email provided in Proposal.

1.26.6 IIDC on behalf of DoLG/MCM would subsequently examine responsiveness of Qualification to Technical Proposals in accordance with the criteria set out in Clause 1.32 .of RFQ cum RFP document.

1.27 **Non-Discriminatory and Transparent Bidding Proceedings**

DoLG/MCM shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. DoLG/MCM or IIDC shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition

1.28 **Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. DoLG/MCM or IIDC will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. DoLG/MCM or IIDC will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure or disclosure which is required for the purposes of evaluation of the Proposals submitted by the Bidders.

1.29 **Clarifications**

To facilitate evaluation of Proposal, DoLG/MCM may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RFQ cum RFP, DoLG/MCM reserves the right not to take into consideration any such clarifications sought by it for evaluation of the Proposal and also reserves the right not to respond any correspondence received from the Bidder after the Proposal Due Date.

1.30 **Bidding Criteria**

1.30.1 The Bidder shall be required to quote in his Financial Proposal, Tipping Fees to be charged/ paid for processing and disposal of MSW. While evaluating Financial Proposal, the sole criteria for selection of Bidders would be the Tipping Fees Amount. The Tipping Fee may be positive or negative based on Bidders' assumption.

Positive Tipping Fees - When payment is made by Cluster ULBs to the Concessionaire and

Negative Tipping Fee (or Royalty) – When payments to Cluster ULBs is made by the Concessionaire.

The following paragraphs further clarify the procedure.

1.30.2 In case Bidder wishes to quote Positive Tipping Fees, the same will be payable by

the MCM or Other Cluster ULBs to Concessionaire in line with the MSW quantity, as per conditions laid down in the Concession Agreement and Waste Supply Agreement(s). In case Bidder wishes to offer Negative Tipping Fees, the same will be payable by the Concessionaire to the MCM or Other Cluster ULBs in line with the MSW quantity supplied by respective ULB, as per conditions laid down in the Concession Agreement and /or Waste Supply Agreement(s). The payments need to be made on monthly basis to the MCM & Cluster ULB's by the Concessionaire or vice versa, as the case may be. Detailed mechanism of payment has been outlined in Concession Agreement and Waste Supply Agreement(s)

1.30.3 For the purpose of evaluation of Financial Proposals, the Financial Proposal with the highest Negative Tipping Fee Amount, as per the Financial Proposal, would be ranked L1 and other proposals subsequently would include lower Negative Tipping Fee Amount.

For Example: if the Negative Tipping Fee quoted by various Bidders to the MCM & Other Clusters is (50), (60), (70) and (80) then:

Bidder quoting (80) would be L1
Bidder quoting (70) would be L2
Bidder quoting (60) would be L3
Bidder quoting (50) would be L4

The Negative Tipping Fee shall be followed by lowest Positive Tipping Fee followed by higher Positive Tipping Fee requirement.

For Example: if the Positive Tipping Fee quoted by various Bidders to the MCM & Other Clusters is (10), (20), (30) and (40) then:

Bidder quoting (10) would be L5
Bidder quoting (20) would be L6
Bidder quoting (30) would be L7
Bidder quoting (40) would be L8

Further, a Bidder can only quote only one Tipping Fee as per the format of Financial Proposal. Tipping Fee could either be Positive Tipping Fee or Negative Tipping Fee but not both. If a Bidder quotes both Positive and Negative, or quotes more than one value, the Bid will be declared void and thus rejected.

1.30.4 Bidders should also note that any payment to the Concessionaire shall be as per terms and conditions laid down in the draft Concession Agreement, draft Waste Supply Agreement(s) and Financial Proposal.

1.31 **Proposal Evaluation**

1.31.1 The Response to Qualification Proposal will be evaluated in accordance with the conditions specified in Annex-2 & 3. The Technical Proposals will undergo evaluation as per the criteria and process specified in **Annex 6A** of this RFQ cum RFP. If the Proposal is found to be satisfactory based upon the evaluation criteria for Technical Proposal, the Proposal shall be subject to evaluation of Financial

Proposal. DoLG/MCM reserve the right to reject the Proposal which do not meet the parameters stipulated in this RFQ cum RFP.

1.31.2 The Bidder will be declared as a Selected Bidder, after the evaluation of the highest quoted Tipping Fee Amount (in case of Negative Tipping Fee Amount quoted.). In case no Negative Tipping Fee amount is quoted, the lowest Tipping Fee amount (zero or positive Tipping Fee quoted) will be evaluated as per the Financial Proposal Format placed at **Annexure 7A** by DoLG/MCM/Bid Evaluation Committee.

1.31.3 Once the evaluation is completed and a Selected Bidder is selected, no change in the Bidders' Financial Proposals will be permitted.

1.32 **Test of Responsiveness**

1.32.1 In Stage I of evaluation of Proposal the Bid Security as stated in Clause 1.15.1 submitted by the Bidders shall be checked for compliance with the requirements. DoLG/MCM will determine whether Proposal submitted by each Bidder is substantially responsive to the requirements of the RFQ cum RFP. A Proposal shall be considered responsive if the Proposal satisfies the criteria stated below:

- a) The Proposal is submitted with the Bid Security as stipulated in Clause 1.15.1.
- b) The Proposal is received by the Proposal Due Date including any extension thereof pursuant to Clause 1.23.1.
- c) The Proposal is signed, sealed and marked as stipulated in Clauses 1.21.6 and 1.22.
- d) The Proposal contains all the information in formats specified in this RFQ cum RFP.
- e) The Proposal contains all the contents of Proposal indicated at Clause 2.1 and 2.2 of the RFQ cum RFP in the same order as given in Contents of Proposal.
- f) The Proposal contains all the formats specified in this RFQ cum RFP and as per details in the Data Sheet (refer Annexure 8 of draft Concession Agreement).
- g) The Proposal adheres to and mentions the Proposal Validity Period as set out in Clause 1.16
- h) The Proposal should not contain any qualification or condition.

1.32.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation.

1.32.3 DoLG/MCM reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DoLG/MCM in respect of such Proposals.

1.33 Evaluation of Technical Proposals (Round II)

- 1.33.1 In Stage I of Technical Proposal evaluation, only those Proposals that are found to be responsive to the requirements of the RFQ cum RFP as specified in Clause 1.32.1 above would be considered for evaluation and for selecting the Selected Bidder to undertake the Project as per **Annex 6A**.
- 1.33.2 The capability of the Bidders would be assessed based on the evaluation process and minimum threshold requirements as set in **Annex 6A**, to be submitted by the Bidders, in formats as per **Annex 6B**.
- 1.33.3 Technical Proposal is to judge the Bidder's capability and is proposed to be established by the guidelines provided in **Annex 6A** and response sheets in **Annex 6B**.
- 1.33.4 On all the specified parameters, the Bidder would be required to meet the evaluation criteria as detailed in **Annex 6A**.

Any Bidder meeting all the criteria will, subject to provisions of this document, will be qualified for evaluation of Financial Proposal.

- 1.33.5 Financial Proposals of only those bidders whose Technical Proposal meets the minimum requirements as set out in **Annex 6A** would be opened and evaluated.

1.34 Evaluation of Financial Proposals (Round II) and Award of the Project

- 1.34.1 DoLG/MCM will open '**FINANCIAL PROPOSAL**' (in the presence of the Bidders' representatives who choose to attend), for the Bidders who pass the evaluation of Technical Proposals as stated in clause 1.33. DoLG/MCM will endeavor to open the Financial Proposals on the date mentioned against the Date for Opening of Financial Proposals in the Schedule of Bidding Process. Any deviation from the proposed schedule will be communicated to the Bidders.
- 1.34.2 The Financial Proposal evaluation parameter for award of the Concession shall be the 'Tipping Fee Amount' as per the Financial Proposal Format at Annex 7 A. The DoLG/MCM/Bid Evaluation Committee shall evaluate the Tipping Fee Amount provided in the Financial Proposal submitted by the Bidder.

In case of any discrepancy between the Tipping Fee Amount as quoted by Bidder in its Financial Proposal, in words and in Indian Rupee(s), the Tipping Fee Quoted by the Bidder in words shall be taken in to consideration for award of the Concession.

- 1.34.3 The Bidder whose Bid is adjudged as responsive in terms of Clause 1.32 and who quotes the highest Tipping Fee Amount, in case Negative Tipping Fee is quoted by the Bidder(s), shall be nominated for the selected Bidder (the "**Selected Bidder**"), after the evaluation of DoLG/MCM/Bid Evaluation Committee as prescribed in Clause 1.34.2. In the event no Bidder offers Negative Tipping Fee Amount, then the Bidder quoting lowest Tipping Fee Amount shall be nominated as Selected

Bidder , after the evaluation of DoLG/MCM/Bid Evaluation Committee as prescribed in Clause 1.34 .2. In the event that the DoLG/MCM rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

- 1.34.4 In the event that two or more Bidders quote the same Tipping Fee Amount [Positive or Negative Tipping Fee Amount, as the case may be] (the “**Tie Bidders**”), the DoLG/MCM shall select the bidder who got higher technical marks during technical evaluation of technical proposals.

Bidders should however note that no bidder should quote more than one value of Tipping Fee in the Financial Proposal.

- 1.34.5 In the event that the highest/lowest Bidder (‘**L1**’), as the case may be for Negative/Positive Tipping Fee Amount respectively, withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), DOLG/MCM may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid L1 (the “**second round of bidding**”). The Bidder who matches L1 in the second round of bidding shall be the Selected Bidder. In the event that two or more Bidders quote the same Tipping Fee Amount in the second round of bidding [Positive or Negative Tipping Fee, as the case may be] (the “**Tie Bidders**”), the DoLG/MCM shall select the bidder who got higher technical marks during technical evaluation of proposals.

- 1.34.6 In the event that no Bidder offers to match **the L1** in the second round of bidding as specified in Clause 1.34.5, the DOLG/MCM may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from **all Bidders except the L1** of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids. Provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are equal to or higher than the Bid of the second **highest/lowest Bidder (L2)** in the first round of bidding.

1.35 **Notification**

The Selected Bidder would be declared and notified in writing by DoLG/MCM and shall issue the Letter of Intent (LOI) to the Selected Bidder by the date mentioned against issue of LOI in the Schedule of Bidding Process.

1.36 **DoLG/MCM’s Right to accept or reject Proposal**

- 1.36.1 DoLG/MCM 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 Issue of LOI, without liability or any obligation for such acceptance, rejection or annulment.

- 1.36.2 DoLG/MCM reserves the right to invite fresh bids by issuing a fresh request for proposal at any stage without liability or any obligation for such invitation and without assigning any reason.

1.36.3 DoLG/MCM reserves the right to reject any Proposal if:

- (i) At any time, a material misrepresentation is made or uncovered for a Bidder or any of its members; or
- (ii) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal; or
- (iii) The Proposal is not accompanied by documents and annexure required to be submitted in accordance with this RFQ cum RFP; or
- (iv) Failure to comply with the requirements of this RFQ cum RFP; or
- (v) Any Proposal that is received after the Proposal Due Date.

The above would lead to disqualification of the Bidder. If the Bidder is a consortium, then the entire consortium would be disqualified/ rejected. If such disqualification/ rejection occurs after the Financial Proposals have been opened and the Selected Bidder gets disqualified/rejected, DoLG/MCM reserves the right to take any such measure as may be deemed fit in the sole discretion of DoLG/MCM, including annulment of the bidding process, inviting other Bidder(s) for negotiation, inviting all qualified Bidders for negotiations. Notwithstanding the above, DoLG/MCM may debar / blacklist any of the Bidder(s) for their misleading or false representations in the forms, statements etc. for the period to be decided by DoLG/MCM.

1.37 Acceptance of Letter of Intent (LOI)

1.37.1 Within 15 (fifteen) days from the date of issue of the LOI, the Selected Bidder shall pay Project Development Fee to IIDC and also submit 3 (three) Bank Guarantees of the amount specified in Data Sheet (refer Annexure 8 of draft Concession Agreement) and as per formats provided in Annexure 9 to the draft Concession Agreement. The 3 (three) Bank Guarantees shall include a Bank Guarantee in favor of MCM (as Project Performance Security) and 2 (Two) Bank Guarantees in favor of IIDC Limited. (as Project Development Fee) each having value equal to 10 % (ten percent) of the Project Development Fees payable to IIDC Limited. The Bank Guarantees shall remain in custody of Project Engineer of MCM till the period specified in draft Concession Agreement. Within 30 (thirty) days from the date of issue of LOI, the Selected Bidder shall incorporate the Concessionaire Company. The Selected Bidder shall also be required to execute the Concession Agreement within 45 (Forty Five) days from date of issue of LoI.

1.37.2 In case, the Selected Bidder and Concessionaire fails to execute the Concession Agreement within Forty Five (45) days of issue of LOI, DoLG/ MCM reserves the right to invite the second eligible Bidder (L2) for discussions/negotiations or may also decide to annul the Bidding Process or may invite fresh bids for the Project. In case the Selected Bidder/Concessionaire fails to execute the Concession Agreement within specified timelines or fails to make the payment of Project Development Fee to IIDC Ltd. or submit the Bank Guarantees in terms of this RFQ cum RFP the entire Bid Security submitted by the Selected Bidder shall be forfeited by the DoLG/ /MCM. However, DoLG/ MCM on receiving request from the Selected Bidder may at its absolute discretion, permit extension of the aforesaid period of 45 (forty five) days for execution of the respective

agreement(s).

1.37.3 DoLG/ /MCM will notify other Bidders that their Proposals have not been selected. The Bid Security of second eligible Bidder (L2) shall be returned as mentioned in Clause 1. 15.3. Bid Security of other Bidders will be returned as promptly possible as, in any case not later than 2 months from the submission of Performance Security of the Selected Bidder.

1.37.4 Notwithstanding anything contained in this RFQ cum RFP, if there is only one Bidder complying with the condition of Qualification Proposal and declared “Qualified” after the Qualification Proposal. DoLG/MCM may at its own discretion evaluate such Complying Bidder’s Technical Proposal in terms of this RFQ cum RFP or if there is only one Bidder who is declared PASS after evaluation of Technical Proposal (hereinafter referred to as the “Complying Bidder”) as specified in the clause 1.37.5, the If Complying Bidder under above-mentioned situations meets all the criteria under the Technical Proposal in terms of clause 1.33.4, DoLG/MCM may negotiate with the Complying Bidder on the Financial Proposal. Upon conclusion of such negotiation with the Complying Bidder, if DoLG/MCM is of the opinion that the Weighted Tipping Fee Amount as quoted by Complying Bidder meets the objectives of the Project and is commercially viable, then in the interest of the Project, DoLG/MCM may issue the LOI to the Complying Bidder in terms of clause 1.37.5 of the RFQ cum RFP.

1.37.5 The Bidder shall be a Complying Bidder:

- (i) If only one Bidder submitted the Proposal and is complying with the condition of Qualification Proposal .
- (ii) If there is only one Bidder complying with the condition of Qualification Proposal and declared “Qualified” after the Qualification Proposal or
- (iii) if there is only one Bidder who is declared “Pass” after evaluation of Technical Proposal.

Provided that, any of the aggrieved disqualified Bidders may, within a period of fifteen days from the date of decision of DoLG/MCM, file appeal to the DoLG/MCM and the same shall be decided by DoLG/MCM within a period of twenty-one days from the date of filing of the appeal.

CONTENTS OF PROPOSAL

2.1 (a) Qualification Proposal :

- a. Annexure-I: Format for covering letter for Proposal Submission
- b. ELI-1 (Qualification Proposal Submission Form) prescribed under Annex 3.
- c. Form ELI -1.1 (Bidder Information Form) prescribed under Annex 3.
- d. Form ELI-1.2 (Bidder Party Information Form) prescribed under Annex 3.
- e. Form CON-1 (Historical Contract Non-Performance) prescribed under Annex 3.
- f. Form CON-2 (Performance Certificate) prescribed under Annex 3.
- g. Form FIN- 3.1 (Financial Situation) prescribed under Annex 3.
- h. Form FIN-3.2 (a) (Board Resolution(s), as per the prescribed format in Annex 3.
- i. Form FIN -3.2 (b) (Undertaking from parent Company/ Affiliate) prescribed under Annex 3.
- j. Form EXP-4.1 (General Infrastructure Experience) prescribed under Annex 3.
- k. Form EXP-4.2 (Similar Infrastructure Experience) prescribed under Annex 3.
- l. Power of Attorney to an individual for signing the Proposal, as per the prescribed format Annex 4A.
- m. Power of Attorney in favour of Lead Member, wherever required, as per the prescribed format,
- n. RFQ cum RFP documents and its annexures and addendums, each page duly stamped and signed by the authorized signatory (only one copy in hard copy format) (as per Power of Attorney).
- o. Bid Security of amount indicated in Data Sheet (refer Annexure 8 of Concession Agreement) and as per format placed at **Annex 5A**

(b) Technical Proposal

The submissions in Technical Proposal shall consist of:

- a. Format for MOU in Annex 4C
- b. Board Resolution(s), as per the prescribed format in Annex 4D.
- c. Affidavit(s), as per the prescribed format in Annex 4E.
- d. Anti-collusion certificate, as per the prescribed format Annex 4F.
- e. Project Undertaking as per the prescribed format Annex 5B, duly signed by the signatory authorized as per Annex 4A.
- f. Submissions in line with Annex 6A (Formats 6A.I to 6A.II, Annex6B (6.B.1 to 6.B.4) including a Technical Note as per guidelines given at Annex 6.B.4.

(c) Financial Proposal as per RFQ cum RFP

- a. Financial Proposal Format (Blank with XXXX in place of Figures) as per Annex 7A and 7B.

2.2 The various formats given in Annexure are meant for specific purpose as indicated in table below and to be accordingly used/submitted:

ANNEX. NO.	CONTENTS	FORMAT APPLICABLE FOR
1	Proposal Covering Letter Format	Qualification Proposal
3	ELI-1 (Qualification Proposal	Qualification Proposal
3	Form ELI -1.1 (Bidder Information	Qualification Proposal

ANNEX. NO.	CONTENTS	FORMAT APPLICABLE FOR
3	Form ELI-1.2 (Bidder Party	Qualification Proposal
3	Form CON-1 (Historical Contract	Qualification Proposal
3	Form CON-2 (Performance Certificate)	Qualification Proposal
3	Form FIN- 3.1 (Financial Situation)	Qualification Proposal
3	Form FIN-3.2 (a) (Board	Qualification Proposal
3	Form EXP-4.1 (General Infrastructure	Qualification Proposal
3	Form EXP-4.2 (Similar Infrastructure Experience)	Qualification Proposal
3	Power of Attorney to an individual for signing the Proposal	Qualification Proposal
3	Power of Attorney in favour of Lead Member	Qualification Proposal
4A	Format for Power of Attorney for Signing of Proposal	Qualification Proposal
4B	Format for Power of Attorney for Lead Member of Consortium	Qualification Proposal
4C	Format for MoU	Technical Proposal
4D	Format for Board Resolution	Technical Proposal
4E	Format for Affidavit for Non Criminality	Technical Proposal
4F	Format for Anti-Collusion Certificate	Technical Proposal
5A	Format for Bid Security	Bid Security (Technical Proposal)
5B	Format for Project Undertaking	Technical Proposal
6A	Guidelines for evaluation of Bidder technical and financial capability for undertaking the Project Credentials to be submitted in	For Information regarding evaluation procedure
6B	Formats for submission for Technical Proposal (6.B.1 to 6.B.4)	Technical Proposal
7A	Financial Proposal Format (Blank with XXXX in place of Figures)	Financial Proposal
7B	Key Assumptions	Financial Proposal
8	Format for Comments on Draft Concession Agreement	Separate. Latest By Date Of Submission Of Queries

ANNEX 1
FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION

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

Date:

To:

Commissioner
SAS Nagar (Mohali) Municipal Corporation
SAS Nagar (Mohali) , Punjab

Dear Sir,

Re: Setting up of Municipal Solid Waste Processing Facilities and Scientific Landfill Facility for GMADA Cluster in the State of Punjab

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

I am enclosing the Proposal, with the details as per the requirements of the RFQ cum 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 at least up to forty five (45) days beyond the proposal validity period i.e. till [●].

Dated thisDay of
.....2017

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

.....

Name of the Authorised Person

.....

Designation of the Authorised Person

ANNEX-2

Qualification Criteria and Requirements

This Section contains all the methods, criteria, and requirements that IIDC shall use to evaluate applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Proposal Submission Forms.

Contents

1. Historical Contract Non-Performance.....	40
2. Financial Situation.....	42
3. Experience	43

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Combined	Parties	Each Partner	
1. Historical Contract Non-Performance							
1.1	History of Non-Performing Contracts ^{*1}	Non-performance of any contract did not occur within the last 5 (Five) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation.	Must meet requirement by itself or as partner to past or existing JV	N/A	Must meet requirement by itself or as partner to past or existing JV	N/A	Form CON 1 of Annex 3
11.(a)	Self Certification regarding Corporate Debt Restructuring (CDR)	"The bidder and / JV partners who have applied for corporate debt restructuring (CDR) in the last two financial year 2014-15 and 2015-16 shall not be eligible.	Must meet the requirement				For this, a certificate from a Chartered Accountant (CA) appointed by the bidder must be produced along with a self affidavit to the same effect on a prescribed stamp paper of affidavit.
1.2	Pending Litigation	All pending litigation shall in total not represent more than 10%, (Ten percent) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as a partner to past or existing JV	N/A	Must meet requirement by itself or as a partner to past or existing JV	N/A	Form CON-1 of Annex 3
1.3	Performance of Existing Contracts in the State of	To provide a Performance Certificate from the Concessioneing Authority /	Must meet requirement by itself or as	N/A	N/A	Must meet requirement by itself or as	FORM CON-2 Performance

Eligibility and Qualification Criteria			Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements	
				All Combined	Parties	Each Partner		Lead Partner
	Punjab *	Client for the satisfactory provision of MSW services for all contracts in the state of Punjab.	partner to past or existing JV				partner to past or existing JV	<p>Certificate</p> <p>A performance certificate from Concessioneing Authority / Client confirming satisfaction provision of services under all existing contracts in the state of Punjab in MSW project(s).</p> <p>Or</p> <p>An undertaking by Authorized Signatory stating that the Applicant does not have any ongoing project in MSW project in the State of Punjab.</p>
<p>*1 A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.</p>								

Eligibility and Qualification Criteria			Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements	
				All Combined	Parties	Each Partner		Lead Partner
2. Financial Situation								
2.1	Financial Performance	Submission of audited balance sheets or if not required by the law of the Bidder's country, other financial statements acceptable to IIDC, for the last 3 (Three) years	Must meet requirement	N/A		Must meet requirement	N/A	Form FIN – 3.1 of Annex 3 with attachments
2.2	Average Annual financial parameters	(a) Minimum average annual Net worth of INR 800 Million (INR Eight Hundred Million Only) or equivalent over the last 3 (Three) years,	Must meet requirement	Must meet requirement		N/A	Must meet 50%, [<i>Fifty percentage</i>] of the requirement	Form FIN – 3.1 of Annex 3
		(b) Minimum average annual PBDIT (Profit Before Depreciation Interest & Tax) of INR 400 Million (INR Four Hundred Million Only) or equivalent over the last 3 (Three) years,	Must meet requirement	Must meet requirement		N/A	N/A	Form FIN – 3.1 of Annex 3

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Combined	Parties	Each Partner	
3. Experience							
3.1	General Infrastructure Experience	Experience under Infrastructure projects in the role of Developer/ Promoter/ Contractor for in the last 5 (Five) years prior to the application submission deadline.	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP – 4.1 ^{*5}
3.2	Eligibility Conditions *2,3,4,5,6	<p><u>Categorey-1 project experience :</u></p> <p>National or International project experience of participation as Developer within last 5 (Five) years, in at least:</p> <p>One (1) project, having a minimum capacity of 300 TPD of MSW</p> <p style="text-align: center;">OR</p> <p>Two (2) projects, each having, a minimum capacity of 175 TPD MSW</p> <p style="text-align: center;">OR</p> <p><u>“Categorey-2 Projects” experience:</u> Participation as Contractor / O&M Operator, similar nature work (non-PPP</p>	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP 4.2 ^{*5} of Annex 3

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Combined	Parties	Each Partner	
		<p>project) within last 5 (Five) years, in at least:</p> <p>One (1) project having a minimum capacity of 300 TPD of MSW</p> <p>OR</p> <p>Two (2) projects, each having, a minimum capacity of 175 TPD MSW</p> <p>AND</p> <p>Participation as Developer for Category 3 Projects within last 5 (Five) years, in at least:</p> <p>One (1) Project with a value of at least INR 1600 Million (INR Sixteen Hundred Million) or equivalent.</p> <p>OR</p> <ul style="list-style-type: none"> 2 (Two) Projects each with a value of at least INR 1200 Million (INR Twelve Hundred Million) or equivalent. 					

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Combined	Parties	Each Partner	
*2.		The following categories of experience would qualify as eligible experience (the "Eligible Experience"): Category 1 : Project experience as a "Developer" on Eligible Projects in Municipal Solid Waste (MSW) Sector Category 2 : Project experience as a "Contractor or O&M Operator / other similar nature non-PPP role" in Municipal Solid Waste (MSW) Sector Category 3 : Project experience as a "Developer" on Eligible Projects in " Core Infrastructure Sector "					
*3.		It is clarified that project experience of "Category -1 Project" <u>OR</u> "Categori-2 Project <u>AND</u> Categori-3 project" [i.e. either ("Category-I Projects") or ("Categori-2 plus Categori-3 Projects")] would be required to qualify in order to meet the eligibility conditions. Further, if a bidder meets the Categori-1 Projects eligibility requirements, bidder shall not be required to meet Categori-2 and Categori-3 eligibility requirements. If a bidder meets the Categori-2 Projects eligibility requirements, bidder shall essentially be required to meet Categori-3 eligibility requirements.					
*4.		For the purpose of this RFQ cum RFP: (i) MSW Sector would be deemed to include municipal solid waste collection, transportation, processing and / or scientific disposal projects and integrated or partly integrated or combination of primary collection of MSW, secondary collection of MSW, transportation, processing and / or scientific disposal projects. (ii) Core Infrastructure Sector would be deemed to include power, telecom, ports, roads, airports, railways, industrial parks, petroleum and natural gas, water supply and or sewerage, biomedical waste, e-waste and hazardous waste. Eligible Experience in Category-1 and Categori-3 shall qualify as an Eligible Project meeting the following conditions : (a) It should have been undertaken on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be; (b) the entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% equity during the period for which Eligible Experience is being claimed;					
*5.		Bidders are required to submit the project completion certificate from the client along with contact details so that if required, DoLG/MCP may contact the same for verification purposes. Only those projects would be considered for evaluation purposes, whose project completion certificate containing the desired details i.e. from the client/appropriate authority has been provided by the bidders. Further for the purpose of considering the Eligible Experience as a qualified experience, for a BOT/ BOOT/ DBOOT or other similar such type projects, the project would be considered as "completed project" if the entire project within the scope of the party has achieved commercial operations date (COD). This would need to be supported through relevant certificate from the client/appropriate authority. For the purpose of considering the eligible experience as a qualified experience for Category-2 projects (Participation as Contractor / O&M Operator, / non-PPP project or other similar such type projects), the project would be considered as eligible if the project is successfully operational on or before bid due date. This would need to be supported through relevant certificate from the client/appropriate authority.					
*6.		Experience for any activity relating to an Eligible Project shall not be claimed by two or more members of the Consortium. In other words, no double counting by a					

Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Combined	Parties	Each Partner	
Consortium in respect of the same experience shall be permitted in any manner whatsoever.							

Annex 3

Qualification Proposal Submission Forms

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Qualification Proposal Submission Form ELI-1

Date: *[insert day, month, year]*
ICB No. and title: *[insert ICB number/s and title/s]*

To:

Municipal Commissioner
SAS Nagar (Mohali) Municipal Corporation
SAS Nagar (Mohali) , Punjab

We, the undersigned, SUBMIT to be Prequalified for the referenced ICB and declare that:

- (a) we have examined and have no reservations to the RFQ cum RFP Documents, including Addendum(s) No(s).____, issued in accordance with Instructions to Bidders (ITB) Clause 1.12 *[insert the number and issuing date of each addendum]*.
- (b) we, including any JV Partner of the Project resulting from this Prequalification, have not been declared ineligible by DoLG/MCM, or under the Indian laws, official regulations, or under default (execution) of a Bid Securing Declaration in India, in accordance with ITB Sub-Clauses 1.2;
- (d) We understand that you may cancel the Prequalification process at any time and that you are neither bound to accept any application that you may receive nor to invite the Prequalified Bidders to bid for the Project subject of this Prequalification, without incurring any liability to the Bidder , in accordance with ITB Clause 1.36
- (e) The requisite payment of *[INR 110,000/-, as applicable]* as per recital is *[enclosed herewith or has been paid]* as per following details:

[Insert details]

Signed *[insert signature(s) of an authorized representative(s) of the Bidder]*

Name *[insert full name of person signing the Qualification Proposal]*

In the Capacity of *[insert capacity of person signing Qualification Proposal]*

Duly authorized to sign the Qualification Proposal for

and on behalf of: Bidder's Name *[insert full name of*

Bidder] Address [insert street number/town or

city/country address]

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

Form ELI -1.1
Bidder Information Form

Date: *[insert day, month, year]*

ICB No. and title: *[insert ICB number/s and title/s]*

Page *[insert page number]* of *[insert total number]* pages

Bidder's legal name

[insert full legal name]

In case of Joint Venture (JV), legal name of each partner:

[insert full legal name of each partner in JV]

Bidder's Actual or Intended country of constitution:

[indicate country of Constitution]

Bidder's actual or Intended year of constitution:

[indicate year of Constitution]

Bidder's legal address in country of constitution:

[insert street/ number/ town or city/ country]

Bidder's authorized representative information

Name: *[insert full legal name]*

Address: *[insert street/ number/ town or city/ country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

Attached are copies of original documents of

- Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above
- In case of JV, letter of intent to form JV or JV agreement, in accordance with Clause 1,2,1.
- Authorization by the Bidder to its Authorized signatory (Authorized representative) in form of Power of Attorney of Board Resolution.

Form ELI -1.2

Bidder's Party Information Form

[The following form shall be filled in for the Bidder's parties including partner(s) of a joint venture]

Date: *[insert day, month, year]*

ICB No. and title: *[insert ICB number/s and title/s]*

Page *~insert page number* of *[insert total number]* pages

JV Bidder legal name: <i>[insert full legal name]</i>
Bidder's Party legal name: <i>[insert full legal name of Bidder's Party]</i>
Bidder's Party country of registration: <i>[indicate country of registration]</i>
Bidder Party's year of constitution: <i>[indicate year of constitution]</i>
Bidder Party's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder Party's authorized representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and Registration Documents of the legal entity named above,

Form CON – 1
Historical Contract Non-Performance

[The following table shall be filled in for the Bidder and for each partner of a Joint Venture]

Bidder's Legal Name: *[insert full name]*
 Date: *[insert day, month, year]*
 Joint Venture Party Legal Name: *[insert full name]*
 ICB No. and title: *[insert ICB number/s and title/s]*
 Page *[insert page number]* of *[insert total number]* pages

Non-Performing Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur during the 5 (Five) years specified in Annex 2, Qualification Criteria and Requirements, Sub-Factor 1.1.			
<input type="checkbox"/> Contract(s) not performed during the 5 (Five) years specified in Annex 2, Qualification Criteria and Requirements, requirement 1.1			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, INR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer/Developer: <i>[insert full name]</i> Address of Employer/Developer: <i>[insert street/city/country]</i> Reason(s) for non performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Annex 2, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Annex 2, Qualification Criteria and Requirements, Sub-Factor 1.2.			
<input type="checkbox"/> Pending litigation in accordance with Annex 2, Qualification Criteria and Requirements, Sub-Factor 1.2 as indicated below.			

Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, INR equivalent)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer/Developer: <i>[insert full name]</i> Address of Employer/Developer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i>	<i>[insert amount]</i>

Form CON – 2

PERFORMANCE CERTIFICATE

(To be issued by the Municipal Corporation...../Client)

To Whom It May Concern

This certificate serves to certify that M/s_____ is the Concessionaire / Project Developer for the Municipal Solid Waste Management Project for..... City / Cluster in the State of Punjab on PPP/..... basis (“Project”).

This is hereby certified that M/s.....is working with dedication and commitment and its performance is satisfactory as per the Contract executed between..... and Municipal Corporation/ Client/.....onday of

Date :

Ref. No.....

Signature

Concessioning Authority (Authorized Signatory)

Municipal Corporation/ Client

Form FIN – 3.1
Financial Situation

[The following table shall be filled in for the Bidder and for each partner of a Joint Venture should be be audited by certified accountant/Auditors]

Bidder's Legal Name: [insert full name]

Date: [insert day, month, year]

Bidder's Party Legal Name:[insert full name]

ICB No. and title: [insert ICB number/s and title/s]

Page [insert page number] of [insert total number] pages

1. Financial data

Financial information in (INR equivalent in 000,000s)	Historic information for previous 3 (Three) Years (INR equivalent in 000,000s)		
	Year 1	Year 2	Year 3
Mention the Tenure (20... – ... or 20...)	(Tenure)	(Tenure)	(Tenure)
Information from Balance Sheet			
Total Assets (TA) #			
Total Liabilities (TL)			
Net Worth (NW)*			
Current Assets (CA)			
Current Liabilities (CL)			
Information from Income Statement			
Total Revenue (TR)			
Profits Before Taxes (PBT)			
Profits Before Depreciation Interest and Taxes (PBDIT)^			

*** Networth** = Equity share capital
 Add: Reserves and Surplus
 Subtract: Revaluation reserves
 Subtract: Intangible assets
 Subtract: Miscellaneous expenditures to the extent not written off and carried forward losses

Please attach a separate sheet for showing the calculations for Networth as per the above-mentioned formula.

Total Assets (TA) to be calculated as sum of Total Liabilities (TL) and Networth
(Networth to be calculated as per the above-mentioned formula)

^ Please attach a separate sheet for showing the details of PBDIT calculations.

2. **Financial documents**

The Bidder and its parties shall provide copies of the balance sheets and/or financial statements for 3 (Three) years pursuant Annex 2, Qualifications Criteria and Requirements, Sub-factor 2.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or partner to a JV,
 - (b) financial situation of the parent companies may be used subject to undertaking & Board Resolution from the Parent Company as per format specified in Form FIN- 3.2
 - (c) be audited by a certified accountant/Auditors.
 - (d) be complete, including all notes to the financial statements.
 - (e) corresponds to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the 3 (Three) years required above; and complying with the requirements

Form FIN – 3.2 (a)

Format for the Board Resolution of Affiliate/s and Parent or Ultimate Parent

“RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded for issuing an Undertaking to the [Insert the name of the Bidder or the Consortium Member], in the format specified in the RFQ cum RFP issued by Department of Local Government, Government of Punjab, draft of which is attached hereto [Form FIN 3.2 (b)] whereby the Company undertakes to invest entire equity share capital requirements of the [Insert the name of the Bidder or the Consortium Member] in the Integrated MSW Management Project for ‘GMADA MSW Cluster, Punjab_____’, as per the terms of the RFQ cum RFP , representing the entire amount proposed to be invested by [insert the name of the Bidder or Consortium Member] for the said Project, in case of failure of [insert the name of the Bidder or Consortium Member] to make such investment and provide all necessary technical, managerial, financial support required for successful implementation and management of the Project ”.

Form FIN – 3.2 (b)

Format for undertaking from Parent Company/Affiliate

[on the letter head of Parent / Affiliate whose financial and/ or technical capability has been taken]

To,

Municipal Commissioner
SAS Nagar (Mohali) Municipal Corporation
SAS Nagar (Mohali) , Punjab

Dear Sir,

Sub: Setting up of a Municipal Solid Waste Processing Facilities and Scientific Landfill Facility for GMADA Cluster in the State of Punjab

We refer to the Request for Qualification cum Request for Proposal (“RFQ cum RFP”) document for the captioned project.

We certify that [Insert Name of the Parent Company] is the Parent/ Affiliate of the [Bidding Company/Bidder / Member in the Bidding Consortium] as per the provisions of the RFQ cum RFP and that our Financials are as given below. The said parameters have been calculated in accordance with information sought in Form FIN 3.1 of Annex 3 of this RFQ cum RFP. The filled in Form Fin 3.1 for the Parent Company is attached herewith.

Exhibit (i): Financial Parameters of the Parent Company

Parameter	Rs. Million	Financial Years		
		Year-1	Year-2	Year-3
PBDIT				
Profit Before Tax (PBT)				
Networth*				

Exhibit (ii): Technical parameters (as applicable)

We certify that [Insert Name of the Parent Company/ Affiliate] is the Parent/ Affiliate of the [Bidding Company/Bidder / Member in a Bidding Consortium] as per RFQ cum RFP and that we have experience of developing projects in the last 5 years whose aggregate capital cost is Rs. _____ [Insert amount] Million. This Technical Requirement has been calculated as per the instructions provided in the RFQ cum RFP on the basis of following projects:

Sl No	Project Name	% of Equity held from the time of Financial Closure till the commissioning/completion of the Project by the company**	Nature of Project	Project Capital Cost (Rs. Million)	Date of Completion / commissioning
1.	2.	3.	4.	5.	6.
1	Project 1				
2	---				

** As clarified in the RFQ cum RFP document, the Parent /Affiliate Company should have held at-least 26% equity stake in the project for it to be considered as Eligible Project.

In view of the above, we hereby undertake to you and confirm that in the event of failure of [Insert the name of the Bidder/Bidder or the Consortium Member] to invest in full or in part, in the equity share capital of the Special Purpose Vehicle (SPV) as specified in the RFQ cum RFP, we shall invest the said amount not invested by [Insert the name of the Bidder/Bidder or the Consortium Member] in the proposed Special Purpose Vehicle for the Project and also provide all necessary technical, managerial, financial support required for successful implementation and management of the Project.

We have attached hereto certified true copy of the Board Resolution whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

Signature of
Chief Executive Officer/Managing Director
(Please also affix common seal Parent/ Affiliate)

Signature and Stamp of
Statutory Auditor

Date;

Note:

1. The above response sheet should be signed and certified as true by the Chief Executive Officer/Managing Director being full time Director and Statutory Auditor of the Parent/ Affiliate.

2. Along with the above format, also provide in a separate sheet, details of computation of financial parameters duly certified by Statutory Auditor.

* **Networth** = Equity share capital
Add: Reserves and Surplus
Subtract: Revaluation reserves
Subtract: Intangible assets
Subtract: Miscellaneous expenditures to the extent not written off and carried forward losses

Form EXP - 4.1
General Infrastructure Experience

[The following table shall be filled in for the Bidder and for each partner of a Joint Venture]

Bidder's/Joint Venture Partner's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Bidder JV Party Legal Name: *[insert full name]*

ICB No. and title: *[insert ICB number/s]*

Page *[insert page number]* of *[insert total number]* pages

[Identify contracts that demonstrate continuous infrastructure projects experience over the past 5 (Five) years pursuant to Annex 2, Qualification Criteria and Requirements, Sub-Factor 3.1. List contracts chronologically, according to their commencement (starting) dates.]

Starting Month / Year	Ending Month / Year	Contract Identification	Role of Bidder	Certificate from the client provided
<i>[indicate month/ year]</i>	<i>[indicate month/ year]</i>	Project name: <i>[insert full name]</i> Brief Description of the Project performed by the Bidder: <i>[describe works performed briefly]</i> Total Investment in the Project: <i>[insert amount in INR equivalent]</i> Equity Contribution of the Bidder (if as JV Partner): <i>[insert in percentage]</i> Name of Employer/Developer: <i>[indicate full name]</i> Address: <i>[indicate street/ number/ town or city/country]</i>	<i>(insert "Sole Developer" or "JV Partner")</i>	<i>Yes/No</i>
<i>[indicate month/ year]</i>	<i>[indicate month/ year]</i>	Project name: <i>[insert full name]</i> Brief Description of the Project performed by the Bidder: <i>[describe works performed briefly]</i> Total Investment in the Project: <i>[insert amount in INR equivalent]</i> Equity Contribution of the Bidder (if as JV Partner): <i>[insert in percentage]</i> Name of Employer/Developer: <i>[indicate full name]</i> Address: <i>[indicate street/ number/ town or city/country]</i>	<i>(insert "Sole Developer" or "JV Partner")</i>	<i>Yes/No</i>

Form EXP – 4.2
Similar Infrastructure Experience

[The following table shall be filled in for contracts performed by the Bidder, and each partner of a Joint Venture]

Bidder's/Joint Venture Partner's Legal Name: *[insert full name]*
Date: *[insert day, month, year]*
JV Party Name: *[insert full name]*
ICB No. and title: *[insert ICB number/s and title/s]*
Page *[insert page number]* of *[insert total number]* pages

Similar Project No. <i>[insert number] of [insert number of similar contracts required]</i>	Information		
Project Identification	<i>[insert Project name and number, if applicable]</i>		
Category of the Project	<i>1 or 2</i>		
Award date	<i>[insert day, month, year, e.g. 15 June, 2005]</i>		
Date of Commissioning	<i>[insert day, month, year, e.g. 15 June, 2005]</i>		
Completion date	<i>[insert day, month, year, e.g. 15 June, 2005]</i>		
Project Scope	<i>[insert Project details and scope of works]</i>		
Role in Contract <i>[check the appropriate box]</i>	Sole Developer <input type="checkbox"/>	JV Partner <input type="checkbox"/>	
Total Project Amount	<i>[insert total Project amount in local currency]</i>		INR <i>[insert total Project amount in INR equivalent]</i>
If partner in a JV, or subcontractor, specify participation in total Project amount	<i>insert a percentage amount]</i>	<i>insert total Project amount in local currency]</i>	<i>[insert total Project amount in INR equivalent]</i>
Employer/Developer's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert e-mail address, if available]</i>		
Project Completion certificate from client/Employer/Developer	<i>[insert whether attached or not]</i>		

Annex -4

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ANNEX 4A

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office of the Sole Bidder / Lead Member/ Member) do hereby constitute, appoint and authorize Mr. / Ms. -----
----- R/o (name and address of residence) who is presently employed with us and holding the position of ----- as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the submission of bid in response to the Request For Qualification cum Request for Proposal dated [] issued by Department of Local Government, Government of Punjab, Chandigarh (“**RFQ cum RFP**”) for the Integrated Municipal Solid Waste Management Project/Project (as defined under the RFQ cum RFP) for the GMADA MSW Cluster , including signing and submission of all documents and providing information / responses to Department of Local Government, Punjab (DoLG)/Municipal Corporation of SAS Nagar (Mohali) (MCM) representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address of the Bidder)

I Accept

.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Sole Bidder or all members including the Lead Member in case of a Consortium.
- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executants (s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants (s).

ANNEX 4B

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF

CONSORTIUM

POWER OF ATTORNEY

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

Whereas the Department of Local Government, Government of Punjab, Chandigarh (“DoLG/MCM”) has issued a Request for Qualification cum Request for Proposal dated [●] (“RFQ cum RFP”) for the Integrated Municipal Solid Waste Management Project/Project (as defined under the RFQ cum RFP) for the GMADA MSW Cluster.

Whereas, M/s-----, M/s, and M/s -----(the respective names of the members along with address of their registered offices) have formed a “**Consortium**” and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the RFQ cum RFP, Concession Agreement, Waste Offtake Agreement(s), Land Lease Agreement(s) and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFQ cum RFP 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 or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s-----, M/s -----and M/s -----

(the respective names of the members along with address of their registered offices) do hereby designate M/s (name along with address of the registered office) being one of the members of the Consortium and having the specific qualification requirements in line with the RFQ cum RFP , as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deed or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with DoLG/MCM, any other Government Agency or any person, in connection with Project until culmination of the process of bidding and thereafter till the execution of agreements including the Concession Agreement and Waste Offtake Agreement by the SPC formed for the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member and our aforesaid attorney pursuant to this Power of Attorney.

Dated this ----- day of -----2017

Executant (s)]

(To be executed by all the members in the Consortium and accepted by the Lead Member)

Note:-

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

ANNEX 4C

FORMAT FOR MEMORANDUM OF UNDERSTANDING (MoU) (On Non – Judicial stamp paper of Rs 100 duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this day of _____ 2016 at _____ **Among** _____ (hereinafter referred as “ _____ ”) and having office at India **Party of the First Part And** _____ (hereinafter referred as “ _____ ”) and having office at India **Party of the Second Part And** _____ (hereinafter referred as “ _____ ”) and having office at India **Party of the Third Part**

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

WHEREAS Department of Local Government, Government of Punjab, Chandigarh has issued a for Qualification cum Request for Proposal dated _____ [“RFQ cum **RFP**”] for undertaking the Integrated Municipal Solid Waste Management Project (as defined under the RFQ cum RFP) for the GMADA MSW Cluster Project for a specified Concession period (the “Concession Period”)

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

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

1. The Project shall be undertaken by a Special Purpose Company (SPC) which will be incorporated by the Parties in line with the shareholding commitments expressly stated under the RFQ cum RFP and the Concession Agreement. The said SPC shall not undertake any other business during the Concession Period.
2. (a) The aggregate equity shareholding of the Lead Partner of the Consortium who is M/s _____, in the issued and paid up capital of the SPC shall be minimum 51% (fifty one percent) of SPC’s issued and paid up equity capital during the Construction Period and fifteen (fifteen) years following Commercial Operation Date of Collection, Transportation, Processing & Disposal (COD – CTP&D) and shall be minimum 26% (twenty six percent) of SPC’s issued and paid up equity capital during the remaining Term.

(b) Consortium Member, viz. M/s..... whose infrastructure project Experience (as per serial no. 3, “ Eligibility Conditions”) has been proposed for the purpose of RFQ-cum-RFP, shall subscribe to minimum 26% (twenty six percent) of the paid up and subscribed equity of SPC and shall further hold equity share capital not less than 26% (twenty six percent) of the paid up and subscribed equity of SPC, for a minimum period of 15 (fifteen) years from the Commercial Operation Date of Processing and Disposal (COD – CTP&D).
3. The minimum aggregate equity shareholding of the Consortium Member (s) other

than the Lead Member who is/are M/s.....and M/s....., in the issued and paid up equity capital of the SPC shall be minimum.....% and.....% respectively, during the Construction Period and at least for a period of 15 (fifteen) years following the Commercial Operation Date of Processing and Disposal (COD – CTP&D)

4. That any dilution in the equity holding by the Parties in the SPC shall be as per the provisions of the Concession Agreement.
5. That the shareholding commitments shall be recorded in the Concession agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Concession agreement and the RFQ cum RFP.
6. That the Parties shall carry out all responsibilities as Concessionaire in terms of the Concession agreement.
7. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

Party A
 Party B
 Party C

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

Name of the Party	% of equity capital
Party A (Name of the Lead Member)	minimum <u>51%</u> (fifty one percent) of its issued and paid up equity capital during the Construction Period and 15 (fifteen) years following Commercial Operation Date of Processing , and Disposal (COD – CTP&D) and 26% (twenty six percent) during the balance remaining Operation Period.
Party B	(..... Consortium Member whose infrastructure project Experience (as per serial no. 3, “ Eligibility Conditions”) has been proposed for the purpose of RFQ-cum-RFP, shall subscribe to minimum 26% (twenty six percent) of the paid up and subscribed equity of SPC)
Party C	(..... as applicable as per above.....)

9. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession Agreement and Waste Offtake

Agreement(s).

10. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.
11. That this MoU shall be governed in accordance with the laws of India and courts in Punjab shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

.....
(Party of the first part)

.....
(Party of the second part)

.....
(Party of the third part)

Witness:

1.

2.

ANNEX 4 D

FORMAT FOR BOARD RESOLUTION FOR COMPANIES

Format for Lead Member

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with _____ and _____ (name and address of the consortium

members) for joint submission of bids to Department of Local Government of Punjab (DoLG)/Municipal Corporation SAS Nagar (Mohali) (MCM), has issued a Request for Qualification cum Request for Proposal dated [●] [“(RFQ cum RFP”)] for inviting Proposals for undertaking the Integrated Municipal Solid Waste Management Project (as defined under the RFQ cum RFP) for the GMADA MSW Cluster Project.

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

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

Format for Member

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with [●], and [●] (name and address of the consortium members) for joint submission of bids to DoLG/MCM in response to the RFQ cum RFP for the Project.

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

“RESOLVED FURTHER THAT Mr. -----(name), (designation) be and is hereby authorized to enter into an MoU with the consortium members and execute a power of attorney in favour of ----- to act as the Lead Member”

ANNEX 4 E

FORMAT FOR AFFIDAVIT FOR NON-CRIMINALITY

**(In case of Consortium to be given separately by each member)
(On Non – judicial stamp paper of Rs 100 duly attested by notary public)**

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s nor any of its directors/constituent partners have abandoned any work on Municipal Waste Management in India nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s. _____ nor any of its directors/constituent partners have been debarred by Government of Punjab for any work or barred by any State/Central Government & their Agencies from bidding/ participating in MSW (BOOT or otherwise).
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by Department of Local Government, Government of Punjab, Chandigarh (“DoLG”)/Municipal Corporation SAS Nagar (Mohali) (“MCM”) to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the DoLG/MCM.

Signed by an authorized Officer of the Co./firm

Title of Officer

Name of Co./Firm

Date

ANNEX 4 F

FORMAT FOR ANTI-COLLUSION CERTIFICATE

(On the letter head of the Lead Member / Sole Applicant)

ANTI-COLLUSION CERTIFICATE

We hereby certify and confirm that in the preparation and submission of this Proposal in response to the Request for Qualification cum Request for Proposal Dated [] (“RFQ cum RFP”) issued by Department of Local Government, Government of Punjab, Chandigarh and Municipal Corporation Mohali (MCM), we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

Date thisDay of 2017

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

To be executed by lead member, in case of a Consortium

ANNEX 5 A

FORMAT FOR BID SECURITY

(To be issued by a Bank, as defined in Clause 1.14.2 of this RFQ cum RFP)

The Department of Local Government, Government of Punjab, Chandigarh (hereinafter called “**DoLG**”/ Municipal Corporation SAS Nagar (Mohali) (“**MCM**”) which expression shall include any entity which DoLG/MCM may designate for the purpose) has invited bids for the Project and (hereinafter referred to the “**Bidder**” which expression shall include their respective successors and assigns) is intending to furnish his bid in accordance with the terms of the Request for Qualification cum Request for Proposals dated [●] (“**RFQ cum RFP**”) for the development, construction, operation and maintenance of an Integrated Municipal Solid Waste Management Project for GMADA Cluster in Punjab envisaging (hereinafter called the “**RFQ cum RFP**”). In terms of the RFQ cum RFP, Bidders are required to submit a bid security, and we[name of the Bank and address of the issuing branch], hereinafter called the “**Bank**” which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to DoLG/MCM without protest or demand and without any proof or condition the sum of Rs. Lakhs (in words), (Refer to Data Sheet in Annexure 8 of Concession Agreement).

1. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within five (5) days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from DoLG/ MCM stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the RFQ cum RFP. Any such demand made on the Bank by DoLG/MCM shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank’s liability under ‘this Guarantee shall be restricted to an amount not exceeding Rs Lakhs (in words), (Refer to Clause 1.14 and Data Sheet refer to Annexure 8 in Concession Agreement).
2. We, the Bank unconditionally undertake to pay to DoLG/MCM any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidder or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to the Bank not to pay or for any cause to withhold or defer payment to DoLG/MCM under this Guarantee. The Bank’s liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank’s liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.
3. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and until 1700 hours on the date which falls ____ (minimum 45) days beyond the Proposal Validity period i.e.(hereinafter called “the **End Date**”). Unless a demand or claim under this Guarantee is made on the Bank by DoLG/MCM in writing on or before the said End Date the Bank shall be

discharged from all liability under this Guarantee thereafter.

4. We, the Bank further agree with DoLG/MCM that DoLG/MCM shall have the fullest liberty without the Bank's consent and without affecting in any manner the Bank's obligation hereunder to vary any of the terms and conditions of the RFQ cum RFP or to extend or postpone the time of performance by the Bidder or any other party from time to time or postpone for any time or from time to time any of the powers exercisable by DoLG/MCM against the Bidder or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating to the RFQ cum RFP and the Bank shall not be relieved from its liability by reason or any forbearance act or omission on the part of DoLG/MCM, or any indulgence given by DoLG/MCM to the Bidder or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.
5. To give full effect to the obligations herein contained, DoLG/MCM shall be entitled to act against the Bank as primary obligor in respect of all claims subject of this Guarantee and it shall not be necessary for DoLG/MCM to proceed against the Bidder or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the bank as principal obligor.
6. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of any individual member of the Bidder or any other party or any change in the legal constitution or insolvency of the Bidder or any other party or any change in the legal constitution of the Bank or DoLG/MCM.
7. We, the bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of DoLG/MCM in writing.

Notwithstanding anything contained herein.

- a) Our liability under the Bank Guarantee shall not exceed Lakhs (in word), (Refer to Clause 1.14 and Data Sheet refer to Annexure 8 in Concession Agreement).
- b) The Bank Guarantee shall be valid upto [date], 20____.
- c) Unless acclaimed or a demand in writing is made upon us on or before all our liability under this guarantee shall cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.

Signed and Delivered

On behalf of(Bank name) (Signature)
(Date)

by the hand of Mr
(name of authorized signatory)

Designation

Note: Authenticated copy of Letter of Authority authorizing the signatory of this guarantee to execute the same to be enclosed herewith)

ANNEX 5 B

FORMAT FOR PROJECT UNDERTAKING

(On the Letterhead of the Sole Bidder/ Lead Member)

PROJECT UNDERTAKING

Date:

To:
Commissioner
Municipal Corporation of SAS Nagar (Mohali)
Punjab

Re: Setting up of a Municipal Solid Waste Processing Facilities and Scientific Landfill Facility for GMADA Cluster in the State of Punjab

We have read and understood the Request for Qualification cum Request for Proposal dated [] (“RFQ cum RFP”) in respect of the captioned Project provided to us by DoLG/MCM.

We hereby agree and undertake as under:

- 1 We have no comments / deviations on the draft Concession Agreement, draft MSW Supply Agreement(s) and draft Land Lease Agreement(s) and we agree to undertake the Project in accordance with all these agreements including Performance Parameters placed at Annexure to the Concession Agreement, provided as a part of the RFQ cum RFP.
- 2 Any direct or indirect deviations from the terms of the RFQ cum RFP, if any in our Proposal, are hereby revoked unconditionally.
- 3 Irrespective of the technology used by us, it would be our responsibility to process the MSW of GMADA Cluster and adhere to the conditions specified in the RFQ cum RFP.
- 4 If the Project is awarded to us, we shall incorporate a Special Purpose Company (SPC) within **30 days** of issue of Letter of Intent in this regard by DoLG/MCM, which shall act as the Concessionaire for implementing the Project.
- 5 We shall at all times adhere to the equity commitments in the SPC as specified in RFQ cum RFP and also captured in MoU.
- 6 If the Project is awarded to us, complete technical details of the Project will be submitted to Municipal Corporation of SAS Nagar (Mohali) (MCM) and DoLG or its nominated representative for evaluation, before actual implementation of the Project.
- 7 The Technical Proposal has been submitted strictly as per Contents of Proposal set forth in Clause 2.1 of RFQ cum RFP.

- 8 We hereby duly acknowledge that SBM grant, if any, shall be utilized in accordance with terms of Concession Agreement to be executed.
- 9 The Financial Proposal has been submitted strictly as per formats provided in Annexure 7A and Annexure 7B of the RFQ cum RFP.
- 10 The PR provided as a part of RFQ cum RFP is only for indicative purpose and it is our responsibility to validate / modify the same and to implement the Project as per actual requirements for the Project.
- 11 If the Project is awarded to us, processing and disposal of MSW would be carried out by us and any Cluster ULB shall not be obliged to provide segregated MSW to the Project.
- 12 Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the Concession Agreement, Waste Supply Agreement(s) and Land Lease Agreement(s), a draft of which also forms a part of the RFQ cum RFP provided to us.
- 13 If the Tender is awarded to us, we shall pay to IIDC Limited (Formerly, IL&FS Infrastructure Development Corporation Limited) (IIDC) or any person nominated by IIDC Limited, a non-adjustable, non-refundable fees (“**Project Development Fees**”) equal to 4.5% (inclusive of all applicable taxes and duties) of the Estimated Total Project Cost in accordance with the provision of RFQ cum RFP.

Dated this.....Day of2017_____.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note: To be signed by the Lead Member, in case of a Consortium, authorised to submit the bid

ANNEX 6 A

GUIDELINES FOR EVALUATING TECHNICAL PROPOSAL:

Evaluation of Technical Proposal

The Bidder (sole or consortium) shall submit their Technical Proposal in line with the Contents of Proposal placed at Clause 2.1.

Firstly, the Technical Proposal shall be tested for responsiveness. The technical note of only responsive Technical Proposal shall be evaluated. The technical note shall clearly mention the following:

- Bidder's understanding of the project concept;
- Bidders experience in implementing MSW sector Projects; as prescribed below in the format 6 A-I
- Proposed approach, methodology for implementing the proposed Project;
- Details of key manpower on payroll and made available for this Project with their short CVs in the format 6A-II prescribed below ;
- Schedule for implementation of the proposed project; (which should be in the line of Implementation Schedule given in the Annexure 14 of Concession Agreement)
- Existing tie ups for marketing of MSW based Products including Compost, RDF, Recycling unit etc.
- Plan for sustainability of project covering proposed marketing aspects or sale of products Detailed specifications of equipment to be used for this Project.

The technical note submitted by the Bidders will be evaluated against a total score of **100** by the evaluation committee. If evaluation committee desires, presentation on the above aspects shall be made by the respective Bidder to the evaluation committee. In such case, the Bidders will be informed about the date, time and venue of the presentation at least 7 (seven) days in advance.

The technical note will be evaluated against a total score of 100 by the evaluation committee / GMADA MSW Cluster Level Committee/ MC SAS Nagar (Mohali) . The distribution of marks will be as follows:

S. No.	CRITERIA	MARKS
1.	<p>Eligible Experience in MSW Sector (Max Marks : 35) (Category-1 Projects and Category-2 Projects)</p> <p>a. Collection & Transportation (C&T) projects: Primary and / Secondary Collection of MSW (Max marks : 10)</p> <p>a) Execution of Agreement 3</p> <p>b) COD Achieved(in case of Category-1)/ Project Operational Certificate (in case of Category-2) 5</p> <p>c) Minimum one year of Operations 10</p> <p>b. Processing and/or Scientific Disposal of MSW projects (Max marks : 25)</p> <p>a) Execution of Agreement and Approved Plan/Design/Detail Engineering 8</p> <p>b) Commercial Operation Date achieved (in case of Category1)/Project Operational certificate (in case of Category-2) 16</p> <p>c) Minimum six months of Operation & Maintenance Certificate 25</p>	
2.	Eligible Experience in “Core Sector” (Category-3 Projects)	15
3.	<p>Proposed Approach & Methodology for Project implementation covering planning, designing, developing, financing, constructing, operations & maintenance of Project and details of Technology/ Machinery/ Equipment/ Infrastructure, etc proposed by the Bidder covering -</p> <p>(a) Processing Facilities</p> <p>(b) Scientific Landfill Facility and amount of reject that would be going to SLF</p> <p>(c) Project Implementation Schedule/ Any other important Project aspect/Activity/feature, if any</p> <p>(d) Environment Compliance and Other Compliance</p>	25
4.	Details of Professionals/ Proposed Technical & Management Team for the Project.	15
5.	Existing tie-ups for Sale of MSW Plants Products inter alia, including compost, RDF, Bio-gas, electricity, etc. and Plan for Sustainability of Project covering marketing aspects or sale of products/ bye-products.*	10
	TOTAL	100

Notes(s)

- Distribution of marks (Existing tie-ups for marketing of MSW Plants Products) would be as per following table:

Particulars	Marks	Max. Marks
A. Sale of Compost during last 3 years firms own network of marketing arrangement	Firms agreement and sales track record: Sale Volume: i. >10000MT 10 ii 5001 to 10000MT 7 iii. 2500 to 5000 MT 4 iv. <2500 MT 2	10
B. Sale/ Utilization of RDF during last 3 years (8 Mks)	i. >5000MT 10 ii 2500 to 4999 MT 7 iii. 1000 to 2499 MT 4 iv. <1000 MT 2	10
C. Power	Yes. {(executed Purchase Agreement/s or equivalent documentary evidences acceptable to Concessioning Authority (copies of documentary evidences to be attached for claiming marks))}	10
D. Marketing /Utilization of other Products/ by-products, inter alia, bio-gas, bio-Diesel or its equivalent energy fuel. (copies of documentary evidences, acceptable to Concessioning Authority, to be attached for claiming marks)		10
	<u>Sub Total</u>	<u>10</u>

- While awarding marks for the number of Eligible Projects, the bidder that has undertaken the highest number of Eligible Projects shall be entitled to the maximum marks for the respective category, as applicable and all other competing bidders shall be entitled to a proportionate marks. **For MSW Sector projects, minimum capacity of a project which shall be considered for the purpose of evaluation would be 175 TPD.**
- Bidders would need to submit relevant supporting documents/certificate/agreements from the client/agencies /regulatory authority, etc, as applicable, along with contact details so that if required, M/s. IIDC and / DoLG/MCP may verify the facts/statements.

All responsive Technical Proposals, which achieves a score of **60 and above** against the **total marks of 100** in the technical note part would be deemed to be “Pass” on evaluation of Technical Proposal, shall be ranked from highest to the lowest on the basis of their technical score (S_T) and shall be eligible for evaluation of Financial Proposal.

Format 6 A-I

Bidder's "Eligible Experience"

[The following table shall be filled in for contracts performed by the Bidder, and each partner of a Joint Venture]

Bidders /Joint Venture Partner's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Party Name: *[insert full name]*

Project No. <i>[insert number]</i>	Information		
Project Identification	<i>[insert Project name and number, if applicable]</i>		
Award date	<i>[insert day, month, year, e.g. 15 June, 2005]</i>		
Date of Commissioning	<i>[insert day, month, year, e.g. 15 June, 2005]</i>		
Completion date	<i>[insert day, month, year, e.g. 15 June, 2005]</i>		
Project Scope	<i>[insert Project details and scope of works]</i>		
Role in Contract <i>[check the appropriate box]</i>	Sole Developer <input type="checkbox"/>	JV Partner <input type="checkbox"/>	
Total Project Amount	<i>[insert total Project amount in local currency]</i>		INR <i>[insert total Project amount in INR equivalent]</i>
If partner in a JV, or subcontractor, specify participation in total Project amount	<i>insert a percentage amount]</i>	<i>insert total Project amount in local currency]</i>	<i>[insert total Project amount in INR equivalent]</i>
Employer/ Client's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert e-mail address, if available]</i>		
Project Completion certificate from client/Employer/Developer	<i>[insert whether attached or not]</i>		

FORMAT –6 A-II : CV

Proposed Position:
 Name of Personnel:
 Date of Birth:
 Nationality:
 Educational Qualifications
Employment Record

(Starting with present position, list in reverse order every employment held)

Proposed Role and Functions:

List of Projects on which the Personnel has worked

- a) Name and Brief Details of Project in MSW Sector
- b) Name and Brief Details of projects in other sectors

Certification:

1. I, the undersigned, am willing to work on the Project and I will be available for the successful implementation of the project.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualification and my experience.

Place..... (Signature and Name of the Key Personnel)

(Signature and Name of the authorized signatory of the Bidder)

NOTES:

1. Maximum **7 no. of CVs** of Key team members to be provided.
2. Use Separate form for each Key Personnel
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Bidder along with the seal. Photocopies will not be considered for evaluation.

The marks to be assigned to each of the above of personnel's CV shall be based on below noted sub criteria and relevant percentage weights:

S. No.	Sub Criterion	Percentage Weightage
1.	Overall Qualifications a) Education Qualifications (15) b) No. of years of overall Professional Experience (15)	30 %
2.	No. of similar projects	25 %
3.	Years of experience in similar projects (in terms of size and nature) and its quality	25 %
4.	Other similar works in other infrastructure sector	20 %
	Total	100%

ANNEX 6B

Qualification Response Sheet No. 6.B.1

Sample Format for Submission of Equity Financing Plan

(To be submitted by sole Bidder/Lead Member of consortium,
duly signed and stamped on its letter head)

Name of the Bidder / Lead Member

In Rs. crores

S.No.	Source	Member 1	Member 2	Member 3
1	Reserves & Surpluses			
2	Bank Facility			
3	Real Estate Liquidation			
4	From Parent / Group Company			
5	Any other Source			
6	Total			
7	Funds commitment for the Project			

Qualification Response Sheet No. 6.B.2

**FORMAT FOR EVIDENCE OF RESERVES / CASH FOR PARTICIPATION IN
THE EQUITY CONTRIBUTION OF THE PROPOSED PROJECT**

(On the letterhead of the Statutory Auditors of the firm)

This is to certify that M/s. _____ is having un-encumbered reserves and surpluses of Rs. _____ in its accounts.

After reducing the future committed capital investments (till one month before the Proposal Submission Date), M/s _____ will be having Rs. _____ for investment in new Capital investments.

Signed

Name of Statutory Auditor

Qualification Response Sheet No. 6.B.3

Guidelines for Technical Note

Technical note should essentially consist of:

- Bidder's understanding of the project concept
- Bidders experience in implementing MSW sector Projects
- Proposed approach, methodology for implementing the proposed Project with brief details of various component of Project covering Processing Facilities and Engineered Sanitary Landfill
- Schedule for implementation of the proposed project (covering all major project activities and minor project activities).
- Plan for marketing of product/ tie ups and existing tie ups for marketing of MSW based Products including Compost, RDF, Recycling Unit etc.
- Any special scheme/efforts proposed to enhance revenue streams for the Project thereby reducing burden on ULBs
- Detailed specifications of equipments proposed to be used for this Project
- Details of key manpower resources available with the Bidder

ANNEXURE 7A
FINANCIAL PROPOSAL FORMAT

Dated:

To:

Commissioner
SAS Nagar (Mohali) Municipal Corporation
SAS Nagar (Mohali) , Punjab

Sub: Setting up of Municipal Solid Waste Processing Facilities and Scientific Landfill Facility (SLF)

Dear Sir,

1. With reference to your RFQ-cum-RFP document, dated _____, I/we, having examined the RFQ-cum-RFP /Bidding Documents and understood their contents, hereby submit my/our Financial Proposal for the aforesaid Project. The Bid is unconditional and unqualified.
2. 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.
3. The Financial Proposal has been quoted by me/us after taking into consideration **Rs. 20 Crore SBM grant**, all the terms and conditions stated in the RFQ-cum-RFP, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
4. I/ We hereby submit our Financial Proposal and offer the following:

Tipping Fee for Processing of MSW and Scientific Disposal of reject at Sanitary Landfill Facility.	Quoted Tipping Fee	
	(per metric tone)	
	(in INR)	(in INR words

In witness thereof, I/we submit this Financial Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature, name and designation of the Authorized Person)

Name of the Authorized Person

ANNEX 7B

Key Assumptions

**Setting up of Municipal Solid Waste Processing Facilities and
Scientific Landfill Facility for GMADA Cluster in the State of Punjab**

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:

As per attached Sheet

ANNEX 8

FORMAT FOR COMMENTS ON DRAFT CONCESSION AGREEMENT

Sr. No.	Clause No.	Present Form	Suggested Modification	Reason for Suggestion
1.				
2.				
3.				
4.				

FORMAT FOR COMMENTS ON DRAFT WASTE **SUPPLY** AGREEMENT

Sr. No.	Clause No.	Present Form	Suggested Modification	Reason for Suggestion
1.				
2.				
3.				
4.				

FORMAT FOR COMMENTS ON DRAFT LAND LEASE AGREEMENT

Sr. No.	Clause No.	Present Form	Suggested Modification	Reason for Suggestion
1.				
2.				
3.				
4.				