

REQUEST FOR PROPOSAL

FOR

RFP for Selection of Contractor for Waste Collection, Transportation, Establishment of MRF (Material Recovery Facility) for Sorting & Segregation and Composting for a Town/City with waste generation up to 25 TPD

FOR

XXXX ULB (HARYANA)

Address of ULB

Volume 1: Instruction to Bidders

February 2020

Contents

Notice Inviting Request for Proposal	4
1. Introduction	8
1.1 Project Background	8
Penalties;	10
Incentives;	11
Scope of work –Urban Local Body (ULB)	11
Annulment of contract	11
1.2 General Information.....	12
2. Brief description of Bidding Process	12
2.1 General	12
2.2 Obtaining a Digital Certificate.....	13
2.3 Schedule of Bidding Process	14
2.4 Instructions to Bidders	15
2.5 Amendment of RFP	16
2.6 Preparation and Submission of Bids	16
2.7 Bid Security	17
2.8 Correspondence	17
2.9 Format and Signing of Bid	18
2.10 Bid Due Date	19
2.11 Late Bids.....	20
2.12 Modification and Withdrawal of Bids	20
2.13 Confidentiality	20
2.14 Clarifications	20
2.15 Proprietary data.....	20
2.16 Correspondence with the Bidder.....	20
2.17 Eligibility of Bidder.....	20
2.18 Other Documents	21
3. Criteria for Evaluation	22
3.1 Tests of responsiveness.....	22
3.2 Bid Evaluation – Part I – Technical Bid	22
3.3 Bid Evaluation – Part II – Financial Bid	24
3.4 Notification and Issue of Letter of Award	25
4. Fraud and Corrupt Practices	25
5. Pre-bid Conference	26
6. Miscellaneous	26
APPENDIX I: Format for acknowledgement of RFP document.....	28

APPENDIX II: FORMAT FOR COVERING LETTER CUM PROJECT UNDERTAKING	29
APPENDIX- III: PROFORMA OF BANK GUARANTEE FOR BID SECURITY	30
APPENDIX-IV: POWER OF ATTORNEY FOR SIGNING OF APPLICATION	32
ANNEXURE-I: DETAILS OF BIDDER.....	35
ANNEXURE-II: Financial Capacity of the Bidder (In Rs. crore).....	36
ANNEXURE - III: Details of Eligible Projects.....	37
ANNEXURE - IV: Statement of Legal Capacity.....	38
ANNEXURE - V: Format for Financial Bid.....	39

EXECUTIVE OFFICER/ SECRETARY, MUNICIPAL COUNCIL/COMMITTEE, XXXX

Notice Inviting Request for Proposal

No. -----

Dated: -----

Online bids are hereby invited on behalf of Executive Officer/ Secretary, Municipal Council/ Committee, XXXX from eligible entities for the below mentioned work:

Name of Work	Estimated Project Cost (In Cr)1	Plant Capacity (In TPD)	Bid Security/ EMD 1% of the Estimated Project Cost)	Performance Security (10% of the Estimated Project Cost)2	RFP Document Fee
RFP for Selection of Contractor for Waste Collection, Transportation, Establishment of MRF (Material Recovery Facility) for Sorting & Segregation and Composting for a Town/City with waste generation up to 25 TPD					Rs. 10,000/-

1. RFP documents can be seen on and downloaded from the portal: <http://etenders.hry.nic.in> by the eligible entities registered on the portal.
2. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (“DSC”) at the earliest, as per the process mentioned in the RFP document.
3. Document Fee Rs. 10,000/- (Ten thousand only) has to be paid through RTGS/NEFT during the "Downloading of RFP Document & Payment of RFP Document fees" in favour of “Executive Officer/ Secretary “Urban Local Body (XXXX), A/c No.: xxxxxxxxxx, IFSC: xxxxxxxxxx”.
4. Cost of Processing Fee of Rs. 1180/- to be paid via DD in favour of “Society of IT Initiative fund for e-Governance” (non-refundable)for each bid.
5. The RFP may be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
6. Possession of DSC and registration of the contractors on the portal i.e. [http:// etenders.hry.nic.in](http://etenders.hry.nic.in) is a prerequisite for e-tendering.

For further details and e-tendering schedule, visit website <http://etenders.hry.nic.in>

-Sd-
Executive Officer/ Secretary
Municipal Council/ Committee,
XXXX ULB

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

² The Contractor/Agency shall be required to submit a Performance Security equivalent to 10% value of the Estimated Project Cost in the form of Bank Guarantee to the ULB as per terms of the Agreement

Disclaimer

1. The information contained in this Request for Qualification cum Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of ULB or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by ULB to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their key submissions, technical bid and financial bid pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by ULB in relation to the Project.
3. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for ULB, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ULB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. The ULB, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Bidders for participation in the Bidding Process.
6. The ULB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
7. The ULB may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the ULB or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the ULB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Definitions

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

Applicable Law	Shall mean all laws, brought into force and effect by the Government of India or the State Government of Haryana, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of the Contract Agreement
Applicable Permits	Shall mean all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project during the subsistence of the Contract Agreement
Contract Agreement	Shall mean the agreement to be executed by the Contractor/ Agency with the ULB for discharging obligations related to the Project and includes any amendment or modification made to the said agreement in accordance with the provisions thereof
Contract Period	Shall mean the period of twenty (02) years, commencing from the date of the execution of the Contract Agreement. (In case if in future the said ULB becomes the part of the integrated solid waste management project this Agreement will be annulled).Contract can be extended for additional 1 (One) year after successful completion of work on mutual consent.
Contractor/ Agency	Shall mean the Selected Bidder to implement the Project and sign the Contract Agreement with the ULB.
“Commercial Operations Date” or “COD”	means the date when the Door to Door waste collection, Material Recovery facility & Compost Plant achieves commercial operations, pursuant to the provisions of the Contract Agreement;
ULB	Shall mean the Municipal Council/ Committee
Financial Capacity	Shall have the meaning ascribed to it in Clause 3.2 (B)
MSW or Municipal Solid Waste or Waste or Solid Waste	Shall mean the Municipal Solid Waste as described under the Solid Waste Management Rules, 2016 (or as amended time to time) & SWM by-laws.
Project	Means the solid waste management project for collection, transportation, processing and disposal of MSW for the ULB, as per terms and conditions of the Contract Agreement
Project Area	Shall mean the municipal areas under the ULB including areas under HSVP, Housing board, HSIIDC, licensed colonies etc or any other area defined by the ULB
Selected Bidder	Shall mean the Bidder that has been issued the Letter of Award by the ULB for the Project
ULB	Shall mean the urban local bodies operating in XXXXXX of the State of Haryana
SWM Rules	Shall mean the Solid Waste Management Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986)
Technical Capacity	Shall have the meaning ascribed it in Clause 3.2 (A)
User Charges/ User Fee	Shall mean a fee notified by the Government of Haryana and ULB from time to time on the waste Generator in the Project Area

Waste Generator	Shall mean persons or establishments generating MSW within the jurisdiction of the ULBs
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1. Introduction

1.1 Project Background

The Urban Local Bodies, Haryana (the “ULB”) has initiated the online bidding process for selection of Contractor/ Agency Contractor/ Agency (“Contractor/ Agency Contractor/ Agency”) for undertaking the solid waste management project for the ULB and for providing the services detailed in the Contract Agreement(hereinafter referred to as “Project”).The XXXX comprises of the Urban Local Bodices (“ULB”) operating in XXXX of the State of Haryana. (hereinafter referred to as the “XXXX”). The ULB has decided to carry out the Bidding Process (defined hereinafter) for the selection of the Contractor/ Agency to whom the Project may be awarded.

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

Name of the Project	Estimated Project Cost (InRs.cr.)	Capacity in TPD
RFP for Selection of Contractor for Waste Collection, Transportation, Establishment of MRF (Material Recovery Facility) for Sorting & Segregation and Composting for a Town/City with waste generation up to 25 TPD for XXXX ULB		

1.1.2. The Selected Bidder would be required to provide the undermentioned Project related services including interalia the following, within the jurisdiction of the ULB:

(A) Scope of work – selected bidder/ Agency

1. The contractor should achieve 100% door to door collection efficiency in collection of solid waste management,
 - a. For the purpose of 100% Door to Door Collection, the household will be as per
 - i. *Census of India or*
 - ii. *Property Tax Register or*
 - iii. *Ward Bandi*

whichever is higher as mentioned in Project Information Memorandum- PIM,
2. The contractor should make and publish time table for collection of waste (Door to Door vehicles) as per locality in consultation with ULB and publish the same in Local Newspapers and Pamphlets, any change in the time table should be notified in Local Newspapers and Pamphlets,
3. The contractor will collect all the waste from dust bins in commercial areas/ public areas/ residential areas as per scheduled time table.
4. Contractor should provide time tables in consultation with ULB for;
 - a. Residential Areas Door to Door,
 - b. Commercial/ Institutional Areas Door to Door,
 - c. Twin Bin(s) waste collection,
 - d. Secondary Bin(s) waste collection,
 - e. Transportation of street sweeping waste,
 - f. Waste from secondary collection point till processing/ disposal site.
5. Contractor will place covered secondary collection bins if necessary as per direction from ULBs,
6. The contractor should make provision for collection& transportation of 100% waste in segregated manner at his cost, segregated compartmentalised primary collection vehicles(D2D), Compactors, dumpers, excavators, loaders and etc (Quantity and Number of *Vehicle and Other machinery details will be mentioned in mentioned in Project Information Memorandum- PIM*),

7. Contractor cannot deploy Tractor trolley, Hand Cart, Non-Motorised Rickshaw for collection of waste in any case,
8. Transportation of street sweeping waste from the designated points established by ULBs,
9. Transportation of Municipal Solid Waste from secondary collection points to the Material Recovery Facility & Composting Facility,
10. The contractor should deploy number of vehicles (*Vehicle and Other machinery details will be mentioned in mentioned in Project Information Memorandum- PIM*), to achieve 100% door to door collection and minimizing the turnaround time for the primary collection vehicles(D2D),
11. Contractor will have to take waste collection vehicles on lease rent basis from the ULBs for the period of contract, ULB cannot lease the vehicles more than 2 years old. The lease rent amount will be decided by ULB considering the depreciation value according to market standards.
12. Setting up and managing transfer station(s) to facilitate transportation of MSW to Segregation and Composting Facility (if required) transfer station is required when the turnaround time of primary collection vehicle is more than 20 min or 5 KM (whichever is lesser),
13. The contractor should make provisions for collection of domestic hazardous waste separately,
14. The contractor should deploy Electronic Weigh Bridge 30 MT capacity (*Certified by Legal and Metrological Department, Haryana as an when required as per rules and guidelines*),
15. The contractor should will deploy Electronic Weigh Bridge 30 MT capacity (*Certified by Legal and Metrological Department, Haryana as an when required as per rules and guidelines*) at the inert storage site to weigh incoming inert waste (disposed by the agency) if required,
16. The contractor should sort and segregate the waste at dumping ground/ Transfer Station, segregation can be mechanised/ non-mechanised (*should deploy all the machinery and equipment as specified in Project Information Memorandum- PIM*),
17. The contractor should shred (using shredder) and compost all the compostable waste using available technology,
18. The Compost generated out of processing should be as per Fertiliser Control Orders (FCO) norms
19. The contractor shall construct Material Recovery Facility (MRF) at the dumping ground/ Transfer Station with minimum facility as mentioned in PIM,
20. The contractor should make arrangements for storage of Recyclables and RDF should be as per guidelines,
21. The contractor should dispose of the recyclables to the authorised recyclers,
22. The contractor should dispose the non-recyclable combustible fraction in the form of Refuse Derive Fuel (RDF) to the nearest co-processing plants (Boiler Units) or the nearest Cement plants at his cost of the cost to borne by the Co-_processing Plant/ Cement Plants,
23. The contractor should dispose/Store the inert at the inert storage site only as specified by the ULB,
24. The contractor should perform IEC activities for waste segregation (*to provide pert chart in consultation with ULB*),
25. The contractor should install Speakers on each vehicle for awareness campaign for playing Jingles and should be well equipped by the provisions to play jingles,
26. The contractor should optimise the route in consultation with ULB and collect all the waste before 12 p.m. Each day (in residential Areas) in shifts of;
 - a. 0600 hrs to 1100 hrs
 - b. 0700 hrs to 1200hrs
27. Monitoring mechanism;
 - a. Management Information System (MIS) system with real time update parameters of project (Link to be provided to ULBs),
 - b. CCTV facility at sites and infrastructure related to project (Link to be provided to ULBs),
 - c. Electronic Weigh Bridge (*Certified by Legal and Metrological Department, Haryana as an when required as per rules and guidelines*), Real time data to be furnished in MIS (is needed at MRF facility also if the MRF facility is sperate then the dumpsite/processing facility).
 - d. The moveable inventory (Collection vehicles, Compactor vehicles, dumpers, excavators, loaders and etc) should be Global Positioning System (GPS) and Radio frequency Identification device (RFID) enabled connected to Management Information System (MIS) system,

- e. Radio frequency Identification device (RFID) for route optimization at various location, Collection route, Project Site, Entry & Exit point
- i. All the vehicles should have Reading/Scanning devices,
 - ii. There should 1 RFID tag installed for every 10 houses, Total number of houses hold will be *Census of India/ Property Tax Register /Ward Bandi, whichever is higher as mentioned in Project Information Memorandum- PIM*
Total RFID tags needed (minimum) = Number of Household / 10
 - iii. All the secondary storage bins should be RFID tagged,
 - iv. RFID tags should be installed at all the entry and exit points of Gullys, Residential Colonies, streets, Roads (to be able to scanned by the vehicle mounted RFID scanners) after conducting proper survey in consultation with ULB,
 - v. Within 40 days of signing the agreement all the RFID tags should be installed in consultation with ULB along with its location marked on the GPS tool, in case of the change of location of RFID tag the same should be updated in GPS tool,

Within 40 days of signing agreement	Survey and installation of all RFID tags in consultation with ULB
Within 40-50 days of signing agreement	70% of RFID tags should be operational
Within 50 \-60 days of signing agreement	90% of RFID tags should be operational

- f. At any given day both the condition should satisfy to claim the fee (outcome report of daily with both the parameters should be submitted to ULB and published in MIS);
 - i. 90% of the RFID tags should be scanned by the Door to Door collection vehicles,
 - ii. 90% of the total Average Road Length should be covered,
- g. Biometric attendance system for all the employees,
- h. Selected agency will deploy a senior staff to ULB for co-ordination with following Qualification,
 - i. Any Graduate with 3(Three) years of Experience,
 - ii. 01(One) year of Experience of any Solid Waste Management Project,
 - iii. Knowledge of MS office.

(B) Penalties;

1. The agency will face a penalty of 1.5 times of the quoted Bid variable multiply by average daily waste collection in case of non-functioning, for not providing services post commencement of work for each day of non-functioning;
Fine = 1.5(Quoted Bid Variable X Average Daily Waste) X Number of days of non-service
2. The agency will face a penalty of 1.5 times of the quoted Bid variable multiply by each ton disposed inert waste at the designated Storage site after 10 % (only maximum of 10 % of the total waste generation can be disposed as inert),
3. The agency will face a penalty of 02 times of the quoted Bid variable multiply by each ton disposed inert at the any other site besides the designated Storage site,
4. For Non- Compliance of call Center & all other complaints within 3 hours, penalty of Rs 200/- Per complaint,
5. Motorised vehicles without fixed compartment and without fabricated covering (temporary arrangement like cloth covering, trampoline sheet or any other temporary covering or arrangement will not be allowed) for collection of MSW in ULB area, Penalty Rs. 1000/- per day per vehicle,
6. Non-Motorised vehicles for collection of MSW in ULB area, Penalty Rs. 1000/- per day per vehicle,
7. Any littering while transportation, Penalty Rs. 1000/- per day per instance,
8. Burning of garbage by agency/employee of contractor agency, Penalty Rs. 5000/- per day per instance or as per NGT guidelines,
9. Any sanitation worker found without uniform and PPE as per MSW rules 2016, Rs. 500/- per day per worker,
10. Construction and Demolition waste cannot be mixed with Municipal Solid Waste, if found agency will face a penalty of 1.5 times of the quoted Bid variable multiply by each ton collected,

11. If daily waste is not processed by the service provider, Penalty Rs. 5000/- per day,
12. In case of GPS not working on vehicles, Penalty Rs. 1000/- per day per vehicle,
13. In case of RFID not working, Penalty Rs. 1000/- per day per vehicle,
14. Waste collection of the total waste generation,

Waste collection efficiency in percentage	Penalty Per Day
90 % and Above	No Penalty
80 – 89 %	2% (of Average Daily Waste Generated X Bid Variable)
70-79 %	4% (of Average Daily Waste Generated X Bid Variable)
60-69 %	8% (of Average Daily Waste Generated X Bid Variable)
50-59 %	16 % (of Average Daily Waste Generated X Bid Variable)
Below 49 %	100 % (of Average Daily Waste Generated X Bid Variable)

(C) Incentives;

1. The agency shall sell all the collected recyclables and own all the revenue generated out of it,
2. The agency shall sell all the collected Composts and own all the revenue generated out of it,
3. The agency shall sell all the collected RDF and own all the revenue generated out of it, (RDF should be cleared from ULB site & jurisdiction on daily basis and only to processed in as per rules and regulations)
4. The agency will be provided incentive of 5% of the bid variable if met all the following condition mentioned below;
 - a. Less than 5 % inert waste is dumped in sanitary landfill/ Regional sanitary landfill site,
 - b. 100 % door to door waste collection,
 - c. Maintaining the time table of waste collection (+/- 10 mins)

(D) Scope of work –Urban Local Body (ULB)

The ULBs would be required to provide the undermentioned Project related services to the selected agency,

1. ULBs will provide designated site for MRF and Composting to the selected agency (*as mentioned in PIM*),
2. ULBs will provide site for the parking of vehicles,
3. Collection of User Charges,
4. ULBs will facilitate in obtaining electrical and water connection at the designated site for MRF and Composting,
5. ULBs will provide assistance to the agency if required in deployment,
6. Establish Command and Control Center for Project Monitoring and Redressal of Customer Complaints,
7. Bi-weekly Coordination & Monitoring meeting with agency staff and ULB's staff for project development and monitoring progress,
8. To maintain 03(Three) Months of average payment in the Escrow account,

(E) Annulment of contract

The contract will be annulled in following conditions;

1. In case of signing of agreement for Integrated Solid Waste Management Project on Cluster based approach this contract shall deemed to be annulled within 4(four) month from the date of signing of agreement, no sperate notice will be served to the contractor.

1.1.3. Current Estimated MSW generation is about XXTPD. It is expected to reach XX TPD by 2035. The Bidder is free to carry out its own assessment of MSW generation in XXXXULB. The Selected Bidder shall be responsible for door to door collection, transportation, processing and disposal of MSW in Disposal Site and for that purpose to design, develop, finance, construct, operate and maintain the facilities of Designed Capacity to manage/process the entire MSW generated in the XXXX ULB, setup up to 25 TPD Segregation, MRF & Composting plant and shall cater to future increase in MSW generation during the Contract Period as per Solid Waste Management Rules, 2016.

1.1.4. Contractor/ Agency should start the operation in not more than 30 days of signing of contact agreement, The

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

- 1.1.5. The estimated cost of the Project (the “Estimated Project Cost”) has been specified in **Clause 1.1.1** above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.6. The Draft Contract Agreement sets forth the detailed terms and conditions for grant of the contract to the Contractor/ Agency, including the scope of the Contractor/ Agency’s services and obligations.

1.2 General Information

- 1.2.1 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor/ Agency set forth in the Contract Agreement or ULB’s right to amend, alter, change, supplement or clarify the scope of Project, the Contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the ULB.
- 1.2.2 The ULB shall receive Bid Proposal(s) pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the ULB pursuant to this RFP, as modified, altered, amended and clarified from time to time by the ULB (collectively the “**Bidding Documents**”), and the Bid shall be prepared and submitted in accordance with such terms on or before the date specified for submission of the Bid (the “**Bid Due Date**”).
- 1.2.3 The Selected Bidder shall be required to incorporate a company under the Companies Act, 2013 (the “**SPV**”), which shall undertake obligations with respect to the Project and execute the Contract Agreement with the ULB and the ULB (the “**Contract Agreement**”).

2. Brief description of Bidding Process

2.1 General

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

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

- 2.1.1 Bidders shall be required to examine the Project in greater detail, and carry out, at their cost, such studies with respect to the Estimated Project Cost set out in the Feasibility Report/ Project Information Memorandum (PIM), annexed as Annexure VII to the RFP, before submitting their respective Bid for award of the Project.
- 2.1.2 The Bids are to be submitted online and are required to be encrypted and digitally signed, therefore, the Bidders are advised to obtain DSC as per details mentioned in section 2.2. The physical hard copy submission of the Technical Bid shall be in accordance with Clause 2.9.2.

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

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

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

The subject of the email shall mention the following:

“QUERIES/REQUEST FOR ADDITIONAL INFORMATION: RFP for Selection of Contractor for Waste Collection, Transportation, Establishment of MRF (Material Recovery Facility) for Sorting & Segregation and Composting for a Town/City with waste generation up to 25 TPD

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

Queries shall be neatly typed/ written as per the following format:

S. No.	Particulars	Details
1.	Organization	
2.	Document Name	
3.	Page Number	
4.	Clause Number	
5.	Query	
6.	Suggestion, if any	
7.	Name & Designation of point of contact	
8.	Contact No. & Email ID	

2.2 Obtaining a Digital Certificate

2.2.1 The Bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the Bidder bidding online.

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

i. TATA Consultancy Services Ltd.

11th Floor, Air India Building, Nariman Point, Mumbai-400021
website - www.tcs-ca.tcs.co.in

ii. Sify Communications Ltd.

IIIrd Floor, Tidel Park, 4 Canal Bank Road, Taramani, Chennai-600113
Website - www.safescrypt.com

iii. MTNL Trustline CA

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

iv. iTrust CA (IDRBT)

Castle Hills, Road No.1, Masab Tank, Hyderabad, Andhra Pradesh - 500057

Website - idrbtca.org.in

v. (n)Code solutions

301, GNFC Tower, Bodak Dev, Ahmedabad-380054, Gujarat
Website- www.ncodesolutions.com

vi. National Informatics Centre Ministry of Communication and Information Technology

A-Block CGO Complex, Lodhi Road, New Delhi-125003
Website <https://nicca.nic.in>

vii. e-Mudhra CA

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

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

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

2.3 Schedule of Bidding Process

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

S. No.	MC Stage	Contractor Stage	Start Date & Time	Expiry Date & Time	Envelopes
1.	Release of Tender	-			-
2.	-	Tender Download		17:00 Hrs	
3.	-	Submit Bids online		17:00 Hrs	EMD/ Bid Security Envelope, Technical Bid Envelope, Financial Bid Envelope,
4.		Physical Hard Copy Submission	17:00 Hrs		EMD/ Bid Security Envelope, Technical Bid Envelope
5.	Open EMD & Technical/PQ bid		12:00 Hrs		EMD Envelope, Technical Envelope

2.3.2 Any queries relating to Bidding Documents should be given in favour of Director, Urban Local Bodies, Haryana, Bays 11-14, Sector-4, Panchkula, Urban Estate, Haryana 134112 until 20.08.2019.

2.3.3 Physical hard copy submission of mentioned in Clause 2.9.4, after online submission, will be done by the Bidders on [xx.xx.xxxx].from 10:00 AM to 05:00 PM in the office of Director, Urban Local Bodies, Haryana, Bays 11-14, Sector-4, Panchkula, Urban Estate, Haryana 134112.

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

2.4 Instructions to Bidders

2.4.1 Number of Bids and costs thereof:

No Bidder shall submit more than one Bid for the Project. A Bidder applying shall not be entitled to submit another Bid, as the case may be (*Joint Venture, Consortium is not allowed in this RFP*). The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The ULB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4.2 Opening of an Electronic Payment Account:

For purchasing the RFP documents online, Bidders are required to pay the Documents Fees online using the electronic payments gateway service. For the list of payment options through which the online payments can be made, please refer to the home page of the portal <https://etenders.hry.nic.in>.

2.4.3 Cost of RFP Document Fee

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

2.4.4 Submission of RFP Document Fees:

The Bidder shall pay to the ULB a non-refundable sum of Rs. 10,000/- (Rs. Ten Thousand) to be paid through RTGS/NEFT during the "Downloading of RFP Document & Payment of RFP Document fees", as the cost of downloading the Bidding Documents ("Document Fees").

2.4.5 Submission of Bid Security:

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

2.4.6 Right to accept and to reject any or all Bids

- (i) Notwithstanding anything contained in this RFP, the ULB reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- (ii) The ULB reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the ULB to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the ULB thereunder.
- (iii) The ULB reserves the right to reject any Proposal and appropriate the Bid Security if in case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution or during the period of subsistence of the Contract Agreement that:
 - a. The Bidder has made a material misrepresentation or has furnished any materially incorrect or false information, or
 - b. The Bidder does not provide, within the time specified by the ULB, the supplemental information sought by the ULB for evaluation of the Proposal
- (iv) Any misrepresentation or furnishing an / improper response shall lead to disqualification of the Bidder. The Bidder shall be disqualified forthwith if not yet appointed as the Contractor/ Agency either by issue of the Letter of Award ("LoA") or entering into of the Contract Agreement, and if the Bidder has already

been issued the LoA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in the RFP, be liable to be terminated, by a communication in writing by the ULB to the Bidder, without the ULB being liable in any manner whatsoever to the Bidder or Contractor/ Agency, as the case may be. In such an event, the ULB shall forfeit and appropriate the Bid Security or EMD, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the ULB for, inter alia, time, effort, cost and effort of ULB, without prejudice to any right or remedy that may be available to ULB.

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

2.4.7 Other Instructions

- (i) The Bidders shall submit details of their Financial Bid in the online templates of the online Bid. The Financial Bid has to mandatorily be submitted online.
- (ii) Technical Bid Documents except EMD/Bid Security that cannot be submitted online, should be put in separate sealed envelopes and the sealed envelopes together with the documents listed in Technical Bid shall be sealed in another cover and delivered to this office before the date and time mentioned in the RFP Notice.
- (iii) Bidders must strictly abide by the stipulations set forth in notice inviting RFP and while tendering for the work, the Bidders shall adopt only the three-envelope system.
- (iv) The envelope containing the Financial Bid envelope has to be submitted mandatorily online and shall not be accepted physically under any circumstances. In case any bidder does not comply with procedure given above, the Bidder shall be disqualified from the Bid. Such defaulting Bidder may be de-listed without any notice for failing to abide by the strictly approved terms of notice inviting Proposals in response to the RFP.
- (v) The Bids which are not accompanied by the Bid Security or proof of Bid Security or do not strictly follow the requirements set out in the Bidding Documents, are liable to be rejected summarily.
- (vi) Bids which are subjective or dependent upon the quotations of another bidder shall be summarily rejected.
- (vii) The Bids of the bidders which do not satisfy the eligibility criteria i.e. (Technical Capacity and Financial Capacity set out in Clause 3.2 in the RFP Document) in the RFP Document are liable to be rejected summarily without assigning any reason and no claim what so ever on any account will be considered in such cases of rejection.

2.5 Amendment of RFP

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

2.6 Preparation and Submission of Bids

2.6.1 Language and Currency

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

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

2.6.2 Validity of Bid

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

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

2.7 Bid Security

2.7.1. The Bidder will be required to deposit, along with the Proposal, a Bid Security of **INR Lakh** in the form of a demand draft or a bank guarantee from a nationalized bank/Scheduled Bank in India, in favour of the ULB, after the online submission of the respective proof. For avoidance of doubt, Scheduled bank shall mean a bank as defined under Section 2 (e) of the Reserve Bank of India Act, 1934. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

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

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

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

2.7.4.1 If the Bidder fails to meet the requirements set out in Clause 2.4. or any other provision of the RFP;

2.7.4.2 If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period; and

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

2.7.4.4 For grounds provided in the Bid Security

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

2.8 Correspondence

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

ATTN. OF:

DESIGNATION:

ADDRESS:

FAX NO:

E-MAIL ADDRESS:

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

2.9 Format and Signing of Bid

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

2.9.2 The physical hard copy of the Technical Bid shall be submitted by the Bidder in the following two separate envelopes:

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

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

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

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

Envelope 'ED' - Bid Security Deposit Envelop

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

Envelope 'TI' - Technical Bid Envelope

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

Envelope 'CI' - Financial Bid Envelope

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

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

- a. The RFP without Bid Security money will not be opened.
- b. The RFP of the bidder who does not satisfy the Eligibility and Technical Bid Criteria in the bid documents is liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
- c. The Bid submitted by the Bidder shall remain open for acceptance during the Bid Validity Period to be reckoned from the date of "Online Bid preparation and Hash submission". If any Bidder withdraws his Bid before the said period, any modifications in the terms and conditions of the Bid, the said Bid Security shall stand forfeited. Bids would require to be valid for 3 months from the date of closing of online "Bid preparation and Hash submission stage".

- d. The bid security and performance security shall be refunded to the contractor after 3 (Three) months of successful completion of the work without any interest.

2.9.4 Technical Bid Envelope shall include scan copies of:

- a) Acknowledgement of RFP Document and Notification of Intent to Submit Bid Appendix as per **APPENDIX-I**
- b) Covering Letter cum Project Undertaking as per **APPENDIX- II**
- c) Bid Security in the form of Bank Guarantee as per **APPENDIX–III** or demand draft (Separate Envelope - ED, as mentioned in 2. 9.2)
- d) Power of Attorney for signing the Bid as per the format at **APPENDIX- IV**;
- e) Copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding three years at **APPENDIX – V**;
- f) Details of Bidders as per **ANNEXURE – I**
- g) Financial Capacity of the Bidder as per **ANNEXURE – II**
- h) Details of Eligible Project as per **ANNEXURE – III**
- i) Statement of Legal Capacity as per **ANNEXURE– IV**

2.9.5 Financial Bid as per the format set out in Annexure – V:

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

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

- i. Bank Guarantee or Demand draft for Bid Security
- ii. Power of Attorney for Authorized Signatory
- iii. Power of Attorney of the Lead Member, if there is any consortium
- iv. Documents/Certificates mentioned in Clause 3.2 (Bid Evaluation of this RFP)

2.9.7 Envelopes should be sealed and stamped in a single envelope, earmarked with “RFP for Selection of Contractor for Waste Collection, Transportation, Establishment of MRF (Material Recovery Facility) for Sorting & Segregation and Composting for a Town/City with waste generation up to 25 TPD”

2.9.8 The envelope shall be addressed to:

ATTN. OF:

DESIGNATION:

ADDRESS:

FAX NO:

E-MAIL ADDRESS:

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

2.10 Bid Due Date

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

2.10.2. The ULB, at its sole discretion, may extend the Bid Due Date by issuing an Addendum.

2.11 Late Bids

Any Bid received by the ULB after [●]1500 hours IST on the Bid Due Date will be returned unopened to the Bidder.

2.12 Modification and Withdrawal of Bids

The Bidders are not allowed to modify or withdraw the Bids; once they are submitted.

2.13 Confidentiality

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

2.14 Clarifications

To assist in the process of evaluation of Bids, the ULB may, at its sole discretion, ask any Bidder for clarification on its Bid. The request for clarification and the response shall be in writing. No change in the substance of the Bid would be permitted by way of such clarifications. However, such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the ULB for this purpose. If a Bidder does not provide clarifications sought under this Clause above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the ULB may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the ULB.

2.15 Proprietary data

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

2.16 Correspondence with the Bidder

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

2.17 Eligibility of Bidder

2.17.1. Basic pre-qualification criteria:

2.17.1.1 The Bidder for pre-qualification should be a single entity, not a group of entities (the "Consortium"), Consortium/ Joint Ventures are not allowed as per this RFP, to implement the Project. However, no Bidder applying, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity. A Bidder may be a natural person or a body corporate including but not limited to a company incorporated under the Companies Act, 1956/2013 or under the applicable laws of the jurisdiction of its origin or a society registered under the Societies Registration Act, 1860 or any other applicable governing law or a trust registered under the Indian Trusts Act, 1882 or limited liability partnership or a sole proprietorship registered under the relevant applicable governing law or any combination of them. A Joint Venture/ Consortium shall be not be eligible for consideration in this RFP

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

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

- a. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate (or any constituent thereof) is less than 25% of the paid up and subscribed capital of the other Bidder, its Member or Associate (or any constituent thereof); or
- b. A constituent of such Bidder is also a constituent of another Bidder; or
- c. Such Bidder, its Member or Associate receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, loan or subordinated debt to any other Bidder, its Member or Associate thereof; or
- d. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e. Such Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest
- f. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or, such Bidder has participated as a consultant to Municipal `Committee, XXXX ULB in the preparation of any documents, design or technical specifications of the Project. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the ULB in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 5 (five) years from the date of commercial operation of the Project.
- g. Any entity which has been barred/ blacklisted by the Central/ State Government, or an entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid (even if the litigation is pending on the same dispute (barred / blacklisted) under the jurisdiction / arbitration/ laws), would not be eligible to submit a Bid, either individually or as member of a Consortium.

Explanation:

For purpose of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of a Bidder bidding individually for the Project shall be provided to demonstrate that a person is an Associate of the Bidder bidding individually, as the case may be.

2.18 Other Documents

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

with its Appendices and Annexes, the following:

- i. Certificate(s) and/or agreement(s) and/or duly executed work order(s) and/or Letter of Award from its concerned client(s) in support of above work undertaken clearly stating quantities collected /transported /installed capacities of the processing plant designed, operated and maintained/installed capacities of landfill deigned, operated and maintained.
 - ii. Certificate(s) from its statutory auditors/Chartered Accountant in support of its Financial Capacity.
- 2.18.2 The Bidder should submit a Power of Attorney as per the format at Appendix-IV, authorizing the signatory of the Bid to commit the Bidder duly supported by a charter document or board resolution in favour of executant.
- 2.18.3 Selected Bidder is a single entity, it shall be mandatory to incorporate a company under the Indian Companies Act, 2013 as a Special Purpose Vehicle (“SPV”) to implement the Project. The Selected Bidder shall hold at least 100% (one hundred percent) of the paid up and subscribed equity of the SPV until expiry of the 3 year period from the COD/ Commissioning and shall hold 26% of the paid up and subscribed equity share capital of the SPV during there maining Contract Period under the Contract Agreement. The SPV shall be required to execute the Contract Agreement with the ULB for implementing the Project.
- 2.18.4 Any entity which has been barred by the Central/ State Government, or any entity controlled by the Central/State Government, from participating in any project, and the bar subsists as on the date of Bid the said entity would not be eligible to submit a Bid for the Project, either individually or as member of a Consortium.
- 2.18.5 A Bidder, in the last 3 (three) years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.

3. Criteria for Evaluation

3.1 Tests of responsiveness

- 3.1.1.** Prior to evaluation of the Bid(s), the ULB will determine whether each Bid is responsive to the requirements of the RFP Document. A Bid shall be considered responsive if:
- a) It is received as per format prescribed under the RFP;
 - b) It is received by the Bid Due Date including any extension(s) granted by the ULB;
 - c) It is signed, sealed, bound together in hard cover, and marked as stipulated in the RFP document.
 - d) It is accompanied by the Power of Attorney as specified in RFP
 - e) It contains all the information and documents (complete in all respects) as requested in this RFP;
 - f) It contains information in formats specified in this RFP;
 - h) It does not contain any condition or qualification; and
 - i) It is not non-responsive in terms hereof.
- 3.1.2. The ULB reserves the right to reject any Bid which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by the ULB in respect of such Bid.
- 3.1.3. Conditional Bid shall not be considered. Any Bid found to contain conditions attached, will be rejected.

3.2 Bid Evaluation – Part I – Technical Bid

- 3.2.1** To be considered technically qualified (“Technically Qualified”), a Bidder shall have to fulfil following criteria:

3.2.2 A. Technical Capacity: For demonstrating technical capacity and experience: (the “**Technical Capacity**”), the Bidder shall have to fulfil the following conditions. The Bidder’s competence and capability for projects undertaken in last 5 (five) financial years prior to the Bid Due Date:

S. No.	Parameter	Criteria
1.	The Bidder shall have minimum 01 (One) year experience of successful operations in collection and transportation of MSW facility in India in the period of Last 03 (Three) financial years from the date of submission. Or The Bidder shall have minimum 01 (One) Project under successful on-going operations in collection and transportation of MSW facility in current financial year.	One project of 50 % of Estimated Capacity of the projects

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

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

S. No.	Parameter	Criteria
1	Average Annual Turnover of 03 (Three) Years at the close of the preceding financial year prior to the Bid Due Date.	30 % of Estimated Project Cost (CA Audited & Certified Report)
2	Net Worth at the close of the preceding financial year prior to the Bid Due Date	Positive Net Worth (CA Audited & Certified Report)

The Bidder shall be required to have Positive Net **-Worth of Rs.**³ at the close of the preceding financial year prior to the Bid Due Date.

For the purposes of this RFP, Net Worth means:

- i. in case the Bidder is a company, the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and
 - ii. in case the Bidder is a trust or a society, the sum of available corpus and reserves.
 - iii. in case for individual person shall mean: Assets (including cash) Less all liabilities.
 - iv. For Sole Proprietorship shall mean: Total assets – total liabilities.
- C. In the event that a Bidder submits a Bid for the Project and the Bidder does not meet the Technical or /and Financial Capacity as described under Clause 3.2.1 (A) and (B) above, the Bidder shall be disqualified, and the Financial Bid of such Bidder shall not be opened.

³ Net Worth should be positive at the close of the preceding financial year prior to the Bid Due Date.

3.3 Bid Evaluation – Part II – Financial Bid

- 3.3.1 The shortlisted Bidders adjudged as responsive and Technically Qualified at the end of the evaluation of Part I – Technical Bid shall be notified and informed of the date and time of opening of Part II – Financial Bids.
- 3.3.2 Financial Bid of all the short-listed Bidders who meet the Technical Capacity and Financial Capacity evaluation criteria under Clause 3.2, shall be evaluated on the basis of the financial Bid(s) (the “**Financial Bid Parameter**”) as specified in this RFP.

3.3.4. Financial Bid Parameter

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

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

- a. The tipping fee will be paid from the start day of COD (Commercial Operations Day)
- b. The Tipping Fee payable in respect of the MSW collected, transported, processed and disposed during the post-COD period, shall, with effect from Commercial Operation Date, be escalated at the end of every year at the rate of 4% per annum over the last paid rate.
- c. Apart from the quoted Tipping Fee (Financial Bid Variable) following financial assistance shall be provided to selected bidder:

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

*** As on bid due date*

In addition to above, sale of other recyclables, RDF and Compost will also be available to the Contractor/ Agency.

3.3.5. Goods & Service Tax (GST)

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

- 3.3.6. Financial Bid of short-listed Bidders who qualify after evaluation of Part I – Technical Bid shall be opened in the presence of the representatives of shortlisted Bidders, who choose to attend. The Financial Bid of the shortlisted Bidders shall be read out and recorded.
- 3.3.7. The Bidder who quotes the lowest Tipping Fee (L1) in accordance with the above procedure would be declared as the Selected Bidder.
- 3.3.8. In the event that two or more Bidders quote exactly the same validated Financial Bid Parameter for the project, then the ULB reserves the right either to:-,
- i. Invite fresh Bids from such Bidders; or
 - ii. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process; or
 - iii. Identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tied Bidders, who choose to attend.

3.3.9 Financial information for purposes of evaluation

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

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

3.4 Notification and Issue of Letter of Award

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

4 Fraud and Corrupt Practices

The Applicants participating in the bidding process and responding to the RFP and the irrespective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the ULB may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process may attract criminal proceedings against the agency/ Contractor.

Without prejudice to the rights of the ULB under the RFP herein above, if an Applicant is found by the ULB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFP issued by the ULB during a period of minimum 2(two) years or as specified by ULB from the date such Applicant is found by the ULB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the ULB who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ULB, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the ULB in relation to any matter concerning the Project;
- b) “fraudulent practice” means misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the ULB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 Pre-bid Conference

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

6 Miscellaneous

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

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

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

It shall be deemed that by submitting the Bid the Bidder agrees that the ULB, its employees, agents and advisers are irrevocably, unconditionally, fully and finally indemnified from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by Applicable Law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future

APPENDICES

APPENDIX I: Format for acknowledgement of RFP document

Date:

To

**Executive Officer/ Secretary
Urban Local Bodies, Haryana**

Dear Sir,

Re: RFP for Selection of Contractor for Waste Collection, Transportation, Establishment of MRF (Material Recovery Facility) for Sorting & Segregation and Composting for a Town/City with waste generation up to 25 TPD

The undersigned hereby acknowledges and confirms receipt of the Request for Proposal (RFP) Document for the captioned Project from the ULB and conveys its intention to submit a Bid for the Project.

.....

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

On the Letterhead of the Bidder.

The acknowledgement should be sent within 5 days of purchase/ downloading of the RFP Document.

APPENDIX II: FORMAT FOR COVERING LETTER CUM PROJECT UNDERTAKING

Date:

To

Executive Officer/ Secretary

XXXX Urban Local Bodies, Haryana

Re: RFP for Selection of Contractor for Waste Collection, Transportation, Establishment of MRF (Material Recovery Facility) for Sorting & Segregation and Composting for a Town/City with waste generation up to 25 TPD

Dear Sir,

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

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

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

We hereby agree and undertake as under:

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

Dated thisDay of,

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

On the Letterhead of the Bidder

APPENDIX- III: PROFORMA OF BANK GUARANTEE FOR BID SECURITY

B.G No. Dated:

In consideration of you, the ULB, having its office at, Name of State having agreed to receive the Bid of _____ [a company registered under provision of the Companies Act, 2013] and having its registered office at _____ (herein after referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for RFP for Selection of Contractor for Waste Collection, Transportation, Establishment of MRF (Material Recovery Facility) for Sorting & Segregation and Composting for a Town/City with waste generation up to 25 TPD (here in after referred to as "the Project"). Pursuant to the RFP document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (herein after referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the ULB an amount of Rs. 1(one) % of Estimated Project Cost as bid security (herein referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the ULB stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the ULB is disputed by the Bidder or not merely on the first demand from the ULB stating that the amount claimed is due to the ULB by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *****/- (Rupees *****/only).
3. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty days) from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the ULB and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
4. We, the Bank, further agree that the ULB shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the ULB that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the ULB and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the ULB shall be entitled to treat the Bank as the principal debtor. The ULB shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from

time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the ULB, and the Bank shall not be released from its liability under these presents by any exercise by the ULB of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the ULB or any indulgence by the ULB to the said Bidder or by any change in the constitution of the ULB or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the ULB to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the ULB may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the ULB in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX-IV: POWER OF ATTORNEY FOR SIGNING OF APPLICATION

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

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms.(name).....son/daughter/wife of..... and presently residing at, who is presently employed with us/ and holding the position of, as our true and lawful attorney (here in after referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for RFP for Selection of Contractor for Waste Collection, Transportation, Establishment of MRF (Material Recovery Facility) for Sorting & Segregation and Composting for a Town/City with waste generation up to 25 TPD proposed or being developed by the ULB including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre- Applications and other conferences and providing information/ responses to the ULB, representing us in all matters before the ULB, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the ULB in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the ULB.

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

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED P'INCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2019.

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down

by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

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

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostle certificate.

ANNEXURES

ANNEXURE-I: DETAILS OF BIDDER

Details of Bidder

(a) Name:

(b) Country of incorporation:

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

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

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

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

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

ANNEXURE-II: Financial Capacity of the Bidder (In Rs. crore)

Bidder Type	Member Code	Net Worth
Single entity Bidder		
TOTAL		

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (Three) years preceding the Application Due Date. The financial statements shall:
 - a. Reflect the financial situation of the Bidder
 - b. Be audited by a statutory auditor;
 - c. Be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. For the purposes of this RFP the term net worth means following:
 - a. "Net worth" for company shall mean the aggregate value of the paid-up share capital and all reserves created out of profits of the company and securities premium account after deducting aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
 - i. Net Worth for Partnership Firm would mean:- [Fixed Assets +Trade Receivables + Current Assets] – [Firms Loan +Current Liabilities]
 - ii. Net worth for Trust or Society would mean: - Capital/Corpus +Free Reserves.
 - iii. Net Worth for Individual Person shall mean: Assets (including cash) LESS All Liabilities.
 - iv. Net Worth for Sole Proprietorship would mean:- Total Assets- Total Liabilities
3. The Bidder shall provide an Auditor's certificate/Chartered Accountant certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth

ANNEXURE - III: Details of Eligible Projects

Bidder/Member

Item	Particulars of the Project
Title of the Project	
Nature of the project	
Entity for which the project was constructed Developed	
Location	
Project capacity & Project cost	
Date of commencement of project/ contract	
Date of commissioning	
Equity shareholding (with period during which equity was held)	
Whether credit is being taken for the eligible Experience of an Associate (Yes/ No)	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annexure. Bidders should also refer to the Instructions below.
2. A separate sheet should be filled for each Eligible Project.

Certificate from respective clients must be furnished as per formats below for each Eligible Project.

ANNEXURE - IV: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/)

Ref.

Date:

To

Executive Officer/ Secretary,
XXXX Urban Local Bodies, Haryana

Dear Sir:

We hereby confirm that we(constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

ANNEXURE - V: Format for Financial Bid

Date:

To

Executive Officer/ Secretary,
XXXX Urban Local Bodies, Haryana

Re: RFP for Selection of Contractor for Waste Collection, Transportation, Establishment of MRF (Material Recovery Facility) for Sorting & Segregation and Composting for a Town/City with waste generation up to 25 TPD

Dear Sir,

We are pleased to submit our Financial Bid for RFP for Selection of Contractor for Waste Collection, Transportation, Establishment of MRF (Material Recovery Facility) for Sorting & Segregation and Composting for a Town/City with waste generation up to 25 TPD

Sr. No	Description	Amount in Figures	Amount in Words
1.	Per ton of waste Collected and Transported to the designated Material Recovery, Composting facility, processed and disposed	In Rupees	

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

Yours faithfully

Authorized signatory
(Name & seal of the bidder)

Date:

Place:

ANNEXURE VII: PROJECT INFORMATION MEMORANDUM

C&T Vehicle Deployment & Manpower Requirement Sheet			
Particulars	Unit	Quantity	
Number of individuals per household	Nos	5	
Per Capita Waste Generation	gm	450	
Waste Generation Per Household	gm	2250	
Density	m3	0.60	
Volume per Household	cum	0.004	
Primary Collection			Manpower Required Per Vehicle
E-Rickshaws			
Capacity of each e-rickshaws	cum	0.75	
Number of households which can be covered in Single trip	nos	200	1
Light commercial vehicles with hydraulic tipping containers			
Capacity of each vehicle	cum	1.8	
Number of households covered by each vehicle		480.000	
Manpower Per LCV	nos	2.000	2
Storage			
3 cum			
Providing Secondary Collection Points in Consultation with ULBs			
Capacity of each bin	cum	3	
Number of bins considering 30% of total estimated Waste generated being sent to secondary collection points			
Total number of 3 cum capacity			
Secondary collection vehicles			
3-8 Cum Capacity Dumper placer			
Number of Dumper Placer required considering 1 required for 8 Secondary Dustbin with turn around time of 1 hour within distance of 10 KMs (if distance is more than 10 Kms 2 Dumper Placers shall be deployed)		1	2
10-16 cum compactors (required at Transfer Station)			
Volume of waste to be collected using 10 cum compactors			
Capacity of each compactor	MT	7.5-10	
Number of compactors required upto 20 TPD if waste is more than 20 TPD then no. to be increased accordingly		1	2

Transfer Station cum Material Recovery Facility With Pre-Sorting Section (20-25 TPD) to be established by the contractor					
Sr. No	Item Description	Sizes	Quantity	Area Required in (Sq.m) including circulation area	Manpower Required
	Ramp & unloading-Loading Platform (RCC)	10MX3M	2	60	1
<u>PRESORTING SECTION</u>					
1	FEED HOPPER	1.5MX1MX1M	1 Nos	1.5	1
2	FEED CONVEYOR (WITH Variable Frequency Drive (VFD) CONTROLLED) STRAIGHT INCLINED MANUAL SORTING	10MX1M	1 Nos	10	1
3	ACCEPT CONVEYOR (STRAIGHT INCLINED)	10MX0.8M	1 Nos	8	1
4	SORTING CONVEYOR CUM REJECT CONVEYOR WITH BOTH SIDE SORTING PLATFORM 2000 MM	8MX0.8M	1 Nos	6.4	2
5	ELECTRICAL PANEL WITH WIRING & ACCESSORIES	STD	1 Nos	4	
6	MEGNATIC SEPERATOR (STATIC TYPE)	STD	1 Nos	5	
7	TROMMEL 100 MM	3MX1M	1 Nos	5	1
8	Area Required for Vehicle Movement and Monitoring			100	1 Incharge
9	Area Required for Storage of Dry recyclable Waste (Provision for Storage of atleast 1 Month)			100	
10	Area Required for Storage of Inert (Provision for Storage of atleast 1 week)			20	
11	Area for temporary storage of Wet Waste with 2 Days holding capacity			30	
12	Open Space for temporary vehicle parking including boundary wall			100	
	Total			450	8.0
	Total Shed Area			350	

Material Recovery Facility With Manual Pre-Sorting Section (15-20 TPD) to be established by the contractor					
Sr. No	Item Description	Sizes	Quantity	Area Required in (Sq.m)	Manpower Required
	Unloading & Loading Platform (RCC)	6MX2.5M	2	30	1
<u>PRESORTING SECTION</u>					
1	Tipping Shed	6MX3MX1M	1 Nos	18	1
2	Manual SORTING platform CUM REJECT platform WITH BOTH SIDE SORTING PLATFORM 1000 MM	10MX1M	1 Nos	12	4
3	Area Required for Movement and Monitoring			75	1
4	Area Required for Storage of Dry recyclable Waste (Provision for Storage of atleast 1 Month)			75	
5	Area Required for Storage of Inert (Provision for Storage of atleast 1 week of inerts)			15	
6	Area for temporary storage of Wet Waste with 2 Days holding capacity			25	
7	Open Space for temporary vehicle parking including boundary wall			75	
	Total			325	7.0
	Total Shed Area			250	

Material Recovery Facility With Manual Pre-Sorting Section (10-15 TPD) to be established by the contractor

Sr. No	Item Description	Sizes	Quantity	Area Required in (Sq.m)	Manpower Required
	Unloading & Loading Platform (RCC)	6MX2.5M	2	30	1
<u>PRESORTING SECTION</u>					
1	Tipping Shed	5MX3MX1M	1 Nos	15	1
2	Manual SORTING platform CUM REJECT platform WITH BOTH SIDE SORTING PLATEFORM 1000 MM	8MX1M	1 Nos	10	3
3	Area Required for Movement and Monitoring			60	1
4	Area Required for Storage of Dry recyclable Waste (Provision for Storage of atleast 1 Month)			60	
5	Area Required for Storage of Inert (Provision for Storage of atleast 1 week of inerts)			15	
6	Area for temporary storage of Wet Waste with 2 Days holding capacity			20	
7	Open Space for temporary vehicle parking including boundary wall			60	6
	Total			270	
	Total Shed Area			210	

Material Recovery Facility With Manual Pre-Sorting Section (5-10 TPD) to be established by the contractor					
Sr. No	Item Description	Sizes	Quantity	Area Required in (Sq.m)	Manpower Required
	Unloading & Loading Platform (RC)	6MX2.5M	2	30	1
<u>PRESORTING SECTION</u>					
1	Tipping Shed	4MX2MX1M	1 Nos	8	1
2	Manual SORTING platform CUM REJECT platform WITH BOTH SIDE SORTING PLATEFORM 1000 MM	8MX0.8M	1 Nos	7	2
3	Area Required for Movement and Monitoring			50	1 Incharge
4	Area Required for Storage of Dry recyclable Waste (Provision for Storage of atleast 1 Month)			50	
5	Area Required for Storage of Inert (Provision for Storage of atleast 1 week of inerts)			10	
6	Area for temporary storage of Wet Waste with 2 Days holding capacity			20	
7	Open Space for temporary vehicle parking including boundary wall			50	5.0
	Total			225	
	Total Shed Area			175	