

**MUNICIPAL CORPORATION, AMBIKAPUR
DISTT. SURGUJA (C.G.)**

REQUEST FOR PROPOSAL

FOR

**Selection of Agency for setting up 25 TPD Bio-methanation plant
(Establishment and Comprehensive Operation and Maintenance
(O&M)) for Ambikapur Municipal Corporation using Wet/ Organic
Waste through Public Private Partnership (PPP)**

2017

Commissioner

Municipal Corporation, Ambikapur, Administrative building, Kedarpur, Ambikapur,
Distt. Surguja, Chhattisgarh PIN - 497001

Web site: www.nagarnigamambikapur.co.in, E-mail: nagarnigamambikapur@gmail.com

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MUNICIPAL CORPORATION, AMBIKAPUR

Administrative Building, Kedarpur, Ambikapur, District –Surguja

Phone 7774-236396, Fax 7774-236393 E-mail:- nagarnigamambikapur@gmail.com

F.No./Bio Meth./AMC./2017-18/960

Ambikapur Dated 19/06/2017

Notice Inviting Request for Proposal

Bids are hereby invited on behalf of Municipal Corporation Ambikapur (AMC), Ambikapur, Chhattisgarh, from eligible entities for the work mentioned below:-

Name of work	Bid Security	RFP Document Fee
01	02	03
Selection of Agency for setting up 25 TPD Bio-methanation plant (Establishment and Comprehensive Operation and Maintenance (O&M)) for Ambikapur Municipal Corporation using Wet/ Organic Waste through Public Private Partnership (PPP)	Rs. 5,00,000/-	Rs 10,000/-

1. RFP documents can be seen on the website <http://eproc.cgstate.gov.in>, <http://uad.cg.gov.in> and <http://nagarnigamambikapur.co.in> and downloaded from the said portal.
2. RFP document can be obtained between 10.30 hrs and 17.30 hrs. on all working days on payment of a fee of Rs. 10,000/- (Rupees Ten thousand only) in the form of a demand draft or banker's cheque drawn on any Scheduled Commercial Banks in India in favour of Commissioner, Municipal Corporation Ambikapur payable at Ambikapur, Chhattisgarh.
3. The RFP can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
4. In order to participate in the tenders floated using the e-Procurement System, all the bidders are required to get enrolled on the e-Procurement portal.
5. The Bidders intending to participate in this Tender are required to get enrolled on the above mentioned website. Enrolment on the above mentioned Portal is mandatory. As the online Bids are required to be digitally signed, Bidders are required to obtain Class – II Digital Signature Certificates (DSCs). The Bidders may contact M/s Mjunction Service Ltd., on helpdesk Toll free number 18002582502 or through Email ID– helpdesk.eproc@cgswan.gov.in or they may contact to Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech and Biotech Promotion Society (CHIPS) on Tel. No. 0771-4014158 or email- pro-chips@nic.in
6. The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. The registered bidders may obtain information required to issuance of Digital Certificate from **e-Procurement system Help Desk, Toll Free No. 18002582502** or through Email ID helpdesk.eproc@cgswan.gov.in

7. For submitting the bids online, the bidders are required to make online payment using the electronic payments gateway service Bid Submission Fee as mentioned above the different modes of electronic payments accepted on the e-Procurement System is available and can be viewed online on the e-Procurement Website.
8. **Pre-bid Meeting** shall be held in the office of the Commissioner Municipal Corporation, Ambikapur (Data Center) on Dated **05/07/2017** at **11.30 AM**. The bidders shall give their suggestions on conditions based on which common set of conditions shall be framed and uploaded. The bidders shall download the common set of , sign and upload the scanned copy of the signed document in envelope B along with their technical bid documents without which the tender shall not be opened and inevitably rejected.
9. Tender Download, Submit Bid online, EMD and other Documents and other activities will be governed by the key schedules given under “**key dates**”.
10. Physical Submission of EMD, Bid Submission Fees and technical documents (by registered Post/Speed Post only) up to Dated **24/07/2017** Time up to 17.30 PM is mandatory.
11. The Bidders has to submit (Upload Scan Copies/fill) his offer/credentials/pre qualification criteria documents online as required in the tender in the online templates in relevant envelopes.
12. The Bidders may refer Help Manual available online to perform their online activities.
13. If there is any amendment in the tender it will be published online only.
14. Income tax clearance certificate, commercial tax clearance certificate must be submitted along with tender documents accordingly.
15. further information regarding this tender will be available only in the website <https://eproc.cgstate.gov.in>, <http://uad.cg.gov.in>, <http://nagarnigamambikapur.co.in> and email- amrutambikapur@gmail.com

Commissioner
Municipal Corporation Ambikapur
Ambikapur, Chhattisgarh

Disclaimer

1. The information contained in this 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 AMC 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 AMC 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 AMC 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 AMC, 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. AMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. The AMC, 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 AMC 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.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the AMC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the AMC 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 Proposal, 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 here in. The words and expressions beginning with capital letters but not defined herein, but defined in the Concession Agreement, shall, unless repugnant to the context, have the meaning ascribed there to 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 Chhattisgarh, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of the Concession Agreement
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 Concession Agreement
Concession Agreement	Shall mean the agreement to be executed by the SPV 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
Concession Period	Shall mean the period of <u>Fifteen (15) years</u> , commencing from the date on which the condition precedent obligations are fulfilled in accordance with the terms of the Concession Agreement.
Concessionaire	Shall mean the SPV incorporated by the Selected Bidder to implement the Project and sign the Concession Agreement with the ULB.
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
Project	Shall mean the design, financing, construction, operation and maintenance of the 25 TPD Bio-Methanation Plant for processing the organic and wet waste generated by Waste Generators of ULB area, (ULB shall collect & transport the waste and make it available at Plant site), to be undertaken as per terms and conditions of the Concession Agreement
Selected Bidder	Shall mean the Bidder that has been issued the Letter of Award by the AMC for the Project
SPV or Special Purpose Vehicle	Shall mean the company under the Companies Act, 2013, incorporated by the Selected Bidder for discharging its obligations with respect to the Project in terms of the Concession Agreement
SWM Rules	Shall mean the Solid Waste Management Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986), as amended from time to time.
ULB	Shall mean the <u>Municipal Corporation Ambikapur, State of Chhattisgarh (AMC)</u>
Waste Generator	Shall mean persons or establishments generating MSW within the jurisdiction of the ULB

1. Introduction

1.1 Project Background

1.1.1. The Municipal Corporation Ambikapur, of the State of Chhattisgarh, (the “**AMC**”) has initiated the bidding process for identification and selection private party (the “**Bidder**”) for setting up 25 TPD Bio-methanation plant (Establishment and Comprehensive Operation and Maintenance (O&M)) for Ambikapur Municipal Corporation using Wet/ Organic Waste through Public Private Partnership (PPP) for processing the Organic Waste generated by Waste Generators of ULB area, Ambikapur (ULB will collect & transport the waste and make it available at Plant site) (hereinafter referred to as “**Project**”) subject to and in accordance with terms of the Concession Agreement.

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

Name of The Project	Estimated Project Cost (INR)	Capacity in TPD
01	02	03
Selection of Agency for setting up of 25 TPD Bio-methanation plant (Establishment and Comprehensive Operation and Maintenance (O&M)) for Ambikapur Municipal Corporation using Wet/ Organic Waste through Public Private Partnership (PPP)	4.90 Cr	25

1.1.3 The Selected Bidder would be required to provide the under mentioned Project related services including interalia the following:

- Setting up 25 TPD Bio-methanation plant (Establishment and Comprehensive Operation and Maintenance (O&M)) for Ambikapur Municipal Corporation using Wet/ Organic Waste through Public Private Partnership (PPP) and Undertake operation & maintenance activities for a period of 15 years including successful commissioning of the project
- To produce Biogas from wet / organic waste by setting up Bio methanation Plant. Waste shall be provided by Ambikapur Municipal Corporation.
- Ensure that Bio-methanation facility will comply with SWM Rules 2016, NGT Guidelines and emission and discharge norms of State Pollution Control Board Chhattisgarh

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

1.2 General Information

- 1.2.1 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or AMC's right to amend, alter, change, supplement or clarify the scope of Project, the concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the AMC.
- 1.2.2 The Selected Bidder shall be required to incorporate a company under the Companies Act, 2013 (the "SPV"), which shall undertake obligations with respect to the Project and execute the Concession Agreement with ULB (the "Concession Agreement").

2. Brief description of Bidding Process

2.1 General

- 2.1.1 Bidders shall be required to examine the Project in greater detail, and carry out, at their cost, such studies before submitting their respective Proposal for award of the Project.
- 2.1.2 All the Bids are to be submitted in accordance with terms of this RFP.
- 2.1.3 The Bidders will 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 AMC 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 AMC's team in the Project Area(s).
- 2.1.5 Any queries or request for additional information concerning this RFP shall be submitted through email on Email ID mentioned in this RFP document. Bidders are advised to be specific and pose clause wise queries in an unambiguous manner. AMC reserves the right not to respond to vague and frivolous queries.

The subject of the email shall mention the following:

Name of Work: Selection of Agency for setting up 25 TPD Bio-methanation plant (Establishment and Comprehensive Operation and Maintenance (O&M)) for Ambikapur Municipal Corporation using Wet/ Organic Waste through Public Private Partnership (PPP)

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

S. No.	Particulars	Details		
1.	Organization			
2.	Name & Designation of point of contact			
3.	Contact No. & Email ID			
4.	Query			
S.No.	Clause No.	Page No.	Query	Suggestion

2.2 Schedule of Bidding Process

2.2.1 AMC would endeavour to adhere to the following schedule:

Event Description	Days
Notice of Inviting Tender	19.06.2017
Pre-bid Meeting	05.07.2017
Reply to Pre-bid meeting Queries	10.07.2017
Last date of Submission of Proposal (Proposal due date, PDD)	19.07.2017
Physical submission of RFP document	24.07.2017
Opening of Technical Proposal	25.07.2017
Evaluation of Technical Proposal	28.07.2017
Opening of Financial Proposal	31.07.2017
Date of Award of work	Y
Submission of Detailed Project Report	Y + 90 (Z)
Commercial Operations Date	Z + 270

- 2.2.2 The pre-bid meeting will be held on 05.07.2017 in the office of Municipal Corporation, Ambikapur (Date Center) Chhattisgarh at 11.30 AM Hours.
- 2.2.3 Any queries relating to Bid document should be given in favour of Commissioner, Municipal Corporation Ambikapur, Chhattisgarh until the pre-bid meeting.
- 2.2.4 Duly filled proposals must be delivered through registered post/Speed post only at Commissioner, Municipal Corporation Ambikapur, Chhattisgarh and reach by 24.07.2017 by 5:30 pm.
- 2.2.5 The date and time will be binding on all the Bidders. The Bidders are required to the specified timelines in relation to their participation in the RFP.

2.3 Instructions to Bidders

2.3.1 Number of Proposals and costs thereof:-

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

2.3.2 Submission of RFP Document Fees:

RFP document can be obtained between 10.30 hrs. to 17.30 hrs. on all working days on payment of a fee of Rs. 10,000/- (Rupees five thousand only) in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India in favour of Commissioner, Municipal Corporation Ambikapur, Ambikapur, Chhattisgarh and payable at Ambikapur, Chhattisgarh.

Bid document is also available at the website <http://eproc.cgstate.gov.in>, <http://uad.cg.gov.in> and <http://nagarnigamambikapur.co.in>. Interested parties may download the bid documents from the website and submit their offer. Bidders submitting the bid after downloading from the website shall have to furnish the fees amounting to Rs. 10000/- (Rupees Ten thousand only) along with bid documents.

2.3.3 Right to accept and to reject any or all Proposals

- (i) Notwithstanding anything contained in this RFP, the AMC 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) AMC 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 AMC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the AMC thereunder.
- (iii) AMC reserves the right to reject any Proposal and appropriate the Bid Security if in case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution or during the period of subsistence of the Concession Agreement that:
 - a. The Bidder has made a material misrepresentation or has furnished any materially incorrect or false information, or
 - b. The Bidder does not provide, within the time specified by the AMC, the supplemental information sought by the AMC for evaluation of the Proposal
- (iv) Any misrepresentation or furnishing an / improper response shall lead to disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. The Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Award (“LoA”) or entering into of the Concession Agreement, and if the Bidder has already been issued the LoA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in the RFP, be liable to be terminated, by a communication in writing by the ULB to the Bidder, without the AMC being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the AMC shall forfeit and appropriate the Bid Security or Performance Security, 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.

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

2.3.4 Other Instructions

- (i) The Financial Bid has to mandatorily be submitted in accordance with the terms of this RFP.
- (ii) Technical Bid Documents and Bid Security should be put in two separate sealed envelopes and the sealed envelopes put in outer envelope together with the enclosed documents shall be sealed and delivered to this office before the date and time mentioned in the RFP.
- (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 two envelope system.
- (iv) The Bids which are not accompanied by the Bid Security or do not strictly follow the requirements set out in the Bidding Documents, are liable to be rejected summarily.
- (v) Proposals/Tenders / quotations which are subjective or dependent upon the quotations of another bidder shall be summarily rejected.
- (vi) The Proposals/tenders of the bidders which do not satisfy the qualification requirements in the Bid Documents 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.

2.4 Amendment of RFP

- 2.4.1 At any time prior to the deadline for submission of Proposals, the AMC 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. The addendum/corrigendum shall be published online only on the website of Ambikapur Municipal Corporation and will not be published in any print media.
- 2.4.2 In order to provide the Bidders a reasonable time for taking an addendum or corrigendum into account, or for any other reason, the AMC may, in its sole discretion, extend the Proposal Due Date.

2.5 Preparation and Submission of Proposal

- 2.5.1 Language and Currency
 - 2.5.1.1 The Proposal and all related correspondence and documents shall be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal 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 Proposal, the English language translation shall prevail.
 - 2.5.1.2 The currency for the purpose of the Proposal shall be Indian Rupee (INR).
- 2.5.2 Validity of Proposal
 - 2.5.2.1 The Proposal shall indicate that it would remain valid for a period 120 days from the Proposal Due Date (Proposal Validity Period). The AMC reserves the right to reject any Proposal that does not meet this requirement.
 - 2.5.2.2 Prior to expiry of the original Proposal Validity Period, the AMC 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 Proposal, but would be required to extend the validity of its Bid Security for the period of extension
- 2.5.3 Submission of Proposal
 - 2.5.3.1 The bidder needs to submit technical and financial proposals online and a hard copy of the technical proposal needs to be submitted to AMC.

2.6 Bid Security

- 2.6.1 The Bidder will be required to deposit, along with the Proposal, a Bid Security of INR 500000/- in the form of a FDR from a Scheduled Commercial Bank in India, in favour of Commissioner Municipal Corporation Ambikapur. 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 Proposal shall be summarily rejected if it is not accompanied by the Bid Security.
- 2.6.2 The Bid Security shall be valid at least for the duration of the Proposal Validity Period. The Bid Security would be required to be extended if so required by the AMC.
- 2.6.3 The Bid Security shall be returned to unsuccessful Bidder(s) within a period of thirty (30) days from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner stipulated in the Concession Agreement.
- 2.6.4 The Bid Security shall be forfeited in the following cases:
 - 2.6.4.1 If the Bidder fails to meet the requirements set out in Clause 2.6.1 or any other provision of the RFP;
 - 2.6.4.2 If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
 - 2.6.4.3 If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided under the Concession Agreement and/or LOA by the ULB.
 - 2.6.4.4 If the Highest Bidder fails to sign the Concession Agreement for any reason.
 - 2.6.4.5 A Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP

2.6.4.6 For grounds provided in the Bid Security

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

2.7 Correspondence

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

ATTN. OF:

Commissioner
Municipal Corporation Ambikapur,
Administrative Building, Kedarpur,
Ambikapur, District Sarguja,
Chhattisgarh,
Pin code - 497001
Ph. 07774 236396, Fax. 07774 236393,
Email: nagarnigamambikapur@gmail.com

No interpretation, revision, or other communication from the AMC regarding this solicitation shall be valid unless it is in writing and is signed by the Authorized signatory of the AMC. The AMC will upload on the website <http://www.uad.cg.gov.in> and <http://nagarnigamambikapur.co.in> copies of AMC's responses, including a description of the enquiry.

2.8 Format and Signing of Proposal

2.8.1 Bidder(s) would provide all the information as per this RFP Document and in the specified formats. The AMC reserves the right to reject any Proposal that is not in the specified formats.

2.8.2 The RFP shall be submitted by the bidder in the following two separate envelopes:

- i. Document Fees in form of Demand Draft and Bid Security in form of FDR in - **Envelope '1'**
- ii. All the documents in support of eligibility criteria and Technical Bid - **Envelope '2'**

The envelopes '1' and '2' shall be sealed in separate envelope and kept in a big outer envelope, which shall also be sealed. In the first instance, the Envelope – '1' 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 'Envelop 2' will be opened only for those bidder who have submitted both the fees required in 'Envelop 1'.

Envelope '1' – Documentation Fees and Bid Security

The envelop shall contain document fees in the form of demand draft and bid security in the form of FDR

Envelope '2' - Eligibility criteria and Technical Bid Envelope

The Technical Envelope shall contain the original documents / information and copies of the Documents / Certificates as required to be submitted supporting eligibility criteria and technical bid as per the RFP. The bid documents must have page number. The Bidder shall submit the copies of the Technical Bid Documents in a separate Envelope within the Outer Envelope marking it as "COPY".

2.8.3 Technical Proposal would include following document submission of:

- a) Document as per checklist **ANNEXURE 1 (Form 1)**
- b) Summary of information pertaining to bidder as per **ANNEXURE 1 (Form 2)**
- c) Letter of Proposal per **ANNEXURE 1 (Form 3)**
- d) Format of Annual Turnover/ Net-worth as per **ANNEXURE 1 (Form 4)**
- e) Letter of authority as per **ANNEXURE 1 (Form 5)**
- f) Details of past experience of the bidder as per **ANNEXURE 1 (Form 6)**
- g) Bid form as per **ANNEXURE 1 (Form 7)**
- h) Approach and Methodology as per **ANNEXURE 1 (Form 8)**
- i) Comments / Modification suggested on Concession Agreement **ANNEXURE 1 (Form 9)**
- j) Other documents as per **ANNEXURE 1 (Form 10)**
- k) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at **ANNEXURE 1 (Form 11)**
- l) Copy of the Joint Bidding Agreement, in case of joint bidding, should be attached to the Proposal as per **APPENDIX 1**

2.8.4 Financial Proposal is to be submitted online:

Financial Proposal shall be made indicating (INR) support payment (positive / negative) per cubic meter of Bio gas for executing the scope of project.

2.8.5 Envelopes should be sealed and stamped in a single envelope, earmarked with "Selection of Agency for setting up 25 TPD Bio-methanation plant (Establishment and Comprehensive Operation and Maintenance (O&M)) for Ambikapur Municipal Corporation using Wet/ Organic Waste through Public Private Partnership (PPP)."

2.8.6 The envelope shall be addressed to:

Commissioner
Municipal Corporation Ambikapur,
Administrative Building, Kedarpur,
Ambikapur, District Sarguja,
Chhattisgarh, Pin code - 497001
Ph. 07774 236396, Fax. 07774 236393,
Email: nagarnigamambikapur@gmail.com

2.9 Proposal Due Date

- 2.9.1 Physical proposals should be submitted on or before 24.07.2017 17.30 PM hours IST on the Proposal Due Date mentioned in the Schedule of Bidding Process, to the address provided in Clause 2.8.6 in the manner and form as detailed in this RFP Document. Applications submitted by either facsimile transmission or telex will not be acceptable.
- 2.9.2 The AMC, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum.

2.10 Late Proposals

Any Proposal received after 24.07.2017 17.30 PM hours IST on the Proposal Due Date will be returned unopened to the authorised representative of the bidder by hand only.

2.11 Modification and Withdrawal of Proposals

The Bidders are allowed to modify or withdraw the proposals only prior to Proposal Due Date; and not after that.

2.12 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 AMC will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. The AMC 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.

2.13 Clarifications

To assist in the process of evaluation of Proposals, the AMC may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

2.14 Proprietary data

All documents and other information supplied by the AMC or submitted by the Bidder to the AMC shall remain or become the property of the AMC. 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 Proposal. The AMC will not return any Proposal or any information provided.

2.15 Correspondence with the Bidder

The AMC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal.

2.16 Eligibility of Bidder

2.16.1 Basic pre-qualification criteria:

- 2.16.1.1 The Bidder for pre-qualification may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another consortium. The term Bidder used herein would apply to both a single entity and a Consortium.
- 2.16.1.2 Total number of members in a Consortium shall not exceed two (2). A Consortium shall be eligible for consideration subject to condition set out in RFP
- 2.16.1.3 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, Ambikapur Municipal Corporation, 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 Ambikapur Municipal Corporation, under the Bidding Documents or otherwise. Determining the Conflict of Interest shall be the prerogative of Ambikapur Municipal Corporation,

2.16.1.4 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 Ambikapur Municipal Corporation, 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 AMC in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 5 (five) years from the date of commercial operation of the Project.
- g. Any entity which has been barred/ blacklisted by the Central/ State Government, or an entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid (even if the litigation is pending on the same dispute (barred / blacklisted) under the jurisdiction / arbitration/ laws), would not be eligible to submit a Bid, either individually or as member of a Consortium.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) 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.

2.17 Technical Pre Qualification Requirement

- 2.17.1 Eligible bidder shall have minimum 5 years of experience in project execution including supply, installation, commissioning, testing and O&M of bio-methanation plant , past experience in project execution of at least two 15 TPD bio methanation plant including supply, installation, commissioning, testing and O&M.
- 2.17.2 Type of Anaerobic process – Continuous Process

2.18 Financial Pre – Qualification Requirement

- 2.18.1 The bidder shall have net worth of at least 3.0 crore in last financial year.

2.19 Other Documents

- 2.19.1 The Bidder shall enclose with its application, to be submitted as per the format mentioned in 2.8.3, complete with its Appendices and Annexes, the following:
 - i. Certificate(s)/ agreement(s)/ duly executed work order(s) from its concerned client(s) in support of above work undertaken and executed, clearly stating quantities collected /transported /installed capacities of the processing plant designed, operated and maintained/installed capacities of landfill deigned, operated and maintained.
- 2.19.2 The Bidder should submit a Letter of Authority as per the format at Form 3, authorizing the signatory of the Proposal to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Form 10.
- 2.19.3 Where the Selected Bidder is a single entity, it shall be mandatory to incorporate a company under the Indian Companies Act, 2013as a Special Purpose Vehicle (“**SPV**”) to implement the Project. The Selected Bidder shall hold at least 51% of the paid up equity share capital of the SPV until expiry of concession period under the Concession Agreement. The SPV shall be required to execute the Concession Agreement with the ULBs for implementing the Project.
- 2.19.4 In case the Selected Bidder is a Consortium, it shall, in addition to incorporating the SPV, comply with the following additional requirements:
 - a) Number of members in a consortium shall not exceed 2(two).
 - b) Subject to the provisions of sub-clause (a) above, the Proposal shall contain the corporate information of each member of the Consortium;

- c) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 51% (fifty one percent) of the paid up equity capital of the SPV until expiry of concession period under the Concession Agreement. The nomination(s) as Lead Member shall be supported by issuance of a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- d) The Proposal should include a brief description of the roles and responsibilities of individual members of the Consortium, particularly with reference to financial, technical and operation and maintenance (O&M) obligations;
- e) A copy of the Joint Bidding Agreement should be attached to the Proposal(as per format provided in Appendix 1)
- f) SPV incorporated by the Selected Bidder shall be used for implementing the Project only and on completion of the Project shall be wound up.
- g) The Selected Bidder will have to provide SPVs Audited Account Report with the Ambikapur Municipal Corporation.
- h) The Selected Bidder shall maintain books of accounts in accordance with, Applicable Laws and provisions of the Concession Agreement.

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

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

2.20 Change in composition of the Consortium

By submitting the Proposal, the Bidder shall be deemed to have acknowledged that it meets the qualification criteria set out under this RFP. The Bidder further acknowledges and undertakes that in case it is declared as the Selected Bidder by the AMC, the Lead Member of consortium shall continue to hold an equity share holding of at least 51% (fifty one percent) of the paid up equity share capital of the SPV until expiry of concession period under the Concession Agreement.

Only in exceptional circumstances such as insolvency or permanent and irreversible closure of operations of any consortium member, shall the AMC allow change in the members of any consortium, if so requested in writing prior to 15 days before the Proposal Due Date. In such event, in no circumstance, shall the lead member be allowed to leave the Project midway i.e. before completion of the Concession Period under the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause shall apply only when the Bidder is a Consortium.

3. Criteria for Evaluation

3.1 Tests of responsiveness

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

3.2 Proposal Evaluation

- 3.2.1 The Bidders who score more than 70 Marks out of 100 shall be eligible for opening of their Financial Proposal. The Bidder quoting lowest Rate will be considered for award of work.

S. No.	Qualification Criteria	Max. Marks 100	Document Required
1	More than or equal to 5 years of experience in project execution including supply, installation, commissioning, testing and O&M of bio-methanation plant	10	Bidder to submit relevant documents on registration of Company with identified focus areas
2	Past Experience in project execution of one or more 25 TPD Bio-methanation plant or two or more 15 TPD including supply, installation, commissioning, testing and O&M of bio-methanation plant	25	Refer to NIT and Form - 5
3	Net worth More than or equal to 3.0 crore (Last financial year i.e. 2015-16 as per audited balance sheet)	10	Annual reports containing audited
4	Raw Biogas Generation potential by processing 25 TPD MSW Equal to or more than 1500 cu.m per day	30	Process details and existing plant data
5	Approach and methodology (to be submitted with Technical proposal)	15	Refer Form 8
6	Presentation	10	

3.2.2 The Technical Proposal must include an undertaking by the bidder (all the bidders in case of Joint Venture) stating that none of the bidder proposed in the present proposal have been black listed for poor/unsatisfactory performance from any project during the last three years. The undertaking must be a separate document and forms an indispensable part of the Technical Proposal.

3.3 Financial evaluation:-

3.3.1 Financial Proposal of short-listed Bidders who qualify after evaluation of Technical Proposal shall be opened in the presence of the representatives of shortlisted Bidders, who choose to attend. The Financial Bid of the shortlisted Bidders shall be read out and recorded. Bidder quoting the least bid variable amount shall be considered for award of work.

S. No.	Bid Variable	Cost (INR)	Cost (in words)
(a)	Support payment* per cubic meter of raw biogas generation		

* **Note:** Support payment can be quoted positive as well as negative by the bidder

3.4 Financial Assistance Under Swachh Bharat Mission Guidelines: -

- 3.4.1 Grant from Gol – 35% of project cost subject to maximum of 1.715 Cr.
- 3.4.2 Grant from GoCG – 1/3 of (Grant from Gol) subject to a maximum of 0.57 Cr
- 3.4.3 This payment will be done to developer in three Tranche as mentioned below:-
 - 3.4.3.1 1st tranche (25%) of total grant to be disbursed after submitting valid proof of 50% of the capital investment
 - 3.4.3.2 2nd tranche (25%) of total grant to be disbursed on COD
 - 3.4.3.3 3rd tranche (50%) of total grant to be disbursed on successful operations of Bio-methanation plant for 6 months

3.5 Indicative Sources of revenue for the developer:-

- 3.5.1 VGF Grant provided by the government.
- 3.5.2 Support payment by ULB for each cubic meter of bio-gas gas generated. (Bid Variable)
- 3.5.3 Sale of compost by the developer.
- 3.5.4 Sale of bio-gas and bio-gas products by the developer

3.6 Service tax or any other applicable Tax

Service Tax or any other applicable Tax if applicable shall be paid by the project developer.

3.7 In the event that two or more qualified Bidders quote the same bid variable, then AMC reserves the right either to:-

- i. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process

3.8 In the event the bidder quoting the lowest bid variable (Selected Bidder) withdraws or is not selected for any reason in the first instance, the Authority will invite fresh bid.

3.9 Financial information for purposes of evaluation

The Proposal 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 Proposal 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.

3.10 Notification and Issue of Letter of Award

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

4. Fraud and Corrupt Practices

The Applicants participating in the bidding process and responding to the RFP and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the AMC 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.

Without prejudice to the rights of the AMC under the RFP herein above, if an Applicant is found by the AMC 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 AMC during a period of 2 (two) years from the date such Applicant is found by the AMC 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 AMC/ 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 Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the AMC/ 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 Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the AMC/ 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 AMC/ 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 meeting

A Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. During the course of Pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the AMC. The AMC 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 High court of Chhattisgarh shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

The AMC, 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 AMC 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 Proposal, the Bidder agrees that the AMC, 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

7. TERM OF REFERNCES - 25 TPD BIO- METHANATION PLANT

7.1 SCOPE OF THE PROJECT :

7.1.1 Setting up 25 TPD Bio-methanation plant (**Supply, Installation, Commissioning Comprehensive Operation and Maintenance (O&M)**) for Ambikapur Municipal Corporation using Wet/ Organic Waste through Public Private Partnership model

7.1.2 It is proposed to set up Bio-methanation plant of 25 TPD capacity to treat the wet / organic waste. The required land for the implementation of this plant will be provided by – Ambikapur Municipal Corporation.

7.1.3 The Key objective of the project is to:

- Minimize land requirement to manage and process the Municipal Solid Waste (MSW).
- Concessionaire will Design, Finance, undertake civil work, supply, install, test, commission and operate & maintain bio-methanation plant at the identified site in Ambikapur.
- Undertake operation & maintenance activities for a period of 15 years including successful commissioning of the project
- To produce Biogas from wet / organic waste provided by ULB.

7.1.4 The plant should have installed capacity to process 25 tons of Wet / Organic waste per day

- 7.1.5 Ambikapur Municipal Corporation will provide segregated wet / organic waste to the concessionaire at the plant site. Only biodegradable/ Organic waste will be used for generation of Biogas and bio-fertilizer
- 7.1.6 The concessionaire shall have the right to reject and handover non-biodegradable/excluded wastes if found during inspection of segregated waste supplied by ULB. A 3 member committee will be constituted by collector Ambikapur, consisting one member each from concessionaire, AMC and district administration, this committee will be assigned to oversee the issues regarding the rejection of waste. The member of district administration would be the chairperson of the committee. Their decision shall be final in this matter and both the concessionaire and ULB have to abide by the same, in case of dissatisfaction with the decision, both concessionaire and ULB can approach Collector, Ambikapur, and he will be final decision making authority in the regard. Such rejected waste will be transported back by ULB.
- 7.1.7 Biodegradable waste will be fed into the process. The concessionaire shall have to provide adequate skilled/ semi-skilled manpower for the processing and supervision work on a day-to day basis. The treatment process to be as followed, is proposed as under:
 - 7.1.8 Pre-treatment / Sorting of the waste and slurry formation (as required for processing)
 - 7.1.9 Proper arrangement of feeding the processed waste / slurry into bio digester with minimum manual handling
 - 7.1.10 Provide adequate retention time as per the applied technology for anaerobic digestion of wet/ organic waste
 - 7.1.11 Storage, Scrubbing and purification of Bio gas produced
 - 7.1.12 At the process completion stage, collection of the produced Biogas at a Gas storage unit
 - 7.1.13 By-product from the process is organic manure that can be used as a soil enricher / improviser.
 - 7.1.14 Processing rejects and inert will be transported to disposal site/ landfill by concessionaire.

7.2 Project Requirement

7.2.1 Project outlay:

- 7.2.1.1 The designing and planning of project shall be based on site visit undertaken by the concessionaire.
- 7.2.1.2 The plant shall be designed to handle 25 TPD of segregated wet waste/ organic waste and convert it into bio-gas and manure; the concessionaire should cater for 3 days waste storage capacity at the inlet and 3 days storage capacity for slurry at the outlet.
- 7.2.1.3 Project planning and design to be carried out accordingly.
- 7.2.1.4 Preparation of detailed layout / plan after undertaking the following:
 - Identifying area for installation of plant, including undertaking civil construction and site for receipt of materials.
 - The construction shall be done by the concessionaire to meet the standards and norms.
- 7.2.1.5 Concessionaire to submit detailed activity schedule / project execution plan with time frame following issue of Work Order.
- 7.2.1.6 The detailed site plan, installation plan and structural drawings need to be approved by ULB before commencement of work.
- 7.2.2 Measure of quality of biogas: For the measure of biogas, the concessionaire shall install the Raw Biogas flow meter of one of the following make:
 - E & H
 - Rose Mount
 - Forbes Marshall
 - Forbes

- 7.2.2.1 This meter has to be placed in lock and key environment, the keys for which shall be with ULB, also an additional meter has to be installed to take reading if the main meter gets damaged/defective. The installed meter will be calibrated as per the specification mentioned by manufacturer to avoid any fault in quantification of gas.
- 7.2.3 Anaerobic Digester: Notwithstanding the technology used the digester should have a capacity of 2000 cum, also provision for maintain temperature and sufficient agitation should be provided.
- 7.2.4 Purification Unit: Purification unit should conform to Gas Cylinder Rule 2016.
 - 7.2.4.1 All electrical and instrument parts should be flame proof and should have explosion proof design as per Atex standards.
 - 7.2.4.2 Purification unit should have facility for online monitoring of CO₂, CH₄, H₂S and moisture.
 - 7.2.4.3 Petroleum and Explosive Safety Organization (PESO) approval will be the responsibility of the concessionaire.
- 7.2.5 Compressor: Compressor should be flame proof and shall have explosive proof design as per Atex standard.
 - 7.2.5.1 It should have Copper Safety Release valve as per Indian Standard / Applicable Safety Standard
 - 7.2.5.2 Outlet gas temperature i.e ΔT should be less than 20°C
 - 7.2.5.3 Noise level at 1 meter distance should be as per DIM 45635 rules
- 7.2.6 Cascade Cylinder: The cascade cylinder chosen by concessionaire should have capacity to hold at least 2 days gas generation in cylinder
- 7.2.7 The number of cascade to be decided by bidder based on their assessment to meet the requirement of Ambikapur
- 7.2.8 All the equipment used in the process must be in compliance with Indian Standard
- 7.2.9 Concessionaire will ensure safety of personnel's and equipment at all the time during the concession period

7.3 Installation, Testing and commissioning of complete project

- 7.3.1 The land shall be provided to the concessionaire by ULB. Single point water and electrical connections shall be provided by AMC at their cost. Further extension of the same and payment of monthly charges as per the usage would be the responsibility of the project concessionaire.
- 7.3.2 Ambikapur Municipal Corporation will provide land for execution of this project. The land has already been earmarked by AMC and same can be seen by bidder prior to submitting the proposal.
- 7.3.3 It shall be the responsibility of concessionaire to install, test and commission the entire project and the components thereof, as per direction and to the satisfaction of AMC.
- 7.3.4 Installation and commissioning of all components of the project shall be done by trained personnel only.
- 7.3.5 Concessionaire shall obtain all necessary Consent/Approvals from relevant departments for the plant's commissioning and operation.
- 7.3.6 For obtaining the requisite approvals AMC shall extend the required support.
- 7.3.7 Provide adequate water supply facilities and firefighting equipment's during plant commissioning.

7.4 Plant's Operations and Maintenance

- 7.4.1 To ensure smooth functioning of the plant, the concessionaire is required to operate and maintain the entire plant under O&M contract for a period of 15 years.
- 7.4.2 ULB shall supply wet waste to concessionaire at no cost. The minimum assured waste to be supplied by ULB will be 20TPD.
- 7.4.3 The concessionaire shall have right of refusal to reject the waste supplied by ULB at the plant site if the waste is not properly segregated and / or if it comprises of any waste not covered under SWM Rules 2016/ excluded waste.

- 7.4.4 Provide other infrastructure as required for the plant operation like weighing scale for measurement of waste. Concessionaire will pay electricity bills, water bills as per the usage, consent fees, other statutory fee required for operation of the plant.
- 7.4.5 The overflow / leachate should be properly collected from all locations, diluted and used for green peripheral area and rest to be properly disposed after required treatment. Entire process including overflow / leachate reuse and disposal to meet prevalent norms of the Pollution Control Board.
- 7.4.6 The concessionaire shall be solely responsible for the any death / injury to any individual due to accident during execution or plant operation.
- 7.4.7 Concessionaire will be responsible for the health/life insurance of all the individuals working at site.
- 7.4.8 All the employees/ Labours working in the operation and maintenance shall be covered under PF, ESI, in compliance with the applicable Labour law and shall be provided with uniform and identity card.
- 7.4.9 All personal protective equipment's and safety materials shall be provided by the concessionaire.
- 7.4.10 The concessionaire shall maintain daily record of incoming waste, biogas generated etc.
- 7.4.11 Plant premises and surrounding area is well kept and clean all the time by the concessionaire.
- 7.4.12 The residue after digestion shall be removed of solids and the liquid used back or used for green belt development.
- 7.4.13 The concessionaire shall operate and maintain the plant without attracting public complaint.
- 7.4.14 Construct the plant with required preventive measures to control the flies, pest, odour, rodent etc. and by covering the site with natural boundary and aesthetic peripheral.
- 7.4.15 The concessionaire shall comply with applicable provisions of prevailing safety laws and maintaining safety standards. The concessionaire shall develop and administer plans for safety, fire prevention and other environmental, health and safety issues on the project. The concessionaire shall bear entire responsibility for scope, detail, implementation, enforcement and administration of all such safety plans.
- 7.4.16 The concessionaire shall make arrangements to insure the equipment's, machineries involved in the project and also for the personnel engaged for the project.
- 7.4.17 Good Housekeeping practice shall be maintained in and around the project site over the entire contract period by the concessionaire.
- 7.4.18 The concessionaire has the obligation to treat the received waste daily. The time of receipt shall be mutually agreed between concessionaire and ULB.
- 7.4.19 Concessionaire shall ensure proper maintenance through procurement of spares and chemicals, undertaking general maintenance, etc. as per requirements.
- 7.4.20 Maximum 30 days planned shutdown is allowed without imposing penalties subject to minimum 3 days prior information / approval from ULB.
- 7.4.21 Progress report & Project review meeting:
 - 7.4.21.1 Concessionaire shall submit fortnightly progress report to ULB along with deviation, course correction records in soft and hard copies, as per format provided by ULB at the time of issue of Work Order.
 - 7.4.21.2 Quarterly progress shall be submitted to AMC.
 - 7.4.21.3 The concessionaire shall participate in project review meetings called from time to time with AMC at no extra cost.

Annexure 1

FORM 1 CHECKLIST

Bidders are requested to duly fill in the following checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data / information as called for in the Bid Document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick against the following points

Sr. No.	Particulars	Submitted (Yes/No)	Enclosed on Page No
1	Original Bid Document including Annexure, Addendum(s) (if any)		
2	Confirm that the following details have been submitted in the Technical Part:		
	a. Letter of Authority in the name of person(s) signing the bid		
	b. Bidder's declaration that they are not under any liquidation, court receivership or similar proceedings		
	c. Confirmation that bidder and/or its sub-contractor have not been banned or delisted by any Government or Quasi Government agencies of PSU		
3	Confirm that all forms are enclosed with the bid duly signed by authorized person(s)		
4	Confirm that the Financial Bid (in requisite format strictly complying with the requirements) has been duly filled.		
5	Confirm that proper page nos. have been given in a sequential way in all the documents submitted along with your offer with index.		
6	Confirm that the original EMD and RFP Document Fees (if not paid already) is attached as per format		

Sr. No.	Particulars	Submitted (Yes/No)	Enclosed on Page No
	provided in the RFP document.		
7	Confirm that any correction in the Technical Part has been initialled and stamped by an authorized person		
8	Confirm that annual reports for last three financial years & duly filled in & certified, are enclosed in the offer for financial assessment is submitted in technical bid only.		
9	Confirm that digitally signed & stamped copies of all the documents establishing the bidder's eligibility are enclosed.		
10	Confirm that pan card and service tax number copies are attached.		

FORM 2 SUMMARY OF INFORMATION PERTAINING TO BIDDER

S. No.	Particular		Detail
1	Company detail	Full legal name of bidder company	
		Country of registration	
		Registered office address	
		Telephone number	
		Fax number	
		e-mail address	
		Company registration number	
		Company PAN	
		Company service tax number	
2	Contact person detail	Name	
		Mobile number	
		Designation	
		e-mail id	
3	Power of attorney for signing of tender and contact details	Name	
		Title	
		Telephone number	
		Fax number	
		e-mail id	
		Address	
4	RFP Document Fees	Demand draft number/	
		Name of bank	
		Branch address of bank	
		Amount	
		Bank instrument	
5	Bid Security detail	Fixed Deposit Number	
		Name of bank	
		Branch address of bank	
		Amount	
		Bank instrument	

FORM 3 - FORMAT OF LETTER OF PROPOSAL

Date:

To,

**Commissioner,
Municipal Corporation Ambikapur,
Administrative Building, Kedarpur
Ambikapur, District – Surguja
Chhattisgarh**

- 1) Submit our Proposal for Request for proposal for Setting up 25 TPD Bio-methanation plant (Establishment and Comprehensive Operation and Maintenance (O&M)) for Ambikapur Municipal Corporation using Wet/ Organic Waste through Public Private Partnership model.
- 2) I/We hereby declare that we have not been placed on any black list declared by AMC, its Administrative Ministry, any other Public Sector Undertaking (PSU), any Municipal Corporation of India, local bodies, civic bodies or the State or Central Government.
- 3) I/We hereby offer to provide our services as per the condition of RFP here and agree to hold this offer open till _____.
- 4) I/We shall be bound by a communication of acceptance dispatched within the prescribed time.
- 5) I/We have understood the General Conditions of Contract contained in the RFP Form ____ and Instructions to Bidders contained in RFP Form _____.
- 6) I/We acknowledge that the AMC will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selecting the bidder, and we certify that all information provided in the Proposal and in the Annexures are true and correct. Nothing has been omitted, which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
- 7) I/We acknowledge the right of the AMC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 8) I/We declare that I/We have no reservations to the RFP Documents, including any Addendum issued by the AMC
- 9) I/We understand that AMC may cancel the RFP process at any time and that AMC is neither bound to accept any Proposal that it may receive nor to select the agency, without incurring any liability to the applicants in accordance with the RFP document.
- 10) I/We hereby irrevocably waive any right or remedy which we may have at any stage of law or howsoever otherwise arising to challenge or question any decision taken by the AMC [and /or the Government of India] in connection with the selection process itself in respect of the above mentioned Project.

- 11) I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened or rejected.
- 12) I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, full name and designation of the authorized signatory)

(Address of the agency)

FORM 4 FORMAT FOR ANNUAL TURNOVER/ NET WORTH

Annual Turnover data for the last 3 financial years (2014-15, 2015-16 & 2016-17):

S.No.	Year	ANNUAL TURNOVER (IN INR/-)		NET WORTH (IN INR/-)		DOCUMENTRY EVIDENCE (pg.no.)
		IN FIGURE	IN WORDS	IN FIGURE	IN WORDS	
1.	2014-15					
2.	2015-16					
3.	2016-17					

The annual turnover figures/ Net worth quoted by the bidder must be signed and duly certified by the CA.

Place:

Name:

Date:

Designation:

FORM 5 - LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT NEGOTIATIONS / CONFERENCES

DATE:

Dear Sir,

We hereby authorize following representative to sign the proposal / for any other correspondence and communication against above Bidding Document:

Name: _____

Designation: _____

Signature: _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representative.

Yours faithfully,

Place:

Name:

Date:

Designation:

Note:

This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Not more than two persons are permitted to attend Pre Bid meeting/ any other correspondence and communication against the above Bidding document

Bidder's authorized executive is required to carry a copy of this authority letter while attending the Pre Bid Meeting/ any other correspondence against the above bidding document and submit the same to AMC.

**FORM 6 - DETAILS OF PAST EXPERIENCE IN PROJECT EXECUTION INCLUDING
INSTALLATION, COMMISSIONING, TESTING, O&M OF BIOMETHANATION PLANT**

S. No.	Description of work (size of plant)	Location of the work	Client details (Name, contact no., officer in-charge)	Start Date of Assignment	Date of COD	Project Cost	Technology Adopted	Details of Output from plant with proof	Duration of assignment	Documentary evidence

Each of the entry would have to be supported with documentary evidence in the form of copy of Work Order containing detailed Scope of Work and respective Completion certificate/Commission certificate etc.

FORM 7- BID FORM

To,

**Commissioner,
Municipal Corporation Ambikapur,
Administrative Building, Kedarpur
Ambikapur, District – Surguja
Chhattisgarh
Phone No. 07774236396
Fax No. 07774236393
Email ID: nagarnigamambikapur@gmail.com**

Dear Sir,

the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole of the job for as per the terms and conditions of the RFP in conformity with, the said Bid Documents, including Addenda Nos.

We undertake, if our bid is accepted, to complete entire work as specified in the Bid Document within the completion schedule specified therein. We confirm that this bid is valid for a period of 6 months from the date of opening of Technical Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

Until a final Contract is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

Dated this Day of _____

Place:

Name:

Designation:

Date:

FORM 8 - APPROACH & METHODOLOGY

The approach and methodology shall at least cover following points including supporting documents for the technology proposed:-

Technology proposed for Anaerobic Digester and its Process flow
Type of Anaerobic Digester Process
Raw Biogas Generation potential by processing 25 TPD MSW
Work plan in terms of Bar chart/ PERT chart etc.
Pollution Control System (Air & Water etc)

FORM 9 – Comments / Modification Suggested on Concession Agreement

Here the bidder shall mention any suggestion / view on the draft concession agreement attached with the RFP document the bidder may also mention here any modification sort by him in the provision of the draft concession agreement this information shall be used at the time of negotiations. However, the authority is not bound to accept any/ all modification sought any may reject any such request of modification

FORM 10- OTHER DOCUMENTS

(Developer to attach other relevant document in this form)

FORM 11 - POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

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

Whereas the AMC has invited applications from interested parties for the setting up 25 TPD Bio-methanation plant (Establishment and Comprehensive Operation and Maintenance (O&M)) for Ambikapur Municipal Corporation using Wet/ Organic Waste through Public Private Partnership (PPP)

Whereas,,,and (collectively the Consortium) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, Having our registered office at,

M/s, Having its registered office at,

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS..... DAY OF20

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

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

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

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

APPENDIX 1: FORMAT FOR JOINT BIDDING AGREEMENT

Joint Bidding Agreement (Refer Clause -----)

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. Limited, a company incorporated under the Companies Act, 1956/2013[¥] and having its registered office at (herein after referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

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

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

WHEREAS,

- (A) [The **Governor of Chhattisgarh** represented by the Commissioner, Municipal Corporation Ambikapur, Administrative Building, Kedarpur Ambikapur, District – Surguja Chhattisgarh (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its Request for Proposal No. dated (the “**RFP**”) for development, operation and maintenance of the 25 TPD Bio- Methanation Plant Project (the “**Project**”) at Ambikapur Municipal Corporation through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

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

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

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

4. Role of the Parties

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

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

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

First Party:

Second Party:

- 6.2 The selected bidder (single entity or consortium) shall hold at least 51% shareholding in the paid up equity capital of the concessionaire until expiry of concession period under the Concession Agreement.
- 6.3 In the case selected bidder is a consortium, the lead member shall fulfil the above shareholding requirement.
- 6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until expiry of concession period under the Concession Agreement.
- 6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

4. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN
 SIGNED, SEALED AND DELIVERED
 For and on behalf of

LEAD MEMBER by:		SECOND PART	
(Signature)	(Signature)		
(Name)	(Name)		
(Designation)	(Designation)		
(Address)	(Address)		

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.