



**Commissioner and Director of Municipal  
Administration (CDMA)**

640, AC Guards, MasabTank, Hyderabad- 500 004

**Request for Proposal**

For

**Selection of Agency for “Setting up of Municipal Solid Waste  
Processing/Treatment Facility for Cluster of ULBs in Telangana on  
Design, Build, Operate & Transfer (DBOT) Basis”  
(Volume I)**

RFP Number: E-183458 / 245849/ 2020- H1, dated 25-10-2022

October, 2022

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**GLOSSARY**

Addendum	As defined in Clause 2.9.1
Applicable Laws	As defined in the Concession Agreement
Applicable Permits	As defined in the Concession Agreement
Appointed Date	As defined in the Concession Agreement
Associate	As defined in Clause 2.1.14 (Explanation)
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	The Qualification Bid and Financial Bid together shall be referred to as the Bid.
Bidder(s)	Parties that are submitting their Bids in respect of the Project in accordance with this RFP and shall include the Members of the Joint Venture/ Consortium.
Bidding Documents	As defined in Clause 1.1.7
Bid Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Best and Final Offer	As defined in Clause 3.3.4
Capital Cost	As defined in Clause 2.1.1
Cluster ULBs	Shall mean All the participating ULBs in a Particular Cluster
Companies Act	Shall mean the Companies Act, 1956/ 2013, as the context may denote, and rules notified thereunder
Conflict of Interest	As defined in Clause 2.1.14
Crore	Ten million (10,000,000)
Consortium	As defined in Clause 2.2.1 (a)
Damages	As defined in Clause 2.1.14
Document Fee	As defined in Clause 1.4
Concession Agreement	As defined in Clause 1.1.3
Enclosures of Bid	As defined in Appendix III
Financial Bid	As defined in Clause 1.2.1
Financial Capacity	As defined in Clause 2.2.2.1(B)
First Round of Bidding	As defined in Clause 3.3.3
Joint Bidding Agreement	As defined in Clause 2.2.3 (e)
Joint Venture	As defined in Clause 2.2.1 (a)
Lakhs	Hundred thousand (100,000)
Lead Member	As defined in Clause 2.2.3 (b)
LoA	As defined in Clause 3.3.5
Lowest Bid	As defined in Clause 1.2.6
Member	Member of a Joint Venture/Consortium

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Minimum Eligibility Criteria	As defined in Clause 2.2.2.1
MSW	As defined in Clause 1.1.2
Net Worth	As defined in Clause 2.2.2.4
Project	As defined in Clause 1.1.1
Project COD	As defined in the Concession Agreement
Sanitary Landfill Site	As defined in scope of work
Qualification Bid	As defined in Clause 1.2.1
Qualified Bidder(s)	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposal	As defined in the Disclaimer
Scope of Work	As defined in Clause 1.1.4 and in Schedule I
Selected Bidder	As defined in Clause 3.3.1
Concessionaire/Agency	As defined in Clause 1.1.1
Scheduled Bank	As defined in Clause 2.20.1
Subject Person	As defined in Clause 2.1.14 (a)
Technical Capacity	As defined in Clause 2.2.2.1(A)
Tender Approval Committee	Committee of officials constituted for approval of tender by the Government of Telangana vide G.O Ms No 151 MA&UD department dt 11.03.2020.
Tie Bidder	As defined in Clause 3.3.4
Turnover	As defined in Clause 2.2.2.4
Queries	As defined in Clause 1.2.9

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

## **2. Procedure for Bid Submission**

- a. The Bidders need to register on the electronic procurement marketplace of Government of Telangana State, at [www.eprocurement.gov.in](http://www.eprocurement.gov.in). On registration on the e-procurement marketplace they will be provided with a user ID and password by the system using which they can submit their Bids online.

The Bidders shall submit their eligibility and qualification documents, technical bid, financial bid etc., in the standard formats prescribed in the Tender documents, displayed in e-procurement web site. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility / criteria / technical bids in the e-procurement web site. The Bidder shall sign on the statements, documents, certificates, uploaded by him owing responsibility for their correctness / authenticity.

The Technical bids of the bidders will be evaluated based on the certificates / documents uploaded online only towards the qualification criteria furnished by the bidders. The detailed procedure for Bid submission is described in bid documents.

- b. While registering on the e-procurement marketplace, bidders need to scan and upload the required documents as per the tender requirements on to their profile.
  - c. The e-procurement marketplace provides an online self-service registration facility to such of the vendors who are already registered with respective participating departments for supply of specified goods and services.
- 3.
- a. All the Bidders shall invariably upload the scanned copies of payment acknowledgement in e-procurement system and this will be the primary requirement to consider the Bid as responsive.
  - b. The Tender Approval Committee, shall carry out the technical bid evaluation solely based on the uploaded certificates / documents towards Bid Security in the e-procurement system and open the price Bids of the responsive Bidders.
  - c. The CDMA will notify the Selected Bidder for submission of original hard copies of all uploaded documents, BG towards Bid Security prior to entering the Agreement.
  - d. The Selected Bidder shall invariably furnish the payment acknowledgement towards Bid Security, certificates/documents of the uploaded scanned copies to the Authority before entering the Agreement either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the Selected Bidder. CDMA will not take any responsibility for any delay in receipt / non-receipt of original BG towards Bid Security certificates/documents, from the Selected Bidder before the stipulated time. On receipt of documents, CDMA shall verify the BG towards Bid Security and all other certificates / documents uploaded by the bidder in e-procurement system in support of the qualification criteria before concluding the Agreement.
  - e. If Selected Bidder fails to submit the original Hard Copies of uploaded certificates / Documents, Bid Security payment details within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the Bidder, the Selected Bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. The e-procurement system would deactivate the user ID of such defaulting Selected Bidder based on the trigger/recommendation by the Authority in the system. Besides this, the Department shall invoke all Processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender Process for execution of the development schemes taken up by the Government. The information to this extent may be displayed in the e-procurement platform website.

CDMA reserves the right to modify the above Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

**DISCLAIMER**

The information contained in this Request for Qualification cum Request for Proposal document (hereafter referred as the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority 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.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Projects. 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 the Authority, 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.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Concessionaire/Agency for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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



**1. INTRODUCTION**

**1.1 Background**

1.1.1 The Commissioner & Director of Municipal Administration (CDMA), Telangana State (TS) (the “**Authority**”) intends to invite bids for selection of a Concessionaire/Agency (the “**Concessionaire/Agency**”) for “Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster of ULBs in Telangana on Design, Build, Operate & Transfer (DBOT) Basis”. The Authority has decided to carry out the Bidding Process (defined hereinafter) for the selection of the Concessionaire/Agency to whom the Project may be awarded.

1.1.2 Municipal Solid Waste processing /treatment (the “Municipal Solid Waste Processing/Treatment”) shall be as per SWM Rules 2016.

Municipal Corporation/Council (“**MC**”) is the agency responsible for administering and providing all civic amenities and citizen services. It is a highly citizen-oriented organization, which has established as its goal and which places total emphasis on the timely and efficient delivery of citizen-related services with utmost convenience and transparency. These services include roads, sanitation, street lights, parks and solid waste management.

Details of the Project Site(s)/Cluster ULBs & Quantities are as presented in Appendix V.

The Authority/ MC proposes to process MSM by segregating, sorting, storing and selling as per SWM Rules 2016. The work envisages economically viable and environmentally sustainable method for “Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster of ULBs in Telangana on Design, Build, Operate & Transfer (DBOT) Basis” in accordance with the Applicable Laws. Details of Site area, TPD of Waste Generation Quantity are as presented in Appendix V.

1.1.3 The Selected Bidder (in case of Joint Venture/Consortium, the entire Joint Venture/Consortium) shall act as the Agency in its own capacity to perform the obligations of the Concessionaire/Agency (“the **Concessionaire/Agency**”) and undertake the Project under and in accordance with the Applicable Laws including, without limitation, the Solid Waste Management Rules, 2016, Environment (Protection) Act 1986, the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981 and the provisions of “Concession Agreement” to be entered into between the Concessionaire/Agency, the Authority and the ULB in the Cluster in the form provided by the Authority as a part of the Bidding Documents pursuant hereto (Volume II of the RFP).

1.1.4 The brief of the scope of work has been enumerated in Schedule I of this RFP of Instructions to Bidders this (“**ITB**”) and is further detailed in the Draft Concession Agreement (Volume II of the RFP) (“**Scope of Work**”)

1.1.5 The Concession Agreement sets forth the detailed terms and conditions for provisioning of services, including the exclusive right, license and authority to equip, operate and maintain the Project subject to and in accordance with the terms of the Concession Agreement.

- 1.1.6 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 should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Concessionaire/Agency set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work and the license to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in herein, the Concession Agreement and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”). All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).
- 1.1.8 The Selected Bidder shall be required to incorporate a new company under the Companies Act, 2013 (the “SPV”), which shall act as the Concessionaire/Agency and undertake obligations with respect to the Project and execute the Concession Agreement with Authority (CDMA) and the ULB in the cluster.

## **1.2 Brief description of Bidding Process**

- 1.2.1. The Authority has adopted a single-stage 2(two) parts bid process (the “**Bidding Process**”) for the selection of a Bidder for award of the Project. All Bidders for the Project shall simultaneously submit their relevant qualification details for the purpose of meeting Minimum Eligibility Criteria (“**Qualification Bid**”) and financial proposal by way of seeking Tipping Fee Per Ton for a cluster (“**Financial Bid**”) for processing MSW; to be paid subject to and in accordance with terms of the Draft Concession Agreement payable by ULB/Authority against the services provided in accordance with terms of the RFP documents. In the first step, Qualification Bids of all Bidders shall be evaluated as to whether they are responsive in terms of Clause 3.1.6 and meet the Minimum Eligibility Criteria as set forth in Clause 2.2.2.1 of this RFP for undertaking the Project. The Financial Bids of only those Bidders who are considered responsive and meet the Minimum Eligibility Criteria (the “**Qualified Bidder(s)**”) would be opened and evaluated for the purpose of identifying the Selected Bidder for the Project.

The viability gap funding (the “Viability Gap Funding”) towards capital cost for setting up of MSW Processing Plant by way of Internal Benchmark (IBM) rate as provided in the RFP (**Appendix V**) for each of the ULBs in all the Clusters shall be paid by the Authority during Project implementation period as per the provisions of the Concession Agreement. Accordingly, “Tipping Fee for processing of municipal solid waste towards any difference in the Total Project Cost for setting up of the MSW Processing Plant and the O & M Cost during the Operation Period through suitable technologies as per the guidelines of CPHEEO SWM

Manual and in compliance to SWM Rules 2016” quoted by the Ultimate Lowest Bidder, shall be applicable for the Payments to the Concessionaire/SPV in accordance with terms of the Concession Agreement during Operation Period. Offset/ Internal Benchmark (IBM) rate of Tipping Fee is Rs.600 per Metric Ton.

The cost of establishment of the Plant ULB-wise is given as per the guidelines of SBM (U) 2.0 as the Internal Bench Mark (IBM) rate, based on the per ton rate of Plant establishment as mentioned therein. Accordingly, the Bidders are advised to work their actual cost of Plant establishment and any differential cost in Plant establishment shall have to be adjusted in their quoted Tipping Fee.

For the sake of clarity and by way of illustration, in case the IBM for a particular ULB is given as Rs.100 Lakhs, however, as worked by the Bidder the cost of establishment works out to Rs.90 Lakhs only, the quoted Tipping Fee can be lower than O & M Fee worked out on a standalone basis, duly taking into consideration the savings in the capital expenditure to the Bidder and passing on the same in the quoted Tipping Fee to the extent the Bidder desires. Accordingly, in case the capital cost of establishment of the Plant is higher than the IBM rate as given in the RFP, the O & M Tipping is expected to be higher than O & M Fee worked out on a standalone basis and accordingly, the Tipping Fee in such case may be higher than quoted on a standalone basis.

To ensure minimum demand guarantee to the Concessionaire, the Authority / ULB shall ensure waste quantity amounts equivalent to 70% of the proposed MSW processing Plant capacity in TPD during the Concession Period. The estimated waste quantity for the year 2030 for each of the ULBs is as shown in Appendix V. In this regard, a Technical Advisory Committee shall be constituted which will investigate any changes that may be required in Per Ton Rate for processing of MSW in case the quantity of waste given for treatment falls short of 70% of the proposed MSW Plant capacity in TPD.

- 1.2.2. As part of the Bidding Process, interested parties who fulfill the Minimum Eligibility Criteria as set forth in this RFP are being called upon to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date.
- 1.2.3. The Bidding Documents include RFP (Volume I: Instruction to Bidders (ITB)) and (Volume II: Draft Concession Agreement with its Schedules). Subject to the provisions of Clause 2.1.4, the aforesaid documents and any addenda or corrigenda issued subsequent to this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4. The Bid Security will be refundable not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided Performance Security of amount as specified in Clause 1.4 The Bidders will have to provide Bid Security in the form of a Bank Guarantee acceptable to the Authority, and the validity period of the Bank Guarantee, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be mutually

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agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. Bid Security as specified in clause 1.4 shall be given during bid submission.

- 1.2.5 The 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 for award of the Project.
- 1.2.8 Further details of the cluster allotment process to be followed and the terms thereof have been spelt out in the Bidding Documents.
- 1.2.9 Any queries or request for additional information concerning this RFP shall be submitted through e-mail to [cdma@cdma.gov.in](mailto:cdma@cdma.gov.in) before the last date of receiving queries as per Clause 1.3. The email shall clearly bear the following identification/ title:

**Queries for**

**“Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster of ULBs in Telangana on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”**

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The Pre-Bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-Bid queries not submitted in the prescribed format shall not be responded to:

S. No.	RFP Volume	Page No.	Clause No.	Text provided in RFP	Clarification sought with justification, if any

**1.3 Schedule of Bidding Process**

The Authority shall endeavor to adhere to the following schedule. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.

Event Description	Date
Download of bid document	26.10.2022 at 16:00 hrs
Pre-Bid Conference	03.11.2022 at 15:00 hrs at CDMA, Office.
Bid Due Date and time for submission of Bid	14.11.2022 at 16:00 hrs
Opening of Qualification Bids	Shall be intimated later.
Bid Validity	120 days from Bid Due Date.
Opening of Financial Bids, issue of LoA and signing of the Concession Agreement*	The shortlisted Bidders will be intimated in advance.  *Concession Agreement to be Signed

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	separately with Authority and each of the ULB of the awarded Cluster within 30 days of issuance of LoA.
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### 1.3 Tender Information.

Particular	Info
Tender Document Fee	Rs.10,000 + GST @ 18% aggregating to Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) and to be paid online through net-banking / debit card / credit card.
EMD/Bid Security	Rs 20,00,000 (Rupees Twenty Lakhs only) to be paid through a Bank Guarantee in the form acceptable to the Authority and drawn on any Scheduled Bank and favoring Director, CDMA valid for a period of 6 months from the date of submission of bids.  The Bidder has the option of bidding for one or more than Cluster of its choice.
Performance Security	The Concessionaire/Agency shall furnish the Performance Security to the respective ULB as per amount given in RFP, <b>Appendix V</b> . Performance security for each ULB of the awarded cluster shall be furnished separately by the Concessionaire/Agency.

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1 General terms of Bidding

- 2.1.1 Bidder shall in its Bid provide all the information sought under the Bidding Documents. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. A Bidder bidding individually or as a member of a Joint Venture/ Consortium shall not be entitled to submit another Bid for the same Project either individually or as a member of any other Joint Venture/Consortium, as the case may be.
- 2.1.2 The Bidder shall prepare one set of its Bid. Duly filled in Price Bid as per format provided in the portal is to be uploaded separately. Bidders are advised to download the Price Bid format as it is and quote their offer/price in the permitted cells and upload the same in the Price Bid. Please note that the Bidders shall not tamper / modify the downloaded Price Bid template in any manner. If Financial Bid is found in any other documents other than in Price Bid, the bid shall be summarily rejected.
- 2.1.3 All the pages of Bid including brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Bids with erasing / overwriting / cutting which are without authentication will be liable for rejection.

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- 2.1.4 The technical bid evaluation of the Bidders will be done on the certificates / documents uploaded through online only towards qualification criteria furnished by the bidders.
- 2.1.5 Only the Selected Bidder shall hand over the original copies of all the uploaded documents, payment acknowledgement receipts for Bid Security prior to entering into agreement as per or his authorized representative directly or through his agent or by Registered post or by Courier service. The Authority will not take any responsibility for any delay or non-receipt.
- 2.1.6 The bidder is requested to get a confirmed acknowledgement from the Authority as a proof of Hard copies submission to avoid any discrepancy. The bidder has to attach the required documents after uploading the same as required by Authority in its tender conditions.
- 2.1.7 The Selected Bidder shall furnish the original hard copies of all the documents / certificates /statements uploaded by him before concluding the Agreement.
- 2.1.8 The Bidders shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/ deviation noticed will be viewed seriously apart from cancelling the work duly forfeiting the Bid Security, criminal action will be initiated including suspension of business.
- 2.1.9 The Selected Bidders found defaulting in submission of hard copies of for Bid Security / Bid Tender Document Fee and other uploaded documents to the Authority before concluding the Agreement will be suspended/ disqualified from participating in tenders on e-procurement platform for a period of 12 months.
- 2.1.10 Steps for registration and submission of Bids are described in detail in the “Bidders Training Booklet” available with the Authority as well as at the above web site.

Tender opening will be as per the e-procurement procedures.

- 2.1.11 The documents to be submitted in each of the envelopes shall include:

The Qualification Bid shall be furnished as per formats provided in Appendix-I of this RFP. The Qualification Bid shall include the following:

ANNEXURE A	: Letter comprising the Bid
ANNEXURE B	: General Information of Bidder
ANNEXURE C	: Power of Attorney for Signing of Bid with Board Resolution/ Charter Document in favor of Executant
ANNEXURE D	: Power of Attorney for Lead Member of Joint Venture/ Consortium (in case of Joint Venture/ Consortium) with Board Resolution/ Charter Document in favor of Executant
ANNEXURE E	: Bid Security (Bank Guarantee)
ANNEXURE F	: Joint Bidding Agreement (in case of Joint Venture/ Consortium)
ANNEXURE G	: Technical Capacity of Bidder

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ANNEXURE H	:	Financial Capacity of Bidder
ANNEXURE I	:	Bid Checklist
ANNEXURE J	:	Approach & Methodology
ANNEXURE K		TECHNICAL PROPOSAL DETAILS
ANNEXURE: L		Parent Company Guarantee (If applicable)
		Tender Document Fee.

The Financial Bid for the Project should be furnished as per the format set forth in Appendix–II, clearly indicating the Financial Bid amount in both figures and words, in Indian Rupees, 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. The Financial Bid shall not be provided in any other place other than at Price Bid. If Financial Bid is found in any other place, then the bid shall be summarily rejected. **Annexure-M of Appendix- II shall be submitted by the bidder as part of Price Bid.**

- 2.1.12 A Bidder bidding individually or as a member of a Joint Venture/ Consortium shall not be entitled to submit another Bid for the same Project either individually or as a member of any other Joint Venture/Consortium, as the case may be.
- 2.1.13 The Financial Bid, shall be opened on the date specified in clause no.1.3, and not along with technical bids. The payment by the Authority to the Concessionaire/Agency shall be as per the terms and conditions of this RFP and particularly subject to and in accordance with the terms contained in the Concession Agreement (enclosed as Volume II).
- 2.1.14 As mentioned in Clause 1.2.4 above, the Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of a Bank Guarantee, acceptable to the Authority, as per format set forth in Annexure E of Appendix – I.
- 2.1.15 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder who’s Bid Security shall be retained till it has provided a Performance Security as per the terms of the Concession Agreement.
- 2.1.16 The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, duly supported with a charter document or board resolution in favour of executant authorising the signatory of the Bid to commit the Bidder. In case the Bidder is a Joint Venture/Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member as per the format set forth in Annexure D of Appendix-I duly supported with a charter document or board resolution in favour of executant.
- 2.1.17 Any condition or qualification or any other stipulation contained in the Bid which is not



complied with by the Bidder shall render the Bid liable to rejection as a non-responsive Bid.

- 2.1.18 All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.19 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority 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 2.1.13 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return any Bid or any information provided along therewith.
- 2.1.20 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, the Authority shall forfeit and appropriate the Bid Security. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and is not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (“**Damages**”). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this 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% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- b) a constituent of such Bidder is also a constituent of another Bidder in any of the Projects; or
- c) 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 Associate thereof; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- f) such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

***Explanation:***

In case a Bidder is a Joint Venture/Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Joint Venture/Consortium.

For the purposes of this RFP, Associate means, in relation to the Bidder/ Joint Venture/ Consortium Member, a person who controls, is controlled by, or is under common control with such Bidder/Joint Venture/Consortium Member (the “**Associate**”). The expression “control” means, with respect to a person which is a company or Corporation, the ownership, directly or indirectly, of more than 51% (fifty one per cent) of the voting share capital of such person, and with respect to a person which is not a company or Corporation, the power to direct the management and policies of such person, whether by operation of law or otherwise.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Joint Venture/Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Joint Venture/Consortium as the case may be.

**Explanation:** In case a Bidder is a Joint Venture/Consortium, then the term Bidder as used in this Clause 2.1.20 shall include each member of such Joint Venture/Consortium.

- 2.1.21 The Concession Period/Term for the Project shall be valid from the Appointed Date till the completion of 10 years and 4 months (4 months of Construction Period and 10 years of Operation & Maintenance of MSW Processing Facility). Details of project timelines are given

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below:

<b>S No.</b>	<b>Activity</b>	<b>Timeline</b>
1	Setting up of MSW Processing Facility for each ULBs in Cluster.	4 Months from date of Appointed Date or consent to establish issued by State Pollution Control Board, whichever is later.
2	O&M of the MSW Processing Facility for each ULBs in Cluster.	10 years from the date of Commercial Operation Date (COD) of MSW Processing Facility with a provision of further extension of 5 years as per mutual consent of all parties.

2.1.22 Any award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

## **2.2 Eligibility of Bidders**

2.2.1 For determining the eligibility of Bidders for their technical-qualification hereunder, the following shall apply:

- (a) Agency shall be responsible for designing, building, testing, commissioning, operation & maintenance of MSW Processing facility through any suitable technologies as per the guidelines of SBM (U) 2.0, SWM Manual of CPHEEO and in compliance to SWM Rules 2016. **Accordingly, the Bidders have to furnish in their Technical Bid, the complete details of the proposed technology along with the process description, the BoQs, and the same shall have to be covered in the Bidders Presentation before the Technical Committee. Please note that only such Bidders whose technology is approved by the Technical Committee only be further evaluated.**
- (b) The Bidder may be a single entity or a group of entities (the “Joint Venture”/ “Consortium”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Joint Venture/Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Joint Venture/Consortium.
- (c) A Bidder may be a natural person or a body corporate including but not limited to a company incorporated under the Companies Act, 1956/2013 or a partnership, limited liability partnership or a sole proprietorship registered under the relevant applicable governing law or any combination of them with a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/ Consortium. A Joint Venture/ Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.3 below
- (d) The Bidder (Single Entity/ any Member of the Consortium or any of its / their Associates) are not barred/ blacklisted by the Central Government/ State Government or any entity controlled by it, from participating in any project (BOT or otherwise), and no bar subsists as on the date of Bid.

- (e) The eligible projects claiming “the Technical Capacity” should have been executed for any Local Body/ any Government / Semi-Government Organizations / Public Sector Undertakings in India with direct contract with them. No subcontract shall be entertained.

## **2.2.2 Minimum Eligibility Criteria**

**2.2.2.1** To be considered as technically qualified, a Bidder shall fulfill the following minimum eligibility criteria (the “Minimum Eligibility Criteria”):

- (A) **Technical Capacity:** For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall have to fulfill the following conditions:

- (i) Experience in setting up/construction/ development of Municipal Solid Waste Management (MSW) projects in the preceding 5 (five) financial years from the Bid Due Date, and have:

- (a) undertaken 01 (One) project of minimum 60 TPD Capacity;

Or,

- (b) Undertaken multiple projects (more than one) of minimum cumulative 60TPD Capacity, with each eligible project of minimum 20 TPD Capacity.

and

- (ii) Experience of operation and maintenance of eligible projects specified in Clause 2.2.2.1 (A) (i) for minimum 1 year in the preceding 5 (five) financial years from the Bid Due Date.

**Note:**

In case an eligible project for accessing “the technical capacity” has been jointly undertaken by the Bidder (as part of a consortium), then the entity claiming such experience under Clause 2.2.2.1 (A) (i) should have held in the company owning the eligible project, a minimum of 51% equity in the project for which the experience is being claimed. The claiming entity shall produce proof (such as certificate from statutory auditor or Client) of percentage shareholding in the project for which experience is being claimed.

- (iii) The experience certificates which are uploaded on e-procurement portal will only be considered for tender evaluation.

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

The Bidder shall be required to have minimum Turnover of an average of INR 10 Crores

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(Rupees Ten Crores only) in the preceding 5 (five) financial years from the Bid Due Date. (FY16-17, FY17-18, FY18-19, FY19-20, FY20-21) with positive net worth in the last 2 (two) financial years from the due date of submission of this bid.

In case a Bidder is Selected Bidder for two clusters, the Bidder in such a case shall have demonstrated technical and financial capacity double of the technical and financial capacity as mentioned at (A) & (B) above.

2.2.2.2 After the fulfilment of the above-mentioned Minimum Eligibility Criteria and **the approval of the proposed technology including its BoQs and the materials by the Technical Committee**, the Qualification Bids of the Bidder shall be scored in the manner set out below. Bidders scoring more than 60 (sixty) marks shall be considered as qualified for the purpose of Financial Bid opening:

Qualification Score			
Proposed Qualification Criteria	Proposed Max. Marks		
Minimum Turnover of an average of 10 Crores in the preceding 5 (five) financial years from the due date of submission of this bid. (FY16-17, FY17-18, FY18-19, FY19-20, FY20-21)	Maximum Marks: 30		
	Sr. No.	Average Turnover	Total Marks
	I.	10-20 Cr.	20
	II.	20 – 30 Cr.	25
	III.	More than 30 Cr.	30
(i) Experience in setting up Municipal Solid Waste Management (MSW) projects in the preceding 5 (five) financial years from the Bid Due Date, have:  (a) undertaken 01 (One) project of minimum 80 TPD Capacity;  <p align="center">Or,</p> (b) undertaken multiple projects (more than one) of minimum cumulative 80 TPD Capacity, with each eligible project of minimum 20 TPD Capacity.  <p align="center">and</p> (ii) Experience of operation and maintenance of eligible projects specified in Clause 2.2.2.1 (A) (i) for minimum 1 year in the preceding 5 (five) financial years from the Bid Due Date.  The Bidder has to furnish a copy of tie-ups with agencies for further sale/ usage of end products such as compost/ gas, RDF and recyclable materials as a supporting	Maximum Marks: 50		
	S. No.	Cumulative Quantity Processed (in TPD)	Marks
	I.	80-100	30
	II.	101-120	40
	III	More than 120	50

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document to show experience.	
Approach & Methodology for project execution (to be submitted along with Technical Proposal as per description in Annexure J & K)	Maximum Marks: 20 (Evaluation will be based on the quality of submission)
<b>Total</b>	<b>100</b>

***Note: Date and time for technical presentation shall be intimated to eligible bidders during the Bid evaluation.***

2.2.2.3 The Bidder shall provide documentary evidence by way of Statutory Auditor’s certificate and/ or Chartered Accountant’s certificate in support of its Financial Capacity and documentary evidence by way of client certificate and/or agreement copy and/or Letter of Award and/ or Completion Certificate, as the case may be, in support of the Technical Capacity as specified in this Clause. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder.

2.2.2.4 In the event that a Bidder submits a Bid for the Project and the Bidder does not meet the Minimum Eligibility Criteria (Technical and Financial Capacity) as described under Clause 2.2.2, the Bidder shall be disqualified and the Financial Bid of such Bidder shall not be opened.

***For the purposes of this RFP, Net Worth shall mean:***

- i **In case of a company:** the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and
- ii **In case of any other entity/body corporate:** the aggregate value of the paid-up capital and reserves of such entity, after deducting the aggregate value of the intangible assets.

2.2.2.6 In case of a Joint Venture/ Consortium, the Technical Capacity and Financial Capacity of all the Members of Joint Venture would be considered for satisfying the above conditions of eligibility. For avoidance of doubt, it is further clarified that the Joint Venture must collectively satisfy the above qualification criteria i.e., Joint Venture/Consortium members shall cumulatively/collectively fulfil the 100% (hundred percent) requirement of Clause 2.2.2.

2.2.2.7 Sole Bidder/ JV Member can claim experience of their parent company or any other Subsidiary Company held by their parent company. However, such JV members must provide Parent Company Guarantee for themselves and for the subsidiaries whose credentials are being used to claim experience. The Parent companies shall be jointly and

severally responsible for fulfilling contractual obligations of the JV. Parent Company Guarantee Format Attached as Annexure: L

2.2.3 In case the Bidder is a Joint Venture/ Consortium, it shall also comply with the following additional requirements:

- (a) number of members of Joint Venture/ Consortium should not exceed 3 (three);
- (b) subject to the provisions of (a) above, Bid should contain the information required for each Member of the Joint Venture/Consortium;
  - i. Members of the Joint Venture/Consortium shall nominate 1 (one) member as the lead member (“**Lead Member**”) who shall have an equity shareholding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Annexure D of Appendix-I, signed by all the other members of the Joint Venture. The Members of the Joint Venture/ Consortium as a whole shall cumulatively/ collectively fulfil entire Minimum Eligibility Criteria; Commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 3 (three) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV. Additionally, Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the third anniversary of the commercial operation date of the Project;
  - ii. In this regard, its clarified that all the Members of the Joint Venture/ Consortium shall be jointly and severally liable towards the Authority to execute the Project during the term of the Concession Agreement and irrespective of the failure of any particular Member of the Joint Venture/Consortium, the Authority shall be entitled to call upon the other Member(s) including the Lead Member of the Joint Venture/Consortium to discharge the obligations of the Joint Venture.
  - iii. the Bid should include a brief description of the roles and responsibilities of each member of the Joint Venture/Consortium, particularly with reference to financial and technical obligations under the Concession Agreement; and
  - iv. Members of the Joint Venture/Consortium shall enter into a binding Joint Bidding Agreement (the “**Joint Bidding Agreement**”) for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia:
    - (i) in case the Joint Venture/Consortium is declared as the Selected Bidder, it shall ensure that its capital investment commitment(s) are clearly set out,

and state that the Joint Venture/Consortium shall act through the Lead Member in accordance with this RFP, and subsequently carry out all the responsibilities as Concessionaire/Agency in terms of the Concession Agreement;

- (ii) clearly outline the proposed roles and responsibilities of each Member at each stage;
  - (iii) commit the minimum equity shares to be held by each Member in the SPV; and include a statement to the effect that all Members of the Joint Venture/Consortium shall, in accordance with the Concession Agreement, be liable jointly and severally for all obligations of the Concessionaire/Agency in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement.
- (c) Except as provided under the Bidding Documents including the RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

*(Note: Joint Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the members of the Joint Venture/Consortium should be specific to the Project and should fulfill the above requirements, failing which the Bid shall be considered non-responsive.)*

- 2.2.4 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (Build, Own and Transfer or otherwise), and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid, either individually or as Member of a Joint Venture/Consortium.
- 2.2.5 The Bid must be accompanied by the audited annual reports of the Bidder (of each Member and its Associates whose Financial Capacity is considered for evaluation as per Clause 2.2.2.1 (B) in case of a Joint Venture/Consortium) for the last 5 (Five) years preceding the Bid Due Date. The Bidder shall enclose in its Qualification Bid, as per the format set forth in Annexure H of Appendix-I, complete with its Annexes, the certificate(s) from its Statutory Auditors specifying the Net Worth and Turnover of the Bidder at the close of the financial year preceding the Bid Due Date and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of Clause 2.2.2.1 (B).
- 2.2.6 No change in the composition of the Joint Venture/Consortium is allowed subsequent to the submission of the Bid during the Bidding Process.

## **2.3 Change in Ownership**

- 2.3.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control or management of a Member or an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes

of technical qualification under and in accordance with the RFP which adversely impacts the Project, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

## **2.4 Cost of Bidding**

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

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

2.5.1 Bidders are advised to submit their respective Bids after visiting the project sites in bidding clusters ULBs and ascertaining for themselves the quantity of Municipal Solid Waste/ other waste lying at the sites, site conditions, location, surroundings, climate, applicable laws, applicable permits and regulations, and any other matter considered relevant by them.

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

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement; and



f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

**2.6 Right to accept and to reject any or all Bids**

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 Notwithstanding anything contained in this RFP, the Authority 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 the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.6.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental information related to the documents uploaded in the portal sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture/Consortium, then the entire Joint Venture/Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Ultimate Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (a) choose the Selected Bidder in accordance with Clause 3.2 & 3.3; or
- (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.4 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 Contract thereby granted by the Authority, that one or more of the Minimum Eligibility Criteria 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/Agency either by issue of the LoA or entering into of the Concession Agreement, and if the Bidder has already been issued the LoA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be

liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Concessionaire /Agency, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

**B. DOCUMENTS**

**2.7 Contents of the RFP**

- 2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 2.9.

**Invitation for Bids**

- |            |                             |
|------------|-----------------------------|
| Section 1. | Introduction                |
| Section 2. | Instructions to Bidders     |
| Section 3. | Evaluation of Bids          |
| Section 4. | Fraud and Corrupt Practices |
| Section 5. | Pre-Bid Conference          |
| Section 6. | Miscellaneous               |

**Appendices**

**I Formats for Qualification Bid**

- |             |   |
|-------------|---|
| ANNEXURE A. | Letter comprising the Bid                                     |
| ANNEXURE B. | General Information of Bidder                                 |
| ANNEXURE C. | Power of Attorney for Signing of Bid                          |
| ANNEXURE D. | Power of Attorney for Lead Member of Joint Venture/Consortium |
| ANNEXURE E. | Bid Security (Bank Guarantee)                                 |
| ANNEXURE F. | Joint Bidding Agreement                                       |
| ANNEXURE G. | Technical Capacity of Bidder                                  |
| ANNEXURE H. | Financial Capacity of Bidder                                  |
| ANNEXURE I. | Bid Checklist   |
| ANNEXURE J. | Approach & Methodology  |
| ANNEXURE K. | Technical Proposal Details                                    |
| ANNEXURE L. | Parent Company Guarantee                                      |

**II. Format for Financial Bid**

- |             |                            |
|-------------|----------------------------|
| Annexure M: | Financial Proposal Details |
|-------------|----------------------------|

**III. Format of Letter of Acceptance (LOA)**

**IV. Cluster & ULB Details**

The Concession Agreement (Volume II) and its Corrigendum/ Addendums as part of the Bid Documents shall be deemed to be part of this RFP.

## **2.8 Clarifications**

- 2.8.1 Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Authority by e-mail in accordance with Clause 1.2.9. They should send in their queries before the date mentioned in the schedule of Bidding Process specified in Clause 1.3.
- 2.8.2 The Authority shall endeavor to respond to the questions/ queries raised or clarifications sought by the Bidders but no later than 10 (ten) days prior to the Bide Due Date. The responses, without identifying the source of queries, will be uploaded on the site. However, the Authority 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 the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.8.4 To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.8.5 If a Bidder does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **2.9 Amendment of RFP**

- 2.9.1 At any time prior to the deadline for submission of Bids, the Authority 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 an addendum (“**Addendum**”).
- 2.9.2 Any Addendum issued hereunder shall be posted/ uploaded on the CDMA/e-procurement portal, through corrigendum and shall form an integral part of the Bidding documents. The relevant clauses of the Bidding Documents shall be treated as amended accordingly, in terms of corrigenda. It shall be sole responsibility of the Bidders to check Authority’s website from time to time for any such amendments. The Authority shall not be responsible for any negligence on part of the Bidder.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for

any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

**C. PREPARATION AND SUBMISSION OF BIDS**

**2.10 Format and Signing of Bid**

- 2.10.1 The Bidders shall provide all the information sought under this RFP by online submission of the Enclosures of Bid, as specified in this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Any and all conditional Bids shall be liable to be summarily rejected.

**2.11. Submission of Bids**

- 2.11.1. Bidders need to register on the electronic procurement marketplace of Government of Telangana i.e., “[www.tender.telangana.gov.in](http://www.tender.telangana.gov.in)”. While registering on the e-procurement marketplace, Bidders need to scan and upload the required documents as per the tender requirements on to their profile. On registration on the e-Procurement marketplace they will be provided with a user ID and password by the system using which they can submit their bids online.

**2.11.2. Registration with e-procurement platform:**

For registration and online bid submission, Bidders may contact HELP DESK of M/s. Vupadhi Techno services. @ contact No. 7337445546, [www.tender.telangana.gov.in](http://www.tender.telangana.gov.in) or <http://tender.telangana.gov.in>.

**2.11.3. Digital Certificate authentication:**

The Bidder shall authenticate the Bid with his digital certificate for submitting the Bid electronically on e-procurement platform and the Bids not authenticated by digital certificate of the Bidder will not be accepted on the e-procurement platform.

All the bidders need to obtain Digital Certificates from CDMA: For obtaining Digital Signature Certificate, Please Contact:

Commissioner & Director Municipal Administration (CDMA)  
640, AC Guards, Masab Tank, Hyderabad- 500 004, Telangana.

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

**2.12 Qualification Bid**

2.12.1 The Bidder shall submit the Qualification Bid in the formats specified under Appendix-I, The Qualification Bid shall include:

- a. Proof of payment for the amount of Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) as the Tender Document Fee (scanned copy of acknowledgement should be uploaded);
- b. Letter comprising the Bid (Appendix – I - **ANNEXURE A**);
- c. General Information of Bidder (Appendix – I - **ANNEXURE B**);
- d. Power of Attorney for signing of Bid in the prescribed format (Appendix – I - **ANNEXURE C**);
- e. If applicable, the Power of Attorney for Lead Member of Joint Venture/ Consortium (Appendix – I - **ANNEXURE D**);
- f. Bid Security (Appendix – I - **ANNEXURE E**);
- g. Joint Bidding Agreement (in case of Joint Venture/Consortium) (Appendix – I - **ANNEXURE F**);
- h. Technical Capacity of the Bidder (Appendix – I - **ANNEXURE G**);
- i. Financial Capacity of the Bidder (Appendix – I - **ANNEXURE H**); and
- j. A copy of the RFP / Draft Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney;
- k. Bid Checklist (Appendix – I - **ANNEXURE I**); and
- l. Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster ULBs Plan (Approach & Methodology) (Appendix – I - **ANNEXURE - J**)
- m. ANNEXURE K- Technical Proposal Details.
- n. ANNEXURE L- Parent Company Guarantee (If required)

2.12.2 The Financial Bid for the Project should be furnished as per the format set forth in Appendix–II and submitted to the Authority physically. Financial Bid shall be opened as per date specified in this RFP, after Technical Bids are opened & evaluated. If financial bids are found open before the date & time specified in the RFP, then the Bids shall be forfeited.

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

## **2.13 Bid Due Date and Time**

2.13.1 Bids should be submitted before the time specified in Clause 1.3 on the Bid Due Date at the address provided in Clause 2.1.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the office of the person specified at Clause 2.1.5.

2.13.2 The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

**2.14 Late Bids**

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected and returned unopened. Submission would not be possible beyond the time specified in Clause 1.3 of this RFP.

**2.15 Contents of the Bid**

2.15.1 The Qualification Bid for the Cluster Project shall be furnished in the formats provided under Appendix – I.

2.15.2 The Financial Bid for the Cluster Project shall be furnished in the format at Appendix – II.

2.15.3 The “Selected Bidder” shall be as per provisions of Clause 3.3.1.

2.15.4 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.15.5 The proposed Concession Agreement shall be deemed to be part of the Bid.

**2.16 Modifications/Substitution/Withdrawal of Bids**

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

2.16.2 The Bidder may substitute or withdraw the Bid by submitting a letter addressed to the person mentioned in Clause 2.1.5. The Bidder should also deliver the original substitution or withdrawal letter/notice to the Authority.

2.16.3 The hard copy of the substitution or withdrawal notice will be prepared, sealed, marked, and delivered in accordance with Clause 2.1.5, with the envelopes being additionally marked "SUBSTITUTION" or "WITHDRAWAL", as appropriate. The letter shall be addressed to person and the address mentioned in Clause 2.1.5.

2.16.4 If the Authority receives a substitution notice from a Bidder before the specified time on the Bid Due Date, then the Bidder will be allowed to substitute its original Bid, and the hard copy of the Enclosures of Bid will be returned unopened.

2.16.5 If the Authority receives a withdrawal notice before the specified time on the Bid Due Date,

then the Authority will return the hard copy of the Enclosures of Bid to such Bidder unopened.

## **2.17 Rejection of Bids**

- 2.17.1 If any Bid received by the Authority is not submitted in accordance with this RFP, and/or not accompanied by the Bid Security as specified in Clause 2.1.8, it may be summarily rejected.
- 2.17.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul Bidding Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids hereunder.
- 2.17.3 The Authority 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.

## **2.18 Validity of Bids**

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

## **2.19 Confidentiality**

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

## **2.20 Correspondence with the Bidder**

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

## **D. BID SECURITY**

### **2.21 Bid Security**

- 2.21.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.4 herein

above in the form of a bank guarantee/ NEFT / RTGS issued by a Nationalized / Scheduled Bank in India, in favor of the “**Commissioner & Director of Municipal Administration**” encashable in Hyderabad, Telangana in the format set forth in Annexure E of Appendix –I (the “**Bank Guarantee**”) 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. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized/ scheduled bank in India is required. For the avoidance of doubt, “**Scheduled Bank**” shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

NEFT/RTGS Account Details

Account number: 62426102113

Account Holder Name: Commissioner & Director of Municipal Administration Telangana

IFSC: SBIN0020070

Branch: Shantinagar SBI, Hyderabad

- 2.21.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.21.3 As provided in Clause 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority.
- 2.21.4 The Selected Bidder(s)' Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. Separate Performance Security shall be given to the Authority/ULB for each ULB's Agreement of the awarded cluster & Additional Bid Security shall be given to the Authority for every additionally awarded cluster (If that case arises).
- 2.21.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.21.6 The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement, or otherwise, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
  - (b) If a Bidder withdraws its Bid during the period of bid validity as specified in this RFP



and as extended by the Bidder from time to time;

- (c) In the case of Selected Bidder(s), if it fails within the specified time limit -
  - (i) to sign and return the duplicate copy of LoA;
  - (ii) to sign the Concession Agreement of each ULB in the awarded cluster; or
  - (iii) to furnish the Performance Security within the period prescribed thereof in the Concession Agreement;
- (d) In case the Selected Bidder(s), having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.21.7 The Bid Security of Bidders whose Bid is rejected on account of not meeting the Minimum Eligibility Criteria will be returned/refunded within a period of 60 (sixty) days from the date of intimating the rejection of the proposal by Authority to the Bidder.

### **3. EVALUATION OF BIDS**

#### **3.1 Opening and Evaluation of Qualification Bids**

- 3.1.1 The Authority shall open the Qualification Bid at the time specified in Clause 1.3, on the Bid Due Date, at the place specified in Clause 2.1.5.
- 3.1.2 The Authority will subsequently examine and evaluate the Qualification Bid in accordance with the provisions set out in this Section 3.
- 3.1.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder under this RFP.
- 3.1.4 To facilitate evaluation of Qualification Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Qualification Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 3.1.5 If a Bidder does not provide clarifications sought under Clause 3.1.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 3.1.6 **Tests of responsiveness**

3.1.6.1 As a first step towards evaluation of Qualification Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) the documents as specified in Clause 2.1.5 be submitted in hard copy in original;
- (c) it is received by the Authority on or before the specified time on the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
- (d) it is accompanied by the Document Fee or the receipt of payment of Processing Fee, as the case may be
- (e) it is accompanied by the Bid Security as specified in Clause 2.1.8;
- (f) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.10 and in the case of a Joint Venture/Consortium, it is accompanied additionally by the Power of Attorney as specified in Clause 2.2.3 (c);
- (g) it does not contain any condition or qualification;
- (h) it is accompanied by the Joint Bidding Agreement (only for Joint Venture/Consortium), specific to the Project, as stipulated in this RFP;
- (i) it contains all the information and documents (complete in all respects) as requested in this RFP and in the formats specified herein; and
- (i) it is not non-responsive in terms hereof.

3.1.6.2 The Authority reserves the right to reject any Qualification Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Qualification Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Qualification Bid.

3.1.7 The Bidders considered responsive in terms of Clause 3.1.6.1, shall be evaluated further to assess and determine their Technical Capacity and Financial Capacity to execute the Project. The responsive Bidders shall be called for a presentation as per description in **Annexure-J & K** to showcase their strength /capability for undertaking the project. Based on the quality of their submission, scores shall be allocated by the Authority.

3.1.8 The Qualification Bid will be evaluated on the basis of Bidder's experience as per the Minimum Eligibility Criteria set forth in Clause 2.2.2.1.

3.1.9 After evaluation of Qualification Bids, the Authority will publish a list of Qualified Bidders whose Financial Bids shall be opened. The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification

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from the Bidder(s) who fail to qualify.

- 3.1.10 Technical Score of the qualified bidders shall be presented in Descending order in the following table as illustrated below

Bidder Name	Technical Score
A	
B	
C	
D	
E	

### **3.2 Opening and Evaluation of Financial Bids**

- 3.2.1 The Authority shall inform the venue and time of opening of the Financial Bids to the Qualified Bidders through e-mail. The Authority shall publish the list of eligible bidders on the Authority’s website and open the Financial Bids of the Qualified Bidders only on scheduled date and time in the presence of the authorized representatives of the Bidders who may choose to attend and has the authority to reject, accept or match the Lowest Price Bid, as the case may arise.

- 3.2.2 Bidders can bid for as many clusters as they wish to.

- 3.2.3 The Bidder shall provide Cluster Preference Sheet as per following format, along with the Financial Bid (**Appendix- II**):

<i>Preference Number</i>	<i>Cluster Number (As per RFP- Appendix-V)</i>
1	
2	
3	
4	
5	
6	
7	
8	
9	

- 3.2.4 The Financial Bids of the Technical Qualified bidders shall be opened and it’s **Per Ton Tipping Fee for processing of Waste, Price Bid shall be presented in a tabular manner as given below in the Illustration Number 1**

Cluster Number	Per Ton Rate of Processing of Waste				
	Bidder A	Bidder B	Bidder C	Bidder D	Bidder E
C1					
C2					
C3					
C4					
C5					

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C6					
C7					
C8					
C9					

The Bid/Bidder who has quoted the Ultimate lowest Rate (Ultimate Lowest Bidder) in a particular Cluster shall be declared as the Successful Bidder for that cluster subject to the provisions of RFP. The Lowest Bidder in other Clusters have to match the Ultimate Lowest Bidder for the Authority to consider for award of contract for the respective Clusters. For the sake of clarity and by way of illustration, in case, a Bidder in Cluster 6 who is the lowest Bidder in that Cluster to be considered for award of contract has to necessarily match the Ultimate Lowest Bidder of Cluster 2 (in case Ultimate Lowest Bidder is in Cluster 2) for the Authority to consider awarding the contract subject to the provisions of RFP.

3.2.5 In case a bidder has lowest Rate in more than one Clusters then his preference sheet shall be opened and the cluster number in higher preference shall be considered first. However, in case, if more than 2 lowest Rates are obtained by a Bidder in different Clusters and already 2 Clusters have been awarded in accordance with preference sheet, then for allotment of subsequent clusters to this bidder, Clause 3.3.3 & 3.3.4 shall be followed.

3.2.6 With respect to clause 3.2.5 above, Tender Approval Committee, may at its own discretion shall allot the clusters to the successful bidder as per the priority set by the Government (if required).

### **3.3 Selection of Bidder**

3.3.1 Subject to Clause 2.16.1, the Bidder whose Bid is considered as responsive and Qualified Bid in terms of Clause 3.1 and who satisfies following conditions shall be declared the Selected Bidder (the “Selected Bidder”) for that cluster:

3.3.2 In case the Bidder having lowest Rate in a specific Cluster, due to any reason the said Cluster is not awarded to that Bidder (Including but not limited to the reason where a Bidder has already been awarded 2 clusters or it doesn't have the required technical & financial capacity to win additional Cluster), then the bidder with second lowest Rate in that Cluster shall be considered to match the Per Ton Rates of Lowest Price Bid (provided that this second lowest Rate Order has not been awarded 2 clusters already and it has the required technical & financial capacity to win additional cluster). If second lowest Rate doesn't agree to match the Per Ton Rates of Ultimate Lowest Price Bid then subsequent bidders in that cluster shall be considered to do so in that order. If, no bidder in that cluster order matches the Per Ton Rates of Lowest Price Bid, then the cluster shall be awarded as per clause 3.3.3 below. In case, when a bidder is considered to match the respective Per Ton Rates of the Ultimate Lowest Bidder and in the event the bidder doesn't agree to match the Ultimate Lowest Bidder, its Bid Security shall not be forfeited and the same shall be returned as per RFP Clause 2.20.3.

- 3.3.3 Bidder shall be awarded maximum 2 clusters, provided that it satisfies additional Minimum Eligibility Criteria i.e., technical and financial capacity for awarding the second cluster by the Authority. However, subject to Clause 3.3.1 & 3.3.2, in case, there are any unawarded clusters, it shall be upto the discretion of Tender Approval Committee to award additional cluster to existing bidders based on their preference sheet & their fulfillment of additional Minimum Eligibility Criteria (as defined in clause 2.2.2.1) for their eligibility to undertake work in the additional cluster.
- 3.3.4.1 Subject to Clause 3.3.2 above, in the event that 2 (two) or more Qualified Bidders have same Rate in a Particular Cluster (the “Tie Bidders”), then its technical score shall be considered. In that case, the bidder with higher technical score shall be considered. In the event of having tie in this event as well, then the Authority may draw the lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.3.4.2 In case of Single Bid is received in a particular cluster, then it shall follow clause 3.3.1 mentioned above.
- 3.3.4.3 In case no bids are received in a particular cluster then it shall follow clause 3.3.3 above.
- 3.3.4.4 Ultimate Lowest Bidder shall be the Selected Bidder for that respective cluster number. In the event, the Ultimate Lowest Bidder withdraws then its Bid Security shall be forfeited. In this case, clause 3.3.2 shall be followed.
- 3.3.4.5 In the event that none of the Bidder matches the Lowest Price Bid of the Ultimate Lowest Bidder, i.e., all the Clusters remains unawarded, then Authority, may, in its discretion, annul the Bidding Process.
- 3.3.5 After selection, a Letter of Acceptance (the “LoA”) (format for which has been provided in Annexure –IV) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LoA, and the next eligible Bidder may be considered.
- 3.3.6 After acknowledgement of the LoA as aforesaid by the Selected Bidder(s), it shall execute the Concession Agreement separately with each ULB of the awarded Cluster within the period prescribed in the Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation in the Draft Concession Agreement.
- 3.3.7 After Selection and acknowledgement of LOA, The Agency shall carry out an initial Technical Survey (Total Station Survey, Trial Pit, Geo-Technical Borehole Log etc.) for the Project Sites in the awarded cluster, in consultation with the District Level Project Committee and ULB, and should seek their certification on the survey maps/results/reports before signing of the

Concession Agreement. If the Agency rejects the cluster after such survey, then the Bid Security of the Agency shall be forfeited.

### 3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

## 4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Concession Agreement, the Authority shall reject a Bid, withdraw the LoA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire/Agency, as the case may be, if it determines that the Bidder or Concessionaire/Agency, as the case may be, 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. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LoA or the Concession Agreement, if a Bidder or Concessionaire/Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Concession Agreement, such Bidder or Concessionaire/Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire/Agency as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “**corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official

of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, 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 the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5. PRE-BID CONFERENCE**

- 5.1 Pre-Bid Conferences of the Bidders shall be convened on the date mentioned in Clause 1.3 of this RFP, at the designated date, time and place. A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid Conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## **6. MISCELLANEOUS**

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

- b) Bidding Process or modify the dates or other terms and conditions relating thereto; consult with any Bidder in order to receive clarification or further information;
  - c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; or
  - d) 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.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, present or future.



**Schedule-I Scope of Work**

**SCHEDULE– I: SCOPE OF WORK**

**Upon execution of the Concession Agreement, the Agency shall undertake following activities:**

The total scope of work of the Agency includes the following major activities but not limited to:

1. The project information and Site details has been provided in Appendix-V of this RFP document.
2. Set up processing facilities to process the fresh waste of all the ULBs as delivered at the Project Site in awarded cluster (Cluster Info given in Appendix-V) through processing, disposal.
3. Agency shall be responsible for designing, building, testing, commissioning, operation & maintenance of MSW Processing facility through suitable technologies as per the guidelines of CPHEEO and as specified in SWM Manual and in compliance to SWM Rules 2016. Some of the preferred suitable Technologies are: Windrow Composting Technology with Material Recovery Facility, Refuse Derived Fuel (RDF), Bio-methanation plant (with Bio-gas endues arrangement) etc. in all the ULBs in awarded Cluster (Cluster Info given in Appendix-V).
4. The Agency shall implement, operate & maintain the MSW processing facility including windrows composting process in compliance with SWM Rules, 2016 and CPHEEO 2016 MSWM Manual. Provide adequate lighting system for easy operations in the working area as well as to the access ways. Provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers) and safety provisions including health inspections of workers at site shall be carried out. Construction/Provision of temporary site office, water, power, sanitation facilities to workers as per statutory standards.
5. The Agency shall procure all necessary project assets (i.e., Plant and Equipment) including equipment, vehicles, machineries and others required for the successful execution of the treatment Project and ensure their timely maintenance, replacement and capacity augmentation, as the case may be, during the entire duration of the Concession. Also, the Agency shall ensure appropriate use of existing infrastructure available at the processing site.
6. To store, use, appropriate, market and sell or dispose all the products obtained after the processing and treatment of the waste (including compost, electricity, Bio-gas/methane/ CNG and Residual Inert Waste) and to further retain and appropriate any revenues generated from the sale of such products;

7. To sell or otherwise dispose of all recyclables in compliance to statutory guidelines & applicable rules.
8. Stacking of inert matter/residual inert matter/processing rejects from the processing facility and assist the ULB / Authority in transportation of the same to a common secured landfill at a later date.
9. Concessionaire / Agency shall ensure that all the necessary regulatory approvals are available prior to the commencement of plant construction.
10. To obtain, maintain and renew all the Applicable clearances /permits as required for the project implementation, operation & maintenance.
11. Ensure arrangement for water and power within the site at its own cost.
12. Provide fire protection measures and safety equipment for all workers at the site.
13. Ensure adequate power back-up for smooth operation of the machinery and equipment installed.
14. The Agency shall carryout Total Station/ Drone Survey (layout & contour map in AutoCAD) of complete site including area earmarked for Solid Waste Treatment. Survey maps (layout, contour etc.) shall be certified by the Independent Assessment Agency/ IAA / Engineer-in-charge. The survey shall be done at the time of possession of the site as well as at the time of submission of each running / monthly bill.
15. Initial Technical Survey (Total Station Survey, Trial Pit, Geo-Technical Borehole Log etc.) to be carried out by the Concessionaire/Agency before signing of the Concession Agreement for the Project Sites in the awarded cluster, in consultation with the District Level Project Committee and ULB and seek their certification on the survey maps/results/reports.
16. The Concessionaire/Agency shall carry out all necessary site investigations & studies for layout planning, plant design, foundation requirements etc.
17. Provide adequate lighting system for easy operations in the working area as well as to the access ways. Provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers) and safety provisions including health inspections of workers at site shall be carried out.
18. The contactor/agency shall ensure proper storm water drains in & around the sites for safe evacuation of rain- fall & surface run-off in order to avoid flooding & excess Leachate generation.
19. In case of an ongoing pandemic such as Covid-19 during the project period, the agency shall adhere to all applicable guidelines and rules released by regulatory authorities &

Statutory Authorities such as Government of India, CPCB, SPCB, SBM etc. to take measures against spread of the pandemic.

20. The Agency shall carry out baseline environmental survey of the sites. Set a soil, air and ground water quality environment baseline record (in accordance with IS: 2720) and ground water baseline (in accordance with IS: 10500).
21. Monitor ground water quality, work zone air quality and ambient air quality monitoring within and around the site from authorized NABL accredited laboratories/agencies and submit the report on Quarterly basis as per statutory guidelines & condition of consent. Concessionaire / Agency may claim the cost for testing as per actuals along with its monthly invoice. Concessionaire/Agency, while appointing such NABL accredited laboratories, shall get at least 3 quotations and take prior approval from the ULB/IAA for selecting such laboratory, for every 2 years.
22. Monitor and measure noise levels at the site and isolate of the facility boundary and surrounding area.
23. The Concessionaire/Agency shall support the ULB in obtaining, maintaining and renewing all Applicable Permits, approvals and clearances for the project implementation, operation & maintenance. The Concessionaire/Agency shall comply with the statutory, applicable norms and conditions of consent therein from time to time. The Concessionaire/Agency shall support the ULB in conducting EIA (Environmental Impact Assessment) and take EC (Environmental Clearance) if applicable. The concessionaire/Agency shall pay for the fees required for seeking Consent to Establish (CTE) as well as Consent to Operate (CTO) to be obtained from TSPCB.
24. The portion of dumpsite shall be separated and earmarked. A minimum available vacant area will also be earmarked to set up their plant and machinery for segregation.
25. Carrying out the entire project work in accordance with the detailed project plan and schedule proposed by agency and approved by the ULB.
26. The record of weighment of processed waste, recovered material sold to recyclers and also the rejects shall be maintained after measuring their weight in computerized weigh-bridge. All materials, recyclables going out of the site boundary and rejects stored separately have to be weighed and record to be maintained by the Agency. The Bidder has to maintain log book details on the quantity of waste received, waste segregated and need to submit to the Authority on monthly basis. Data of weighbridge shall be maintained properly for the entire concession period with backup server facility and shall be provided as & when required by ULB and other competent authorities.
27. The revenue or the income from the sale of the segregated Useful recovered Material such as reusable and Recyclable, Compost, Soil Conditioner, C&D, Soil, RDF or any other by-product materials shall go to the Concessionaire/Agency's account. However, before

selling the recovered material (i.e., Compost, in case its application is to food crops) the Agency, at its own cost, will conduct a laboratory testing of such materials from an NABL accredited laboratory, for the parameters as recommended by the SWM Rules 2016, SWM Manual & Authority/ULB.

28. Provide security arrangements for machineries, equipment etc. at the cost of the Developer / Agency.
29. The frequency and formats for the reports to be submitted shall be finalized in consultation with the Authority and form part of the O&M Plan and Operations Protocol and as mentioned in the agreement.
30. Access to the Project Site provided by Authority shall have to be maintained by the Agency to have easy movement of vehicles etc.
31. Shall be responsible for all the health, security, environment and safety aspects of the Project at all times during the Concession Period.
32. Ensure that the Project Sites remain free from all encroachments as it was handed over by the ULB.
33. Pay all Taxes, duties and outgoings, including utility charges relating to the Project Facilities.
34. The Agency shall also set up a leachate treatment facility catering to Project Facilities (MSW Processing Facility) in accordance of applicable rules and regulations.
35. To adhere to the construction requirements as per the details project plan to be prepared by Agency and approved by ULB/ Authority and standards/ guidelines for construction as per BIS, Solid Waste Management Rules, 2016 and other applicable standards/ guidelines.
36. Entrance into the Project Site from outside the Site shall be restricted to one point. However, emergency exits may be provided in accordance with the Building Bye laws.
37. Agency shall be responsible for the sale, marketing & transportation of Refused Derived Fuel (RDF) from the project site to the nearby Cement Plants, Waste to Energy Plants, Thermal Plants & other suitable industries.
38. Reject to be stacked at an earmarked area of the project site as per instruction of Engineer – in- charge/ IAA in compliance to SWM 2016 Rules & applicable norms until a Regional SLF will be planned and commissioned by ULB/Authority/ District Collector. Not more than 10% rejects/inert shall be generated by the concessionaire/agency for MSW Processing Works in case mixed waste is supplied by the ULB and 5% rejects/inerts in

case segregated waste is supplied by the ULB. Record of the residual solid waste/reject's disposal quantity shall be maintained by the Agency.

39. Be responsible for the sale, marketing & transportation of all recovered materials (such reusable and Recyclable, Compost, Soil Conditioner, C&D, Soil, RDF any other by-product materials) to appropriate vendors. ULB shall assist in sale and marketing of all recovered materials.
40. The record of weightment of processed waste and recovered material sold to recyclers and also the rejects shall be maintained after measuring their weight in computerized weigh-bridge. All materials, recyclables going out of the site boundary and rejects stored separately have to be weighed and record to be maintained by the Agency.
41. Adequate measures to avoid trespassing shall be taken by the Agency.
42. Allied Infrastructure such as Approach Road to the site and its Street Lighting, Compound Wall, and Water & Power Connection till the entry to the site shall be set up by the Concessionaire/Agency after due approval of the District Level Project Committee formed and headed by the District Collector and certification by the Engineering Wing as nominated by The District Collector. The Concessionaire/Agency shall follow the relevant Common Schedule of Rates and its amendments released by Public Health & Municipal Engineering Department, Government of Telangana. The Concessionaire/Agency shall complete the execution of the works within 3 months from the date of approval of the Collector. On completion & certification the ULBs/ District Collector/Authority shall reimburse the amount for these works. The Collector shall approve the work design & cost within 15 days of the receipt of work details by the Agency.
43. Entire Allied Infrastructure and project facility shall be maintained by the concessionaire/Agency during the entire concession period at its own cost.
44. Provide security arrangements for machineries, equipment etc. at the cost of the Developer / Agency.
45. Recovered C&D waste shall be the sole responsibility of the Agency to be disposed of in compliance with the norms & instructions of Engineer in Charge for the ULB.
46. Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive waste, if found, during sorting or segregation shall be handled as per the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
47. Handover any domestic biomedical waste if found during excavation, sorting/ segregation to the nearest biomedical waste facility. This waste shall be handled as per Biomedical Waste Management Rules, 2016.

48. Complete the work within the time period stipulated in the Concession Agreement.
49. Agency shall ensure that ULB is provided with adequate information of any event or any other matter affecting the Project Facilities to enable them to control/minimize any adverse consequences.
50. The frequency and formats for the reports to be submitted shall be finalized in consultation with the Authority and form part of the O&M Plan and Operations Protocol.
51. The following data should be included in the progress reports submitted by the Agency:
  - a. Monthly Quantity (By attaching copies of weighbridge of Incoming Waste, Processed Waste, recovered material & Rejects).
  - b. Quantity of waste recovered in each day & month including RDF, recyclable material, soil conditioner, C&D and residual solid waste etc. as far as category wise.
  - c. Leachate generation and management reports; and
  - d. Inert and Product Quality test reports as and when made.

**A. Role of the Authority**

1. To appoint Independent Assessment Agency (IAA) /Project Management Consultant (PMC) to monitor, supervise, and review Agency's progress against the submitted timelines and verify and approve the Agency's monthly/running bills.
2. Authority shall make timely payments to the IAA/PMC. However, 50% of such costs shall have to be reimbursed by the Agency to Authority upto a maximum of 2% of the Capital Cost (IBM rate) during execution and 50% of the rate as negotiated by the Authority during Operation Period.
3. In case of delay or no payment from ULB to Concessionaire/Agency beyond stipulated period as per Concession Agreement, the Concessionaire/Agency may put up the copy of the invoice to Authority and the Authority shall ensure the payment within 30 days.
4. Initial Technical Survey (Total Station Survey, Trial Pit, Geo-Technical Borehole Log etc.) to be carried out by the Concessionaire/Agency before signing of the Concession Agreement for the Project Sites in the awarded cluster, in consultation with the District Level Project Committee and ULB and seek their certification on the survey maps/results/reports.
5. Regional/ Common Sanitary Landfill Facility(SLF) for the disposal of inerts/ process rejects/ process residue shall be planned and commissioned by ULB/District Collector/Authority.

**B. Role of the ULB**

1. Land for MSW Processing Facility as per Concession Agreement.

2. Land Lease Agreement shall be signed at the rate of INR 1 per Acre for Project Concession Period.
3. Authority shall approve the Implementation Plan submitted by the Agency within a stipulated time.
4. Concessionaire / Agency can use the land for the sole purpose of the Project only till the end of Concession Period or termination of Concession Agreement, whichever is earlier.
5. Handover the existing infrastructure of processing assets, deployed and used at Project Site, on as is where basis to the Agency as per Concession Agreement is.
6. The ULB shall obtain, maintain and renew all Applicable Permits, approvals and clearances for the project implementation, operation & maintenance. The ULB shall conduct EIA (Environmental Impact Assessment) and EC (Environmental Clearance), if applicable, with the assistance of Concessionaire/Agency.
7. ULB shall assist in documentation and approvals, whenever necessary, for the Water and Power connection.
8. Shall assure a minimum average daily waste input of desirable quantity (in TPD) for the processing plants i.e., average minimum 70% of proposed processing plant capacity at processing facility on daily basis in a calendar month;
9. ULB shall validate the data provided by the Agency in monthly progress reports after seeking comments of the IAA;
10. Have right over assets and technology in case of Termination or expiration of Concession Period, whichever is earlier;
11. Regional/ Common Sanitary Landfill Facility(SLF) for the disposal of inerts/ process rejects/ process residue shall be planned and commissioned by ULB/District Collector/Authority. ULB shall handle the rejects/inerts from MSW Processing Activities including but not limited to transportation of the same.
12. Allied Infrastructure such as Approach Road to the site and its Street Lighting, Compound Wall, Water & Power Connection till entry to the site shall be set up by the bidder after due approval of the District Level Project Committee formed and headed by the District Collector and certification by the Engineering Wing as nominated by The Dist. Collector. The Concessionaire/Agency shall follow the relevant Common Schedule of Rates and its amendments released by Public Health & Municipal Engineering Department, Government of Telangana. The Concessionaire/Agency shall complete the execution of the works design & cost within 15 days of the receipt of work details by the Agency

**APPENDIX-I: Formats for Qualification Bid  
ANNEXURE-A: LETTER COMPRISING THE BID**

Dated:

To

.....  
.....  
.....

Tel:

Fax:

**Sub: Bid for Implementing of “Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster ULBs on Design, Build, Operate & Transfer (DBOT) Basis”**

Dear Sir,

- A. 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 following cluster(s) as marked below. The Bid is unconditional.

Cluster Number	C1	C2	C3	C4	C5	C6	C7	C8	C9
Mark the cluster (s) of choice (Yes/No)									

- B. All information provided in the Bid and in the Appendices is true and correct.
- C. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the Project(s).
- D. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- E. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- F. We certify that in the last 3 (three) years, we/ any of the Joint Venture/Consortium Members have neither failed to perform on any contract, as evidenced by a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- G. I/ We declare that:
- a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;



- b) I/ We do not have any Conflict of Interest in accordance with Clause 2.1.14 of the RFP;
  - 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 4.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with any other public sector enterprise or any Authority, Central or State; and
  - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 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.
- H. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Projects, without incurring any liability to the Bidders, in accordance with Clause 2.6.2 of the RFP.
- I. I/ We declare that we/ any Member of the Joint Venture/Consortium are/ is not a Member of any other Joint Venture/Consortium submitting a Bid for the Project.
- J. I/ We certify that in regard to matters other than security and integrity of the country, I/ we 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. The decision in regard to the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- K. I/We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- L. I/ We further certify that no Director/ Partner/ Member/ Trustee of our Company/ Partnership/i.e., M/s\_\_\_\_\_ have not been criminally indicted or convicted of any offence nor is/are any criminal case(s) pending before any Competent Court.
- M. 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 provisions of this RFP; we shall intimate the Authority of the same immediately.

We acknowledge that our Consortium/ proposed Consortium is qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for the period of 3 three years from the date of commercial operation of the Project, each hold equity share capital not less than at least 26% (twenty six per cent) of the subscribed equity share capital in the JV/SPV/Concessionaire. and shall individually or jointly (as applicable) hold equity share

holding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV, subject to and in accordance with provisions of the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership

- N. 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 pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority 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 Appointed Date of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority/Authority being liable to us in any manner whatsoever I/ We understand that the Selected Bidder shall be an existing *Company* incorporated under relevant laws of India or from outside India under equivalent law and shall incorporate a company under the Companies Act prior to execution of the Concession Agreement.
- O. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project(s) and the terms and implementation thereof.
- P. 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 draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- Q. I/We have studied all the Bidding Documents carefully and also surveyed the sites. I/ We understand that except to the extent as expressly set forth in the Concession Agreement, I/ we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
- R. The fee quoted, as specified in the Financial Bid, has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; Concession Agreement, our own estimates of costs, volumes and after a careful assessment of the state and all the conditions that may affect the Bid.
- S. I/We offer a Bid Security of <<Amount of Bid Security>>for the Project to the Authority in accordance with the RFP.
- T. The Bid Security in the form of a Bank Guarantee is attached.

**Selection of Agency for “Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster of ULBs in Telangana on Design, Build, Operate & Transfer (DBOT) Basis” (Vol-1)**

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- U. 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 / Contract is not awarded to me/us or our Bid is not opened.
- V. I/We agree and undertake to abide by all the terms and conditions of the RFP.
- { *We, the Joint Venture/Consortium agree and undertake to be jointly and severally liable for all the obligations of the Agency under the Concession Agreement till the Term of the Project in accordance with the Concession Agreement.* }
- W I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
- X I/ We understand that the Selected Bidder shall incorporate the Concessionaire in the form of a company under the Indian Companies Act, 2013, prior to execution of the Concession Agreement.

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

Yours faithfully,

Date: \_\_\_\_\_ (Signature of the Authorised signatory)  
Place: \_\_\_\_\_ (Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

**ANNEXURE-B: GENERAL INFORMATION OF BIDDER**

1.
  - a) Name:
  - b) Country of in Corporation/Council/ registration:
  - c) Address of the {corporate headquarters/ head office and its branch office(s)/ registered office}, if any, in India:
  - d) Date of in Corporation/Council/ registration 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 the Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. In case of a Joint Venture/Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Joint Venture/Consortium.
  - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.3 should be attached to the Bid.
  - (c) Information regarding the role of each Member should be provided as per table below:

**Selection of Agency for “Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster of ULBs in Telangana on Design, Build, Operate & Transfer (DBOT) Basis” (Vol-1)**

S. No.	Name of Member	Role*{Refer Clause 2.2.3}*}	Percentage shareholding of paid up and subscribed equity in SPV of each Member {Refer Clause 2.2.3}
1			
2			
3			

\* The role of each Member, as may be determined by the Bidder, should be indicated.

- (d) The following information shall also be provided for **each Member** of the Joint Venture/Consortium and/or Associate<sup>†</sup>:

Name of Bidder/ Member of Joint Venture/Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/constituent of the Joint Venture/ Consortium/its Associate been barred by the {Central/State} Authority, or any entity controlled by it, from participating in any Project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		

6. A statement by the **Bidder and each of the Members** of its Joint Venture/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.)

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*\* All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder*

**ANNEXURE- C: POWER OF ATTORNEY FOR SIGNING OF BID**  
**(Refer Clause 2.1.10)**

Know all men by these presents, We, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. \_\_\_\_\_/ Ms \_\_\_\_\_ (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is {presently employed with us/ the Lead Member of our Joint Venture/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 Bid for **“Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster ULBs on Design, Build, Operate & Transfer (DBOT) Basis” (“Project”)** proposed or being developed by the Commissioner & Director of Municipal Administration, Government of Telangana State (the **“Authority”**) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project and/or upon award thereof to us and/or till the completion of the Project under the Concession Agreement entered into with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 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)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*
- *However, in the countries, which are member of Hague convention, the document has to be notarized by the public notary and apostille by the designated competent authority of the issuing country.*

**ANNEXURE-D: POWER OF ATTORNEY FOR LEAD MEMBER OF JOINT VENTURE/CONSORTIUM**

(Refer Clause 2.1.10)

<<To be executed on a Stamp Paper of appropriate value>>

Whereas the Commissioner & Director of Municipal Administration, Government of Telangana State (“the Authority”) has invited bids for Implementing of **“Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster ULBs in the Telangana on Design, Build, Operate & Transfer (DBOT) Basis”** (the “Project”).

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

Whereas, it is necessary for the Members of the Joint Venture/Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture/Consortium, all acts, deeds and things as may be necessary in connection with the Joint Venture’s/Consortium’s bid for the Project(s) 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 \_\_\_\_\_, {insert the respective names and addresses of the registered office} (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Members of the Joint Venture/Consortium, as the Lead Member and true and lawful attorney of the Joint Venture/Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture/Consortium and any one of us during the bidding process and, in the event the Joint Venture/Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Joint Venture/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, participate in bidders’ meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture/Consortium and generally to represent the Joint Venture/Consortium in all its dealings with the Authority, and/ or any other authority, government agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s/Consortium’s bid for the Project and/ or upon award thereof till the completion of the Project under the Concession Agreement entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 always be deemed to have been done



**Selection of Agency for “Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster of ULBs in Telangana on Design, Build, Operate & Transfer (DBOT) Basis” (Vol-1)**

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by us/ Joint Venture/Consortium.

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

For \_\_\_\_\_

(Signature)  
(Name & Title)

For \_\_\_\_\_

(Signature)  
(Name & Title)

For \_\_\_\_\_  
(Name & Title)

(Executants)

(To be executed by authorised representative of the Bidder/all the Members of the Joint Venture /Consortium)

Witnesses:

[Notarised]

- 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.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

*However, in the countries, which are member of Hague convention, the document has to be notarized by the public notary and apostille by the designated competent authority of the issuing country.*

**ANNEXURE-E: FORMAT FOR BID SECURITY (BANK GUARANTEE)**

(Refer Clauses 2.1.8 and 2.20.1)

*(To be executed on Stamp paper of appropriate value)*

B.G. No.

Dated:

To,

1. In consideration of you, the Commissioner & Director of Municipal Administration, Government of Telangana State having its office at 640, AC Guards, MasabTank, Hyderabad-500 004 (hereinafter referred to as the “**Authority**”, 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 provisions of the Companies Act/a society registered under Society Registration Act, 1860 or any other Indian law for registration of societies/a trust registered under the Indian Trusts Act, 1882 or any other Indian law for registration of public trust or a sole proprietorship or partnership registered under the relevant laws of in Corporation or any other entity or any combination of them} and having its registered office at \_\_\_\_\_ {and acting on behalf of its Joint Venture/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 “**Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster ULBs on Design, Build, Operate & Transfer (DBOT) Basis**” (hereinafter referred to as the “**Project**”) pursuant to the RFP Document dated \*\*\*\*\* issued in respect of the Project(s) and other related documents (hereinafter collectively referred to as “**Bidding Documents**”), we [Name of the Bank] having our registered office at [insert address of registered office] and one of its branches at [insert branch address in Telangana] (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of Clause 2.1.8 read with Clause 2.1.9 of the RFP, 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) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount <<Insert Bid Security Amount>> as bid security (hereinafter referred to as the “**Bid Security**”) encashable/ payable at any of our branches including our [insert branch address in Telangana] branch at Hyderabad 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 the Authority 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.
  - a) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority 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 Rs.....(Rupees .....only).

- b) 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 the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- c) We, the Bank, further agree that the Authority 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 the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
- d) 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.
- e) In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority 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 the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority 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.
- f) 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.

- g) We undertake to make the payment on receipt of your notice of claim on us addressed to our branch [*insert branch address*] at “---” and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- h) It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority 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 unrealised.
- i) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
- j) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by \_\_\_\_\_ Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

**ANNEXURE- F: JOINT BIDDING AGREEMENT**

*(Refer Clause 2.2.3 (f))*

*(To be executed on Stamp paper of appropriate value)*

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

**AMONGST**

1. {....., a company/sole-proprietorship/partnership<sup>3</sup> incorporated/registered under the .....} 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. {....., a company/sole-proprietorship/partnership<sup>4</sup> incorporated/registered under the .....} 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. {....., a company/sole-proprietorship/partnership<sup>5</sup> incorporated/registered under the .....} 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)<sup>6</sup>.

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) The Commissioner & Director of Municipal Administration, Government of Telangana State (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Qualification and Proposal No. .... dated .....(the “**RFP**”) for selection of bidders for “**Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster ULBs in Telangana on Design, Build, Operate & Transfer (DBOT) Basis**”(the “**Project**”) through public private partnership;
- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture/Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project, and
- (C) It is a necessary condition under the RFP that the members of the Joint Venture/Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

---

<sup>3</sup>Specify nature of entity

<sup>4</sup>Specify nature of entity

<sup>5</sup> Specify nature of entity

<sup>6</sup> A Joint Venture/Consortium can have a maximum of 3 members

**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. Joint Venture/Consortium**

- 2.1 The Parties do hereby irrevocably constitute a Joint Venture/Consortium (the “**Joint Venture**”/“**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 Joint Venture/Consortium and not individually and/ or through any other Joint Venture/Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

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

**4. Role of the Parties**

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

- (a) **Party of the First Part shall** be the Lead Member of the Joint Venture/Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture/Consortium during the Bidding Process and ensure performance of all obligations by the Members of the Joint Venture as a Concessionaire in terms of the Concession Agreement for the Project;
- (b) **Party of the Second Part** shall be {the ..... Member of the Joint Venture/Consortium; and}
- (c) **Party of the Third Part** shall be {the ..... Member of the Joint Venture/Consortium.}

**5. Joint and Several Liability**

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

Project is achieved under and in accordance with the Concession Agreement.

## **6. Shareholding in the SPV**

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

First Party:

Second Party:

Third Party:]

- 6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the third anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification of the Bidder for the Project in terms of the RFP.
- 6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the third anniversary of the commercial operation date of the Project.
- 6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

## **7. Representation of the Parties**

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its in Corporation/Council and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or Authority 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 Joint Venture/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 organizational documents thereof;

- (iv) violate any clearance, permit, contract, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or threatened, to the best of such Party’s knowledge, 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 fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture/Consortium is either not prequalified 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 and upon return of the Bid Security by the Authority to the Bidder, as the case may be.

## **9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)



**Selection of Agency for “Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster of ULBs in Telangana on Design, Build, Operate & Transfer (DBOT) Basis” (Vol-1)**

---

(Designation)  
(Address)

(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the 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, lay 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 Joint Venture/Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

**ANNEXURE-G: TECHNICAL CAPACITY OF BIDDER**

*(Refer to Clause 2.2.2.1(A) of the RFP)*

Summary of all the project(s) undertaken by the Bidder/ Member/ Associate for which the experience is claimed in accordance with Clause 2.2.2.1 (A) of the RFP:

<b>Item</b>	<b>Particulars of the Project</b>
Title of the Project	
Nature of the Project	
Entity for which the Project was developed/undertaken	
Location (with Coordinates)	
Project Capacity (TPD/ Tons/ CuM) and Project cost	
Date of Commencement of Project	
Date of Completion/commissioning	
Activities Performed by the Bidder/ Member of Joint Venture/Consortium.	Setting Up/Development/ Construction of MSW Project: (Yes/No)
	Operation & Maintenance of MSW Project for minimum 1 Year: (Yes/No)
Whether the Bidder was in JV/Consortium with other firms in this project? (Yes/No) If Yes, Provide Shareholding Percentage (%).	
Whether credit is being taken for the eligible Experience of an Associate (Yes/ No)	

Additional sheets may be attached in the above mentioned formats if necessary

*\*Client experience certificate and/or statutory auditor’s certificate and/or Chartered Accountant’s certificate and/or agreement copy and/or Letter of Award evidencing the aforementioned experience of the bidder (corresponding to the Clause 2.2.2.1) to be also attached.*

**ANNEXURE-H: FINANCIAL CAPACITY OF BIDDER**

(to be certified by the CA/statutory auditor)

(Refer to Clause 2.2.2.1(B) of the RFP)

It is certified that the calculation of Net Worth have been carried out as the formula presented in the Clauses 2.2.2. of the RFP.

Bidder type	Annual Net Worth (In Rs. Crore) for preceding 5 Financial Year immediately before Bid Due Date					Annual Turnover (In Rs. Crore) for preceding 5 Financial Year immediately before Bid Due Date				
	Fy 16-17	Fy 17-18	Fy 18-19	Fy 19-20	Fy 20-21	Fy 16-17	Fy 17-18	Fy 18-19	Fy 19-20	Fy 20-21
Single entity Bidder / Lead Member of the Joint Venture/Consortium										
(I) {Joint Venture/ Consortium Member 1}										
(II) {Joint Venture/ Consortium Member 2}										
(III) {Joint Venture Member/ Consortium Member 3}										
(IV)-Cumulative Net Worth/Turnover for Single entity/ Joint Venture/ Consortium (I + II+ III)										
(V) - Average of 5 Years of (IV) for Single entity/ Joint Venture/Consortium										

Signature of Statutory Auditor/Chartered Accountant:

Name of Statutory Auditor/ Chartered Accountant:

Membership No.:

Name of Company:

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder/ its constituent Joint Venture/Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with Clause 2.2.5 of the RFP. The financial statements shall:
  - a. reflect the financial situation of the Bidder or Joint Venture/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).

**Note:**

1. *In case of a Joint Venture/Consortium the Financial Statement and Annual reports reflecting the average annual turnover and Net Worth of all the relevant Member(s) and/or its/their Associates being evaluated to meet the Financial Capacity shall be prepared and signed by the Lead Member, and the certificates from statutory auditors of the relevant Members shall be attached to this Financial Statement.*

**ANNEXURE-I: BID CHECKLIST**

<b>S. No</b>	<b>Item</b>	<b>Checked by Bidder</b>	<b>Checked by Authority</b>
1	Letter comprising the Bid (Appendix – I - ANNEXURE A);		
2	General Information of Bidder (Appendix – I -ANNEXURE B)		
3	Power of Attorney for signing of Bid in the prescribed format duly supported by a charter document or board resolution in favour of executants (Appendix – I - ANNEXURE C);		
4	If applicable, the Power of Attorney for Lead Member of Joint Venture/ Consortium in the prescribed formatduly supported by a charter document or board resolution in favour of executants (Appendix – I - ANNEXURE D);		
5	Bid Security in the prescribed format (Appendix – I -ANNEXURE E)		
6	Joint Bidding Agreement (in case of Joint Venture/ Consortium) (Appendix – I - ANNEXURE F)		
7	Technical Capacity of the Bidder (Appendix – I -ANNEXURE G)		
8	Financial Capacity of the Bidder (Appendix – I -ANNEXURE H)		
9	Approach & Methodology (Appendix – I – ANNEXURE J:)		
10	Technical Proposal Details (Appendix – I – ANNEXURE K:)		
11	Parent Company Guarantee (Appendix – I – ANNEXURE L:)		
12	Processing Fee (Rs 11,800)		
13	Financial Bid		

**ANNEXURE J:**  
**FORMAT FOR SUBMITTING SETTING UP OF MUNICIPAL SOLID WASTE  
PROCESSING/TREATMENT FACILITY FOR CLUSTER ULBS (APPROACH & METHODOLOGY)**

**Note: All details to be provided as per S. No sequence mentioned below.**

1. Previous experiences of the proposed technology/methodology/business model and issues faced therein
2. Detailed description of the proposed technology, the BoQs, the specifications, materials used in Civil and Electro-mechanical parts (Plant & Machinery) and methodology for all Clusters Bidder Intends to Bid.
3. Detailed Implementation Plan for all Clusters Bidder Intends to Bid along with a PERT chart for It
4. Detailed description of the proposed business model
5. Space required for processing equipment
6. Estimated time to be taken for complete remediation
7. Method proposed for processing of waste and utilization plan for components recovered:
  - Organic fraction
  - Combustible fraction
  - Inert fraction
  - Recyclables
  - Hazardous waste
8. Activities that can be taken up on remediated land and technical feasibility
9. Proposed solution for management of leachate and landfill gas
10. Identified risks – technical, operational and environmental
11. Compliance with environmental norms and the Solid Waste Management Rules, 2016

Note: All of the above details should be provided as elaborately as feasible and supported with engineering drawings (if applicable), manpower requirement, fuel, power requirement and explanation of time required for recovery and utilization of components.

Based on the above work requirement, the Bidder will provide details of plant, machinery and equipment proposed to be deployed in the works and their status (new or old).

The Bidder shall also provide a list of key personnel proposed to be deployed for the work with their curriculum vitae.

Note: The Bidder shall also be required to make a presentation to the Authority on the basis of the information provided under this Annexure J and the same shall be evaluated and scored as part of the Qualification Bid as specified under Clause 2.2.2.

## ANNEXURE K: TECHNICAL PROPOSAL DETAILS

**Note: All details to be provided as per S. No sequence mentioned below.**

Technical Proposal should comprise of detailed note on proposed technical approach, methodology and project plan covering the following details:

- (a) Key assumptions in development of processing plant and basis of proposed capacity.
- (b) Details of Proposed technology for processing of waste
- (c) Source of technology and technology tie-up.
- (d) Processing products along with their Quantity (Ton/day etc.)
- (e) Market tie-up for sale of processing products
- (f) Project Plan including schedule for equipment replacements and capacity additions at regular intervals.
- (g) Organization and Staffing/Manpower details (Processing, Disposal)
- (h) Environment Management Plan
- (i) Assessment of Risk and mitigation plan
- (j) Key approvals and clearances
- (k) Project Timelines

**ANNEXURE L - FORM OF UNDERTAKING TO PROVIDE PARENT COMPANY GUARANTEE**

(to be enclosed in Envelope-1)

To

.....

.....

.....

Tel:

Fax:

**Sub: Bid for “Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster ULBs in Telangana on Design, Build, Operate & Transfer (DBOT) Basis”**

**Parent Company Guarantee**

Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Tender Documents.

WHEREAS in accordance with clause 2.2.27 of this RFP, this undertaking to provide a parent company guarantee is required because the Bidder or any party constituting the Bidder, including JV members, demonstrates compliance with the qualification criteria for this Tender on the basis [of the financial strength, experience or qualifications of its parent company] [AND/ OR] [that the JV members would form an SPV in accordance with tender documents and guarantee the obligations of the SPV];

AND WHEREAS the undersigned is [the parent company of]

[OR] [a JV participant in the Tenderer of];

AND WHEREAS the undersigned has examined fully the Tender Documents;

NOW THEREFORE, the undersigned hereby undertakes to provide a Parent Company Guarantee in the wording set out in the Form of Parent Company Guarantee as and when required by clauses of Tender document.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20

Name of Parent Company/ JV Participant:

Per:

Name

Title

Per:

Name

Title

I/We have authority to bind the party/corporation.



**APPENDIX – II: FORMAT FOR FINANCIAL BID**

**Financial Proposal**

(Refer Clauses 2.1.2, 2.1.6 and 2.1.7)

Dated:

To

.....  
.....  
.....

Tel:

**Sub: Bid for “Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster ULBs in Telangana on Design, Build, Operate & Transfer (DBOT) Basis”**

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 Cluster/Clusters. The Bid is unconditional and unqualified.
2. I/we understand that the Authority shall pay the Capital Cost for each of the ULBs during Project implementation period as fixed by Authority by way of Internal Benchmark (IBM) rate and as provided in the RFP. Accordingly, I/We hereby submit our Financial Bid (excluding applicable GST/taxes) for the clusters I intend to undertake and offer to perform services for the project for the following commercial consideration:

S. No	Description	Tipping Fee per Ton for Processing of Waste (in figures) in Rupees	Tipping Fee Per Ton for Processing of Waste (in words) in Rupees
1.	Per ton Rate (TPD) for Cluster 1		
2.	Per ton Rate (TPD) for Cluster 2		
3.	Per ton Rate (TPD) for Cluster 3		
4.	Per ton Rate (TPD) for Cluster 4		
5.	Per ton Rate (TPD) for Cluster 5		
6.	Per ton Rate (TPD) for Cluster 6		
7.	Per ton Rate (TPD) for Cluster 7		
8.	Per ton Rate (TPD) for Cluster 8		
9.	Per ton Rate (TPD) for Cluster 9		

Our above Tipping Fee includes the difference amount (either positive or negative, as the

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case may be) between the actual cost of MSW Processing Plant establishment at each of the ULBs as estimated/worked out by us and the Viability Gap Funding as being provided by the Authority for each of the ULBs by way of Internal Benchmark (IBM) rate and the expenses incurred by or on behalf of us (the Concessionaire) or by the Authority, as the case may be, for all O & M including a) cost of salaries and other compensation to employees, b) cost of materials, supplies, wages, utilities and other services, c) premia for insurance, d) all taxes excluding GST, duties, cess and fees due and payable for O & M, e) all repairs, replacement, reconstruction, reinstatement, improvement and maintenance costs, f) payments required to be made under the O & M Contract or any other contract in connection with or incidental to O & M, g) reimbursement expenses towards IAA/PMC to Authority and h) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement.

3. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
4. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document. The Financial bid submitted hereof shall be applicable on us during the concession period in accordance with the provision of Bidding Documents.
5. I/We agree that we have understood the Bid Evaluation & Selection Criteria as per clause no. 3.2 & 3.3 of RFP.
6. We attach our preference of Cluster in the following format:

<i>Preference Number</i>	<i>Cluster Number (As per RFP- Appendix-V)</i>
1	
2	
3	
4	
5	
6	
7	
8	
9	

8. I/We have enclosed ‘Annexure M: Financial Proposal Details’.

Yours faithfully,

Date:

Signature of the Authorised signatory  
Name  
Designation

Place:

Name and seal of Bidder/Lead Member

**Appendix: II- Annexure-M- FINANCIAL PROPOSAL DETAILS**

Bidders are required to submit following information:

- a) Total Investment Proposed and Funding / Financing plan, Project Financial aspects – Capital Cost, Operation and Maintenance Cost, Revenues etc.
- b) Bidders would be required to submit information on key assumptions for the Project (Key Assumptions) based on their estimates of various parameters pertaining to the Project. Key Assumptions must include (but not limited to) information on the following:
  - I. Project Cost Estimates
  - II. O&M Cost
  - III. Processing product quantities in Ton/days or MW and estimated revenues

**APPENDIX IV: LETTER OF ACCEPTANCE**

***(The Letter of Acceptance is to be submitted by EACH Member of the Joint Venture/Consortium)***

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

Place: \_\_\_\_\_

To

**The Commissioner & Director of Municipal Administration,**  
640, AC Guards, MasabTank, Hyderabad- 500 004,  
Telangana

Dear Sir,

**Sub: “Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster ULBs in Telangana on Design, Build, Operate & Transfer (DBOT) Basis”**

This has reference to the Bid being submitted by \_\_\_\_\_ (mention the name of the Bidder/ Lead Member of the Bidding Joint Venture/Consortium), as sole Bidder/ Lead Member of the Bidding Joint Venture/Consortium comprising \_\_\_\_\_ (mention name(s) of the Members) in respect of Selection of Contractor to Implement **“Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster ULBs in Telangana on Design, Build, Operate & Transfer (DBOT) Basis”** in the following cluster “---” , “----” , - - - in response to the Request for Proposal (“RFP”) issued by **the Commissioner & Director of Municipal Administration**, dated \_\_\_\_\_.

We hereby confirm the following:

1. We \_\_\_\_\_ (name of the Bidder/ Member furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
  - The RFP Document issued by the Commissioner & Director of Municipal Administration.
  - All subsequent communications between **the Commissioner & Director of Municipal Administration** and the Bidder, represented by \_\_\_\_\_ (Mention name of the authorised representative of the Bidder/ Lead Member);
  - *{The MoU signed between/among \_\_\_\_\_ (names of the Members), as members of the Bidding Joint Venture/Consortium; and the bid being submitted by \_\_\_\_\_ (name of the Lead Member).}*<sup>7</sup>
2. We have satisfied ourselves regarding our role as \_\_\_\_\_ (here give a brief description of the role) in the Project as specified in the Bid. If the Bidder/ bidding Joint Venture/Consortium is awarded the Project, we shall perform our role as outlined in the Bid to the best of our abilities. We have examined the Bid in detail and the commitments made in the same. We agree and undertake to abide by the Bid and the commitments made therein.

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<sup>7</sup> Applicable only in case of a Joint Venture/ Consortium.

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3. We authorise \_\_\_\_\_ (name of the authorised representative of the Bidder/Lead Member), as the Lead Member and authorise the same to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the Joint Venture/Consortium, in respect of this Project.
4. *{We understand that, no change in the membership in the Joint Venture/Consortium, in the role and form of responsibility of any Member shall be permitted after submission of the Bid. If any change in the membership of the Joint Venture/Consortium is desired, it would need to be communicated to **the Commissioner & Director of Municipal Administration** in writing for its approval. **The Commissioner & Director of Municipal Administration** would reserve the right to reject such requests for a change of Joint Venture/Consortium structure, if in its opinion; it would adversely affect the same.}*<sup>8</sup>

For and on behalf of:

[Signature]

(Authorised Representative and Signatory)

Name of the Person:

Designation:

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<sup>8</sup>Applicable only in case of a Joint Venture/ Consortium.

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**APPENDIX- V**  
**CLUSTER INFORMATION**

**Cluster name and no. of ULBs**

<b>S.No</b>	<b>Cluster Name</b>	<b>No. of ULBs</b>
C1	Medchal-Malkajgiri, Yadadri Bhuvanagiri, Jangaon	16
C2	Nalgonda, Suryapet	11
C3	Ranga Reddy	14
C4	Khammam, Warangal (R), Bhadradri Kothagudem, Mahabubabad	15
C5	Mahabubnagar, Nagarkurnool, Wanaparthy, Jogulamba Gadwal, Narayanpet	19
C6	Karimnagar, Jagtial, Rajanna Sircilla	11
C7	Kamareddy, Nizamabad, Nirmal	10
C8	Adilabad, Mancheri, Peddapalli, Komaram Bheem, Jayashankar Bhupalpally	14
C9	Siddipet, Medak, Sangareddy, Vikarabad	20
	<b>Grand Total</b>	<b>130</b>

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**Cluster C1- Medchal-Malkajgiri, Yadadri Bhuvanagiri, Jangaon**

S No	Name of the ULB	District Name	Total Population (2011 census)	Estimated population (2026)	Required Processing Capacity (MT)	Estimated Cost (INR)	Performance security (INR)
1	Boduppal	Medchal-Malkajgiri	47,855	67307	12.17	12778722	638936
2	Ghatkesar	Medchal-Malkajgiri	22,657	31867	3.60	4040806	202040
3	Gundlapochampally	Medchal-Malkajgiri	15,051	21169	3.72	3906144	195307
4	Nagaram	Medchal-Malkajgiri	25,521	35895	5.69	6014664	300733
5	Nizampet	Medchal-Malkajgiri	48,835	68686	9.55	10013282	500664
6	Peerzadiguda	Medchal-Malkajgiri	47,735	67138	9.13	9581633	479082
7	Pocharam	Medchal-Malkajgiri	21,946	30867	4.33	461803	230590
8	Thumkunta	Medchal-Malkajgiri	24,187	34019	8.19	841191	424560
9	Dundigal	Medchal-Malkajgiri	40,817	57408	9.50	10016949	500847
10	Alair	Yadadri Bhuvanagiri	17,120	24079	6	6293038	314652
11	Pochampally	Yadadri Bhuvanagiri	17,010	23924	5.96	6249873	3124944
12	Bhongir	Yadadri Bhuvanagiri	59,751	84,039	19	19446817	972341
13	Choutuppal	Yadadri Bhuvanagiri	31,263	43971	11	11842875	592144
14	Mothkur	Yadadri Bhuvanagiri	15,924	22,397	6	6248717	312436
15	Yadagirigutta	Yadadri Bhuvanagiri	15,661	22,027	5	5145514	257276
16	Jangaon	Jangaon	52,712	74,139	19	19684651	984233
<b>Total</b>			<b>504,045</b>	<b>708931</b>	<b>138</b>	<b>144366680</b>	<b>7218334</b>

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**Cluster C2- Nalgonda, Suryapet**

<b>S No</b>	<b>Name of the ULB</b>	<b>District Name</b>	<b>Total Population (2011 census)</b>	<b>Estimated population (2026)</b>	<b>Required Processing Capacity (MT)</b>	<b>Estimated Cost (INR)</b>	<b>Performance security (INR)</b>
1	Huzurnagar	Suryapet	35,850	50422	13	13642855	682143
2	Kodada	Suryapet	75,093	105617	25	25467152	1273358
3	Neredcherla	Suryapet	14,853	20890	6	5828448	291422
4	Tirumalagiri	Suryapet	18,474	25983	7	6824360	341218
5	Chityal	Nalgonda	14,986	21078	5	5455638	272782
6	Devarkonda	Nalgonda	29,731	41816	11	11241705	562085
7	Haliya	Nalgonda	17,371	24432	6	6391533	319577
8	Miryalguda	Nalgonda	108,781	152999	52	54029928	2701496
9	Nalgonda	Nalgonda	165,328	232531	86	89314237	4465712
10	Chandur	Nalgonda	12,889	18128	5	5057757	252888
11	Nandikonda	Nalgonda	15,887	22345	6	5809198	290460
<b>Total</b>			<b>509,243</b>	<b>716242</b>	<b>220</b>	<b>229062809</b>	<b>11453140</b>



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**Cluster C3- Ranga Reddy**

<b>S No</b>	<b>Name of the ULB</b>	<b>District Name</b>	<b>Total Population (2011 census)</b>	<b>Estimated population (2026)</b>	<b>Required Processing Capacity (MT)</b>	<b>Estimated Cost (INR)</b>	<b>Performance security (INR)</b>
1	Adibatla	Ranga Reddy	15,453	21734	4	4063893	203195
2	Amangal	Ranga Reddy	25,336	35635	8	7942069	397103
3	Bandlaguda Jagir	Ranga Reddy	35,154	49444	9	9794738	489737
4	Ibrahimpattanam	Ranga Reddy	30,993	43591	10	10161925	508096
5	Jalpally	Ranga Reddy	53,118	74710	14	14543969	727198
6	Manikonda	Ranga Reddy	16,989	23895	3	3091633	154582
7	Meerpet	Ranga Reddy	86,935	122273	25	26114057	1305703
8	Pedda Amberpet	Ranga Reddy	27,813	39119	9	8914065	445703
9	Shadnagar	Ranga Reddy	54,431	76556	17	17359202	867960
10	Shamshabad	Ranga Reddy	44,651	62801	12	12671444	633572
11	Shankarpally	Ranga Reddy	20,789	29239	6	6157786	307889
12	Thukkuguda	Ranga Reddy	19,182	26979	6	6527185	326359
13	Turkayamjal	Ranga Reddy	41,868	58887	14	14429371	721469
14	Kothur	Ranga Reddy	13,964	19640	5	579596	273980
<b>Total</b>			<b>486,676</b>	<b>684502</b>	<b>141</b>	<b>147250932</b>	<b>7362547</b>

**Selection of Agency for “Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster of ULBs in Telangana on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”**

**Cluster C4- Khammam, Warangal (R), Bhadradri Kothagudem, Mahabubabad**

S No	Name of the ULB	District Name	Total Population (2011 census)	Estimated population (2026)	Required Processing Capacity (MT)	Estimated Cost (INR)	Performance security (INR)
1	Khammam	Khammam	313,508	399818	145	148932636	7446632
2	Madhira	Khammam	31,909	44879	11	11671372	583569
3	Sattupalli	Khammam	32,924	46307	12	12494666	624733
4	Wyra	Khammam	31,056	43680	11	11186647	559332
5	Kothagudem	Bhadradri Kothagudem	79,819	112264	27	28471676	1423584
6	Manuguru	Bhadradri Kothagudem	32,091	45135	12	12167790	608389
7	Palwancha	Bhadradri Kothagudem	80,199	112799	26	27470791	1373540
8	Yellandu	Bhadradri Kothagudem	33,732	47443	11	11661733	583087
9	Dornakal	Mahabubabad	14,425	20289	5	5235497	261775
10	Mahabubabad	Mahabubabad	69,288	97452	25	26189219	1309461
11	Maripeda	Mahabubabad	17,685	24874	7	6939749	346987
12	Thorrur	Mahabubabad	19,100	26864	7	7070008	353500
13	Narsampet	Warangal (R )	37071	52140	14	1,41,21,986	706099
14	Wardhannapet	Warangal (R )	13732	19314	5	49,63,557	248178
15	Parkala	Warangal ( R )	24448	34386	8	85,93,610	429680
<b>Total</b>			<b>830,987</b>	<b>11,27,644</b>	<b>327</b>	<b>337170936</b>	<b>16858546</b>

**Selection of Agency for “Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster of ULBs in Telangana on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”**

**Cluster C5- Mahabubnagar, Nagarkurnool, Wanaparthy, Jogulamba Gadwal, Narayanpet**

S No	Name of the ULB	District Name	Total Population (2011 census)	Estimated population (2026)	Required Processing Capacity (MT)	Estimated Cost (INR)	Performance security (INR)
1	Alampur	Jogulamba Gadwal	13,232	18611	5	5192353	259618
2	Gadwal	Jogulamba Gadwal	70,767	99533	26	27344592	1367230
3	leeja	Jogulamba Gadwal	27,921	39270	10	10531445	526572
4	Waddepalle	Jogulamba Gadwal	13,267	18660	5	4781087	239054
5	Jadcherla	Mahabubnagar	52,128	74047	19	19659145	982957
6	Bhoothpur	Mahabubnagar	12,917	18168	4	4068744	203437
7	Kosgi	Narayanpet	21,318	29983	8	7940370	397019
8	Makthal	Narayanpet	22,165	31175	8	8272740	413637
9	Narayanpet	Narayanpet	41,752	58723	15	15958851	797943
10	Atchampet	Nagarkurnool	28,425	39979	10	10729219	536461
11	Kalwakurthy	Nagarkurnool	30,041	42252	11	11788352	589418
12	Kollapur	Nagarkurnool	25,077	35270	9	9415435	470772
13	Nagarkurnool	Nagarkurnool	36,912	51956	13	12909593	645480
14	Amarchinta	Wanaparthy	11,225	15788	4	3829788	91489
15	Atmakur	Wanaparthy	15,039	21152	5	5476436	273822
16	Kothakota	Wanaparthy	19,042	26782	7	7047248	352362
17	Pebbair	Wanaparthy	15,602	21944	6	6122362	306118
18	Mahabubnagar	Mahabubnagar	217,143	305408	116	119813228	5990661
19	Wanaparthy	Wanaparthy	70,416	99039	23	23631856	1181593
<b>Total</b>			<b>7,44,389</b>	<b>1047700</b>	<b>303</b>	<b>314512844</b>	<b>15725642</b>

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**C6-Karimnagar, Warangal, Jagityal, Rajanna Sircilla**

S No	Name of the ULB	District Name	Total Population (2011 census)	Estimated population (2026)	Required Processing Capacity (MT)	Estimated Cost (INR)	Performance security (INR)
1	Dharmapuri	Jagityal	15,888	223469	6	5809591	290480
2	Jagitial	Jagityal	105,735	148714	52	54237013	2711851
3	Korutla	Jagityal	69,479	97721	24	25114169	1255708
4	Metpally	Jagityal	54,335	76421	19	19746531	987327
5	Raikal	Jagityal	15,308	21530	6	6006994	300350
6	Choppandandi	Karimnagar	16,459	23149	6	6033656	301683
7	Huzurabad	Karimnagar	46,784	65801	16	16358452	817923
8	Jammikunta	Karimnagar	44,182	62141	14	14762404	738120
9	Kothapally	Karimnagar	11,058	15553	4	3764256	188213
10	Sircilla	Rajanna Sircilla	92,001	129398	25	26402000	1320110
11	Vemulawada	Rajanna Sircilla	46,438	65314	16	16222679	811134
<b>Total</b>			<b>517667</b>	<b>929211</b>	<b>187</b>	<b>194457745</b>	<b>9722899</b>

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**C7- Kamareddy, Nizamabad, Nirmal**

<b>S No</b>	<b>Name of the ULB</b>	<b>District Name</b>	<b>Total Population (2011 census)</b>	<b>Estimated population (2026)</b>	<b>Required Processing Capacity (MT)</b>	<b>Estimated Cost (INR)</b>	<b>Performance security (INR)</b>
1	Banswada	Kamareddy	29,927	42092	11	11318617	565931
2	Kamareddy	Kamareddy	104,393	146827	51	53447094	2672355
3	Yellareddy	Kamareddy	19,750	27778	7	7325073	366254
4	Bhainsa	Nirmal	49,764	69992	16	16377830	818892
5	Khanapur	Nirmal	20,566	28926	7	7645279	382264
6	Nirmal	Nirmal	94,944	133537	29	30106859	105343
7	Armoor	Nizamabad	67,252	94589	24	24390275	1219514
8	Bheemgal	Nizamabad	15,446	21725	5	5636146	281807
9	Bodhan	Nizamabad	82,744	116378	29	30469472	1523474
10	Nizamabad	Nizamabad	355,081	499415	194	210455350	10522767
<b>Total</b>			<b>8,39,867</b>	<b>1181259</b>	<b>374</b>	<b>397171994</b>	<b>19858600</b>

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**C8- Adilabad, Mancherial, Peddapalli, Komaram Bheem, Jayashankar Bhupalpally**

S No	Name of the ULB	District Name	Total Population (2011 census)	Estimated population (2026)	Required Processing Capacity (MT)	Estimated Cost (INR)	Performance security (INR)
1	Adilabad	Adilabad	155,747	219056	81	83674734	4183737
2	Bellampally	Mancherial	55,841	78539	20	20912498	1045625
3	Chennur	Mancherial	23,579	33163	8	8827606	441320
4	Kyathanpally	Mancherial	34,819	48972	13	13238281	661914
5	Luxettipet	Mancherial	21,629	30421	8	8062409	403120
6	Mancherial	Mancherial	86,911	122239	32	33104639	1655232
7	Mandamarri	Mancherial	52,352	73632	20	20543384	1027169
8	Naspur	Mancherial	73,617	103541	27	28462957	1423148
9	Manthani	Peddapalli	15,981	22477	6	5846085	292304
10	Peddapalli	Peddapalli	50,762	71396	17	17344454	867223
11	Ramagundam	Peddapalli	229,644	322990	123	127171481	6358574
12	Sulthanabad	Peddapalli	19,772	27809	7	7333706	366685
13	Bhupalpally	Jayashankar Bhupalpally	59,458	86627	22	22331841	1116592
14	Kagaznagar	Komaram Bheem	57,583	80990	21	21596074	1079804
<b>Total</b>			<b>937,695</b>	<b>1318852</b>	<b>404</b>	<b>418450150</b>	<b>20922507</b>

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**C9- Siddipet, Medak, Sangareddy, Vikarabad**

S No	Name of the ULB	District Name	Total Population (2011 census)	Estimated population (2026)	Required Processing Capacity (MT)	Estimated Cost (INR)	Performance security (INR)
1	Medak	Medak	51,061	71816	16	16886784	844339
2	Narsapur	Medak	18,816	26464	7	7383563	369178
3	Ramayampet	Medak	17,860	25120	6	658421	329171
4	Thoopran	Medak	21,148	29744	7	7448661	372433
5	Andolejogipet	Sangareddy	23,951	33687	8	8398583	419929
6	Bollaram	Sangareddy	34,667	48759	11	11603635	580182
7	Narayankhed	Sangareddy	18,243	25658	6	6733713	3366866
8	Sadasivpet	Sangareddy	43,810	61618	15	1519428	7595571
9	Ameenpur	Sangareddy	44,698	62867	15	15539887	776994
10	Sangareddy	Sangareddy	88,756	124834	29	29978633	1498932
11	Tellapur	Sangareddy	24,193	34027	9	9493545	474677
12	Zaheerabad	Sangareddy	90,050	126654	32	33336410	1666821
13	Cherial	Siddipet	18,310	25753	6	6760005	338000
14	Siddipet	Siddipet	116,583	163972	58	60622288	3031114
15	Gajwel	Siddipet	37,026	52076	11	11379327	568966
16	Dubbaka	Siddipet	27,500	38678	10	10366241	518312
17	Husnabad	Siddipet	22,082	31058	8	8240171	412009
18	Kodangal	Vikarabad	14,294	20104	5	5184091	259205
19	Parigi	Vikarabad	18,241	25656	6	6732928	336646
20	Tandur	Vikarabad	71,008	99872	25	25864162	1293208
<b>Total</b>			<b>8,02,297</b>	<b>1128417</b>	<b>292</b>	<b>303727478</b>	<b>15186374</b>

**Important Note:**

1. ULBs not included in this Tender: Komapilly, Dammaiguda, Jawaharnagar, Vikarabad and Warangal.
2. The above illustrated values in column 4,7,8 & 9 i.e., population, MSW Generation and waste Quantity are Indicative in nature and is only for the purpose of Bidding
3. In case if new ULB(s) is/are added in any cluster later, then the Concessionaire of that cluster may be asked to provide waste processing services in such additional ULB(s) at the Per Ton Rate prevailing in that Financial Year.
4. Bidders are expected to conduct adequate due-diligence before submitting their respective bids for the Cluster.