

**CONSTRUCTION AND DESIGN SERVICES,  
UTTAR PRADESH JAL NIGAM  
GOVERNMENT OF UTTAR PRADESH**

**REQUEST FOR PROPOSAL FOR SELECTION OF DEVELOPER FOR SETTING UP  
MUNICIPAL SOLID WASTE (MSW) TO ENERGY PROCESSING FACILITY ON  
DBFOT BASIS IN  
MUNICIPAL CORPORATION JHANSI**

**Issued by**



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**October 2017**

**Bid Due Date: 22<sup>nd</sup> November, 2017, 15:00 Hrs**

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## 1. DISCLAIMER

- 1.1.1. The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), in documentary or any other form by or on behalf of C&DS, UPJN or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 1.1.2. This RFP is not an agreement and is neither an offer nor invitation by C&DS, UPJN to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Qualification Proposal, Technical Proposal and Financial Proposal (together constituting the “**Bid**”) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by C&DS, UPJN in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for C&DS, UPJN, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- 1.1.3. Information provided in the Bidding Documents to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. C&DS, UPJN accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.1.4. C&DS, UPJN, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding Process.

- 1.1.5. C&DS, UPJN also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in the Bidding Documents.
- 1.1.6. C&DS, UPJN may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in the Bidding Documents.
- 1.1.7. The issue of the Bidding Documents does not imply that C&DS, UPJN is bound to select a Bidder or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and C&DS, UPJN reserves the right to reject all or any of the Bidders without assigning any reason whatsoever.
- 1.1.8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by C&DS, UPJN or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and C&DS, UPJN shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
- 1.1.9. C&DS, UPJN, its employees and its advisors undertake no obligation to provide the Bidder(s) with any additional information or update this RFP and reserve the right, at any time and without notice, to change or modify the procedure for bidding, terminate or enter into negotiations on any part of or the entire Bidding Process.
- 1.1.10. This RFP has not been filed, registered or approved in any jurisdiction. Bidder(s) of this RFP, should inform themselves of, observe and comply with all applicable legal requirements.

## 2. GLOSSARY

<b>Associate</b>	As defined in Clause 4.2.6
<b>Assured Quantity</b>	The quantity of MSW that the ULB has to deliver at the Project Site on a daily basis measured in TPD.
<b>Authorized Signatory</b>	As defined in Appendix B8
<b>Bid</b>	Shall mean the Qualification Proposal submitted by the Bidder as per Clause 5, Technical Proposal submitted by the Bidder as per Clause 6 and Financial Proposal submitted by the Bidder as per Clause 7 of this RFP in response to the Request for Proposals in accordance with the provisions thereof
<b>Bid Due Date</b>	As defined in Clause 3.1.6
<b>Bid Security</b>	As defined in Clause 4.21
<b>Bid Validity</b>	As defined in Clause 4.8.1
<b>Bidder</b>	<b>“Bidder”</b> shall mean Bidding Company or a Bidding Firm Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Firm/ Bidding Consortium / Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.
<b>Bidding Documents</b>	As defined in Clause 3.3.4
<b>Bid Evaluation Criteria</b>	As defined in Clause 7.2
<b>Bidding Process</b>	As defined in Clause 3.3.1
<b>BOLT</b>	Built-Own-Lease-Transfer model of PPP projects
<b>BOO</b>	Build-Own-Operate model of PPP projects
<b>BOOT</b>	Build-Own-Operate-Transfer model of PPP projects

<b>BOT</b>	Build Operate Transfer model of PPP projects
<b>C&amp;DS, UPJN</b>	As defined in Clause 3.1
<b>COD</b>	Commercial Operation Date; shall mean the date on which the Project is declared by the Concessionaire to be operational (which means the Project is able to inject Quoted Capacity to Grid), provided that the Concessionaire shall not declare a generating unit to be operational until such generating unit has met the requisite conditions as per the Power Purchase Agreement
<b>Concession</b>	As defined in Clause 3.1.4
<b>Concessionaire</b>	As defined in Clause 3.1.1
<b>Concession Agreement</b>	As defined in Clause 3.1.1
<b>Conflict of Interest</b>	As defined in Clause 4.2.1(c)
<b>Consortium</b>	As defined in Clause 4.2.1(a)
<b>DBFOT</b>	As defined in Clause 3.1.1
<b>Disposal</b>	The activity of disposing remnants of the waste process in a Scientific Landfill
<b>Eligible Experience</b>	As defined in Clause 5.1.1
<b>Eligible Projects</b>	As defined in Clause 5.2.1
<b>Estimated Project Cost</b>	The project cost specified in the Lender Documents
<b>Financial Capacity</b>	As defined in Clause 5.1.1(b)
<b>Financial Proposal</b>	As defined in Clause 3.3.1(c)
<b>Financial Year</b>	shall mean, with respect to the initial Financial Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on the following March 31. Each successive Financial Year shall begin on April 1 and end on the following March 31, except that the final Financial Year shall end on the date of expiry of the term or on termination of the Power

Purchase Agreement.

<b>Firm</b>	Shall mean a partnership firm registered under the Indian Partnerships Act, 1932 and as amended from time to time or a partnership firm registered under the Limited Liability Partnership Act (LLP) 2008 and as amended from time to time. A sole proprietorship registered under the Indian Partnerships Act, 1932 shall also be referred to as Firm
<b>Government / GoUP</b>	Government of Uttar Pradesh
<b>Installed Capacity</b>	The sum total of name plate capacity of all the units of the Project
<b>Interconnection Point</b>	shall mean the point at 33 kV bus of 33/11 kV substation or 33 kV of 132/33 kV substation or 132 kV of 132/33 kV substation where the power from the Waste to Energy Project is injected into the state distribution system
<b>Jt. Bidding Agreement</b>	As defined in Clause 4.2.3(g)
<b>Lead Member</b>	As defined in Clause 4.2.3(c)
<b>Lender Documents</b>	The set of documents constituting the agreement between the Concessionaire and the Lender for the purpose of providing debt financing to the Project
<b>LOA</b>	Letter of Award
<b>Member</b>	Member of a Consortium
<b>MRF</b>	Material Recovery Facility
<b>Net Worth</b>	As defined in Clause 5.3.1
<b>Obligated Quantity</b>	125% of the Assured Quantity of MSW to be delivered to the Project Site in the first Financial Year
<b>Performance Security</b>	As defined in Clause 4.21.5
<b>PPP</b>	As defined in Clause 3.1.1
<b>Preferred Bidder</b>	As defined in Clause 3.3.8

<b>Processing Technology</b>	As defined in Clause 3.2
<b>Project</b>	As defined in Clause 3.1.1
<b>Project Facilities</b>	means the Site and the WtE Processing Facility
<b>Proposed Technology</b>	As defined in Clause 3.2
<b>Qualification</b>	As defined in Clause 3.3.1(a)
<b>Qualification Proposal</b>	As defined in Clause 3.3.1(a)
<b>Qualified Bidders</b>	As defined in Clause 3.3.1(a)
<b>Quoted Contracted Capacity</b>	Shall mean the information furnished by the Bidder as per Clause 7
<b>Quoted Differential Tariff</b>	As defined in Clause 7.1.1(a)
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP</b>	Request for Proposal
<b>Scheduled COD</b>	As defined in Schedule 5 of the Concession Agreement
<b>Scientific Landfill</b>	Prepared for Landfilling of the Residual Inert Matter in accordance with the Specification and Standards contained in SWM Rules 2016 and any amendments/ revision thereto from time to time and the Applicable Law
<b>Scientific Landfilling/ SLF</b>	Development and operation of Scientific Landfill and landfilling of Residual Inert Matter and process remnants in accordance with the Specification and Standards contained in the SWM Rules, 2016 and any amendments/ revision thereto time to time.
<b>MSW</b>	Municipal Solid Waste
<b>Technical Capacity</b>	As defined in Clause 5.1.1



<b>SWM Rules 2016</b>	the Solid Waste Management Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986)
<b>Technical Proposal</b>	As defined in Clause 3.3.1(b)
<b>Technology Provider</b>	As defined in Clause 5.1.1(a) (i)
<b>TPD</b>	Tonnes per day
<b>ULBs</b>	Urban Local Bodies
<b>UPPCL</b>	Power Distribution Companies of Uttar Pradesh. In this RFP, DISCOMs shall refer to Uttar Pradesh Power Corporation Limited.
<b>UPERC</b>	Uttar Pradesh Electricity Regulatory Commission
<b>WtE</b>	Waste to Energy

The words and expressions beginning with capital letters and defined in this RFP shall, unless the context otherwise requires, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the Concession Agreement, shall, unless the context otherwise requires, have the meaning ascribed thereto therein

### 3. INTRODUCTION

#### 3.1 Background

- 3.1.1 **Construction & Design Services, Uttar Pradesh Jal Nigam (C&DS, UPJN)** has been authorized by the GoUP/ Jhansi ULB to carry out the bidding process for selection of an entity to whom the Project for the development of Waste to Energy (WtE) Processing Facilities in Jhansi (the “**Project**”) may be awarded and as part of this endeavour, **Jhansi ULB** has decided to undertake development and operation/maintenance of the Waste to Energy (WtE) Processing Facilities through Public-Private Partnership (the “**PPP**”) on Design, Build, Finance, Operate and Transfer (the “**DBFOT**”) basis. The selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or a Firm, sole or as Consortium shall form a special purpose vehicle/ SPV (the “**Concessionaire**”) who shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire Jhansi ULB and C&DS, UPJN and the power purchase agreement (the “**Power Purchase Agreement**”) to be entered into between the Concessionaire and the UPPCL. The estimated project cost would be Rs. 55.00 Crore (Rupees Fifty Five Crore only). It is hereby clarified that this project cost is indicative and the bidders are required to assess their own project cost. ULB and / or C&D, UPJN and / or its Transaction Advisors shall not be responsible to any bidder for any loss on this account.
- 3.1.2 The estimated Municipal Solid Waste generated, at present within the ULB area is 300 TPD (approximately).
- 3.1.3 The scope of work will broadly include Design, Build, Finance, Operate and Transfer(DBFOT) of facilities and infrastructure for:
- (a) Construction and operation of Waste to Energy (WtE) Processing Facility by the Concessionaire for Obligated Quantity of MSW as mentioned in Clause 3.2 including segregation of MSW for the Obligated Quantity of MSW during the Concession Period; however the Concessionaire may also have provision for adding extra capacity to the Waste to Energy Processing Facility using the same or any other commercially proven technology to accommodate the growth in MSW potential in the coming years;
  - (b) Disposal of the process remnants and residual inert matters / materials by the Concessionaire from Waste to Energy Processing Facility;
  - (c) Construction and Operation of SLF during the Concession Period and Post Closure Period;
  - (d) Evacuation of energy from Waste to Energy Processing Facility;
  - (e) Compliance with any order and/or direction(s) as may be issued by National

Green Tribunal or any such competent authority issuing such order(s) and/or direction(s) from time to time in relation to SWM and/or WTE projects.

- 3.1.4 The Concession Agreement sets forth the detailed terms and conditions for grant of concession to the Concessionaire, including the scope of the Concessionaire's services and obligation (the "**Concession**").
- 3.1.5 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and shall not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or C&DS, UPJN's rights to amend, alter, change, supplement or clarify the scope of work under the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by C&DS, UPJN.
- 3.1.6 C&DS, UPJN shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by C&DS, UPJN, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 3.4 for submission of Bid (the "**Bid Due Date**").
- 3.1.7 The DPR for municipal solid waste management has been prepared by the Consultants to ULB / UPJN and approved by the appropriate authority under **Jawaharlal Nehru National Urban Renewal Mission (JnNURM)** in the year 2008. The copy of the DPR can be accessed by any prospective Bidder from the office of C&DS, UPJN during the working hours and if required prospective Bidder can get the DPR photocopied at its risk, cost and expense.

The Concessionaire may however note that the DPR may not cover adequately the equipment/resources/technology to undertake efficiently and comprehensively the activities as defined in the scope of work of this Project covering the entire area within the municipal limits or as defined by the ULB. Therefore the Concessionaire may as he deems fit, include such activities/equipment/manpower at its own cost to make good any shortcomings or enhance the techno-economic viability of the Project.

## 3.2 **Proposed Technology**

- 3.2.1 The Bidder shall propose a technology which it feels is suitable for the waste to energy conversion project and is in compliance with SWM Rules 2016 and any amendments/revision thereto or any other rules in force at the time of Bid submission and as amended from time to time as per Appendix C1. The Bidder shall also specify the proposed size in MW of the WtE Processing Facility to be set up. However, the Bidder needs to ensure the following:
- (a) The bio-degradable and recyclable content of the waste needs to be separated through a suitable Material Recovery Facility (the "**MRF**")

- (b) The Bidder shall propose a suitable Processing Technology for Processing of the bio- degradable content of the waste
  - (c) The Bidder shall propose a suitable Processing Technology for Processing of combustible content of the waste and conversion to energy
  - (d) The Bidder shall propose a suitable technology for recovering processed recyclable content of the waste
  - (e) Not more than 15% of the waste received at the Waste to Energy Project Facility should be disposed of in the Scientific Landfill
- 3.2.2 The Bidder shall have to demonstrate the successful implementation of the proposed technology to C&DS, UPJN prior to signing of the Concession Agreement.

### 3.3 **Brief description of Bidding Process**

3.3.1 C&DS, UPJN has adopted a single stage process (the “**Bidding Process**”) for selection of the Bidder for award of the Project. It involves:

- (a) Qualification (the “**Qualification**”) of interested parties/consortia (the “**Bidder**”/ **Bidder(s)**), which expression shall, unless repugnant to the context, include the Members of the Consortium in case of Consortium as the Bidder) who make a Qualification Proposal (the “**Qualification Proposal**”) in accordance with the Annexure B - Qualification Proposal. Bidders meeting the Technical and Financial Capacity as set out in Clause 5.1.1 will be short- listed (the “**Qualified Bidders**”)
- (b) Evaluation of the technical application (the “**Technical Proposal**”) proposed by Qualified Bidders only made in accordance with the Annexure C - Technical Proposal
- (c) Evaluation of the financial application (the “**Financial Proposal**”) made in accordance with Annexure D, of only the Qualified Bidders who have cleared the **Technical Proposal**.

3.3.2 The Bidding Documents of the Project and all the further updates and notices can be seen on the website [www.cdsupjn.org](http://www.cdsupjn.org) and downloaded from e-tender portal [www.etender.up.nic.in](http://www.etender.up.nic.in).

3.3.3 The prospective Bidders can download the bid document from the e-tender portal. However they shall pay INR 23,600 (INR Twenty Three Thousand Six Hundred only) (including GST) towards the cost of Bidding Documents for Bid in the form of a Demand Draft in favour of “**Director, C&DS, U.P Jal Nigam**” payable on any scheduled bank in India (other than a regional rural banks and cooperative banks), having a branch in Lucknow (non-refundable). In case the interested Bidder requires

RFP document to be sent by post, an additional demand draft of Rs. 500/- towards the postal charges should also have to be submitted alongwith the above request.

Bidders who downloaded the RFP document frome-tender portal (www.etender.up.nic.in) must submit the non-refundable RFP Document Fee along with their Proposal in the form of a non-refundable demand draft of Rs. 23,600 (INR Twenty Three Thousand Six Hundred only) (including GST) towards the cost of the RFP Document drawn in favour of "Director, C&DS, U.P. Jal Nigam" payable on any scheduled bank in India (other than a regional rural banks and cooperative banks),having a branch in Lucknow. **Bidders should ensure that date of demand draft should be on or before 22.11.2017.**

- 3.3.4 The **“Bidding Documents”** includes the RFP and Draft Concession Agreement which will be provided to the Bidders along with the RFP. The aforesaid documents and any addenda issued subsequent to this RFP Document will also form an integral part of the Bidding Documents.
- 3.3.5 Bidder will be required to deposit along with the Bid, a Bid Security as per the Clause 4.21.
- 3.3.6 Bidder will be required to also submit the RFP document along with Bid, each page of which shall be duly signed by its authorized signatory.
- 3.3.7 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids together with all required documents towards award of the Concession for the Project.
- 3.3.8 The Project shall be awarded to the Bidder who has quoted the highest Revenue Share to ULB or lowest Cost to ULB (**“Preferred Bidder”**) as explained in Clause 7.2.2. In case the Preferred Bidder withdraws or is not selected for any reason in the Bid Validity Period, other Bidders shall be kept in reserve and may be invited to match the Bid submitted by the Preferred Bidder. In the event that none of the other Bidders matches the Bid of the Preferred Bidder, C&DS, UPJN may, in its discretion, either invite fresh Bid from the remaining Bidders or annul the Bidding Process.
- 3.3.9 Further and other details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

#### 3.4 **Schedule of Bidding Process**

C&DS, UPJN shall endeavour to adhere to the following schedule:

<b>S No.</b>	<b>Event</b>	<b>Schedule</b>
1.	Issue of RFP	26.10.2017
2. ,	Last date for submission of queries	6.11.2017, 1100 hrs
3.	Last date for replies to queries	13.11.2017, 1300 hrs
4.	Bid document download end date	21.11.2017 1700 hrs

<b>S No.</b>	<b>Event</b>	<b>Schedule</b>
5.	Bid Due Date (Bid Submission Deadline)	22.11.2017 1500 hrs
6.	Opening of Qualification Proposal	22.11.2017 1530 hrs
7.	Opening of Technical Proposal	29.11.2017 1500 hrs
8.	Announcement of Qualified Bidders and opening of Financial Bids	11.12.2017 1100 hrs
9.	Issue of LoA to Successful Bidders	18.12.2017 1100 hrs
10.	Signing of the Concession Agreement	17.01.2018 1100 hrs

The bidder are advised to read the above schedule in conjunction with Key dates mentioned in RFP notice.

If any public holiday, weekly holidays falls on the scheduled dates, the next working day shall be treated as the operational date. C&DS, UPJN reserves the right to change the above Bid process timelines. However C&DS, UPJN shall notify prospective Bidders through email/notification on website platform regarding changes to the above timelines.

## 4. INSTRUCTIONS TO BIDDERS

### A. General

#### 4.1 Scope of Bid

4.1.1 C&DS, UPJN wishes to receive Qualification Proposal, Technical Proposal and Financial Proposal through e-tending on e-tender portal ([www.etender.up.nic.in](http://www.etender.up.nic.in)).

#### 4.2 Eligibility of Bidders

4.2.1 For determining the eligibility of Bidders (the “**Eligible Bidders**”) hereunder, the following shall apply:

- (a) The Bidder for qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium. A Bidder violating the above condition shall be liable for disqualification and C&DS, UPJN shall be entitled to forfeit and appropriate the Bid Security. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) A Bidder may be a private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 4.2.2 below.
- (c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, C&DS, UPJN shall be entitled to forfeit and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by C&DS, UPJN including consideration of such Bidder’s proposal (the “**Damage**”) without prejudice to any other right or remedy that may be available to C&DS, UPJN under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - (i). the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed share capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five per cent) of the subscribed and

paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause(aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii). a constituent of such Bidder is also a constituent of another Bidder bidding for this project; or
- (iii). such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv). such Bidder has the same legal representative for the purposes of this Bid as any other Bidder; or
- (v). such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi). such Bidder or any Associate thereof has participated as a consultant to C&DS, UPJN in the preparation of any documents, design or technical specifications of the Project.

4.2.2 The Bidder shall submit a Power of Attorney as per the format at Appendix B5, authorizing the signatory of the Bid to commit the Bidder. In case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix B6.

- (a) The Bidder, whether sole or Consortium, shall form an appropriate SPV to execute the Project, if the Project is awarded to the Bidder.

4.2.3 In case the Bidder is a Consortium, it shall comply with the following additional requirements:



- (a) Number of members in a consortium shall not exceed 3 (three);
- (b) subject to the provisions of sub-clause (a) above, the Qualification Proposal shall contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”) and the nomination(s) shall be supported by a Power of Attorney, as per the format in Appendix B6, signed by all the other members of the Consortium;
- (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) an individual Bidder cannot at the same time be member of a Consortium submitting Bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium submitting Bid;
- (f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- (g) members of the Consortium shall enter into a binding joint bidding agreement, substantially in the form specified at Appendix B7 (the “**Jt. Bidding Agreement**”), for the purpose of making the Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
  - (i). Convey the intent to form an **SPV** with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and a Power Purchase Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement and the Power Purchase Agreement, in case the concession to undertake the Project is awarded to the Consortium;
  - (ii). Clearly outline the proposed roles and responsibilities, if any, of each member;
  - (iii). Commit the minimum equity stake to be held by each member;
  - (iv). Commit that the Lead Member, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 51% (fifty one percent) or more of the paid up and subscribed equity of the SPV
  - (v). Commit that other members of the Consortium (i.e. except the Lead Member), whose experience will be evaluated for the purposes of this RFP, shall subscribe to 10% (ten percent) of more of the paid up and subscribed equity of the SPV.
  - (vi). Commit that the Lead Member, whose experience will be evaluated as per the sub-clause (c) above shall, for a period of 5 (five) years from the COD

of the Project, hold equity share capital not less than 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV;

- (vii). Commit that other members of the Consortium (i.e. except the Lead Member), whose experience will be evaluated as per the sub-clause (f) above shall, for a period of 5 (five) years from the COD of the Project, hold equity share capital not less than 10% (ten percent) of the subscribed and paid up equity share capital of the SPV;
  - (viii). members of the Consortium undertake that they shall collectively hold 100% (one hundred percent) of the subscribed and paid up equity of the SPV at all times until the fifth anniversary of the COD of the Project; and
  - (ix). include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement.
  - (x). the Lead Member shall continue to hold at least 26% of the subscribed and paid up equity share capital of the SPV at all time during the Concession Period;
- (h) In case of sole Bidder, the Bidder shall continue to hold 100% of the subscribed and paid up equity share capital of the SPV at all time for a period of 5 (five) years from the COD of the Project and after that shall hold a minimum of 26% of the subscribed and paid up equity share capital of the SPV for the remaining concession Period.
- (i) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of C&DS, UPJN.
- 4.2.4 Any entity which has been barred by the Central/ State Government/ UPJN/ any other entity of GoUP/ any urban local body in India or any entity controlled by them from participating in any project (PPP or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit the Bid, either individually or as member of a Consortium.
- 4.2.5 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. The Bidder has to submit a sworn affidavit complying with the above.
- 4.2.6 In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under Section 5, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. For purposes of this RFP, Associate means, in

relation to the Bidder/ Consortium Member, who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or corporation, the power to direct the management and policies of such company or corporation by operation of law.

4.2.7 The following conditions shall be adhered to while submitting the Bid:

- (a) Bidders shall attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information
- (b) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms
- (c) In responding to the Bid submissions, Bidders shall demonstrate their capabilities in accordance with Clause 5.1.1

4.2.8 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

4.2.9 Notwithstanding anything stated elsewhere in the RFP document, C&DS, UPJN shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to C&DS, UPJN. The Bidders may be disqualified if it is determined by C&DS, UPJN, in its sole discretion, at any stage of the process, that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the qualification criteria. Supplementary information or documentation may be sought from Bidders at any time and must so be provided within a reasonable timeframe as stipulated by C&DS, UPJN.

### 4.3 **General Terms of Bidding Process**

4.3.1 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement and the Power Purchase Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement and the Power Purchase Agreement.

4.3.2 The documents including this RFP and all attached documents, provided by C&DS, UPJN are and shall remain or become the property of C&DS, UPJN and are transmitted to the

Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 4.3.2 shall also apply *mutatis mutandis* to Bid and all other documents submitted by the Bidders, and C&DS, UPJN will not return to the Bidders any Bid, document or any information provided along therewith.

4.3.3 This RFP is not transferable.

4.3.4 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

#### 4.4 **Number of Bids and costs thereof**

4.4.1 No Bidder shall submit more than one Bid. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

4.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. C&DS, UPJN will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

#### 4.5 **Site visit and verification of information**

4.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.

#### 4.6 **Acknowledgement by Bidder**

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

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from C&DS, UPJN;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of C&DS, UPJN relating to any of the matters referred to in Clause 4.4 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

4.6.2 C&DS, UPJN 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 the RFP

or the Bidding Process, including any error or mistake therein or in any information or data given by C&DS, UPJN.

#### **4.7 Right to accept or reject any or all Bids**

4.7.1 Notwithstanding anything contained in this RFP, C&DS, UPJN reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that C&DS, UPJN rejects or annuls all the Bids, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder.

4.7.2 C&DS, UPJN reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

4.7.3 C&DS, UPJN reserves the right to reject any Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the C&DS, UPJN, the supplemental information sought by C&DS, UPJN for evaluation of the Bid.

If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Financial Proposal have been opened and the Preferred Bidder gets disqualified/ rejected, then C&DS, UPJN reserves the right to

- (a) invite the remaining Bidders to match the Preferred Bidder / submit their Bids in accordance with the RFP; or
- (b) take any such measure as may be deemed fit in the sole discretion of C&DS, UPJN, including annulment of the Bidding Process.

4.7.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by C&DS, UPJN, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or the SPV has entered into the Concession Agreement, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by C&DS, UPJN to the Bidder, without the C&DS, UPJN being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which C&DS, UPJN may have under this RFP, the Bidding Documents, the Concession Agreement or under applicable law.

4.7.5 C&DS, UPJN reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by C&DS, UPJN shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the C&DS, UPJN there under.

4.7.6 Further, C&DS, UPJN reserves the right to visit the actual working facility/ facilities as mentioned by the Bidder in its Bid by an expert team of maximum 5 people to witness the process used by the Bidder and to verify the facts and figures submitted with the documents. The cost of travel, boarding and lodging and other incidental expenses for such visits of expert team shall be borne by the Bidder. Failure of C&DS, UPJN to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of C&DS, UPJN thereunder.

#### 4.8 **Validity of Bid**

4.8.1 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bid may be extended by mutual consent of the respective Bidders and C&DS, UPJN.

#### 4.9 **Confidentiality**

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

**B. Documents**

**4.10 Contents of the RFP**

4.10.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 4.12.

DISCLAIMER

Section 2	GLOSSARY
Section 3	INTRODUCTION
Section 4	INSTRUCTION TO BIDDERS
Section 5	QUALIFICATION PROPOSAL
Section 6	TECHNICAL PROPOSAL
Section 7	FINANCIAL PROPOSAL
Section 8	FRAUD AND CORRUPT PRACTICES
Section 9	PRE- BID CONFERENCE
Section 10	MISCELLANEOUS
<b>Annexure A –</b>	<b>Bid Security</b>
Appendix A1	Cover Letter for Bid Security
Appendix A2	Bank Guarantee for Bid Security
<b>Annexure B -</b>	<b>Qualification Proposal</b>
Appendix B1	Details of Bidder
Appendix B2	Proposed Technology
Appendix B3	Details of Eligible Projects
Appendix B4	Financial Capacity of the Bidder
Appendix B5	Power of Attorney for signing of Bid
Appendix B6	Power of Attorney for Lead Member of Consortium

- Appendix B7 Joint Bidding Agreement
- Appendix B8 Statement of Legal Capacity
- Annexure C - Technical Proposal**
- Appendix C1 Technical Proposal
- Annexure D - Financial Proposal**
- Appendix D1 Letter comprising the Financial Proposal

**4.11 Clarification**

4.11.1 Bidders requiring any clarification on the RFP may notify C&DS, UPJN in writing or by fax and e-mail to the officer designated in Clause 4.17.5 below in the Format provided below. The envelopes/communications shall clearly bear the following identification/title: **“Queries/Request for Additional Information: RFP for Municipal Solid Waste (MSW) to Energy Processing Facility in Jhansi”**. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 3.4. C&DS, UPJN shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses will be sent by fax and/or e-mail. C&DS, UPJN will forward all the queries and its responses thereto, to all purchasers of the RFP without identifying the source of queries.

**Format for Clarifications /Amendments on the RFP**

Sl. No.	Docu ment	Clause No. and Existing Provision	Clarification required	Suggested Text for the Amendment	Rationale for the Clarification or Amendment

4.11.2 C&DS, UPJN shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, C&DS, UPJN reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring C&DS, UPJN to respond to any question or to provide any clarification.

4.11.3 C&DS, UPJN may also on its own motion, if deemed necessary, issue interpretations and clarifications to all the Bidders. All clarifications and interpretations issued by C&DS, UPJN shall be deemed to be part of the RFP. Verbal clarifications and information given by C&DS, UPJN or its employees or representatives shall not in any way or manner be binding on C&DS, UPJN.



#### **4.12 Amendment of RFP**

- 4.12.1 At any time prior to the deadline for submission of Bid, C&DS, UPJN may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of revised documents or amendments. In all cases the revised document would be deemed to completely override the contents of the earlier document.
- 4.12.2 Any revisions thus issued shall be available on the website [www.cdsupjn.org](http://www.cdsupjn.org) and on e-tender portal ([www.etender.up.nic.in](http://www.etender.up.nic.in)).
- 4.12.3 In order to afford the Bidders a reasonable time for taking a revision into account, or for any other reason, C&DS, UPJN may, in its sole discretion, extend the Bid Due Date.

#### **4.13 Proprietary data**

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

#### **4.14 Correspondence with the Bidder**

- 4.14.1 Save and except as provided in this RFP, C&DS, UPJN shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

### **C. Preparation and Submission of Bid**

#### **4.15 Language**

- 4.15.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

#### **4.16 Format and signing of Bid**

- 4.16.1 The Bidder shall provide all the information sought under this RFP. C&DS, UPJN will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 4.16.2 The Bidder shall prepare the Bid as specified in Clause 4.17. The Bidder shall upload the scanned copy on e-tender portal [www.etender.up.nic.in](http://www.etender.up.nic.in) as specified in Clause 4.17.

4.16.3 The Bid shall be typed or written in indelible ink and signed by the Authorised Signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover.

#### 4.17 **Sealing and Marking of Bids**

4.17.1 The Bidder shall submit the Bid as stipulated below

4.17.2 Envelope containing Bid Security Demand Draft / Bank Guarantee and the Cover Letter for Bid Security in the format at Appendix A1 alongwith the Demand Draft towards cost of Bidding Documents shall be sealed and shall bear the identification “Bid Security” (referred to as “Bid Security envelope”). This envelope shall be physically submitted in original in the office as mentioned in clause 4.17.5 on or before of Bid Due Date, in addition to this scanned copy of Bid Security & cost of the Bidding Documents shall also be uploaded on e-tender portal.

4.17.3 Qualification proposal shall contain:

- (i). Forms regarding technical experience in the prescribed format at Appendix B1 – Details of Bidder, Appendix B2 - Proposed Technology, Appendix B3 – Technical Capacity and Appendix B4 – Financial Capacity along with supporting documents
- (ii). Copy of Memorandum and Articles of Association, if the Bidder is a body corporate and a copy of its partnership deed if the Bidder is a Firm
- (iii). Copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding three years from Bid Due Date
- (iv). Power of Attorney for signing the Bid as per the format at Appendix B5 (Format to be suitably modified for the Firm)
- (v). If applicable, the Power of Attorney for Lead Member of Consortium as per the form at Appendix B6
- (vi). Copy of the Jt. Bidding Agreement, in case of a Consortium as per the format at Appendix B7
- (vii). Statement of Legal Capacity as per the format at Appendix B8
- (viii). Copy of the RFP Documents along with all amendments and clarifications, duly stamped and signed on each page by the Authorised Signatory of the Bidder

All the documents in support of Qualification Proposal shall numbered

serially and uploaded on e-tender portal.

- (a) “Technical Proposal” in the prescribed format at Appendix C1 shall be uploaded on e-tender portal.
- (b) “Financial Proposal” in the prescribed format at Appendix D1 shall be scanned & uploaded on e-tender portal.

4.17.4 Deleted

4.17.5 Bid Security envelope shall be submitted at the location mentioned below on any working day i.e. Monday to Friday excluding public holidays before 1500 hrs (Indian Standard Time) on or before the Bid Due Date for Bid.

Director  
 Construction & Design Services  
 Uttar Pradesh Jal Nigam  
 TC - 38 V, Vibhuti Khand, Gomti Nagar  
 Lucknow – 226010  
 Uttar Pradesh  
 Tel.: +91-522-272 8985  
 Email: gmcdslko@gmail.com

4.17.6 If the above envelope is not sealed and marked as instructed above, C&DS, UPJN assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

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

4.17.8 For avoidance of doubt, the documents shall be arranged and submitted as tabulated below:

Particulars	Contents	Mode of Submission
<b>“Bid Security”</b>	<ul style="list-style-type: none"> <li>• Bid Security Cover Letter - Appendix A1</li> <li>• Bid Security Demand Draft / Bank Guarantee</li> <li>• Demand draft towards cost of the Bidding Documents</li> </ul>	Original through physical submission and scanned copy to be uploaded on e-tender portal.
<b>“Request for Proposal”</b>	<b>“Qualification Proposal”</b> <ul style="list-style-type: none"> <li>• Forms in the prescribed format at Appendix B1 – Details of Bidder, Appendix B2 - Proposed Technology, Appendix B3 – Technical Capacity and Appendix</li> </ul>	Signed & scanned copy of the documents to be uploaded on e-tender portal.  Physical submission is not required.

Particulars	Contents	Mode of Submission
	<p>B4 – Financial Capacity along with supporting documents</p> <ul style="list-style-type: none"> <li>• Copy of Memorandum and Articles of Association, if the Bidder is a body corporate or a copy of its partnership deed if the Bidder is a Firm</li> <li>• Copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding three years</li> <li>• Power of Attorney for signing the Application - Appendix B5</li> <li>• Power of Attorney for Lead Member (if applicable) - Appendix B6</li> <li>• Jt. Bidding Agreement (if applicable) - Appendix B7</li> <li>• Statement of Legal Capacity - Appendix B8</li> <li>• Copy of the RFP Documents duly stamped and signed on each page by the Authorised Signatory of the Bidder</li> </ul> <p><b>“Technical Proposal”</b></p> <ul style="list-style-type: none"> <li>• Technical Proposal - Appendix C1</li> </ul> <p><b>“Financial Proposal”</b></p> <p>Financial Proposal - Appendix D1</p>	

The entire bidding process shall be conducted on e-tender portal – [www.etender.up.nic.in](http://www.etender.up.nic.in).

The technical details with respect to access to such e-tendering are provided in Annexure E (E-tender process).

In case of any technical clarification regarding access to the e-tender portal, the Bidders may contact U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226 001.

#### 4.18 Bid Due Date

4.18.1 Bid Security envelope should be submitted at the address provided in Clause 4.17.5 and complete proposal shall be uploaded on e-tender portal ([www.etender.up.nic.in](http://www.etender.up.nic.in)), before 1500 hours IST on the Bid Due Date, in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 4.17.5 for physical submission of Bid Security envelope.

4.18.2 C&DS, UPJN may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 4.12 uniformly for all Bidders.

#### 4.19 **Late Bids**

4.19.1 Bids received by C&DS, UPJN after the specified time on the Bid Due Date shall not be accepted for whatsoever reasons.

#### 4.20 **Modifications/ substitution/ withdrawal of Bids**

4.20.1 The Bidder may modify, substitute or withdraw its Bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

4.20.2 Deleted

4.20.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by C&DS, UPJN, shall be disregarded.

#### 4.21 **Bid Security & the Performance Security**

4.21.1 The Bidder shall furnish as part of its Bid, a bid security worth INR 25,00,000 (INR Twenty Five Lakhs only) (the “**Bid Security**”) in the form of a bank guarantee issued by a ***nationalized bank in India (other than a regional rural banks and cooperative banks), having a branch in Lucknow.*** The bank guarantee shall be drawn in favour of “**Director, C&DS, U.P Jal Nigam**” along with the Bid Security Cover Letter as specified in Appendix A1 and having a validity of 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between C&DS, UPJN and the Bidder from time to time. The bank guarantee shall be submitted in the format specified in Appendix A2 of this document (the “Bank Guarantee”). C&DS, UPJN shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

4.21.2 Bid Security can also be in the form of a Fixed Deposit Receipt pledged in favour of “Director, Construction and Design Services, Uttar Pradesh Jal Nigam” (the “FDR”), ***drawn on a nationalized bank in India (other than a regional rural banks and cooperative banks), having a branch in Lucknow,*** and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, as may be extended by the Bidder from time to time.

4.21.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by C&DS, UPJN as non-responsive.

4.21.4 The Bid Security of unsuccessful Bidders will be returned by C&DS, UPJN, without any interest, as promptly as possible on acceptance of the Bid of the selected Bidder or when the Bidding process is cancelled by C&DS, UPJN, and in any case within 200 (two hundred) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund

thereof shall be in the form of an account payee cheque in favour of the unsuccessful Bidder(s) in the name of the company which submitted the Bid.

4.21.5 The selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security by the selected Bidder in accordance with the provisions in the Concession Agreement. C&DS, UPJN may, at the selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

- (a) **Performance Security during construction:** Successful Bidders, selected by C&DS, UPJN, based on this RFP shall form a SPV (the Concessionaire) and submit Construction Performance Security in the form of a bank guarantee in favour of the "Director, C&DS, U.P Jal Nigam for a value of INR 1,00,00,000/- (INR One Crore only) within 30 (thirty) days of issuance of Letter of Award and before signing the Concession Agreement. It may be noted that the SPV shall submit the Performance Security according to Clause 9.1 and Schedule 3 of the Concession Agreement with a validity period of 120 days from the Scheduled COD.
- (b) **Performance Security during operation and maintenance:** Successful Bidders, selected by C&DS, UPJN, based on this RFP shall form an SPV and submit Operation Performance Security in the form of a bank guarantee in favour of the Jhansi ULB for a cumulative value of INR 1,00,00,000 (INR One Crore only) within 45 days of achieving COD with a validity of 1 year after the expiry of the Concession period. It may be noted that the SPV shall submit the Performance Security according to Clause 9.4 and Schedule 3 of the Concession Agreement. The Construction Performance Security will be released by ULB upon receipt of the Operation Performance Security.

4.21.6 C&DS, UPJN shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 4.21.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that C&DS, UPJN will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid Validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

4.21.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the C&DS, UPJN under the Bidding Documents and/ or under the Concession Agreement , or otherwise, under the following conditions:

- (a) If the Qualification Proposal and Technical Proposal are found to be non-responsive, the Bid shall be rejected and the Bid Security shall be returned **but if the Financial Proposal is found to be non-responsive, the Bid Security shall be forfeited;**
- (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 8 of this RFP;

- (c) If a Bidder withdraws its Bid during the period of Bid Validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and C&DS, UPJN;
- (d) In the case of selected Bidder, if it fails within the specified time limit –
  - (i) to pay the Project development expenses to C&DS, UPJN before the execution of the Concession Agreement
  - (ii) to sign and return the duplicate copy of LOA;
  - (iii) to furnish the Performance Security within the period prescribed thereof in the Concession Agreement.
  - (iv) to sign the Concession Agreement.
- (e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

## **D. Evaluation Process**

### **4.22 Opening and Evaluation of Bids**

- 4.22.1 C&DS, UPJN shall open the Bids at 1530 hours IST on the Bid Due Date, at the place specified in Clause 4.17.5.
- 4.22.2 Deleted
- 4.22.3 C&DS, UPJN will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 7.
- 4.22.4 Bidders are advised that pre-qualification of Bidders will be entirely at the discretion of C&DS, UPJN. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 4.22.5 Any information contained in the Bid shall not in any way be construed as binding on C&DS, UPJN, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 4.22.6 C&DS, UPJN reserves the right not to proceed with the Bidding Process at any time without the notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 4.22.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, C&DS, UPJN may, in its sole discretion, exclude the relevant portion from computation of Technical and Financial capacity of the Bidder.
- 4.22.8 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by C&DS, UPJN as incorrect or erroneous, C&DS, UPJN shall reject such claim and exclude the same from evaluation of Technical Capacity of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, C&DS, UPJN reserves the right to reject the Bid in accordance with the provisions of Clauses 4.7.3 and 4.7.4.

### **4.23 Tests of responsiveness**

- 4.23.1 Prior to evaluation of Bids, C&DS, UPJN shall determine whether Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
  - (a) it is received as per formats at Annexures A, B, C and D;
  - (b) it is received before 1500 hrs (Indian Standard Time) on the Bid Due Date including any extension thereof pursuant to Clause 4.18.2;
  - (c) it is signed, sealed, bound, and marked as stipulated in Clauses 4.17 and 4.18;
  - (d) it is accompanied by the Power of Attorney as specified in Clause 4.2.2, and in the



case of a Consortium, the Power of Attorney as specified in Clause 4.2.3 (c);

- (e) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (f) it contains information in formats same as those specified in this RFP;
- (g) it contains certificates from its statutory auditors in the formats specified at Annexure B of the RFP for each Eligible Project;
- (h) it contains a Demand Draft of an amount of INR 23,600 (INR Twenty Three Thousand Six Hundred only) (including GST) to C&DS, UPJN towards the cost of the Bidding Documents;
- (i) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 4.2.3(g);
- (j) it does not contain any condition or qualification; and
- (k) it is not non-responsive in terms hereof.

**4.23.2 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.**

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

**4.24 Clarifications**

4.24.1 To facilitate evaluation of Bids, C&DS, UPJN may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by C&DS, UPJN for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

4.24.2 If a Bidder does not provide clarifications sought under Clause 4.24.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, C&DS, UPJN may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of C&DS, UPJN.

**E. Scope of work**

Jhansi Municipal Corporation proposes to set up Waste to Energy Processing Facility in Jhansi, Uttar Pradesh.

The successful Bidder will be responsible for financing, developing, operating and

transferring a Municipal Solid Waste (MSW) to Energy Processing Facility in Jhansi with Municipal Solid Waste as an input from the Jhansi ULB. Assured Quantity of MSW will be transported at the Project Site by the Jhansi ULB at their own cost and the WtE Processing Facility will generate energy from waste, sell the energy to UPPCL and carry out scientific landfilling of the rejects.

The successful Bidder shall also be responsible for evacuation of power from the WtE Processing Facility.

## 5. QUALIFICATION PROPOSAL

### 5.1 Evaluation parameters

5.1.1 The Bidder for Qualification has to demonstrate Technical Capacity and Financial Capacity.

- (a) **Technical Capacity:** For demonstrating experience in executing similar projects (the “**Technical Capacity**”), the following list of experience would qualify as eligible experience (the “**Eligible Experience**”). The Bidder needs to meet all the qualification criteria as mentioned below and the details are to be furnished in the Bid.

#### **Type I - Bidder**

- i) The Bidder shall have experience as a **Technology Provider** i.e., the Bidder must have supplied equipment packages for WtE Plant, anywhere in the world for the Proposed Technology in the last five (5) financial years prior to Bid Due Date for project of Installed Capacity of at least 2 MW which should have been operational for at least a period of 12 months prior to Bid Due Date. The above mentioned experience should be for Proposed Technology for conversion of waste to energy, which is in compliance with SWM Rules 2016.

*(OR)*

#### **Type II – Bidder**

- ii) The Bidder shall have experience as **Developer/Operator** of WtE plants operating for at least a continuous period of 12 months during the last five (5) financial years prior to Bid Due Date anywhere in the world for the Proposed Technology for project of Installed Capacity of at least 2 MW. The above mentioned experience should be for any Proposed Technology for conversion of waste to energy, which is in compliance with SWM Rules 2016.

*(OR)*

#### **Type III – Bidder**

- iii) a) If the Bidder is neither a Technology Provider nor a Developer/Operator of WtE Plants for the Proposed Technology, the Bidder during the submission of the Bid shall submit a binding contract with one of the Technology Providers who qualify the qualification criteria as per Clause 5.1.1 (a) (1) along with the names, qualification experience as per Appendix B3, Clause 11.5.1. However, the Technology Provider need not be a Member of the Consortium.

*(AND)*

- b) The Bidder shall have an average **waste handling experience of 40,000 tonnes of MSW per annum** anywhere in the world in the last three (3) financial years prior to Bid Due Date. The above mentioned experience should include one or more of the following functions:
  - a. Processing
  - b. Disposal

**(AND)**

- c) **PPP Experience:** If the Bidder does not have a Developer/ Operator experience of a WtE Plant operated under PPP model (in India or anywhere in the world) as mentioned in Clause 5.1.1 (a) (i), the Bidder shall have undertaken a PPP project anywhere in the world on DBFOT, BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be.

The total capital cost of the projects undertaken should be more than INR 50,00,00,000 (INR Fifty Crores) and each project should not be less than INR 15,00,00,000 (INR Fifteen Crores).

The project for which the Bidder is claiming experience should have been executed during the last 10 (ten) financial years preceding the Bid Due Date, and the Bidder should have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues of the company owning the project, from highways, airports, ports, railway infrastructure, electricity, telecom, metro rail, water supply and sewerage

- (b) **Financial Capacity:** The Bidder shall have a Net Worth of at least INR 10 Crore computed as per Clause 5.3.1.

The computation of Net-Worth as per Clause 5.3.1 shall be based on unconsolidated audited annual accounts of the last three (3) financial years immediately preceding the Bid Deadline.

In case of a Consortium, for combined Technical Capacity and Financial Capacity evaluation:

- (i). The maximum number of members in the Consortium should be three (3).
- (ii). The Lead Member's experience would be considered only if the Lead Member has an equity share of at least 51% (fifty one percent) in the

project.

- (iii). The experience of other Consortium Members (i.e. except the Lead Member) would be considered only if each such member has an equity share of at least 10% (ten percent) in the project.

## 5.2 **Technical Capacity for purposes of evaluation**

### 5.2.1 For a project to qualify as an Eligible Project:

- (a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis.
- (b) The entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six percent) equity during the last 3 financial years prior to Bid Due Date.
- (c) The scope of the project is Waste to Energy Processing where MSW is processed by the Proposed Technology and Scientific Landfilling of the processed waste is carried out in the most environment friendly manner.
- (d) If the Bidder proposes a set of technologies as Proposed Technology, the Bidder would have to mention the proportion of waste that it estimates to process by each technology and provide the same in Table – T0 in Appendix B2
- (e) In case Proposed Technology is a set of technologies, which come under the set of Proposed Technologies and satisfies the criteria of the Eligible Project, the Bidder would have to give the proportion of quantity of waste processed by each technology as per the Table – T0 in Appendix B2

5.2.2 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

## 5.3 **Financial information for the purpose of evaluation**

5.3.1 For the purpose of this RFP document, Net Worth (the “**Net Worth**”) is defined as:

Net Worth = (Subscribed and Paid-up equity capital for Companies (or) Partner’s Capital for Firms + Reserves) – (Revaluation reserves + miscellaneous expenditure not written-off + reserves not available for distribution to equity shareholder)

5.3.2 For the purpose of measuring Financial Capacity:

- (a) In case of a Single Entity Bidder, the Average Net Worth of the past 3 (three) financial years immediately prior to the Bid Due Date will be considered. The Net

Worth information should be provided as per format in Appendix B4.

- (b) In case of a Consortium, Consortium Net Worth as per the Appendix B4, where Consortium Net Worth is calculated by weighting the Average Net Worth of the past 3 (three) financial years of individual Member by their respective proposed equity stake (%) in the Consortium.

#### 5.4 Illustration

5.4.1 For avoidance of any doubts, the following illustration is placed for clarification

Illustration of Technical capacity:

<b>Illustration Table 1</b>	
<b>Technical Capacity evaluation criteria</b>	<b>Minimum Threshold Requirement</b>
<b>Type I - Bidder</b>	
Technology Provider for WtE Plants for projects operational for at least a period of 12 months prior to Bid Due Date	Installed Capacity of at least 2 MW
OR	
<b>Type II - Bidder</b>	
Developer/Operator experience of WtE plants for projects in the last five financial years prior to Bid Due Date (operational for a minimum period of 12 months)	Installed Capacity of at least 2 MW
OR	
<b>Type III - Bidder</b>	
a) If the Bidder is neither a Technology Provider nor a Developer/ Operator of WtE Plants - Eligible if they have a binding contract with a Technology Provider who qualify the qualification criteria as per Clause 5.1.1 (a) (1) along with the names, qualification experience as per Appendix B3, Clause 11.5.1. However, the Technology Provider need not be a Member of the Consortium	
AND	
b) Total Waste Quantity handled in the last 3 financial years prior to Bid Due Date	40,000 tonnes of MSW per annum
AND	

<b>Illustration Table 1</b>	
<b>Technical Capacity evaluation criteria</b>	<b>Minimum Threshold Requirement</b>
c) PPP Project Experience anywhere in the world in the last 10 financial years prior to Bid Due Date (only for Bidders lacking WtE Developer/ operator experience)	Project with capital cost not less than INR 50,00,00,000 (INR Fifty Crore) each and cumulative capital cost of at least INR 15,00,00,000 (INR Fifteen Crore)

### **Illustration of Financial Capacity:**

Suppose the Bidder is a consortium of two members, Company A and Company B. The Bidder has evidenced the following lists of Eligible Projects and Net Worth.

<b>Illustration Table 2</b>		
<b>Member</b>	<b>Proposed Equity Share for Municipal Solid Waste (MSW) to Energy Processing Facility in Jhansi</b>	<b>Average Net Worth of last 3 financial years (INR Crore)</b>
Company A (Lead Member)	90%	10
Company B (Other Consortium Member)	10%	15

for the purpose of evaluating Financial Capacity,

<b>Illustration Table 3</b>			
<b>Member</b>	<b>Proposed Equity Share in the WtE Project</b>	<b>Average Net Worth of last 3 financial years (INR Crore)</b>	<b>Weighted Net Worth (INR Crore)</b>
Company A	90%	10	9.00
Company B	10%	15	1.50
Consortium Net Worth			10.50

## **5.5 Details of Experience**

5.5.1 The Bidders must provide the necessary information relating to Technical Capacity as per Appendix B3 which shall include the following:

- (a) Performance certificate(s) from the concerned client(s) or from the statutory auditor

stating:

- (i). the quantum of waste handled in tonnes per annum or
- (ii). Installed Capacity of Proposed Technology of equipment supplied or operated in MW
- (iii). capital cost of the PPP projects developed

as the case may be, during past financial years in respect of the projects specified in Clause 5.1.1. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

- (b) Certificate(s) from the concerned client(s) evidencing the COD of the project

5.5.2 The Bidders must provide the necessary information relating to Financial Capacity as per Appendix B4, which shall include the following:

- (a) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of Clause 5.3.
- (b) Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.

In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.



## **6. TECHNICAL PROPOSAL**

### **6.1 Technical Proposal parameters**

- 6.1.1 The strength of the Bidder's Technical Proposal shall be established on the details furnished on the following three points:
- (a) Technologies proposed for the Municipal Solid Waste (MSW) to Energy Processing Facility in Jhansi
  - (b) Environmental Compliance and Other Compliance
  - (c) Amount of reject going into the landfill (subject to a maximum of 15% as per the Clause 2.2.1 (e) of the Concession Agreement)
- 6.1.2 The details to be filled in the Technical Proposal are mentioned in the Appendix C1 & Appendix C2. The evaluation of the technical application (the "**Technical Proposal**") shall be done only for the Qualified Bidders.
- 6.1.3 The Bidder shall have provision for adding extra capacity to the WtE Processing Facility to accommodate the growth in MSW potential in the coming years subject to mutual agreement between the Jhansi ULB and the UPPCL.
- 6.1.4 The Bidders shall attempt to maintain the objectivity of details they fill in the Technical Proposal.
- 6.1.5 The Bidders may at their discretion provide any supporting documents which enhances the clarity of the details filled.

### **6.2 Evaluation of the Technical Proposal**

- 6.2.1 Evaluation of the Technical Proposal shall only be made for those Bidders who have cleared the qualification criteria as well.
- 6.2.2 C&DS, UPJN shall constitute a committee to evaluate the Technical Proposal submitted by the Bidder. The Bidder is required to furnish all the information as sought above. Financial Proposal of the Qualified Bidder shall only be opened after successfully clearing the Technical Proposal.
- 6.2.3 For the purpose of evaluation of the Technical Proposal, the Committee may at its own discretion invite the Bidders to make a presentation before the Committee on the various aspects of the Technical Proposal.

## 7. FINANCIAL PROPOSAL

### 7.1 Financial Proposal

7.1.1 Financial Proposal shall comprise of the following:

- (a) **Quoted Percentage of tariff over and above UPERC tariff (i.e. total tariff including Fixed charges and Variable charges) (hereinafter referred to as “Quoted Differential Tariff”)** to be receivable / payable by ULB over and above the Tariff determined in accordance with the regulation / tariff order issued by UPERC from time to time for procurement of power from WtE projects.
- (b) **Quoted contracted capacity** of the WtE Processing Facility in MW at the Interconnection Point.

7.1.2 The Quoted Differential Tariff shall be provided in % age terms up to two (2) decimal places and Quoted Contracted Capacity up to two (2) decimal places in MW.

7.1.3 The monthly amount receivable by ULB from Concessionaire (“**Revenue Share to ULB**”) or amount payable by the ULB to Concessionaire (“**Cost to ULB**”) for the Concession Period shall be computed based on the Quoted Differential Tariff multiplied with total quantum of energy sent out to UPPCL and the UPERC tariff for that period.

7.1.4 Financial Proposal must be strictly as per the format given in Annexure D, else the Bids will be summarily rejected.

### 7.2 Evaluation of the Financial Proposal

7.2.1 Evaluation of the Financial Proposal shall only be made for those Qualified Bidders who have cleared the Technical Proposal as well.

To evaluate the Financial Proposal, **Bid Evaluation Criteria** would be the highest Revenue Share to ULB or lowest Cost to ULB (as the case may be) as defined in Clause 7.1.1 and 7.1.3. The Bidder with the highest Revenue Share to ULB or lowest Cost to ULB will be selected as the successful Bidder.

In the event that evaluated differential tariff amount of two or more Bidders are same (the "Tie Bidders") for the Project, C&DS, UPJN may:

- (a) select the Bidder by asking the Tie Bidders in the presence of the authorized representatives of such **Tie Bidders** and the authorized representatives of the ULB and/or C&DS, UPJN, to provide their best and final offer. The Bidder offering the most advantageous Final offer shall be adjudged the winner. .

OR

- (b) in its sole discretion, may annul the Bidding Process.

7.2.2 For avoidance of doubt, the methodology for evaluation of the Financial Proposal is illustrated below:

The Bidder submits the following bids is given below:

Bidder	Quoted Capacity in MW	Quoted Differential Tariff in % age*
A	2.00	(6.00%)
B	3.00	3.00%
C	4.00	(4.00%)
D	2.00	2.00%

\*(the % in negative would mean that the Bidder will share the revenue with ULB and the % in positive means that the Bidder will seek payment from ULB)

For the purpose of evaluation of Financial Proposal, the following parameters are assumed:

- PLF: @ 70%
- Tariff for year 2018-19 (as per UPERC Regulations): INR 7.50 per kWh
- Days in a month: 30 days
- Operating Hours in a day: 24 hours

Bidder	Quoted Capacity in MW	PLF	Total Units based on Quoted Capacity (In Lakh Units) @ 70% PLF in a month (d=b*c*30*24 *1,000/1,00,000)	Tariff as per UPERC for Year 2018-19 INR per kWh	Total Energy Bill (d*e) INR in Lakhs	Quoted Differential Tariff in %*	(Revenue Share to ULB) / Cost to ULB (f*g) INR in Lakhs
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(g)
A	2.00	70%	10.08	7.50	75.60	(6.00%)	(4.54)
B	3.00	70%	15.12	7.50	113.40	3.00%	3.40
C	4.00	70%	20.16	7.50	151.20	(4.00%)	(6.05)
D	2.00	70%	10.08	7.50	75.60	2.00%	1.51

\*(the % in negative would mean that the Bidder will share the revenue with ULB and the % in positive means that the Bidder will seek payment from ULB)

Ranking of the Bidders on the basis of Quoted Tariff and Capacity:

Bidder	(Revenue Share to ULB) / Cost to ULB	Remarks
C	(6.05)	C is the Preferred Bidder as the Revenue Share to ULB is maximum in case of Bidder C
A	(4.54)	
D	1.51	
B	3.40	

Therefore, C will be chosen as the preferred financially evaluated Bidder (“Preferred

**Bidder”**), with a Quoted Capacity of 4 MW and a Quoted Differential Tariff @ (4%).

- 7.2.3 The Financial Proposal should be furnished in the format at Appendix D1, clearly indicating the amount in both figures and words and signed by the Bidder’s Authorized Signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 7.2.4 Generally, the Selected Bidder shall be the Bidder offering the maximum Revenue Share to ULB or minimum Cost to ULB. The Proposals of the remaining Bidders shall be kept in reserve and may be invited to match the Bid submitted by the Preferred Bidder. Also, in case the Preferred Bidder withdraws or is not selected for any reason in the Bid Validity Period, other Bidders shall be kept in reserve and may be invited to match the Bid submitted by the Preferred Bidder. C&DS, UPJN may request the remaining Bidders to revalidate the validity period of their respective Bid Security in such case. If following this process only one Bidder matches the Bid of the Preferred Bidder, it shall be selected as the Preferred Bidder while if two or more Bidders match the Bid of the Preferred Bidder, then the Bidder whose Bid was ranked higher in the initial round of bidding shall be the Preferred Bidder. In the event that none of the other Bidders match the Bid of the Preferred Bidder, C&DS, UPJN may, in its discretion, either invite fresh Bid from the remaining Bidders or annul the Bidding Process.

However, C&DS, UPJN reserves the right to change this Clause based on the response of the Bid.

- 7.2.5 On the award of LOA to the Selected Bidder, the Selected Bidder shall arrange a site visit for a delegation of 5 officials of C&DS, UPJN / ULB / GoUP to demonstrate the successful implementation of the technology proposed by the Selected Bidder. All cost (travel, boarding and lodging etc.) related to this visit shall be borne by the Concessionaire. The Selected Bidder shall have to arrange site visit of C&DS, UPJN / ULB / GoUP officials to a running WtE plant with similar technology proposed by the Concessionaire. In case of default by the Concessionaire or in case the delegation is not satisfied with the proposed technology, C&DS, UPJN may cancel the letter of award.

### **7.3 Project Development Expenses**

- 7.3.1 The Selected Bidder shall prior to execution of the Concession Agreement make a payment of Rs. 11,00,000/- (INR Eleven Lakhs only) through a demand draft in favour of “Director, C&DS, UPJN” payable at Lucknow towards Project development expenses

### **7.4 Revenue sharing by the Concessionaire**

- 7.4.1 The Jhansi ULB would be entitled to receive financial incentives from the Concessionaire if the amount of municipal solid waste delivered to the Project Site, from the ULB enables the Waste to Energy Processing Facility to generate power in excess of 70% PLF (or the minimum threshold limits of PLF as determined by UPERC from time to time for claiming incentive for excess power generation). In case of generation of power of more than 70% PLF from the Waste to Energy Processing Facility and the Concessionaire receives incentive

for higher generation of power, the ULB shall be entitled to 20% of the incentive receivable by the Concessionaire from UPPCL in pursuance to the UPERC regulations.

7.4.2 If the UPERC makes any changes in the tariff for this specific Project based on the Concessionaire's petition, then the Quoted Differential Tariff / financial arrangement between the ULB and the Concessionaire shall be adjusted accordingly

## 8. FRAUD AND CORRUPT PRACTICES

- 8.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, C&DS, UPJN may reject a Bid 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 in the Bidding Process.
- 8.1.2 Without prejudice to the rights of the C&DS, UPJN under Clause 8.1.1 hereinabove, if a Bidder is found by C&DS, UPJN to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by C&DS, UPJN during a period of 2 (two) years from the date such Bidder is found by C&DS, UPJN to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 8.1.3 For the purposes of this Section 8, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of C&DS, UPJN / GoUP / ULB who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising 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 C&DS, UPJN, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
  - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by C&DS, UPJN with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **9. PRE BID MEETING**

- 9.1.1 Pre-Bid Meeting(s) of the interested parties shall be convened at the designated date, time and place. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 9.1.2 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of C&DS, UPJN. The C&DS, UPJN shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.



## **10. MISCELLANEOUS**

- 10.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Uttar Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 10.1.2 C&DS, UPJN, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to C&DS, UPJN by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) 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.
- 10.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases C&DS, UPJN, 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## 11. ANNEXURE

### A. Annexure A – Bid Security

#### 11.1 Appendix A1

##### Cover Letter for Bid Security

(Refer Clause 4.21)

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,  
Director  
Construction & Design Services  
Uttar Pradesh Jal Nigam  
TC - 38 V, Vibhuti Khand, Gomti Nagar  
Lucknow – 226010  
Uttar Pradesh  
Tel.: +91-522-272 8985  
Email: gmcdslko@gmail.com

Dear Sir,

Please find enclosed a bank guarantee no. \_\_\_\_\_ dated \_\_\_\_\_ amounting to \_\_\_\_\_ drawn in favour of '**Director, C&DS, U.P Jal Nigam**' towards Bid Security for the project Municipal Solid Waste (MSW) to Energy Processing Facility in Jhansi for \_MW.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

For and on behalf of \_\_\_\_\_

## 11.2 Appendix A2

### Bank Guarantee for Bid Security

(Refer Clause 4.21)

B.G. No.

Dated:

1. In consideration of you, Construction & Design Services, Uttar Pradesh Jal Nigam, having its office at TC - 38 V, Vibhuti Khand, Gomti Nagar, Lucknow – 226010 (hereinafter referred to as the “**C&DS,UPJN**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a company registered under the Companies Act, 1956/2013 or a Firm) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Municipal Solid Waste (MSW) to Energy Processing Facility in Jhansi, on DBFOT basis (hereinafter referred to as “**the Project**”) pursuant to the RFP Document dated ===== issued in respect of the Project and other related documents including without limitation the Concession Agreement (hereinafter collectively referred to as “**Bidding Documents**”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of Clause 4.21.1 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to C&DS, UPJN an amount of INR 25,00,000 /- (INR Twenty Five Lakhs only) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by C&DS, UPJN stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of C&DS, UPJN is disputed by the Bidder or not, merely on the first demand from C&DS, UPJN stating that the amount claimed is due to C&DS, UPJN by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR 25,00,000 /- (INR Twenty Five Lakhs only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between C&DS, UPJN and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that C&DS, UPJN shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of C&DS, UPJN that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between C&DS, UPJN and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Competent Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, C&DS, UPJN shall be entitled to treat the Bank as the principal debtor. C&DS, UPJN shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to C&DS, UPJN, and the Bank shall not be released from its liability under these presents by any exercise by C&DS, UPJN of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of C&DS, UPJN or any indulgence by C&DS, UPJN to the said Bidder or by any change in the constitution of the Participating ULBs or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

- 8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
- 10. It shall not be necessary for C&DS, UPJN to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which C&DS, UPJN may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- 11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of C&DS, UPJN in writing.
- 12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
- 13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR 25,00,000 (INR Twenty Five Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if C&DS, UPJN serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before .....,2016 (indicate date falling 180 days after the Bid Due Date).

Signed and Delivered by ..... Bank

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

(Signature of the Authorized Signatory)

## **B. Annexure B - Qualification Proposal**

### **11.3 Appendix B1 – Details of Bidder**

#### **Details of Bidder**

1. Details:
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India
  - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of Consortium.
  - (b) Information regarding the role of each Member should be provided as per table below:

<b>S</b>	<b>Name of</b>	<b>Role* (Refer Clause</b>	<b>Percentage of Equity</b>
----------	----------------	----------------------------	-----------------------------

No.	Member	4.2.3(d))	in the Consortium (Refer Clauses 4.2.3(a), 4.2.3(c), 4.2.3(g))
1.			
2.			
3.			

- (c) The following information shall also be provided for each Member of the Consortium:

**Name of Bidder / member of Consortium:**

S No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

## 11.4 Appendix B2

### Proposed Technology

#### 11.4.1 Table – T0

#### Proposed Technology and Waste Quantity Split

<b>Quoted Capacity (in MW):</b>			
<b>Proposed Technology and Waste Quantity Split</b>			
<b>Proposed Technology Code</b>	<b>Proposed Technology Classification</b>	<b>Proposed Technology Type</b>	<b>Proposed % of Waste Quantity processed</b>
T-A	Technology A		
T-B	Technology B		
T-C	Technology C		



## 11.5 Appendix B3

### Evaluation of Technical Capacity

#### Instruction:

1. Bidders are expected to provide information in respect of each Eligible Project on separate sheets. The projects cited must comply with the eligibility criteria specified in Clause 5.1.1 of the RFP. Information provided in this section is intended to serve as a backup for information provided in the Bid.
2. Certificate from the Bidder's statutory auditor or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/ Associate may provide the requisite certification.
3. The template for Details of Eligible Projects may be suitably modified to describe the project.
4. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluation of Technical Capacity.
5. The Bidder may suitably modify the Certificate template to capture the relevant Certificate information.

**11.5.1 Details of Eligible Projects for experience as a WTE Plant Technology Provider**

(Refer Clause 5.1.1(a)(i)) Provider as per Appendix B7: \_\_\_\_\_

**Table - 1:**

Is the Technology Provider a member of the Consortium? (Yes / No)

Name of the Technology Provider: \_\_\_\_\_

Item	Particulars of the Project
Name of the Project	
Entity (Project Developer) for which the project was constructed/Developed	
Scope of the Project	
Project Location	
Commercial Operation Date	
Project Capacity (MW)	
Technology provided	
Equipment supplied	
Current status of the project	
Whether the above Technology provided is in compliance with Solid Waste Management Rules, 2016	

**Certificate from the Statutory Auditor/ Client regarding Technology Provider Experience**

Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... (name of the Bidder/Member/Associate) was engaged by ..... (title of the project company) to execute ..... (name of project) for ..... (nature of project) of capacity ..... (MW)}. The construction of the project commenced on ..... (date) and the project was commissioned on ..... (date). It is certified that ..... (name of the Bidder/ Member/ Associate) ..... supplied, installed and commissioned equipment/ technology for the Proposed Technology for waste processing) which has been in operation from .....(date) to ..... (date).

Name of the audit firm/ Client:	
Seal of the audit firm:	(Signature, name and designation of the authorized signatory).
Date:	

**Table - 2:**

Consolidated details of experience as a Technology Provider in the last five (5) financial years:

<b>Item</b>	<b>Particulars</b>	<b>Remarks</b>
Number of Projects		
Total Project Capacity (MW)		

11.5.2 **Details of Eligible Projects for Development, Operation & Maintenance experience of WtE Plant**

(Refer Clause 5.1.1(a)(i)) **Table - 1.1:**

Name of the Member as per Appendix B7: \_\_\_\_\_

Item	Particulars of the Project
Name of the Project	
Scope of the Project	
Name(s) of other members of consortium, in case the said project was executed as a consortium	
Project Location	
Commercial Operation Date	
Project Capacity (MW)	
Plant Technology	
Current status of the project	
Whether the above Technology is in compliance with Solid Waste Management Rules, 2016	

**Table 1.2:**

	Year 1*	Year 2*	Year 3*	Year 4*	Year 5*
Energy generated (Million Units)					
Municipal Solid Waste Processed (Tonnes/annum)					

\* year 1 corresponds to the 5 financial year preceding the Bid Due Date and year 5 corresponds to the 1 financial year preceding the Bid Due Date.

**Certificate from the Statutory Auditor/ Client regarding WtE Plant Development/ Operation & Maintenance Experience**

Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... (name of the Bidder/Member/Associate) has executed .....(name of project) for ..... (nature of project) of capacity ..... (MW)}. The construction of the project commenced on ..... (date) and the project was commissioned on ..... (date). It is certified that ..... (name of the Bidder/

Member/ Associate) ..... installed and commissioned a WtE plant for waste processing as a developer or/and has been operating and maintaining this WtE Plant from .....(date) to ..... (date).

We further certify that the total energy generated by the WtE Plant during the last 5 financial years from the Bid Due Date for which technical experience is quoted is as follows:

Year 1: ..... (starting date) to ..... (ending date), ..... Million Units of energy  
 Year 2: ..... (starting date) to ..... (ending date), ..... Million Units of energy  
 Year 3: ..... (starting date) to ..... (ending date), ..... Million Units of energy  
 Year 4: ..... (starting date) to ..... (ending date), ..... Million Units of energy  
 Year 5: ..... (starting date) to ..... (ending date), ..... Million Units of energy

We further certify that the total Municipal Solid Waste processed by the WtE Plant during the last 5 financial years from the Bid Due Date for which technical experience is quoted is as follows:

Year 1: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum  
 Year 2: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum  
 Year 3: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum  
 Year 4: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum  
 Year 5: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory).

Date:

**Table - 2:**

Consolidated details of experience for WtE Plant Development/ Operation & Maintenance in the last five (5) financial years:

Item	Particulars	Remarks
Number of Projects		
Total Project Capacity (MW)		
Total Municipal Solid Waste Processed (TPD)		
Total Energy generated (MUs)		

11.5.3 **Details of Eligible Projects for Waste Handling Experience**

Refer Clause 5.1.1(a)(iii)

**Table - 1:**

Name of the Member as per Appendix B7: \_\_\_\_\_

Item	Particulars of the Project
Name of the Project	
Entity (Urban Local Body) for which the project was constructed/ Developed	
Scope of the Project	
Name(s) of other members of consortium, in case the said project was executed as a consortium	
Project Location	
Commercial Operation Date	
Project Capacity (Tonnes Per Day)	
Technology employed	
Total waste processed in year 1* (Tonnes/ annum)	
Total waste processed in year 2* (Tonnes/ annum)	
Total waste processed in year 3* (Tonnes/ annum)	
Average waste handling experience in the past 3 years (Tonnes/ annum)	
Current status of the project	

\* year 1 corresponds to the 3 financial years preceding the Bid Due Date and year 3 corresponds to the 1 financial year preceding the Bid Due Date.

**Certificate from the Statutory Auditor/ Client regarding Waste Handling Experience**

Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... (name of the Bidder/Member/Associate) was engaged by ..... (title of the project company) to execute ..... (name of project) for ..... (nature of project) of capacity ..... (tonnes/day)}. The construction of the project commenced on ..... (date) and the project was commissioned on ..... (date). It is certified that ..... (name of the Bidder/ Member/ Associate) ..... processed waste on an average of ..... (tonnes/ year) using .....(technology) from .....(date) to ..... (date).

We further certify that the total Municipal Solid Waste processed by the Plant during the last 3 financial years from the Bid Due Date for which technical experience is quoted is as follows:

Year 1: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum  
 Year 2: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum  
 Year 3: ..... (starting date) to ..... (ending date), ..... tonnes of MSW/ annum

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory).

Date:

**Table - 2:**

Consolidated details of experience for Waste Handling Experience in the last three (3) financial years:

<b>Item</b>	<b>Particulars</b>	<b>Remarks</b>
Number of Projects		
Total Project Capacity (TPD)		
Total Municipal Solid Waste Processed (TPD)		
Average Municipal Solid Waste Processed for all Projects		
Technologies employed		

11.5.4 **Details of Eligible Projects for PPP Experience**

(Refer Clause 5.1.1(a)(iii))

**Table - 1:**

Name of the Member as per Appendix B7:\_\_\_\_\_

Item	Particulars of the Project
Name of the Project	
Entity for which the project was constructed/ Developed	
Scope of the Project	
Name(s) of other members of consortium, in case the said project was executed as a consortium	
Project Location	
Commercial Operation Date	
PPP Sector	
Capital Cost of the Project (INR Crore)	
Project Capacity (Tonnes Per Day)	
Average revenue generated per annum for the last 10 financial years from the Bid Due Date (INR Crore)	
Current status of the project	

**Certificate from the Statutory Auditor regarding PPP projects**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidder/Member/Associate) is/ was an equity shareholder in ..... (title of the project company) and holds/ held INR. .... Crore (INR ..... Crore) of equity (which constitutes .....% of the total paid up and subscribed equity capital) of the project company from ..... (date) to ..... (date). The capital cost of the project is ..... (INR Crore). The project was commissioned on ..... (date of commissioning of the project) and was operational from ..... (date) to ..... (date)



Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory)

Date:

**Table - 2:**

Consolidated details of PPP experience in the last ten (10) financial years:

<b>Item</b>	<b>Particulars</b>	<b>Remarks</b>
Number of Projects		
Total Project Cost (in INR Crore)		

## 11.6 Appendix B4

### Financial Capacity of the Bidder

(Refer Clauses 5.1.1(b) and 5.3)

Bidder Type	Proposed Equity Share for Municipal Solid Waste (MSW) to Energy Processing Facility in Jhansi (percentage)	Net Worth (INR Crore) (3)			Average Net Worth (INR Crore)	Average Net Worth x Equity Share (INR Crore)
		Yr 1	Yr 2	Yr 3		
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>	<b>(7)</b>
Single Entity Bidder	100%					
Consortium Member 1						
Consortium Member 2						
Consortium Member 3						
<b>Consortium Net Worth (INR Crore) (8)</b>						

[Delete rows if not applicable]

#### Name and address of Bidder's Banker:

Instructions:

- (1): Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.
- (2): For Equity Share, refer Clause 5.1.1(b)
- (3): For Net Worth, refer Clause 5.1.1(b)
- (3): For conversion of US Dollars to Rupees, the rate of conversion shall be as on the date 60 (sixty) days prior to the Bid Due Date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date

5. (4), (5) and (6): Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 4.2.8.
6.  $(6) = [(3)+(4)+(5)]/3$
7.  $(7) = (2) \times (6)$
8. (8) is equal to the sum of the entries in (7)
9. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
10. The Bidder shall provide a Statutory Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the Clause 5.3.1.
11. The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 4.2.6.
12. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 4.2.3(g).
13. The Bidder shall also provide the name and address of the Bankers to the Bidder.

11.7 Appendix B5

**Power of Attorney for signing of Bid**

(To be executed on Non Judicial Stamp paper of INR 100 (INR Hundred) or of appropriate value)

Know all men by these presents, We,..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name),son / daughter / wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project – Municipal Solid Waste (MSW) to Energy Processing Facility in Jhansi, being developed by C&DS, UPJN including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to C&DS, UPJN, representing us in all matters before C&DS, UPJN, signing and execution of all contracts including the Concession Agreement and the Power Purchase Agreement and undertakings consequent to acceptance of our bid, and generally dealing with C&DS, UPJN in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Jhansi ULB.

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

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

For.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

## 11.8 Appendix B6

### **Power of Attorney for Lead Member of Consortium**

(To be executed on Non Judicial Stamp paper of INR 100 (INR Hundred) or of appropriate value)

Whereas Construction & Design Services, Uttar Pradesh Jal Nigam (the “C&DS, UPJN”) has invited bids for the project WtE Processing Facility in Jhansi (the “Project”).

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

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

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**

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

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

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

(Signature, Name & Title) For .....  
..... (Signature, Name & Title) For .....  
.....

(Signature, Name & Title)

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

Witnesses:

- 1.
- 2.

Notes:

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

*documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

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



## 11.9 Appendix B7

### Joint Bidding Agreement

(To be executed on Non Judicial Stamp paper of INR 100 (INR Hundred) or of appropriate value)

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

AMONGST

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

AND

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

AND

3. [{..... Limited, a company incorporated under the Companies Act, 1956/2013 or a Firm]\* and having its registered office at ..... (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

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

WHEREAS

- (A) Construction & Design Services, Uttar Pradesh Jal Nigam represented by its Director and having its principal office at TC - 38 V, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, India (hereinafter referred to as the “C&DS, UPJN” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “Bids”) by its Request for Proposal dated \_\_ (the “RFP”) for selecting Concessionaire for development and operation/ maintenance of the project Municipal Solid Waste (MSW) to Energy Processing Facility in Jhansi (the “Project”) ~~through public private partnership.~~
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents

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<sup>1</sup> Applicant to suitably change, if required

in respect of the Project, and

- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Consortium**

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

**3. Covenants**

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

**4. Joint and Several Liability**

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

**5. Shareholding in the SPV**

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

S. No.	Party Reference	Shareholding % in SPV
1	First Party	
2	Second Party	
3	Third Party	

- 5.2. The Parties undertake that the First Party will hold a minimum of 51% (fifty one percent) and other Parties will hold a minimum of 10% (ten percent) of the subscribed and paid up equity share capital of the SPV, at all times till the fifth anniversary of the COD of the Project, in view of the fact that such parties', whose experience and net worth have been reckoned for the purposes of short-listing of Bidders for the Project in terms of the RFP.
- 5.3. The Parties undertake that the First Party shall, at all times between the COD of the Project and the fifth anniversary thereof, hold equity share capital not less than (i) 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV. Further, the First Party shall hold a minimum of 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPV at all time during the Concession Period.
- 5.4. The Parties undertake that they shall collectively hold 100% (one hundred percent) of the subscribed and paid up equity share capital of the SPV at all times until the fifth anniversary of the COD of the Project.
- 5.5. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

## **6. Representation of the Parties**

- 6.1. Each Party represents to the other Parties as of the date of this Agreement that:
  - (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
  - (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
    - i) require any consent or approval not already obtained;
    - ii) violate any Applicable Law presently in effect and having applicability to it;
    - iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
  - (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would

have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

**7. Termination**

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

**8. Miscellaneous**

- (a) This Joint Bidding Agreement shall be governed by laws of India.
- (b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of C&DS, UPJN.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED DELIVERED	AND	SIGNED, SEALED DELIVERED	AND	SIGNED, SEALED DELIVERED
-----------------------------	-----	-----------------------------	-----	-----------------------------

For and on behalf of		For and on behalf of		For and on behalf of
----------------------	--	----------------------	--	----------------------

LEAD MEMBER by:		SECOND PART by:		{THIRD PART} by:
-----------------	--	-----------------	--	------------------

(Signature)		(Signature)		(Signature)
(Name)		(Name)		(Name)
(Designation)		(Designation)		(Designation)
(Address)		(Address)		(Address)

In presence of:

- |    |    |
|----|----|
| 1. | 2. |
|----|----|

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with

*the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*
4. *The Shareholders Agreement indicating equity share of each member will have to be shared with C&DS, UPJN prior to the Appointed Date.*

11.10 **Appendix B8**

**Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

Director  
Construction & Design Services, Uttar Pradesh Jal Nigam  
TC - 38 V, Vibhuti Khand, Gomti Nagar  
Lucknow – 226010  
Uttar Pradesh

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.\*

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

For and on behalf of.....

*\* Please strike out whichever is not applicable.*

## **C. Annexure C - Technical Proposal**

### **11.11 Appendix C1**

#### **Technical Proposal**

(Refer Clause 6.1)

The Technical Proposal should cover the following:

- Proposed Technology (Mass Burn/ RDF into power/ Gasification/ Bio-methanation or any other)
- Brief DPR and Approach and methodology for each part of the Facility
- Levels of sophistication and type of system proposed (without detailed design) which shall be able to meet the desired operational standards
- Types of system proposed along with approach and methodologies for meeting the high environmental standards
- Station Heat Rate of the WtE Processing Facility

Bidders shall refer to the SMW Rules, 2016 for meeting the expected standards desired for the Municipal Solid Waste (MSW) to Energy Processing Facility in Jhansi by C&DS, UPJN.

## 11.12 Appendix C2

The Technical Proposal shall be submitted such that it fulfills the requirements listed in the table below. The Technical Evaluation Committee shall disqualify the Bidder if the Bidder fails to fulfill any of the requirements below.

The suitable evidence for the purpose of Technical Proposal (the “Suitable Evidence”) which the Bidder should give can include:

- equipment manufacturer’s specification documents
- accredited laboratory test reports
- performance certificates
- or any other supporting document

<p><b>A. Waste Processing Facility</b></p> <p><b>1) Combustible Waste Processing - Construction and Operation Requirement</b></p> <p>(a) Is the proposed design modular and is the total capacity of all modules sufficient to process waste quantity derived from design capacity and waste characterization study?</p> <p>(b) Is there sufficient evidence that the proposed technology is suitable for processing waste as characterized in the SWM Rules, 2016, (or Central Pollution Control Board /CPCB standards, as the case may be)?</p> <p>(c) Is there sufficient evidence of the technology, if applicable, meeting emissions standards specified in SWM Rules, 2016?</p> <p>(d) Is there sufficient evidence that the technology if used to generate electricity, follows the standards specified in the SWM Rules, 2016 / other regulations of Government of India?</p> <p><b>2) Recyclable Waste Processing - Construction and Operation Requirement</b></p> <p>(a) Is the capacity sufficient to process waste quantity derived from Design Capacity and waste characterization study?</p> <p>(b) Does the operation plan give suitable comfort that the recyclables such as metals, glass, tins, etc. will not be sold loose?</p> <p><b>3) Overall Processing Facility - Construction and Operation Requirement</b></p> <p>(a) Is the proposed Processing Facility design modular and is the total capacity of all modules sufficient to process waste quantity derived from design capacity and waste characterization study?</p> <p>(b) Is there sufficient evidence in the proposal which suggests that no individual module will have a downtime more than 15 continuous days and there is sufficient redundancy in the system so that the other modules can handle the processing of waste equal to the Design Capacity during such downtime?</p>	<p>(Y/N)</p>
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<ul style="list-style-type: none"> <li>(c) Is the operation planned for 2 or more shifts of 8 hours each?</li> <li>(d) Does the plan have the provision of the following mandatory facilities and are they sufficiently addressed in the Technical Proposal? <ul style="list-style-type: none"> <li>i) Weigh Bridges with stand by arrangements</li> <li>ii) Storm water drainage system</li> <li>iii) Leachate collection and treatment system</li> <li>iv) Quality control laboratory</li> <li>v) Workers amenities</li> <li>vi) Internal loop roads</li> <li>vii) Illumination</li> <li>viii) Electrical backup arrangement</li> <li>ix) Boundary wall and fencing</li> <li>x) Green belt</li> <li>xi) Fire and safety equipment</li> </ul> </li> </ul>	
<b>B. Scientific Landfilling</b>	
<ul style="list-style-type: none"> <li>1) <b>Construction and Operation Requirement</b> <ul style="list-style-type: none"> <li>(a) Is the landfill adequately designed for an operation period of 25 years to handle process remnants/inerts expected as per the Design Capacity?</li> <li>(b) Is there sufficient evidence that Landfill Facility conforms to the design requirements as per CPCB guidelines?</li> <li>(c) Is there sufficient evidence that the disposal of leachate is being taken care of?</li> <li>(d) Does the design proposed have the provision for collecting and venting gas?</li> <li>(e) Does the plan have the provision of the following mandatory facilities and are they sufficiently addressed in the Technical Proposal? <ul style="list-style-type: none"> <li>i) Weigh bridges with standby arrangements</li> <li>ii) Storm water drainage system</li> <li>iii) Leachate collection and treatment system</li> </ul> </li> </ul> </li> </ul>	
<b>C. Environmental Management Plan</b>	
<ul style="list-style-type: none"> <li>1) Is there sufficient evidence that the Air Quality would meet the standards as per SWM Rules, 2016?</li> <li>2) Is there sufficient evidence that the Ground Water Quality would meet the standards as per SWM Rules, 2016?</li> <li>3) Is the monitoring of environmental parameters planned as per the process mentioned in SWM Rules, 2016?</li> </ul>	

*If a Bidder is disqualified in Technical Proposal Stage, its Financial Proposal shall not be opened.*

## **D. Annexure D - Financial Proposal**

### **11.13 Appendix D1**

(Refer Section 7)

#### **Letter Comprising the Financial Proposal**

(The covering letter should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

Date: \_\_\_\_\_

Reference No: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company/ Lead Member of the Bidding Consortium)

Tel.#: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail address# \_\_\_\_\_

To

Director

Construction & Design Services, Uttar Pradesh Jal Nigam

TC - 38 V, Vibhuti Khand, Gomti Nagar

Lucknow – 226010

Uttar Pradesh

Sub: Response to RFP dated \_\_\_\_\_ [Insert date in dd/mm/yyyy for selection of Developer for setting up Municipal Solid Waste (MSW) to Energy Processing Facility in Jhansi]

Dear Sir,

1. With reference to your RFP document dated \_\_\_\_\_, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that C&DS, UPJN will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the

development of the aforesaid Project.

4. I/ We shall make available to C&DS, UPJN any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of C&DS, UPJN to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by C&DS, UPJN;
  - (b) I/ We do not have any conflict of interest in accordance with Clause 4.2.1(c) of the RFP document;
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 8.1.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with C&DS, UPJN or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 8 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Bid that you may receive for the Project, without incurring any liability to the Bidders, in accordance with Clause 4.22.6 of the RFP document.

9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate C&DS, UPJN of the same immediately.
15. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform C&DS, UPJN forthwith along with all relevant particulars and C&DS, UPJN may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without C&DS, UPJN being liable to us in any manner whatsoever.
16. The Statement of Legal Capacity as per the format at Appendix B8 of the RFP document, and duly signed is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium as per format provided at Appendix B5 and Appendix B6 respectively of the RFP, are also enclosed

17. I/We understand that the selected Bidder shall form an appropriate SPV to prior to execution of the Concession Agreement.
18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by C&DS, UPJN in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the model documents that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid documents and agree to abide by the same.
20. I/ We have studied all the Bidding Documents carefully and also surveyed the other project details. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by C&DS, UPJN or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
21. I/ We offer a Bid Security of INR 25,00,000 (INR Twenty Five Lakhs only) to C&DS, UPJN in accordance with the RFP Document.
22. The Bid Security No..... in the form of a Demand Draft / Bank Guarantee is attached.
23. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
24. The Financial Proposal has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Model Concession Agreement, Model Power Purchase Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Project cost and implementation of the Project.
25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
26. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement. }

27. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

28. I/ We hereby submit our Bid and offer for undertaking the aforesaid Project in accordance with the Bidding Documents, Concession Agreement and the Power Purchase Agreement:

- a) **Quoted Percentage of differential tariff over and above UPERC tariff (i.e. total tariff including Fixed charges and Variable charges)** to be receivable / payable by ULB over and above the Tariff determined in accordance with the regulation / tariff order issued by UPERC from time to time for procurement of power from WtE projects.
- b) **Quoted Capacity** at the Interconnection Point

<b>Bid Parameter</b>	<b>Unit</b>	<b>Value (in number)</b>	<b>Value (in words)</b>
Quoted Differential Tariff*	in % upto 2 decimals		
Quoted Capacity	in MW upto 2 decimals		

*\*(the % in negative would mean that the Bidder will share its revenue with ULB and the % in positive means that the Bidder will seek payment from ULB)*

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

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)

Place: Name and seal of Bidder/ Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

## E. Annexure E – e – tender process

### PREPARATION & SUBMISSION OF e-Bids

*(For guidance purposes only. The Bidder is advised to familiarize himself with Terms and Conditions of NIT, Bid document and process of bid submission on e-tender portal on their own. C&DS, UPJN and / or its Transaction Advisors bears no responsibility for incorrect submission of bid.)*

#### 1. Documents Constituting the e-Bid

The e-Bids prepared by the Bidder shall comprise the following components (e-Bids will comprise of):

- a) Qualification Proposal
- b) Technical Proposal
- c) Financial Proposal

#### 2. Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of Qualification Proposal, documents establishing & supporting the qualification to execute the Project. The documentary evidence in support of the information furnished should be submitted by the Bidder electronically in the PDF format. The Bidder's eligibility criteria and selection procedure are defined in this RFP.

It is suggested that the PDF files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.

#### 3. Format and Signing of e-Bids

The Bidder shall prepare one electronic copy for the e-Bids.

DSC should be in the name of the authorized signatory for which POA is submitted in Technical Proposal. It should be in corporate capacity (i.e. in Bidder capacity / in case of JV in the Lead Member capacity, as applicable). The Authorized Signatory holding Power of Attorney (POA) and the person executing/delegating such POA shall only be the Digital Signatory. In other cases, the Bid shall be considered non-responsive.

**All the pages/ documents of the e-Bid shall also be signed manually by the person authorized to sign the e-Bids before converting them into PDF and uploading them as bidding documents.**

#### 4. Submission of e-Bids:

The e-Bid Submission module of e-tender portal [www.etender.up.nic.in](http://www.etender.up.nic.in) enables the Bidders to submit the e-Bid online against the e-tender published. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid.

Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bids due to any reasons, the Bidders shall only be held responsible. The Bidders are advised to follow the following instructions for submission of their e-Bids:

For participating in e-tender through the e-tender portal, it is necessary for the Bidders to be the registered users of the e-tender portal [www.etender.up.nic.in](http://www.etender.up.nic.in). For this, the Bidders have to register themselves by depositing a fee of Rs 6000/- (Rupees Six thousands only) in the office of U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226 001 for getting a valid User ID and password and the required training/ assistance etc. on e-tender portal [www.etender.up.nic.in](http://www.etender.up.nic.in). The Bidders may contact U.P. Electronics Corporation Limited for further assistance.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-tender portal <http://etender.up.nic.in>, the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, Government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website [www.uplc.in](http://www.uplc.in) along with the payment of fee of Rs 1704/- per person. The Bidder is also advised to register his/her DSC on e-tender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her e-Bid against this e-tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The C&DS, U P Jal Nigam shall not be held responsible if the Bidder tries to submit his/her e-Bids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the e-Bid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to e-Bid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format.

After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing



Fee / cost of Bidding Documents / Bid Security offline payment details. After entering and saving the Processing fee / cost of Bidding Documents / Bid Security details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Qualification Proposal Submission Form etc. of this e-tender document. The details of the Demand Draft, Bank Guarantee or any other accepted instrument which is to be physically sent in original before Bid Due Date and time, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid openers only.

After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

## **5. Deadline for Submission of e-Bids**

e-Bids must be submitted by the Bidders on e-tender portal <http://etender.up.nic.in>, not later than the date and time specified in this e-tender document.

The C&DS may extend this deadline for submission of e-Bids by amending the e-tender document, in which case all rights and obligations of the C&DS and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

C&DS shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-tender (RFP) by any prospective Bidder. E-Bids should be uploaded on e-tender portal [www.etender.up.nic.in](http://www.etender.up.nic.in) on or before **the Bid Due Date date and time**.

## **6. Late e-Bids**

The server time indicated in the Bid Management window on the e-tender portal [www.etender.up.nic.in](http://www.etender.up.nic.in) will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bids submission date and time is over, the Bidder cannot submit his/ her Bid. Bidder has to start the e-Bid Submission well

in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/ her e-Bids are not submitted in time due to any reasons.

## **7. Withdrawal and Resubmission of e-Bids**

At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before Bid Due Date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder has to request the C&DS with a letter, attaching the proof of withdrawal and submission of e-Bids Processing Fee in the office of Director, C&DS, U.P. Jal Nigam to return back the Bid Security, Cost of Bidding Documents as per the procedure.

The Bidder can resubmit his/ her e-Bids as and when required till the Bid Due Date and time. The e-Bids submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal [www.etender.up.nic.in](http://www.etender.up.nic.in). The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents.

The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.

No e-Bids can be resubmitted subsequently after the deadline for submission of e-Bids.

## **8. Receipt and Opening of e-Bids by the Purchaser**

Bidders are advised to submit their e-bids in 'Three-Bid' system with Qualification, Technical and Financial bids separately on e-tender portal.

**Please note that prices should not be quoted in the Technical Bid.** The Prices should be quoted in the Financial Bid only. On receipt on e-tender portal, the qualification proposals will be opened first.

C&DS will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at **scheduled date and time at designated place**. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday, the e-Bids shall be opened at the appointed time and place on the next working day. The name of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of qualification proposals, C&DS shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not qualify for selection. C&DS will simultaneously notify the bidders, whose Qualification e-Bids were considered acceptable and have been short listed for opening of their technical e-bids.

After evaluation of technical proposals, C&DS shall notify those bidders whose e-Bids were considered not meeting the Technical Parameters indicating that they did not qualify for selection. C&DS will simultaneously notify the bidders, whose Technical e-Bids were considered acceptable and have been short listed for opening of their technical e-bids.