



# **GUWAHATI MUNICIPAL CORPORATION**

## **REQUEST FOR PROPOSAL**

### **FOR**

### **DEVELOPMENT OF INTEGRATED MUNICIPAL SOLID WASTE MANAGEMENT FACILITY (PROCESSING AND DISPOSAL) ON DBFOT UNDER PPP MODEL AT GUWAHATI**

## SCHEDULE OF RfP PROCESS

GMC would endeavour to adhere to the following schedule from the date of issue of notification during the Process:

<b>Events</b>	<b>Date</b>
Date of Advertisement	10/01/2019
Downloading of the RfP document	11/01/2019 onwards
Proposal Due Date / last date for submission of the RfP	12/02/2019 upto 1400 Hrs
Due date for receiving queries	30/01/2019
Pre-Proposal Conference	04/02/2019 at 1400 Hrs
Opening of Technical Bids	15/02/2019 at 1430 Hrs
Address for communication	Commissioner, GMC Panbazar, Guwahati -781 001

The Schedule indicated above is tentative and GMC may change any or the entire schedule under intimation to all bidders.



**OFFICE OF THE COMMISSIONER  
GUWAHATI MUNICIPAL CORPORATION  
PANBAZAR: GUWAHATI-01**

No: GGR/C/45/18/7

Date: 09/01/2019

**REQUEST FOR PROPOSAL (RfP)**

Commissioner, Guwahati Municipal Corporation invites sealed proposals from reputed, qualified and experienced companies/ firms for Development of Integrated Municipal Solid Waste Management Facility (Processing and Disposal) on DBFOT under PPP mode for Guwahati Municipal Corporation.

1. RfP documents may be downloaded from the website of Guwahati Municipal Corporation [www.gmc.assam.gov.in](http://www.gmc.assam.gov.in) from **11/01/2019** onwards. The bid processing fee of Rs. 25,000.00 (Rupees Twenty five thousand) only may be paid in the form of Demand Draft or banker's cheque drawn on any Scheduled/ Nationalized Bank in India in favour of the Commissioner, Guwahati Municipal Corporation payable at Guwahati. Bid document will not be available at the counter.
2. RfP must be submitted to the Office of the Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati – 781001 on or before 1400 hours on **12/02/2019** and the opening of the Technical Bid will be on **15/02/2019** at 1430 hrs.
3. The Pre-bid meeting will be held on **04/02/2019** at 1100 hrs at the Conference Hall, Guwahati Municipal Corporation office, Panbazar, Guwahati.
4. If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.
5. Other details can be seen in the RfP documents.

Sd/-  
**Commissioner,  
Guwahati Municipal Corporation,  
Guwahati**

Memo No.: GGR/C/45/18/7

-A

Date: 09/01/2019

Copy forwarded to:

- 1) The Principal Secretary to the Govt of Assam, Guwahati Development Department, for favour of kind information.
- 2) Chief Accounts and Audit Officer, GMC for information.
- 3) The Director, DIPR, Assam, Last Gate, Dispur for publication of the above notice in one Assamese Daily, one English Daily and one Hindi Daily and submit the bill to the undersigned for necessary payment.

Sd/-  
**Commissioner,  
Guwahati Municipal Corporation,  
Guwahati**

**REQUEST FOR PROPOSAL FOR DEVELOPMENT OF INTEGRATED MUNICIPAL  
SOLID WASTE MANAGEMENT FACILITY (PROCESSING AND DISPOSAL) AT  
GUWAHATI IN PPP MODE ON DESIGN, BUILD, FINANCE, OPERATE &  
TRANSFER (DBFOT) BASIS**

**1.1 Background**

- 1.1.1** Guwahati Municipal Corporation is responsible for the Municipal Solid Waste Management of Guwahati City as per the Municipal Solid Waste (Management & Handling) Rules, 2000. Guwahati Municipal Corporation (GMC) is determined to improve the process of Municipal Solid Waste (MSW) management in Guwahati in the State of Assam and in pursuit of the same has invited proposals for development of Integrated Municipal Solid Waste Management Facility (processing and disposal) with the objective of developing and implementing a viable and environmentally sustainable MSW management system on PPP mode on Design, Build, Finance, Operate & Transfer basis.
- 1.1.2** The objective of the bidding process is to select a Successful Bidder for development of the Project as per the terms of this RfP. The Project shall have a 150 TPD Compost plant preferably Windrow based (but not limited to), a 500 TPD Segregation Plant, Recovery Plants for recyclables and a Refuse Derived Fuel Plant (RDF) for processing of the unsegregated Municipal Solid Waste. The Selected Bidder shall be responsible for undertaking the development, design, engineering, procurement, construction, finance, commissioning, operation and maintenance of the Project as per the terms of the RfP Project Documents including Agreements emanating from the RfP.
- 1.1.3** The bidder shall prepare the Comprehensive Project Report as per the components mentioned above. The Bidders shall not include any financial information in this proposal at this stage of bidding but have to be submitted at later stage, if selected. This Technical report should contain technology selected, indicative drawings, quantity of products generated and space requirement for mitigation of solid waste. The technology selected should conform to the prevalent MSW Rules and MoEF & State / Central Pollution Control Board guidelines.
- 1.1.4** The technology selected should be widely acceptable in Indian conditions.
- 1.1.5** The selected bidder shall have the right to Operation & Maintenance of the facilities developed for a period of 10 years after the Commissioning of the plant and shall generate the revenue through sale of Compost, recyclables and RDF. Upon completion of such period, the successful bidder shall hand-over the plant to GMC.
- 1.1.6** The financing of the project shall be done on cost sharing basis between Guwahati Municipal Corporation and the Private Partner. The design, engineering, procurement, construction, commissioning, operation and maintenance of the Project will be exclusively done by the Private partner in cognizance with Guwahati Municipal Corporation.
- 1.1.7** The Revenue generated through the sale of products after the commissioning of the plant shall be with the Private Partner.

**1.1.8** GMC has initiated development of the SWM Project at Boragaon, Guwahati and has completed the following:

- Site required for the project
- Characterization of Municipal Waste
- Environment Impact Assessment Study completed
- Electricity connection and water supply at site completed
- Civil works for the 150 TPD Compost plant is almost complete.
- Sanitary Landfill is already constructed.

### **1.2 Request for Proposal**

The Authority invites proposals from interested reputed, qualified and experienced Company / Firm for development of Integrated Municipal Solid Waste Management Facility (processing and disposal) with the objective of developing and implementing a viable and environmentally sustainable MSW management system on PPP mode on Design, Build, Finance, Operate & Transfer basis. The Authority intends to select the bidder through an open competitive bidding process in accordance with the procedure set out herein.

### **1.3 Due diligence by Bidders**

Bidders are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified herein.

### **1.4 Sale of RFP Document**

The RFP document can only be downloaded from the Official Website of the Authority [www.gmcportal.in](http://www.gmcportal.in). A demand draft or banker's cheque for an amount of Rs. 25,000 (Rupees Twenty Five thousand only) drawn on any Scheduled Bank in India in favour of Commissioner, Guwahati Municipal Corporation and payable at Guwahati needs to be submitted along with the proposal towards the cost of RfP document fee.

### **1.5 Validity of Proposal**

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date.

### **1.6 Brief description of the Selection Process**

The Authority has adopted a Single Stage – Two Rounds selection process (collectively the “Selection Process”) in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in the RfP. Based on this technical evaluation, a list of short-listed Bidders shall be prepared and the financial bid of only qualified bidders shall be evaluated.

### **1.7 Pre-proposal visit and inspection of data**

Prospective Bidders may visit the office of the Authority and the Project site and review the available documents and data at any time prior to Proposal due date. For this purpose, they will provide at least two days' notice to the Nodal Officer specified below:

Executive Engineer, Garage Branch  
Guwahati Municipal Corporation

B Baruah Road, Guwahati -781 001

Mob:

### **1.8 Pre-Proposal Conference**

Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place. The date, time and venue of Pre-Proposal Conference shall be:

**Date & Time:** .....

**Venue:** Conference Hall, GMC, Pan Bazar

During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority 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 Selection Process.

### **1.9 Communications**

All communications should be addressed to:

**The Commissioner,  
Guwahati Municipal Corporation, Guwahati  
Phone: 0361-2540525, Fax: 0361-2631800  
Email: [guwahaticom@gmail.com](mailto:guwahaticom@gmail.com)**

### **1.10 Submissions address for Bids**

The bids should be submitted to:

**The Commissioner,  
Guwahati Municipal Corporation,  
Guwahati – 781 001**

Envelopes should contain the following information to be marked at the top in bold letters: **“REQUEST FOR PROPOSAL FOR DEVELOPMENT OF INTEGRATED MUNICIPAL SOLID WASTE MANAGEMENT FACILITY (PROCESSING AND DISPOSAL) AT GUWAHATI IN PPP MODE ON DESIGN, BUILD, FINANCE, OPERATE & TRANSFER BASIS”**

## **2. Information to bidders**

**2.1** Bidders are advised that the selection of bidder shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Annexure – 1 to 16 and the Financial Proposal shall be submitted in the form at Annexure – 17. Upon selection, the Bidder shall be required to enter into an Agreement with the Authority.

### **2.2 Number of Proposals**

No bidder shall submit more than one proposal against this RfP. Any bidder submitting more than one proposal shall be disqualified automatically.

### **2.3 Cost of Proposal**

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

### **2.4 Earnest Money Deposit / Bid Security**

**2.4.1** The proposal should be accompanied by a Bid Security/Earnest Money Deposit of Rs. 20,00,000.00 (Rupees Twenty lakh only). The Bid Security/EMD shall be kept valid throughout the period of 180 (one hundred and eighty) days beyond the Proposal Validity Period including any extensions thereto and would be required to be extended further if so required by Authority. Any extension of the validity of the Bid Security/EMD as requested by Authority shall be provided within 7 (seven calendar) days prior to the expiry of the validity of the Bid Security/EMD, being extended. When an extension of the Bid Validity Period is requested, Bidders shall not be permitted to change the terms and conditions of their Bids. GMC reserves the right to reject the bid submitted by any Bidder who fails to extend the validity of the Bid Security/EMD in line with the provisions of this clause.

**2.4.2** The Bid Security/ EMD shall be in the form of a demand draft/ banker's cheque or Bank Guarantee issued by a Nationalized or Scheduled Bank drawn in favour of the Commissioner, Guwahati Municipal Corporation, payable at Guwahati as per the specified format herein. GMC shall not be liable to pay any interest on the Bid Security/EMD so made and the same shall be interest free.

**2.4.3** The Bid Security will be returned as promptly as possible of all the unsuccessful Bidders. The Bid Security of Selected Bidder will be returned, without any interest, upon the Selected Bidder signing the Agreement and providing the Performance Security in accordance with the provisions of the Agreement. In addition to the above, GMC will within 60 days release all Bid Securities in the event GMC decides to terminate the bidding proceedings or abandon the Project.

**2.4.4** GMC shall reject the bid which does not include the Bid Security/ EMD as a part of Technical Bid. GMC shall reject the bid, if the bid submitted by the Bidder is declared non-responsive/ non-qualified/conditional by GMC; or if the bid is not as per the Format(s) provided in the RfP document. The entire Bid Security/EMD shall be forfeited in the following cases:

**2.4.4.1** If the Bidder withdraws its bid;

**2.4.4.2** If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the validity period of the bid;

**2.4.4.3** If the Selected Bidder fails to submit the Performance Bank Guarantee(s) in favour of GMC or fails to sign the Agreement within the stipulated timeframe.

**2.4.4.4** If the Selected Bidder fails to meet any other pre-requisite for signing of Agreement as per the terms of this RFP

### **2.5 Visit to the Authority and verification of information**

Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

## **2.6 Acknowledgement by Bidder**

**2.6.1** It shall be deemed that by submitting the Proposal, the Bidder has:

**2.6.1.1** made a complete and careful examination of the RFP;

**2.6.1.2** received all relevant information requested from the Authority;

**2.6.1.3** accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.4 above;

**2.6.1.4** satisfied itself about all matters, things and information, including matters referred to in Clause 2.4 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;

**2.6.1.5** acknowledged that it does not have a Conflict of Interest; and

**2.6.1.6** Agreed to be bound by the undertaking provided by it under and in terms hereof.

**2.6.2** The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.7 Right to reject any or all Proposals**

**2.7.1** Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

**2.7.2** Without prejudice to the generality of Clause 2.6.1, the Authority reserves the right to reject any Proposal if:

**2.7.2.1** at any time, a material misrepresentation is made or discovered, or

**2.7.2.2** The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

**2.7.3** Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

**2.7.4** The Bid is not accompanied by documents and annexure required to be submitted in accordance with the RfP document; or

**2.7.5** Failure to comply with the requirements of this RfP document; or

**2.7.6** Any Bid that is received after the Proposal Due Date; or

**2.7.7** Any bid that is not accompanied by the requisite bid processing Fee and/or Earnest Money Deposit.

## **2.8 Clarifications**



**2.8.1** Bidders requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of RfP Process given herein.

The envelopes shall clearly bear the following identification:“QUERIES/REQUEST FOR ADDITIONAL INFORMATION CONCERNING REQUEST FOR PROPOSAL FOR DEVELOPMENT OF INTEGRATED MUNICIPAL SOLID WASTE MANAGEMENT FACILITY (PROCESSING AND DISPOSAL) AT GUWAHATI IN PPP MODE ON DESIGN, BUILD, FINANCE, OPERATE & TRANSFER BASIS”.

The responses will be addressed during pre-proposal meeting.

**2.8.2** The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **2.9 Amendment of RFP**

**2.9.1** At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by the, modify the RFP document by the issuance of Addendum/ Corrigendum and the amendments will be posted on the official website and will be binding on all Bidders.

**2.9.2** In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal due date.

## **2.10 Proposal Due Date**

**2.10.1** Proposal should be submitted on or before the proposal due date specified at Schedule of RfP process at the address specified herein in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

## **2.11 Late Proposals**

Proposals received by the Authority after the specified time and date shall not be eligible for consideration and shall be summarily rejected.

## **2.12 Modification/ Substitution/ withdrawal of Proposal**

**2.12.1** The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to proposal due date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the proposal due date.

**2.12.2** The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate at the address of submission specified.

**2.12.3** Any alteration / modification in the Proposal or additional information or material supplied subsequent to the proposal due date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.13 Performance Security**

The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If the bidder engages in any of the Prohibited Practices specified in this RFP;
- (b) If the Bidder is found to have a Conflict of Interest as specified herein; and
- (c) If the selected Bidder commits a breach of the Agreement.

#### **2.14 Confidentiality**

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

#### **2.15 Clarifications**

**2.15.1** To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

**2.15.2** If the Bidder does not provide clarifications sought under Clause 2.14.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal 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 Authority.

#### **2.16 Indemnity**

The successful Bidder shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not less than 3 (three) times the value of the Agreement, for any direct or indirect loss or damage that is caused due to any deficiency in Services.

#### **2.17 Letter of Award**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the

Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.

**2.18 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period as agreed between the Authority and Selected Bidder. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

**2.19 Commencement of Assignment**

The Selected Bidder shall commence the Assignment within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Successful Bidder fails to either sign the Agreement as specified in Clause 2.18 or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

**3. Fraud and corrupt practices**

**3.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

**3.2** Without prejudice to the rights of the Authority under Clause 3.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if the Bidder or Successful Bidder, as the case may be, is found by the Authority 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 Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Successful Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Successful Bidder, as the case may be, is found by the Authority to have directly 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.

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

**3.3.1** “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or

employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- 3.4** “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 3.5** “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- 3.6** “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection 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 Selection Process.

#### **4. Non-Discriminatory and Transparent Bidding Proceedings**

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

#### **5. Miscellaneous**

- 5.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at **Guwahati** shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Selection Process.
- 5.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- 5.2.1** suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- 5.2.2** consult with any Bidder in order to receive clarification or further information;
- 5.2.3** retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
- 5.2.4** 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.

- 5.3** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4** Unless otherwise specified, the RfP Document shall mean the complete set of documents along with all Annexures and subsequent Addendum/Corrigendum, if any.
- 5.5** Authority will not be responsible for any delay, loss or non-receipt of bids sent by post / courier. Further, Authority shall not be responsible for any delay in receiving the Proposal and reserves the rights to accept/ reject any or all Bids without assigning any reason thereof.
- 5.6** Further, the complete proposal must be submitted with all pages numbered serially, along with an index of submissions, Bid Processing Fee and Bid Security/EMD. The Bid Processing Fee & Bid Security/ EMD shall be submitted in the envelope containing the Technical Bid. The Bidders are required to submit all details only as enumerated in the tender. In the event of any of the instructions mentioned herein not being adhered to, the Authority shall have the right to reject the Bid at any stage.
- 5.7** All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become, as the case may be, the property of the Authority.
- 5.8** The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- 5.9** The bidder is expected to estimate the MSW quantity and characteristics, techno-economic feasibility, the local conditions and is free to carry out further investigations as may suit him for the purpose of understanding the Project and submitting Bid.
- 5.10** The Selected Bidder would ensure compliance of the MSW (Handling and Management) Rules, 2000 and other applicable laws, rules, legislations and guidelines required to be met for the Project. Any default to the compliance requirements would be default on part of the Selected Bidder and could lead to termination of the agreements.
- 5.11** The confirmation and cross checking of the MSW characteristics, and other details provided shall be sole responsibility of the Bidders and the Authority and/or any of its officers/representatives shall not be held responsible for the same in any manner whatsoever.

## **6. Terms of Reference (TOR)**

### **6.1 General**

- 6.1.1** Guwahati Municipal Corporation (GMC) is determined to improve the process of Municipal Solid Waste (MSW) management in Guwahati in the State of Assam

and in pursuit of the same seeks proposals for development of Integrated Municipal Solid Waste Management Facility (processing and disposal) with the objective of developing and implementing a viable and environmentally sustainable MSW management system on PPP mode on Design, Build, Finance, Operate & Transfer basis.

## **6.2 Objective**

**6.2.1** The objective of the bidding process is to select a Successful Bidder for development of the Project as per the terms of this RfP. The Project will have a 150 TPD Compost plant preferably Windrow based, but not limited to, a 500 TPD Segregation Plant, Recovery Plants for recyclables and a Refuse Derived Fuel Plant (RDF) for processing of the unsegregated Municipal Solid Waste. The Selected Bidder shall be responsible for undertaking the development, design, engineering, procurement, construction, finance, commissioning, operation and maintenance of the Project as per the terms of the RfP Project Documents including Agreement emanating from the RfP.

## **6.3 Scope of Project**

**6.3.1** The scope of work envisioned for Solid Waste Management Facilities is as follows:

**6.3.1.1** To process MSW at the Processing Facilities in accordance with the Municipal Solid Waste (Management & Handling) Rules 2000.

**6.3.1.2** Treatment and processing of Municipal Solid Waste by commissioning of the 150 TPD Compost plant with setting up of segregation plant for a capacity of 500 TPD, Recovery Plants for recyclables and a Refuse Derived Fuel Plant (RDF).

**6.3.1.3** Setting up of Processing facilities for treatment of all major components of MSW comprising of (i) 150 TPD Compost Facility, (ii) 500 TPD Segregation Plant (iii) Recovery Plant for (Plastic Recovery, Metal Recovery, Glass Recovery), (iv) Refuse Derived Fuel (RDF) Plant (v) Eco-bricks from the inert and debris of the MSW and (vi) Engineered Sanitary Land fill for 15 years operation.

**6.3.1.4** Disposal of the process remnants generated and inert material, if any in a scientific landfill.

**6.3.1.5** To ensure that the Project meets stipulated pollution norms and guidelines and that the MSW is handled and managed in compliance with the MSW (Handling and Management) Rules 2000.

**6.3.2** The scope of work for the Selected Bidder includes Plan, Design, Build, Finance, Develop, Supply of equipment & Installation and Operation & Maintenance including marketing and sale of any/all products and by-products from the Project and ultimately transfer the assets created to the Authority at the end of the dispensation period.

**6.3.3** The Selected Bidder shall, pursuant to the provisions of the above mentioned agreements, implement the Project in line with the scope mentioned in the agreements and briefly mentioned herein.

**6.3.4** The Selected Bidder and GMC shall be required to meet their respective obligations under this Document, Agreement and any other Agreement to be executed between the Selected Bidder and GMC.

**6.3.5** The Project comprises of establishing infrastructure for Processing Facilities, Secured Landfill Facility and Operation & Maintenance of the same.

**6.3.6** The Selected Bidder shall process the waste using its own workforce, materials, plant, machinery and equipment and manpower for processing and marketing of the by-product and disposal of the inert.

**6.4 Scope not exhaustive**

**6.4.1** The Scope of Services specified in the Clause 6.3 are not exhaustive and the Successful Bidder shall undertake such other tasks as may be necessary to appraise the project feasibility technically and financially.

**6.5 Bidders' Responsibilities**

**6.5.1** Each Bidder is expected to examine carefully the contents of all the documents provided and consisting of this RfP Document. Failure to comply with the requirements of this RfP document will be at the Bidders' own risk.

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

**6.5.2.1** Made a complete and careful examination of requirements and other information set forth in this RfP document;

**6.5.2.2** Received all such relevant information as it has requested from Authority; and

**6.5.2.3** Made a complete and careful examination of the various aspects of the Project including but not limited to:

**6.5.2.3.1** The Project site;

**6.5.2.3.2** Existing facilities and structures;

**6.5.2.3.3** The conditions of the access roads and utilities in the vicinity of the Site

**6.5.2.3.4** Conditions affecting transportation, access, disposal, handling and storage of the materials;

**6.5.2.3.5** Clearances obtained by Authority for implementation of the Project; and

**6.5.2.3.6** All other matters that might affect the Bidder's performance under the terms of this Tender.

The Authority shall not be liable for any inadvertent mistake or error or neglect by the Bidder in respect of the above.

**7. Financing of the Project and Revenue Sharing:**

**7.1** Guwahati Municipal Corporation shall invest its proposed share either through its own fund or through Grant-in aid it receives from time to time for the work, rest the Private Partner has to mobilize its source.

To this effect, the Private Partner has to furnish certificate for evidence of access to or availability of credit facilities in the proposed project from bank or financial institution. If this certificate is not found satisfactory, the proposal shall be out rightly rejected.

**7.2** The Revenue generated through the sale of products after the commission of the plant shall be used by the selected bidder for Operation & Maintenance and recovering their share of involvement in the Project.

**8. Bidding Process**

For selecting the Preferred Bidder to undertake the above Project, GMC has adopted a Single Stage – Two Round System. The first round comprises of the evaluation of the Technical Bid and second round comprise of the evaluation of the Financial Bid. The Bidders would be required to furnish the information

specified in the RfP document. Only those Bidders who will qualify the Technical Bid Round will be considered for the Second Round, i.e. the Financial Bid of only those bidders will be opened who have qualified in the Technical Bid Round.

All Bidders are required to submit duly filled RfP documents (Technical and Financial Bid) in accordance with the guidelines set forth in this RfP Document. In order to enable the Bidders to prepare Bid in a consistent manner and to minimize misunderstandings regarding how Bidders' Proposals will be interpreted by GMC, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in the document. The evaluation of Technical Bid (Envelope 1) shall be carried out in accordance with the terms and conditions provided in this RfP document.

The Evaluation of the Financial Bid (Envelope 2) would be carried out on the basis of the evaluation of the Technical Bid (Envelope 1) as per the criteria mentioned in the RfP document. There will a minimum qualifying score for the Technical Bid as per criteria specified in the RfP document. Based on score of Technical Bid, the Financial Bid (Envelope 2) of only those Bidders would be opened who "Qualify" the Technical criteria

### **8.1.1 PREPARATION AND SUBMISSION OF PROPOSAL**

#### **8.1.2 Language**

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

#### **8.1.3 Format and signing of Proposal**

**8.1.3.1** The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

**8.1.3.2** The Bidder shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along **therewith** pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

**8.1.3.3** The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall 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 Proposal shall be initialled.

**8.1.3.4** by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:

**8.1.3.4.1** by the proprietor, in case of a proprietary firm; or



- 8.1.3.4.2** by a partner, in case of a partnership firm and/or a limited liability partnership;  
or
- 8.1.3.4.3** by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation;
- 8.1.3.4.4** by the authorised representative of the Lead Member, in case of consortium.  
A copy of the Power of Attorney certified by a notary public in the form specified in Annexure 5 (A & B) shall accompany the Proposal (if required).
- 8.1.3.5** Bidders should note the Proposal due date as specified above, for submission of Proposals. Except as specifically provided in this RfP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal due date. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

#### **8.1.4 Preparation of Proposal**

- 8.1.4.1** The Bidder would provide all the information as per the Bidding document. GMC reserves the right to evaluate only those bids that are received in the required format complete in all respects and in line with the instructions contained herein.
- 8.1.4.2** The currency for the purpose of the Bid shall be Indian Rupees.
- 8.1.4.3** The Proposal should be submitted in 2 (Two) separate envelopes and put together in 1 (one) single outer envelope and each envelope should be addressed to the Commissioner, Guwahati Municipal Corporation, JnNURM Cell, Lamb Road, Ambari, Guwahati – 7810 01 and should bear the name of the project. The contents of both the envelopes is explicitly mentioned below:

##### **Envelope 1: Technical Bid shall consist of the following:**

- a. Bid Processing Fee Demand Draft / Bankers' Cheque (Non-refundable)
- b. Earnest Money Deposit – Demand Draft or Bank Guarantee (Refundable)
- c. Technical Bid Submission Forms
- d. Bidder Information Form
- e. Proof of Experience
- f. Proof of supply of equipment for any SWM Processing Projects in the past
- g. Proof of presence in North-East, if applicable
- h. Audited balance sheet for past 5 years/Certificate from Auditor
- i. Board Resolution(s), as per the prescribed format
- j. Undertaking from parent Company/ Affiliate (if applicable)
- k. Anti-collusion undertaking
- l. RfP document and its Annexure and Addenda/Corrigenda, each page duly stamped and signed by the authorized signatory.
- m. Certificate of incorporation
- n. Copy of PAN Card
- o. Copy of MOA
- p. Original Power of Attorney issued by the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid, in the form attached hereto.
- q. Covering Letter as per prescribed Format

- r. A technical note on the Project aspects covering the broad aspects as detailed out in Annexure.

**Envelope 2: Financial Bid shall consist of the following:**

- a) Envelope 2 should contain only the duly filled in Financial Bid of the Bidders as per the format specified herein Annexure 17. No condition, other than specified shall be attached with the financial bid. It will be opened in the presence of representative of Technically Qualified Bidders, who wish to be present.

**8.1.4.4 Sealing and Marking of Proposal**

**8.1.4.4.1** The Bidder shall seal each of the envelopes duly marking each envelope as “TECHNICAL BID” AND “FINANCIAL BID” respectively.

**8.1.4.4.2** The Bidder shall put the 2 (two) separate envelopes containing the Technical Bid and Financial Bid respectively in a single outer envelope and seal the outer envelope. The outer envelopes shall clearly bear the following identification.

**“REQUEST FOR PROPOSAL FOR DEVELOPMENT OF INTEGRATED MUNICIPAL SOLID WASTE MANAGEMENT FACILITY (PROCESSING AND DISPOSAL) ON DBFOT UNDER PPP MODEL AT GUWAHATI”**

Each of the envelopes shall indicate the complete name, address, telephone number and fax number/E-mail of the Bidder.

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

**8.1.4.5.1** Maximum number of members in a consortium would be limited to 3 (three);

**8.1.4.5.2** Wherever required, the bid should contain the information required for each member of the Consortium;

**8.1.4.5.3** The Bid should include a description of the roles and responsibilities of individual members of the Consortium;

**8.1.4.5.4** Members of the consortium shall nominate one member as the Lead Member in line with terms of the RfP document.

The Proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the consortium.

**8.1.4.6 Evaluation Process**

**8.1.4.6.1** The Financial Proposals received by the Authority will remain sealed and unopened in possession until the Technical Proposal has been tested for their responsiveness to RFP and result of Technical Evaluation is complete.

**8.1.4.6.2** The Authority would open the Technical Proposal on the date mentioned against the Date for Submission of Proposals in the Schedule of Bidding Process or on the extended Date for Submission of Proposals. Financial Proposals shall not be opened at this stage.

**8.1.4.6.3** The cost proposed by the bidder for the component will be considered to be final for all the ensuing calculations. If there is any cost over-run whatsoever, over and above the proposed cost of the bidder, then the bidder shall have to bear the same. The contribution in terms of investment by GMC shall remain

fixed as per the proposed percentage involvement of the bidder. For example, if the bidder's involvement is 50% of the proposed cost then GMC's involvement will be investment equivalent to 50% of the proposed cost. Any cost over-run whatsoever at later stage has to be borne by the bidder.

- 8.1.4.6.4** Proposals for which an acceptable notice of withdrawal has been submitted shall not be opened.
- 8.1.4.6.5** The Technical Proposal shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Proposal Opening shall register to evidence their presence.
- 8.1.4.6.6** The following information will be announced at the Proposal Opening and recorded:
  - 8.1.4.6.6.1** Bidder's names,
  - 8.1.4.6.6.2** Names of Consortium Members
- 8.1.4.6.7** The Authority would subsequently examine responsiveness of Proposals in accordance with the criteria set out herein.
- 8.1.4.6.8** After the Proposal Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed except as underlined in this RFP.

### **8.1.5 Proposal Evaluation**

- 8.1.5.1** The Project will be awarded to the Bidder, who submits a responsive Bid, meets the minimum technical criteria for undertaking the Project and offers to enter into an Operation Agreement on the best financial terms.
- 8.1.5.2** The Technical Proposals will undergo evaluation as per the criteria and process specified in RFP and would be assigned a score. The bidders whose technical proposal meets the minimum threshold score shall be considered for financial evaluation. The Authority reserve the right to reject the Proposals, which do not meet the technical parameters stipulated in the RFP.
- 8.1.5.3** After opening of financial proposal, the bidders' percentage contribution in each of the components of the project is prepared. Then, the share of GMC in terms of investment is tabulated as per the component. The bidders will be arranged as per the Proposed GMC share from minimum to maximum. The bidder proposing the lowest amount of investment for GMC will be selected as the preferred bidder.

### **8.1.6 Test of responsiveness**

- 8.1.6.1** The Technical Bids submitted by Bidders/ Bidding Consortium shall be initially scrutinized to establish "Responsiveness". Any of the following conditions may cause the Bid to be considered "Nonresponsive", at the sole discretion of the Authority:
  - 8.1.6.1.1** Bid not meeting any of the conditions mentioned in RfP; or
  - 8.1.6.1.2** Bid not accompanied by a valid EMD; or
  - 8.1.6.1.3** Bid not accompanied by a Bid Processing Fees, which shall be non-refundable. This amount shall be payable by a crossed demand draft or banker's cheque drawn in favour of Commissioner, Guwahati Municipal Corporation payable at Guwahati;
  - 8.1.6.1.4** Bid not signed by authorised signatory in the manner and to the extent indicated in this RfP and non submission of Power of Attorney; or

- 8.1.6.1.5 Bid validity being less than that required in this RfP; or
- 8.1.6.1.6 Bid not containing all the Annexure given as part of the Technical bid; or
- 8.1.6.1.7 Bid being conditional
- 8.1.6.1.8 Any request for change in composition of a Consortium or change from Bidding Company to Bidding Consortium or Change in Ownership has not been permitted by the Authority
- 8.1.6.1.9 Bids having Conflict of Interest
- 8.1.6.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
  - 8.1.6.2.1 Which affects in any substantial way the scope, quality, or performance of the Project, or
  - 8.1.6.2.2 Which limits in any substantial way, inconsistent with the RFP, rights of the Authority or the obligations of the Bidder under the Concession Agreement;
  - 8.1.6.2.3 Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 8.1.6.3 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 8.1.7 Evaluation of Technical Proposals**
  - 8.1.7.1 In Stage I of Proposal Evaluation, only those Proposals that are found to be responsive to the requirements of the RfP as specified in herein would be opened for assessing their technical capabilities to undertake the Project as per Annexure.
  - 8.1.7.2 The technical capability of the Bidders would be assessed based on the evaluation process and minimum threshold requirements as set by the Authority as per Annexure, to be submitted by the Bidders in formats specified in the Annexure.
  - 8.1.7.3 Qualification & Technical Proposal is to judge the Bidder's capability and is proposed to be established by the Guidelines provided in the RfP and Response Sheets in Annexure.
  - 8.1.7.4 On all the specified parameters, the Bidder would be required to meet the evaluation criteria as spelt out in the Annexure. Any Bidder meeting all the criteria will, subject to provisions of this document, will be qualified for evaluation of Financial Proposal.
  - 8.1.7.5 Financial Proposals of the bidders who qualify the Technical round and meet the minimum technical capability requirements as set out in Annexure would be opened and evaluated.
  - 8.1.7.6 Based on the evaluation of technical proposals, every Bidder would be assigned a Technical Score as per details given in Annexure.
- 8.1.8 Evaluation of Financial Proposals and Award of the Project**
  - 8.1.8.1 The Authority will open Envelope 'FINANCIAL PROPOSAL' for the Bidders, who pass the Technical Evaluation stage in the presence of the Bidder's representatives who choose to attend. The Authority will endeavour to open the Financial Proposals on the Date and time for Opening of Financial Proposals in mentioned in the Schedule of Bidding Process.

- 8.1.8.2** Based on the Financial Quotes of the components of the said works, after opening of financial proposal, the bidders' percentage contribution in each of the components of the project is prepared. Then, the share of GMC in terms of investment is tabulated as per the component. The bidders will be arranged as per the Proposed GMC share from maximum to minimum. The bidder proposing the lowest amount of investment for GMC will be selected as the preferred bidder.
- 8.1.8.3** The evaluation committee reserves the right to make suitable decisions in the interest of the project and they are not bound to accept proposals purely on financial aspects.
- 8.1.8.4** Upon acceptance of the financial proposal of the bidder, the Authority may declare the Successful Bidder. There may be multiple successful bidders for the project. Separate Agreement will be entered with the successful bidders for specified component of the project.

## **9. Eligibility Criteria**

- 9.1** The bidders shall be registered firms (which include companies, partnerships, propriety concerns, etc.) who are interested in bidding for the Project either individually or as a consortium of such firms. In case of Consortium, the lead firm (which shall be a single entity) shall be specified and fully empowered to represent the Consortium.
- 9.2** In case of Joint Venture bidders, financial information acceptable for evaluation shall be that of the partners in the JV, which shall be clearly indicated by the JV bidder. Experience information acceptable for evaluation shall be the combined or individual experience of the JV partners. However, a lead partner in the JV shall be specified. No Joint Venture arrangement shall be permitted after submission of bids.
- 9.3** Minimum average turnover of Rs. 50 Crores per annum in the past 5 years of the bidder or the consortium/JV members. Copy of audited balance sheet or certificate from Statutory Auditor towards such financial performance to be attached.
- 9.4** Project Experience in MSW Management - should have established at least one Completed & Operating Integrated Municipal Solid Waste Management project of not less than 250 TPD in PPP mode. Proof of such experience to be attached
- 9.5** Preference will be given to presence in North-East. Proof to be attached
- 9.6** The bidder (members of JV//consortium) should not have been blacklisted by any Government/ PSU/ Private organisation in India.
- 9.7** For the Financial eligibility criteria, financial credentials of the parent company/affiliate can be used, subject to undertaking & Board Resolution from the Parent Company/affiliate.

**LISTS OF ANNEXURE**

ANNEX. NO.	CONTENTS	FORMAT APPLICABLE FOR
ANNEXURE - 1	Format for covering letter for proposal submission	Technical Proposal
ANNEXURE - 2	General Infrastructure Experience	Technical Proposal
ANNEXURE - 3	Similar Project Experience	Technical Proposal
ANNEXURE - 4	Financial Situation	Technical Proposal
ANNEXURE - 5 (A)	Format for power of attorney for signing of proposal	Technical Proposal
ANNEXURE - 5 (B)	Format for power of attorney for lead member of consortium	Technical Proposal
ANNEXURE - 6	Formats for board resolutions & joint deed agreements	Technical Proposal
ANNEXURE - 7	Format for Evidence of Access to or Availability of Credit Facilities in the Proposed Project Bank / Financial Institution Certificate	Technical Proposal
ANNEXURE - 8	Format of Disclosure	Technical Proposal
ANNEXURE - 9	Guidelines for Technical Note	Technical Proposal
ANNEXURE - 10	Format for Affidavit for Non-criminality	Technical Proposal
ANNEXURE - 11	Format for anti-collusion certificate	Technical Proposal
ANNEXURE - 12	Format for bid security	Bid Security
ANNEXURE - 13	Format for project undertaking	Financial Proposal
ANNEXURE - 14	Guidelines for evaluating technical & financial proposals	Technical Proposal
ANNEXURE - 15	Format for evidence of reserves / cash for participation in the equity contribution of the proposed project	Technical Proposal
ANNEXURE - 16	Format for evidence of access to or availability of credit facilities / equity participation in the proposed project bank / financial institution certificate	Technical Proposal
ANNEXURE - 17	Financial Bid format	Financial Proposal

**ANNEXURE - 1**  
**FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION**  
**(On the Letterhead of the Bidder or Lead Member in case of a Consortium)**

Date:

To  
**The Commissioner**  
**Guwahati Municipal Corporation,**  
**Pan Bazar, Guwahati**

Sub: “Request for Proposal for Development of Integrated Municipal Solid Waste Management Facility (Processing and Disposal) at Guwahati in PPP Mode on Design, Build, Finance, Operate & Transfer Basis”

Dear Sir,

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

I am enclosing the Proposal (one original), with the details as per the requirements of this RFP, for your evaluation. The Proposal, including the Bid Security shall be valid for a period of Six (6) Months from the Proposal Due Date and the Bid Security shall be valid up to 45 days beyond the proposal validity period

Dated this .....Day of .....2018

Name of the Lead Member/Person

Signature of the Authorised Person

.....

Name of the Authorised Person

.....

Designation of the Authorised Person

**ANNEXURE – 2**

**General Infrastructure Experience**

**[The following table shall be filled in for the Applicant as well as for each partner of a Joint Venture]**

Applicant’s/Joint Venture Partner’s Legal Name: *[insert full name]*

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

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

(Identify contracts that demonstrate continuous infrastructure projects experience over the past 5(Five) years. List contracts chronologically, according to their commencement dates.)

<b>Starting Month / Year</b>	<b>Ending Month /Year</b>	<b>Contract Identification</b>	<b>Role of Applicant</b>
<i>[indicate month/ year]</i>	<i>[indicate month/ year]</i>	Project name: <i>[insert full name]</i> Brief Description of the Project performed by the Applicant: <i>[describe works performed briefly]</i> Total Investment in the Project: <i>[insert amount in INR equivalent]</i> Equity Contribution of the Applicant (if as JV Partner): <i>[insert in percentage]</i> Name of Employer/Developer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/ country]</i>	<i>(insert “Sole Developer” or “JV Partner”)</i>
<i>[indicate month/ year]</i>	<i>[indicate month/ year]</i>	Project name: <i>[insert full name]</i> Brief Description of the Project performed by the Applicant: <i>[describe works performed briefly]</i> Total Investment in the Project: <i>[insert amount in INR equivalent]</i> Equity Contribution of the Applicant (if as JV Partner): <i>[insert in percentage]</i> Name of Employer/Developer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/ country]</i>	<i>(insert “Sole Developer” or “JV Partner”)</i>



**ANNEXURE – 3**

**Similar Project Experience**

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

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

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

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

<b>Similar Project No.</b> [insert number] of [insert number of similar contracts required]	<b>Information</b>
Project Identification	<i>[insert Project name and number, if applicable]</i>
Award date	<i>[insert day, month &amp; year]</i>
Date of Commissioning	<i>[insert day, month &amp; year]</i>
Completion date	<i>[insert day, month &amp; year]</i>
Project Scope	<i>[insert Project details and scope of works]</i>
Role in Contract	<i>("Sole Developer" or "JV Partner")</i>
Total Project Amount	INR <i>[insert total Project amount in INR equivalent]</i>
If partner in a JV, or subcontractor, specify participation in total Project amount	<i>[insert a percentage amount] and insert total Project amount in INR equivalent]</i>
Employer/Developer's Name:	<i>[insert full name]</i>
Address:	<i>(indicate street / number / town or city / country)</i>
Telephone/fax number	<i>(insert telephone/fax numbers, including country and city area codes)</i>
E-mail:	<i>(insert e-mail address, if available)</i>

## ANNEXURE – 4

### Financial Situation

[The following table shall be filled in for the Applicant as well as each partner of a Joint Venture]

Applicant's Legal Name: [insert full name] Date: [insert day, month, year]

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

#### 1. Financial data

Financial information in (Rs in Lakhs)	Historic information for previous Five (5) Years (Rs in Lakhs)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Mention the Tenure (eg. 2005 – 06 or 2006)	(Tenure)	(Tenure)	(Tenure)	(Tenure)	(Tenure)
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

#### 2. Financial documents

The Applicant and its parties shall provide certified (signed and sealed) true copies of the balance sheets and/or financial statements for Five (5) years preceding due date. The financial statements shall:

- (a) Reflect the financial situation of the Applicant or partner to a JV, and not their sister or parent companies or other affiliates.
- (b) Be audited by a certified accountant and signed and sealed accordingly.
- (c) Be complete, including all notes to the financial statements.
- (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

- Attached are certified (signed and sealed) true copies of financial statements (balance sheets, including all related notes, and income statements) for the preceding Five (5) years required above; and complying with the requirements

**ANNEXURE – 5 (A)**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL  
(On Non – judicial stamp paper of Rs. 100/- duly attested by a Notary Public)**

**POWER OF ATTORNEY**

Know all men by these presents, we (name and address of the registered office of the Sole Applicant/ Lead Member/ Member) do hereby constitute, appoint and authorize Mr. / Ms. -----  
----- R/o (name and address of residence) who is presently employed with us and holding the position of ----- as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, and (please state the name and address of the members of the consortium) for Development of Integrated Municipal Solid Waste Management Facility (Processing and Disposal) at Guwahati in PPP Mode on Design, Build, Finance, Operate & Transfer Basis (the “Project”), including signing and submission of all documents and providing information / responses to Guwahati Municipal Corporation representing us in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

**Notes:**

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

**ANNEXURE – 5 (B)**

**FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

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

**POWER OF ATTORNEY**

Whereas the Guwahati Municipal Corporation has invited proposals from the bidders following RfP for Development of Integrated Municipal Solid Waste Management Facility (Processing and Disposal) at Guwahati in PPP Mode on Design, Build, Finance, Operate & Transfer Basis (the “Project”) for a specified Concession period (the “Concession Period”).

Whereas, M/s -----, M/s -----,  
M/s ----- and M/s -----

(the respective names of the members along with address of their registered offices) have formed a Consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Concession Agreement and other connected documents in respect of the Project, and

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

**NOW THIS POWER OF ATTORNEY WITNESSETH THAT:**

We, M/s -----, M/s -----and M/s -----  
(the respective names of the members along with address of their registered offices) do hereby designate M/s -----(name along with address of the registered office) being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deed or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with Guwahati Municipal Corporation, any other Government Agency or any person, in connection with Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with Guwahati Municipal Corporation.

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

Dated this day of 2018. Executant(s)]

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

**Note:**

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

ANNEXURE – 6

**FORMATS FOR BOARD RESOLUTIONS & JOINT DEED AGREEMENTS**

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

FORM OF JOINT DEED AGREEMENT BETWEEN

M/s....., M/s.....,AND M/s.....

FOR DEVELOPMENT OF INTEGRATED MUNICIPAL SOLID WASTE MANAGEMENT FACILITY (PROCESSING AND DISPOSAL) AT GUWAHATI IN PPP MODE ON DESIGN, BUILD, FINANCE, OPERATE & TRANSFER BASIS (THE “PROJECT”)

THIS Joint Deed Agreement executed on this..... day of..... Two thousand and fifteen between M/s..... a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Partner-1", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Partner-2", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Partner-3", which expression shall include its successors, executors and permitted assigns), (The Bidder Consortium should list the details of all the Consortium Members) for the purpose of making a Bid and entering into an Agreement(in case of award) to be hereinafter referred to as the Operation Agreement, against Bid Document No. (-----) for development of integrated municipal solid waste management facility (processing and disposal) at Guwahati in PPP mode on design, build, finance, operate & transfer basis of Guwahati Municipal Corporation incorporated under the Guwahati Municipal Corporation Act, 1971, and having its Registered Office at Panbazar, Guwahati-781 001 (hereinafter called the “Authority” ).

WHEREAS, the Authority had invited Proposal vide its RfP dated \_\_\_\_\_.

AND WHEREAS the RfP document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Joint Deed Agreement in a format specified by the Authority wherein the Consortium Members have to commit equity investment of a specific percentage in the envisaged Project.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the partners in this Consortium do hereby mutually agree as follows:

- 1. In consideration of the Award of the Contract(s) by the GMC to the Consortium, we the Members of the Consortium and partners to the Joint Deed Agreement do hereby unequivocally agree that partner (1) (M/s.....), shall act as

the Lead Member as defined in the RfP for self and agent for and on behalf of Partner-2, Partner-3 and Partner-4 (the names of the partners to be filled in here).

2. The Lead Member is hereby authorised by the Members of Consortium and Partners to the Joint Deed Agreement to bind the Consortium and receive instructions for and on their behalf. It is further understood that the entire execution of the Contract including payment shall be done exclusively by the Lead Member.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the “issued equity share capital of the Project Company” (if such a company is to be established) is/shall be in the following proportion: (if applicable).

<b>Name</b>	<b>Percentage</b>
Partner 1	---
Partner 2	---
Partner 3	---
<b>Total</b>	<b>100%</b>

6. The Lead Member shall inter alia undertake full responsibility for liaising with Lenders and mobilising debt resources for the Project, achieving financial closure on behalf of the Bidding Consortium.
7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
10. This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Guwahati alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby agreed that in case of an award of Contract, the partners to this Joint Deed Agreement do hereby agree that they shall furnish the Performance Guarantee in favour of



Guwahati Municipal Corporation (GMC), as stipulated in the bidding documents, jointly, on behalf of the Consortium Members, in favour of the GMC.

12. It is further expressly agreed that the Joint Deed Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by the GMC.
13. The Lead Member is authorised and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in Bid to the RfP and for the purposes of the Project.
14. It is hereby expressly understood between the partners to this Agreement that neither partner may assign or delegate its rights, duties or obligations under the Contract except with prior written consent of GMC.

This Joint Deed Agreement

- a) has been duly executed and delivered on behalf of each Partner hereto and constitutes the legal, valid, binding and enforceable obligation of each such Partner,
- b) sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof;
- c) may not be amended or modified except in writing signed by each of the Partners and with prior written consent of GMC.

**IN WITNESS WHEREOF, the partners to the joint Deed Agreement have, through their authorised representatives, executed these present and affixed Common Seals of their respective companies on the Day, Month and Year first mentioned above.**

For M/s .....  
(Partner 1)

1. Common Seal of M/s.....

.....  
have been affixed in my/ our presence  
pursuant to Board/Board of Directors Resolution

(Signature of the authorised  
representative)

Name.....

dated

Signature.....

Designation.....

For M/s .....  
(Partner 2)

2. Common Seal of M/s.....

.....  
have been affixed in my/ our presence  
pursuant to Board/Board of Directors Resolution

(Signature of the authorised  
representative)

Name.....

dated

Signature.....

Designation.....

For M/s .....

(Partner 3)

3. Common Seal of M/s.....

.....  
have been affixed in my/ our presence  
pursuant to Board/Board of Directors Resolution

dated

Signature.....

(Signature of the authorised  
representative)

Name.....

Designation.....

**ANNEXURE – 7**

**Format for Evidence of Access to or Availability of Credit Facilities in the  
Proposed Project Bank / Financial Institution Certificate  
[On the Letter Head of the Bank/Financial Institution]**

(From any Scheduled Indian Bank or foreign bank or Financial Institution located in India and approved by Reserve Bank of India)

This is to certify that M/s. ----- is a reputed company with a good financial standing.

If the contract for the work, namely “Development of Integrated Municipal Solid Waste Management Facility (Processing and Disposal) in PPP Mode on Design, Build, Finance, Operate & Transfer Basis” at Guwahati in Assam, India” (“Project”) is awarded to the above firm, we shall be able to provide credit facilities to the extent of Rs. ----- to meet their capital requirements for participation in the Project.

This certificate is issued with the approval of Head Office of the Bank / Financial Institution.

Signature

Name and Designation of the Competent Authority of the Bank / Financial Institution

Name, Address and Phone number of the Issuing Branch

Note: For the purpose of the certificate, Bank / Financial Institution will be defined as under:

1. State Bank of India and its subsidiaries
2. Any Indian Nationalized Bank
3. IDBI or ICICI Bank
4. Financial Institutions as approved by RBI
5. Investment Institutions (e.g. LIC, GIC etc.)
6. NBFC’s approved by RBI and having adequate Net Worth
7. Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank
8. Any scheduled Commercial Bank approved by RBI having adequate net worth as per the latest Annual Report of the Bank. In case of a Foreign Bank (issued by a branch in India), the net worth in respect of Indian operations shall only be taken into account.
9. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI (since 31<sup>st</sup> March 2018)
10. The Bank Certificate issued by a Cooperative Bank shall not be accepted.

**ANNEXURE – 8**

**Format of Disclosure**

**[On the letter head of bidding Company/Each Member in a Bidding Consortium]**

**Disclosure**

We hereby declare that the following companies with which we/have direct or indirect relationship are also separately participating in this Bid process as per following details:

<b>SI No</b>	<b>Name of the Company</b>	<b>Relationship</b>

In case there is no such company in the column “name of the company” write “Nil”.

Further we confirm that we don’t have any Conflict of Interest with any other company participating in this bid process.

Signature of

Chief Executive Officer/Managing Director

*1. The above disclosure should be signed and certified as true by the Chief Executive Officer/Managing Director being full time Director Bidding Company or Member, in case of a Consortium.*

## **ANNEXURE – 9**

### **Guidelines for Technical Note**

Technical note should essentially consist of:

- Bidder's understanding of the project concept
- Bidders experience in implementing PPP projects and success stories.
- Bidders experience in implementing Infra-structure Projects.
- Bidders experience in implementing MSW sector Projects.
- Proposed approach, methodology for implementing the proposed project.
- Detailed specifications of equipment to be used for this Project.
- Schedule for implementation of the proposed project. It should clearly indicate the earliest time when the bidder proposes to complete various parts of the Project.
- Detailed Plans for marketing of products/tie-ups.
- Financial Viability of the project, if awarded
- Availability/tie-up for funds for the Project, if awarded.

ANNEXURE – 10

**Format for Affidavit for Non-criminality**

**(In case of Consortium to be given separately by each member)**

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

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s\_\_\_\_\_ nor any of its directors/constituent partners have abandoned any work on Municipal Waste Management in India or any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s\_\_\_\_\_ nor any of our consortium partner namely M/s\_\_\_\_\_ & M/s\_\_\_\_\_ have abandoned any contract/work of GMC or Govt. of Assam and or blacklisted by any State/Central Govt. agencies in participating from any bidding/tendering process.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by GMC to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the GMC.

Signed by an authorized Officer of the Company/firm

Title of Officer

Name of Company/Firm

Date

ANNEXURE – 11

**FORMAT FOR ANTI-COLLUSION CERTIFICATE**  
**(On the letter head of the Lead Member / Sole Applicant)**  
**ANTI-COLLUSION CERTIFICATE**

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

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

Date this .....Day of .....2018.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

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

## ANNEXURE – 12

### FORMAT FOR BID SECURITY

In consideration of the Guwahati Municipal Corporation (hereinafter called “GMC” which expression shall include any entity which GMC may designate for the purpose) having agreed, inter alia, to consider the bid of ..... (Hereinafter referred to the “Bidder” which expression shall include their respective successors and assigns) which will be furnished in accordance with the terms of the Request for Proposals for the Project/s (name of one or all the Projects, if bidding for more than one Project) envisaging ..... (hereinafter called the “RFP”) in lieu of the Bidder being required to make a cash deposit, we .....[name of the Bank and address of the issuing branch], hereinafter called the “Bank” which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay as primary obligator and not as surety only to GMC without protest or demand and without any proof or condition the sum of Rs. .... Lakhs (in words).

1. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within five days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from GMC stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the RFP. Any such demand made on the Bank by GMC shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank’s liability under ‘this Guarantee shall be restricted to an amount not exceeding Rs ..... Lakhs (in words).

2. We, the Bank unconditionally undertake to pay to GMC any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidder or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to the Bank not to pay or for any cause to withhold or defer payment to GMC under this Guarantee. The Bank’s liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank’s liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.

3. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and until 1700 hours on the date which falls 90 days beyond the Proposal Validity period i.e. ....(hereinafter called “the End Date”). Unless a demand or claim under this Guarantee is made on the Bank by GMC in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter.

4. We, the Bank further agree with GMC that GMC shall have the fullest liberty without the Bank’s consent and without affecting in any manner the Bank’s obligation hereunder to vary any of the terms and conditions of the RFP or to extend or postpone the time of performance by the Bidder or any other party from time to time or postpone for any time or from time or postpone for any time or from time to time any of the powers exercisable by GMC against the Bidder or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating



to the RFP and the Bank shall not be relieved from its liability by reason or any forbearance act or omission on the part of GMC, or any indulgence given by GMC to the Bidder or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.

5. To give full effect to the obligations herein contained, GMC shall be entitled to act against the Bank as primary obligator in respect of all claims subject of this Guarantee and it shall not be necessary for GMC to proceed against the Bidder or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the bank as principal obligator.

6. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of any individual member of the Bidder or any other party or any change in the legal constitution or insolvency of the Bidder or any other party or any change in the legal constitution of the Bank or GMC.

7. We, the bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of GMC writing.

Notwithstanding anything contained herein.

a) Our liability under the Bank Guarantee shall not exceed ..... Lakhs (in word).

b) The Bank Guarantee shall be valid upto [date], 2018.

c) Unless acclaimed or a demand in writing is made upon us on or before ----- all our liability under this guarantee shall cease.

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

Signed and Delivered

On behalf of .....(Bank name)

(Signature)  
(Date)

By the hand of Mr. ....

(Name of authorized signatory)

**Designation**

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

ANNEXURE – 13  
**FORMAT FOR PROJECT UNDERTAKING**  
**(On the Letterhead of the Sole Applicant/ Lead Member)**  
**PROJECT UNDERTAKING**

Date:

To  
**The Commissioner,  
Guwahati Municipal Corporation,  
Pan Bazar, Guwahati – 781 001**

Sub: “Request for Proposal for Development of Integrated Municipal Solid Waste Management Facility (Processing and Disposal) at Guwahati in PPP Mode on Design, Build, Finance, Operate & Transfer Basis”

Dear Sir,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by GMC. We hereby agree and undertake as under:

1. We have no comments on the Concession Agreement and we agree to bind ourselves by the Concession Agreement provided as a part of the Bid Documents.
2. Any direct or indirect deviations from the terms of the Bid Documents, if any in our Proposal, are hereby revoked unconditionally.
3. Irrespective of the Technology used by us, it would be our responsibility to process the Municipal waste of Guwahati as per the prevailing rules and adhere to the conditions specified in the Bid Documents.
4. If the Tender is awarded to us, we shall invest in the project as per the share provided and would take the full responsibility of marketing the product so as to make the project financially viable.
5. If the Tender is awarded to us, complete technical details of the Project will be submitted to GMC representative for evaluation, before actual implementation of the Project.
6. It is our responsibility to implement the project as per actual design parameters for the project.
7. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in also forms a part of the RFP provided to

Dated this.....Day of .....2018.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorized Person

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

## ANNEXURE – 14

### GUIDELINES FOR EVALUATING TECHNICAL & FINANCIAL PROPOSALS

#### Evaluation of Technical Proposal

The Bidder (sole or consortium) shall submit their technical proposal clearly mentioning the following:

- Bidder's understanding of the project concept
- Bidders experience in implementing PPP projects and success stories
- Bidders experience in implementing Infra-structure Projects
- Bidders experience in implementing MSW sector Projects
- Proposed approach, methodology for implementing the proposed project
- Detailed specifications of equipment to be used for this Project.
- Schedule for implementation of the proposed project
- Plans for marketing of products/tie-ups

The bidders will be evaluated against a total score of 100 by the evaluation committee. The distribution of score will be as follows:

Criteria	Marks
Experience in PPP Project	15 Marks
Experience in MSW sector	25 Marks
Approach & Methodology for implementing this project	20 Marks
Innovative Approach – Technical	10 Marks
Plan for Financial sustainability of project covering marketing aspects or sale of products - Revenue Generation modeling.	30 Marks
<b>Total</b>	<b>100 Marks</b>

Any Applicant who achieves a score of 70 and above against the total marks of 100 will be deemed to be qualified for the technical capability criteria (based on submissions as per guidelines in RfP) and are eligible for financial opening of the bids.

#### **Evaluation of Financial Proposal:**

The financial proposals of all the Technical qualified bidders will be opened on the date and time mentioned by the Authority. The financial Proposal shall essentially consist of figures for every component, as per format at provided in the financial proposal Annexure.

- 1) The values in financial proposal shall be neatly typed and covered with a transparent adhesive tape. Any hand written financial proposal or with overwriting shall be liable for rejection.
- 2) The financial proposal will be ranked as per the rate quoted by the bidders; the bidders' percentage contribution in each of the components of the project is prepared. Then, the share of GMC in terms of investment is tabulated as per the component. The bidders will be arranged as per the Proposed GMC share from minimum to maximum. The bidder proposing the lowest amount of investment for GMC will be selected as the preferred bidder.

**ANNEXURE – 15**

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

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

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

After reducing the future committed capital investments (till one month before the Proposal  
submission date), M/s ----- will be having  
Rs. \_\_\_\_\_ for investment in new Capital investments.

Signed

Name of Statutory Auditor

**ANNEXURE – 16**

**CERTIFICATE FOR EVIDENCE OF ACCESS TO OR AVAILABILITY  
OF CREDIT FACILITIES / EQUITY PARTICIPATION IN THE  
PROPOSED PROJECT FROM BANK / FINANCIAL INSTITUTION**  
(From any Scheduled Indian Bank or Financial Institution located in India and approved by RBI)

This is to certify that M/s. ----- is a reputed company with a good financial standing.

If the contract for the work, namely Development of Integrated Municipal Solid Waste Management Facility (Processing and Disposal) at Guwahati in PPP Mode on Design, Build, Finance, Operate & Transfer Basis (“Project”) is awarded to the above firm, we shall be able to provide credit facilities to the extent of Rs. \_\_\_\_\_ to meet their capital requirements for equity participation in the Project.

This certificate is issued with the approval of Head Office of the Bank / Financial Institution.

Signature

Name and Designation of the Competent Authority of the Bank / Financial Institution

Name, Address and Phone number of the Issuing Branch

Note: For the purpose of the certificate, Bank / Financial Institution will be defined as under:

1. State Bank of India and its subsidiaries
2. Any Indian Nationalized Bank
3. IDBI or ICICI Bank
4. Financial Institutions as approved by RBI
5. Investment Institutions (e.g. LIC, GIC etc.)
6. NBFC’s approved by RBI and having a Net Worth of more than Rs 250 Crores
7. Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank
8. Any scheduled Commercial Bank approved by RBI having a net worth of not less than Rs 500 Crores as per the latest Annual Report of the Bank. In case of a Foreign Bank (issued by a branch in India), the net worth in respect of Indian operations shall only be taken into account.
9. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI (since 31<sup>st</sup> March 2013)
10. The Bank Certificate issued by a Cooperative Bank shall not be accepted.

ANNEXURE – 17

**Financial Bid format**

**Development of Integrated MSW Management Facility (Processing and disposal) at  
Guwahati in PPP Mode on Design, Build, Finance, Operate & Transfer Basis  
(On the letterhead of the Lead Member)**

To,  
**Commissioner,  
Guwahati Municipal Corporation,  
Guwahati**

Sub: Financial Bid for development of Integrated Municipal Solid Waste Management Facility (Processing and Disposal) at Guwahati in PPP Mode on Design, Build, Finance, Operate & Transfer basis.

Sir,

In pursuant to above and considering the assumptions mentioned in the submitted Annexure in line with the RfP, we are proposing the following:

<b>Sl No</b>	<b>Component of Project</b>	<b>Amount in words (Rs in Lakh)</b>	<b>Amount in figures (Rs in Lakh)</b>	<b>Proposed Involvement (in %)</b>	<b>Proposed Revenue Sharing (%)</b>
1	500 TPD Segregating Plant				
2	150 TPD Compost Plant				
3	Plastic Recovery Plant				
4	Metal Recovery Plant				
5	Glass Recovery Plant				
6	Refuse Derived Fuel Plant (Briquette)				
7	Eco Brick Plant				
8	Construction, Operation & Maintenance of Sanitary Landfill				
<b>Total</b>					