

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

Issued by

Commissioner, Jhansi Nagar Nigam.

06.08.2019



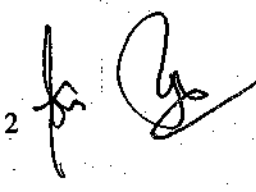
Bid Due Date: 21.08.2019, 15:00 Hrs



Contents



1. DISCLAIMER	3
2. GLOSSARY	5
3. INTRODUCTION	10
4. INSTRUCTIONS TO BIDDERS	14
5. TECHNICAL PROPOSAL	31
7. FINANCIAL PROPOSAL	32
8. FRAUD AND CORRUPT PRACTICES	35
9. PRE BID MEETING	37
10. MISCELLANEOUS	38
11. ANNEXURE	39

Annexure A:	BID SECURITY	
Appendix A1	Cover Letter for Bid Security	39
Appendix A2	Bank Guarantee for Bid Security	40
Annexure B:	QUALIFICATION PROPOSAL	41
Appendix B1	Details of Bidder	
Appendix B2	Proposed Technology	42
Appendix B3	Evaluation of Technical Capacity	43
Appendix B5	Power of Attorney for signing of Bid	45
Appendix B6	Joint Bidding Agreement	47
Annexure C:	TECHNICAL PROPOSAL	
Appendix C1	Technical Proposal	53
Appendix C2	Details of Technical Proposal	54
Annexure D:	FINANCIAL PROPOSAL	56
Appendix D1	Letter Comprising the Financial Proposal	

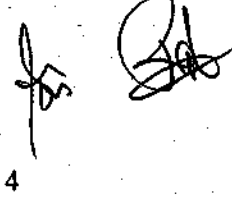


 2 for 

1. DISCLAIMER

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

  3 

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


4

2. GLOSSARY

Assured Quantity

The quantity of SW that the ULB has to deliver at the Project Site on a daily basis measured in TPD.

Authorized Signatory

As defined in Appendix B7

Bid

Shall mean the Qualification Proposal submitted by the Bidder as per Clause 5, Technical Proposal submitted by the Bidder as per Clause 6 and Financial Proposal submitted by the Bidder as per Clause 7 of this RFP in response to the Request for Proposals in accordance with the provisions thereof

Bid Due Date

As defined in Clause 3.1.6

Bid Security

As defined in Clause 4.21

Bid Validity

As defined in Clause 4.8.1

Bidder

"**Bidder**" shall mean Bidding Company or a Bidding Firm in Joint venture or consortium with company having experience in similar field

Bidding Documents

As defined in Clause 3.3.4

Bid Evaluation Criteria

As defined in Clause 7.2

Bidding Process

As defined in Clause 3.3.1

BOLT

Built-Own-Lease-Transfer model of PPP projects

BOO

Build-Own-Operate model of PPP projects

BOOT

Build-Own-Operate-Transfer model of PPP projects

BO

Build Operate model of PPP projects

COD

Commercial Operation Date; shall mean the date on which the Project is declared by the Concessionaire to be operational (which means the Project is able to inject Quoted Capacity to Grid), provided that the Concessionaire shall not declare a generating unit to be operational until

Concession

such generating unit has met the requisite conditions as per the Power Purchase Agreement

As defined in Clause 3.1.4

Concessionaire

As defined in Clause 3.1.1

Concession Agreement

As defined in Clause 3.1.1

DBFO

As defined in Clause 3.1.1

Disposal

The activity of disposing remnants of the waste process in a Scientific Landfill

Eligible Experience

As defined in Clause 5.1.1

Eligible Projects

As defined in Clause 5.2.1

Estimated Project Cost

The project cost specified in the Lender Documents

Financial Proposal

As defined in Clause 3.3.1(c)

Financial Year

shall mean, with respect to the initial Financial Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on the following March 31. Each successive Financial Year shall begin on April 1 and end on the following March 31, except that the final Financial Year shall end on the date of expiry of the term or on termination of the Power Purchase Agreement.

Firm

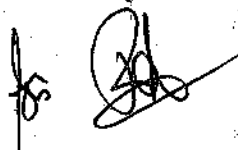
Shall mean a partnership firm registered under the Indian Partnerships Act, 1932 and as amended from time to time or a partnership firm registered under the Limited Liability Partnership Act (LLP) 2008 and as amended from time to time. A sole proprietorship registered under the Indian Partnerships Act, 1932 shall also be referred to as Firm

Government / GoUP

Government of Uttar Pradesh

Installed Capacity

The sum total of name plate capacity of all the units of the Project



Interconnection Point

shall mean the point at 33 kV bus of 33/11 kV substation or 33 kV of 132/33 kV substation or 132 kV of 132/33 kV substation where the power from the Waste to Energy Project is injected into the state distribution system

Jt. Bidding Agreement

As defined in Clause 4.2.3(g)

Lead Member

As defined in Clause 4.2.3(c)

Lender Documents

The set of documents constituting the agreement between the Concessionaire and the Lender for the purpose of providing debt financing to the Project

LOA

Letter of Award

Member

Member of a Consortium

MRF

Material Recovery Facility

Net Worth

As defined in Clause 5.3.1

Obligated Quantity

125% of the Assured Quantity of SW to be delivered to the Project Site in the first Financial Year

Performance Security

As defined in Clause 4.21.5

PPP

As defined in Clause 3.1.1

Preferred Bidder

As defined in Clause 3.3.8

Processing Technology

As defined in Clause 3.2

Project

As defined in Clause 3.1.1

Project Facilities

means the Site and the WtE Processing Facility

Proposed Technology

As defined in Clause 3.2

Qualification

As defined in Clause 3.3.1(a)

Qualification Proposal

As defined in Clause 3.3.1(a)

Qualified Bidders

As defined in Clause 3.3.1(a)

Quoted Contracted Capacity

Shall mean the information furnished by the Bidder as per Clause 7

Quoted Differential Tariff

As defined in Clause 6.1.1(a)

Re. or Rs. or INR

Indian Rupee

RFP

Request for Proposal

Scheduled COD

As defined in Schedule 5 of the Concession Agreement

Scientific Landfill

Prepared for Landfilling of the Residual Inert Matter in accordance with the Specification and Standards contained in SWM Rules 2016 and any amendments/ revision thereto from time to time and the Applicable Law

Scientific Landfilling/ SLF

Development and operation of Scientific Landfill and landfilling of Residual Inert Matter and process remnants in accordance with the Specification and Standards contained in the SWM Rules, 2016 and any amendments/ revision thereto time to time.

SW

Solid Waste

Technical Capacity

As defined in Clause 5.1.1

SWM Rules 2016

the Solid Waste Management Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986)

Technical Proposal

As defined in Clause 3.3.1(b)

Technology Provider

As defined in Clause 5.1.1(a) (i)

TPD

Tonnes per day

ULBs

Urban Local Bodies

UPPCL

Power Distribution Companies of Uttar Pradesh. In this RFP, DISCOMs shall refer to Uttar Pradesh Power Corporation Limited.

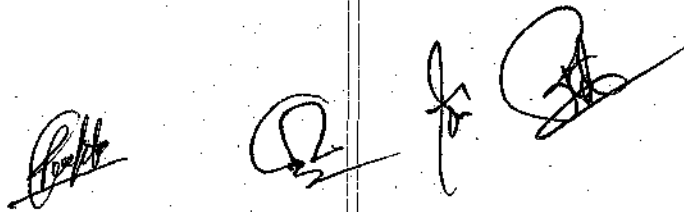
UPERC

Uttar Pradesh Electricity Regulatory Commission

WtE

Waste to Energy

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

Handwritten signatures and initials, including a signature on the left, initials in the center, and a signature on the right.

3. INTRODUCTION

3.1 Background

- 3.1.1 **Jhansi Nagar Nigam** has decided to undertake development and operation/maintenance of the Waste to Energy (WtE) Processing Facilities through Public-Private Partnership (the "PPP") on Design, Build, Finance and Operate (the "DBFO") basis. The selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or a Firm, sole or as Consortium shall form a special purpose vehicle/ SPV (the "Concessionaire") who shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the "Concession Agreement") to be entered into between the Concessionaire Jhansi ULB and JHANSI NAGAR NIGAM and the power purchase agreement (the "Power Purchase Agreement") to be entered into between the Concessionaire and the UPPCL. .
- 3.1.2 The estimated solid waste generated, at present within the ULB area is 300 TPD (approximately).
- 3.1.3 The scope of work will broadly include Design, Build, Finance, Operate and Transfer(DBFO) of facilities and infrastructure for:
- (a) Construction and operation of Waste to Energy (WtE) Processing Facility by the Concessionaire for Obligated Quantity of SW as mentioned in Clause 3.2 including segregation of SW for the Obligated Quantity of SW during the Concession Period; however the Concessionaire may also have provision for adding extra capacity to the Waste to Energy Processing Facility using the same or any other commercially proven technology to accommodate the growth in SW potential in the coming years;
 - (b) Disposal of the process remnants and residual inert matters / materials by the Concessionaire from Waste to Energy Processing Facility;
 - (c) Construction and Operation of SLF during the Concession Period and Post Closure Period;
 - (d) Evacuation of energy from Waste to Energy Processing Facility;
 - (e) Compliance with any order and/or direction(s) as may be issued by National Green Tribunal or any such competent authority issuing such order(s) and/or direction(s) from time to time in relation to SWM and/or WTE projects.
- 3.1.4 The Concession Agreement sets forth the detailed terms and conditions for grant of concession to the Concessionaire, including the scope of the Concessionaire's services and obligation (the "Concession").

3.1.5 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and shall not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or JHANSI NAGAR NIGAM's rights to amend, alter, change, supplement or clarify the scope of work under the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by JHANSI NAGAR NIGAM

3.1.6 JHANSI NAGAR NIGAM shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by JHANSI NAGAR NIGAM and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 3.4 for submission of Bid (the "Bid Due Date").

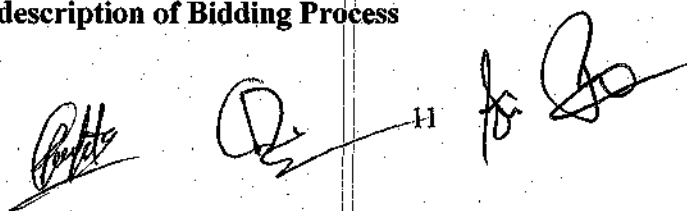
3.2 Proposed Technology

3.2.1 The Bidder shall propose a technology which it feels is suitable for the waste to energy conversion project and is in compliance with SWM Rules 2016 and any amendments/ revision thereto or any other rules in force at the time of Bid submission and as amended from time to time as per Appendix C1. However, the Bidder needs to ensure the following:

- (a) The bio-degradable and recyclable content of the waste needs to be separated through a suitable Material Recovery Facility (the "MRF")
- (b) The Bidder shall propose a suitable Processing Technology for Processing of the bio- degradable content of the waste.
- (c) The Bidder shall propose a suitable Processing Technology for Processing of combustible content of the waste and conversion to energy
- (d) The Bidder shall propose a suitable technology for recovering processed recyclable content of the waste
- (e) Not more than 15% of the waste received at the Waste to Energy Project Facility should be disposed of in the Scientific Landfill

3.2.2 The Bidder shall have to demonstrate the successful implementation of the proposed technology to JHANSI NAGAR NIGAM prior to signing of the Concession Agreement.

3.3 Brief description of Bidding Process

The bottom of the page features several handwritten signatures and initials. On the left, there is a signature that appears to be 'Rajesh'. In the center, there are initials 'DZ' followed by a horizontal line and the letter 'H'. On the right, there is a large, stylized signature that looks like 'S. S.'.

3.3.1 JHANSI NAGAR NIGAM has adopted a single stage process (the "Bidding Process") for selection of the Bidder for award of the Project. It involves:

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

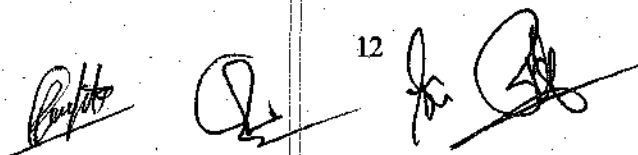
3.3.2 The Bidding Documents of the Project and all the further updates and notices shall be available on the website

3.3.3 The prospective Bidders can download the bid document from the above referred website. However they shall pay INR 29,500 (INR Twenty Nine Thousand Five Hundred only) (including GST) towards the cost of Bidding Documents for Bid in the form of a Demand Draft in favour of "Nagar Ayukt, Jhansi Nagar Nigam" payable on any scheduled bank in India (other than a regional rural banks and cooperative banks), having a branch in Jhansi (non-refundable). In case the interested Bidder requires RFP document to be sent by post, an additional demand draft of Rs. 500/- towards the postal charges should also have to be submitted along with the above request.

Bidders who downloaded the RFP document from JHANSI NAGAR NIGAM website (www.jnnjhansi.com) must submit the non-refundable RFP Document Fee along with their Proposal in the form of a non-refundable demand draft of Rs. 29,500 (INR Twenty Nine Thousand Five Hundred only) (including GST) towards the cost of the RFP Document drawn in favour of "municipal, Jhansi Nagar Nigam" payable on any scheduled bank in India (other than a regional rural banks and cooperative banks), having a branch in Jhansi. Bidders should ensure that date of demand draft should be on or before the last date of purchase of RFP document i.e. 17.08.2019

3.3.4 The "Bidding Documents" includes the RFP and Draft Concession Agreement which will be provided to the Bidders along with the RFP. The aforesaid documents and any addenda issued subsequent to this RFP Document will also form an integral part of the Bidding Documents.

3.3.5 Bidder will be required to deposit along with the Bid a Bid Security as per the Clause



4.21.

- 3.3.6 Bidder will be required to also submit the RFP document along with Bid, each page of which shall be duly signed by its authorized signatory.
- 3.3.7 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids together with all required documents towards award of the Concession for the Project.
- 3.3.8 The Project shall be awarded to the Bidder who has quoted the highest Revenue Share to ULB or lowest Cost to ULB ("**Preferred Bidder**") as explained in Clause 6.2.3. In case the Preferred Bidder withdraws or is not selected for any reason in the Bid Validity Period, other Bidders shall be kept in reserve and may be invited to match the Bid submitted by the Preferred Bidder. In the event that none of the other Bidders matches the Bid of the Preferred Bidder, JHANSI NAGAR NIGAM may, in its discretion, either invite fresh Bid from the remaining Bidders or annul the Bidding Process.
- 3.3.9 Further and other details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

3.4 Schedule of Bidding Process

JHANSI NAGAR NIGAM shall endeavour to adhere to the following schedule:

S No.	Event	Schedule
1.	Issue of RFP	06.08.2019 1100 hrs
2.	Last date for submission of queries	12.08.2019 1100 hrs
3.	Last date for purchase of Bid document (Submission of Demand Draft towards the cost of Bid document)	17.08.2019 1100 hrs
4.	Last date for replies to queries	19.08.2019 1300 hrs
5.	Bid document download end date	20.08.2019 1700 hrs
6.	Bid Due Date (Bid Submission Deadline)	21.08.2019 1500 hrs
7.	Opening of Qualification Proposal	22.08.2019 1500 hrs
8.	Opening of Technical Proposal	22.08.2019 1530 hrs
9.	Announcement of Qualified Bidders and opening of Financial Bids	22.08.2019 17.00 hrs
10.	Issue of LoA to Successful Bidders	24.08.2019 1100 hrs
11.	Signing of the Concession Agreement	Within 7 days

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

4. INSTRUCTIONS TO BIDDERS

A. General

4.1 Scope of Bid

4.1.1 JHANSI NAGAR NIGAM wishes to receive Qualification Proposal, Technical Proposal and Financial Proposal.

4.2 Eligibility of Bidders

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

- (a) Bidder or its Joint venture partner has installed and operated at least one similar plant / facility in last two years successfully in any municipal corporation.
- (b) Bidder will enclose performance certificate from its client along with Bid.
- (c) Design proposed by bidder has to be supported by competent authority.

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

- (a) Bidders shall attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information
- (b) In responding to the Bid submissions, Bidders shall demonstrate their capabilities in accordance with Clause 5.1.1

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

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

4.3 General Terms of Bidding Process

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

4.3.2 The documents including this RFP and all attached documents, provided by JHANSI NAGAR NIGAM are and shall remain or become the property of JHANSI NAGAR NIGAM and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 4.3.2 shall also apply *mutatis mutandis* to Bid and all other documents submitted by the Bidders, and JHANSI NAGAR NIGAM will not return to the Bidders any Bid, document or any information provided along therewith.

4.3.3 This RFP is not transferable.

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

4.4 Number of Bids and costs thereof


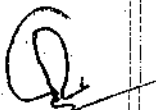
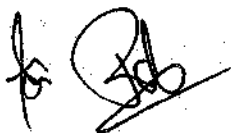
4.4.1 No Bidder shall submit more than one Bid. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

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

4.5 Site visit and verification of information

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

4.6 Acknowledgement by Bidder

  15 

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

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

4.6.2 JHANSI NAGAR NIGAM shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by JHANSI NAGAR NIGAM.

4.7 Right to accept or reject any or all Bids

4.7.1 Notwithstanding anything contained in this RFP, JHANSI NAGAR NIGAM 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 JHANSI NAGAR NIGAM rejects or annuls all the Bids, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder.

4.7.2 JHANSI NAGAR NIGAM reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

4.7.3 JHANSI NAGAR NIGAM reserves the right to reject any Bid if:

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

4.7.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by JHANSI NAGAR NIGAM, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or the SPV has entered into the Concession Agreement, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by JHANSI NAGAR NIGAM to

the Bidder, without the JHANSI NAGAR NIGAM being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which JHANSI NAGAR NIGAM may have under this RFP, the Bidding Documents, the Concession Agreement or under applicable law.

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

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

4.8 Validity of Bid

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

4.9 Confidentiality

4.9.1 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising JHANSI NAGAR NIGAM in relation to, or matters arising out of, or concerning the Bidding Process. JHANSI NAGAR NIGAM will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. JHANSI NAGAR NIGAM 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 JHANSI NAGAR NIGAM or as may be required by law or in connection with any legal process.

B. Documents

4.10 Contents of the RFP

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

DISCLAIMER

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

Appendix B7	Statement of Legal Capacity
Annexure C -	Technical Proposal
Appendix C1	Technical Proposal
Annexure D -	Financial Proposal
Appendix D1	Letter comprising the Financial Proposal

4.11 Clarification

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

Format for Clarifications /Amendments on the RFP

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

- 4.11.2 JHANSI NAGAR NIGAM shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, JHANSI NAGAR NIGAM 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 JHANSI NAGAR NIGAM to respond to any question or to provide any clarification.
- 4.11.3 JHANSI NAGAR NIGAM may also on its own motion, if deemed necessary, issue interpretations and clarifications to all the Bidders. All clarifications and interpretations issued by JHANSI NAGAR NIGAM shall be deemed to be part of the RFP. Verbal clarifications and information given by JHANSI NAGAR NIGAM or its employees or representatives shall not in any way or manner be binding on JHANSI NAGAR NIGAM.

4.12 Amendment of RFP

4.12.1 At any time prior to the deadline for submission of Bid, JHANSI NAGAR NIGAM may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of revised documents or amendments. In all cases the revised document would be deemed to completely override the contents of the earlier document.

4.12.2 Any revisions thus issued shall be available on the website www.jnnjhansi.com under 'TENDERS AND NOTICES'.

4.12.3 In order to afford the Bidders a reasonable time for taking a revision into account, or for any other reason, JHANSI NAGAR NIGAM may, in its sole discretion, extend the Bid Due Date.

4.13 Proprietary data

4.13.1 All documents and other information supplied by JHANSI NAGAR NIGAM or submitted by a Bidder to JHANSI NAGAR NIGAM shall remain or become the property of JHANSI NAGAR NIGAM. 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. JHANSI NAGAR NIGAM will not return any Bid or any information provided along therewith.

4.14 Correspondence with the Bidder

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

C. Preparation and Submission of Bid

4.15 Language

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

4.16 Format and signing of Bid

4.16.1 The Bidder shall provide all the information sought under this RFP. JHANSI NAGAR NIGAM will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

4.16.2 The Bidder shall prepare the Bid as specified in Clause 4.17. The Bidder shall also provide soft copies on Compact Disc (CD) as specified in Clause 4.17. In the event of any discrepancy between the original and true copy and/or CD, the original shall prevail.

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

4.17 Sealing and Marking of Bids

4.17.1 The Bidder shall submit the Bid as stipulated below

4.17.2 Envelope 1 shall be sealed and shall bear the identification "Bid Security" and shall contain Bid Security Demand Draft / Bank Guarantee and the Cover Letter for Bid Security in the format at Appendix A1 along with the Demand Draft towards cost of Bidding Documents.

4.17.3 Envelope 2 shall be sealed and shall contain Envelope 2A, Envelope 2B and Envelope 2C as mentioned below and shall clearly bear the identification "Request for Proposal: Original", the name and address of the Bidder.

(a) Envelope 2A shall be sealed and shall clearly bear the identification "Qualification Bid: Original" and shall contain:

- (i). Forms regarding technical experience in the prescribed format at Appendix B1 – Details of Bidder, Appendix B2 - Proposed Technology, Appendix B3 – Technical Capacity along with supporting documents
- (ii). Copy of Memorandum and Articles of Association, if the Bidder is a body corporate and a copy of its partnership deed if the Bidder is a Firm
- (iii). Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding three years from Bid Due Date
- (iv). Power of Attorney for signing the Bid as per the format at Appendix B5 (Format to be suitably modified for the Firm)
- (v). If applicable, the Power of Attorney for Lead Member of Consortium as per the form at Appendix B6

- (vi). Copy of the Jt. Bidding Agreement, in case of a Consortium as per the format at Appendix B6
- (vii). Statement of Legal Capacity as per the format at Appendix B7
- (viii). Copy of the RFP Documents along with all amendments and clarifications, duly stamped and signed on each page by the Authorised Signatory of the Bidder
- (ix). a CD containing soft copy of all documents in Envelope 2A

All the documents in Envelope 2A shall be bound together in hard cover and the pages shall be numbered serially.

- (b) Envelope 2B shall be sealed and shall clearly bear the identification "Technical Proposal: Original" and shall contain the forms in the prescribed format at Appendix C1 bound together in hard cover along with a CD containing soft copy of all documents in Envelope 2B
- (c) Envelope 2C shall be sealed and shall clearly bear the identification "Financial Proposal: Original" and shall contain the letter in the prescribed format at Appendix D1

4.17.4 Envelope 3 shall be sealed and shall contain Envelope 3A and Envelope 3B and shall clearly bear the identification "Request for Proposal: True Copy", the name and address of the Bidder.

- (a) Envelope 3A shall be sealed and shall contain a true copy of the documents in Envelope 2A and shall clearly bear the identification "Qualification Proposal: True Copy". All the documents in Envelope 3A shall be bound together in hard cover. Each page thereof shall be initialled in blue ink by the authorized signatory of the Bidder.
- (b) Envelope 3B shall be sealed and shall contain a true copy of the documents in Envelope 2B and shall clearly bear the identification "Technical Proposal: True Copy". All the documents in Envelope 3B shall be bound together in hard cover. Each page thereof shall be initialled in blue ink by the authorized signatory of the Bidder.

4.17.5 Envelope 1, Envelope 2 and Envelope 3 shall be submitted at the location mentioned below on any working day i.e. Monday to Friday excluding public holidays before 1300 hrs (Indian Standard Time) on or before the Bid Due Date for Bid.

COMMISSIONER
JHANSI NAGAR NIGAM
Jhansi, Uttar Pradesh
Tel.: +91-

Email:

4.17.6 If the envelopes are not sealed and marked as instructed above, JHANSI NAGAR NIGAM assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

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

4.17.8 For avoidance of doubt, the documents shall be arranged in the envelopes as tabulated below:

Envelope	Contents
Envelope 1: "Bid Security"	<ul style="list-style-type: none">• Bid Security Cover Letter - Appendix A1• Bid Security Demand Draft / Bank Guarantee• Demand draft towards cost of the Bidding Documents
Envelope 2: "Request for Proposal: Original"	<p>Envelope 2A: "Qualification Proposal: Original"</p> <ul style="list-style-type: none">• Forms in the prescribed format at Appendix B1 – Details of Bidder, Appendix B2 - Proposed Technology, Appendix B3 – Technical Capacity.• Copy of Memorandum and Articles of Association, if the Bidder is a body corporate or a copy of its partnership deed if the Bidder is a Firm• Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding three years• Power of Attorney for signing the Application - Appendix B5• Power of Attorney for Lead Member (if applicable) - Appendix B6• Jt. Bidding Agreement (if applicable) - Appendix B6• Statement of Legal Capacity - Appendix B7• Copy of the RFP Documents duly stamped and signed on each page by the Authorised Signatory of the Bidder• CD containing soft copy of all the documents in Envelope 2A <p>Envelope 2B: "Technical Proposal: Original"</p> <ul style="list-style-type: none">• Technical Proposal - Appendix C1

Envelope	Contents
	<ul style="list-style-type: none"> CD containing soft copy of all the documents in Envelope 2B <p>Envelope 2C: "Financial Proposal: Original"</p> <p>Financial Proposal - Appendix D1</p>
Envelope 3: "Request for Proposal: True Copy"	<p>Envelope 3A: "Qualification Proposal: True Copy"</p> <ul style="list-style-type: none"> True copy of documents in Envelope 2A <p>Envelope 3B: "Technical Proposal: True Copy"</p> <ul style="list-style-type: none"> True copy of documents in Envelope 2B

4.18 Bid Due Date

4.18.1 Bids should be submitted before 1300 hours IST on the Bid Due Date, at the address provided in Clause 4.17.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 4.17.5.

4.18.2 JHANSI NAGAR NIGAM may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 4.12 uniformly for all Bidders.

4.19 Late Bids

4.19.1 Bids received by JHANSI NAGAR NIGAM after the specified time on the Bid Due Date shall not be accepted for whatsoever reasons.

4.20 Modifications/ substitution/ withdrawal of Bids

4.20.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by JHANSI NAGAR NIGAM prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

4.20.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 4.17, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

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

4.21 Bid Security & the Performance Security

- 4.21.1 The Bidder shall furnish as part of its Bid, a bid security worth INR 25,00,000 (INR Twenty Five Lakhs only) (the "Bid Security") in the form of a bank guarantee issued by a *nationalized bank in India (other than a regional rural banks and cooperative banks), having a branch in Jhansi*. The bank guarantee shall be drawn in favour of "COMMISSIONER, JHANSI NAGAR NIGAM" along with the Bid Security Cover Letter as specified in Appendix A1 and having a validity of 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between JHANSI NAGAR NIGAM and the Bidder from time to time. The bank guarantee shall be submitted in the format specified in Appendix A2 of this document (the "Bank Guarantee"). JHANSI NAGAR NIGAM shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 4.21.2 Bid Security can also be in the form of a Fixed Deposit Receipt pledged in favour of "Commissioner, JHANSI NAGAR NIGAM" (the "FDR"), *drawn on a nationalized bank in India (other than a regional rural banks and cooperative banks), having a branch in Jhansi*, and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, as may be extended by the Bidder from time to time.
- 4.21.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by JHANSI NAGAR NIGAM as non-responsive.
- 4.21.4 The Bid Security of unsuccessful Bidders will be returned by JHANSI NAGAR NIGAM, without any interest, as promptly as possible on acceptance of the Bid of the selected Bidder or when the Bidding process is cancelled by JHANSI NAGAR NIGAM, and in any case within 200 (two hundred) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee cheque in favour of the unsuccessful Bidder(s) in the name of the company which submitted the Bid.
- 4.21.5 The selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security by the selected Bidder in accordance with the provisions in the Concession Agreement. JHANSI NAGAR NIGAM may, at the selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- (a) **Performance Security during construction:** Successful Bidders, selected by JHANSI NAGAR NIGAM, based on this RFP shall form a SPV (the Concessionaire) and submit Construction Performance Security in the form of a bank guarantee in favour of the "Commissioner, JHANSI NAGAR NIGAM for a value of INR 1,00,00,000/- (INR One Crore only) within 30 (thirty) days of issuance of Letter of Award and before signing the Concession Agreement. It may be noted that the SPV shall submit the Performance Security according to Clause 9.1 and Schedule 3 of the Concession Agreement with a validity period of 120 days from the Scheduled COD.
- (b) **Performance Security during operation and maintenance:** Successful Bidders,

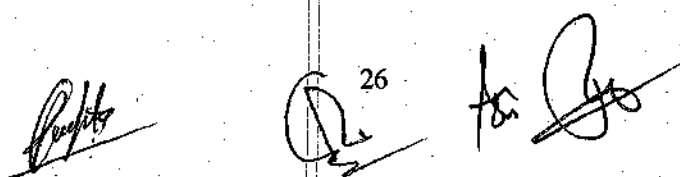
selected by JHANSI NAGAR NIGAM, based on this RFP shall form an SPV and submit Operation Performance Security in the form of a bank guarantee in favour of the Jhansi ULB for a cumulative value of INR 1,00,00,000 (INR One Crore only) within 45 days of achieving COD with a validity of 1 year after the expiry of the Concession period. It may be noted that the SPV shall submit the Performance Security according to Clause 9.4 and Schedule 3 of the Concession Agreement. The Construction Performance Security will be released by ULB upon receipt of the Operation Performance Security.

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

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

- (a) If the Qualification Proposal and Technical Proposal are found to be non-responsive, the Bid shall be rejected and the Bid Security shall be returned **but if the Financial Proposal is found to be non-responsive, the Bid Security shall be forfeited;**
- (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 8 of this RFP;
- (c) If a Bidder withdraws its Bid during the period of Bid Validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and JHANSI NAGAR NIGAM,
- (d) In the case of selected Bidder, if it fails within the specified time limit –
 - (i) to pay the Project development expenses to JHANSI NAGAR NIGAM before the execution of the Concession Agreement
 - (ii) to sign and return the duplicate copy of LOA;
 - (iii) to furnish the Performance Security within the period prescribed thereof in the Concession Agreement.
 - (iv) to sign the Concession Agreement.
- (e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

26



D. Evaluation Process

4.22 Opening and Evaluation of Bids

- 4.22.1 JHANSI NAGAR NIGAM shall open the Bids at 1530 hours IST on the Bid Due Date, at the place specified in Clause 4.17.5.
- 4.22.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 4.20 shall not be opened.
- 4.22.3 JHANSI NAGAR NIGAM will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 7.
- 4.22.4 Bidders are advised that pre-qualification of Bidders will be entirely at the discretion of JHANSI NAGAR NIGAM. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 4.22.5 Any information contained in the Bid shall not in any way be construed as binding on JHANSI NAGAR NIGAM, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 4.22.6 JHANSI NAGAR NIGAM reserves the right not to proceed with the Bidding Process at any time without the notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 4.22.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by JHANSI NAGAR NIGAM as incorrect or erroneous, JHANSI NAGAR NIGAM shall reject such claim and exclude the same from evaluation of Technical Capacity of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, JHANSI NAGAR NIGAM reserves the right to reject the Bid in accordance with the provisions of Clauses 4.7.3 and 4.7.4.

4.23 Tests of responsiveness

- 4.23.1 Prior to evaluation of Bids, JHANSI NAGAR NIGAM shall determine whether Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- (a) it is received as per formats at Annexures A, B, C and D;
 - (b) it is received before 1300 hrs (Indian Standard Time) on the Bid Due Date including any extension thereof pursuant to Clause 4.18.2;
 - (c) it is signed, sealed, bound, and marked as stipulated in Clauses 4.17 and 4.18;
 - (d) it is accompanied by the Power of Attorney as specified in Clause 4.2.2, and in the



27



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

- (e) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (f) it contains information in formats same as those specified in this RFP;
- (g) it contains certificates from its statutory auditors in the formats specified at Annexure B of the RFP for each Eligible Project;
- (h) it contains a Demand Draft of an amount of INR 29,500 (INR Twenty Nine Thousand Five Hundred only) (including GST) to JHANSI NAGAR NIGAM towards the cost of the Bidding Documents;
- (i) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 4.2.3(g);
- (j) it does not contain any condition or qualification; and
- (k) it is not non-responsive in terms hereof.

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

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

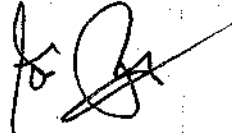
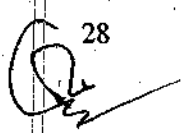
4.24 Clarifications

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

4.24.2 If a Bidder does not provide clarifications sought under Clause 4.24.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, JHANSI NAGAR NIGAM 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 JHANSI NAGAR NIGAM.

E. Scope of work

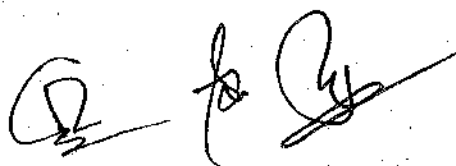
Jhansi Municipal Corporation proposes to set up Waste to Energy Processing Facility in



Jhansi, Uttar Pradesh.

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

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



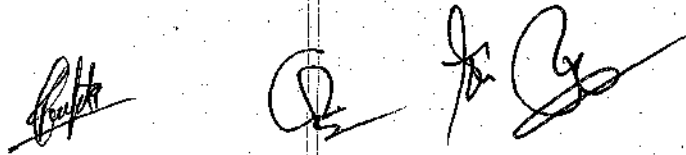
4.25 Details of Experience

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

- (a) Performance certificate(s) from the concerned client(s) or from the statutory auditor stating:
 - (i). the quantum of waste handled in tonnes per annum or
 - (ii). Installed Capacity of Proposed Technology of equipment supplied or operated in MW
 - (iii). capital cost of the PPP projects developed

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

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



5. TECHNICAL PROPOSAL

5.1 Technical Proposal parameters

5.1.1 The strength of the Bidder's Technical Proposal shall be established on the details furnished on the following three points:

- (a) Technologies proposed for the Solid Waste (SW) to Energy Processing Facility in Jhansi
- (b) Environmental Compliance and Other Compliance
- (c) Amount of reject going into the landfill (subject to a maximum of 15% as per the Clause 2.2.1 (e) of the Concession Agreement)

5.1.2 The details to be filled in the Technical Proposal are mentioned in the Appendix C1 & Appendix C2. The evaluation of the technical application (the "Technical Proposal") shall be done only for the Qualified Bidders.

5.1.3 The Bidder shall have provision for adding extra capacity to the WtE Processing Facility to accommodate the growth in SW potential in the coming years subject to mutual agreement between the Jhansi ULB and the UPPCL.

5.1.4 The Bidders shall attempt to maintain the objectivity of details they fill in the Technical Proposal.

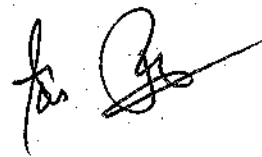
5.1.5 The Bidders may at their discretion provide any supporting documents which enhances the clarity of the details filled.

5.2 Evaluation of the Technical Proposal

5.2.1 Evaluation of the Technical Proposal shall only be made for those Bidders who have cleared the qualification criteria as well.

5.2.2 JHANSI NAGAR NIGAM shall constitute a committee to evaluate the Technical Proposal submitted by the Bidder. The Bidder is required to furnish all the information as sought above. Financial Proposal of the Qualified Bidder shall only be opened after successfully clearing the Technical Proposal.

5.2.3 For the purpose of evaluation of the Technical Proposal, the Committee may at its own discretion invite the Bidders to make a presentation before the Committee on the various aspects of the Technical Proposal.



6. FINANCIAL PROPOSAL

6.1 Financial Proposal

6.1.1 Financial Proposal shall comprise of the following:

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

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

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

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

6.2 Evaluation of the Financial Proposal

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

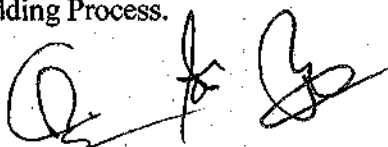
To evaluate the Financial Proposal, **Bid Evaluation Criteria** would be the highest Revenue Share to ULB or lowest Cost to ULB (as the case may be) as defined in Clause 6.1.1 and 6.1.3. The Bidder with the highest Revenue Share to ULB or lowest Cost to ULB will be selected as the successful Bidder.

In the event that evaluated differential tariff amount of two or more Bidders are same (the "Tie Bidders") for the Project, JHANSI NAGAR NIGAM may:

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

OR

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



6.2.2 The Financial Proposal should be furnished in the format at Appendix D1, clearly indicating the amount in both figures and words and signed by the Bidder's Authorized Signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

6.2.3 Generally, the Selected Bidder shall be the Bidder offering the maximum Revenue Share to ULB or minimum Cost to ULB. The Proposals of the remaining Bidders shall be kept in reserve and may be invited to match the Bid submitted by the Preferred Bidder. Also, in case the Preferred Bidder withdraws or is not selected for any reason in the Bid Validity Period, other Bidders shall be kept in reserve and may be invited to match the Bid submitted by the Preferred Bidder. JHANSI NAGAR NIGAM may request the remaining Bidders to revalidate the validity period of their respective Bid Security in such case. If following this process only one Bidder matches the Bid of the Preferred Bidder, it shall be selected as the Preferred Bidder while if two or more Bidders match the Bid of the Preferred Bidder, then the Bidder whose Bid was ranked higher in the initial round of bidding shall be the Preferred Bidder. In the event that none of the other Bidders match the Bid of the Preferred Bidder, JHANSI NAGAR NIGAM may, in its discretion, either invite fresh Bid from the remaining Bidders or annul the Bidding Process.

However, JHANSI NAGAR NIGAM reserves the right to change this Clause based on the response of the Bid.

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

6.3 Project Development Expenses

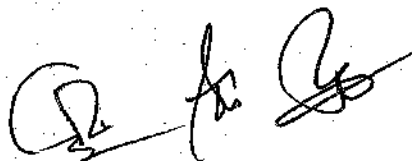
6.3.1 The Selected Bidder shall prior to execution of the Concession Agreement make a payment of Rs. 11,00,000/- (INR Eleven Lakhs only) through a demand draft in favour of "Commissioner, JHANSI NAGAR NIGAM payable at Jhansi towards Project development expenses

6.4 Revenue sharing by the Concessionaire

6.4.1 The Jhansi ULB would be entitled to receive financial incentives from the Concessionaire if the amount of solid waste delivered to the Project Site, from the ULB enables the Waste to Energy Processing Facility to generate power in excess of 70% PLF (or the minimum

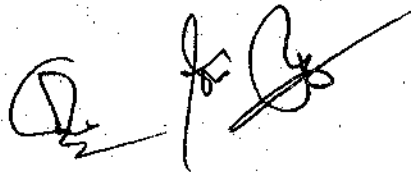
threshold limits of PLF as determined by UPERC from time to time for claiming incentive for excess power generation). In case of generation of power of more than 70% PLF from the Waste to Energy Processing Facility and the Concessionaire receives incentive for higher generation of power, the ULB shall be entitled to 20% of the incentive receivable by the Concessionaire from UPPCL in pursuance to the UPERC regulations.

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

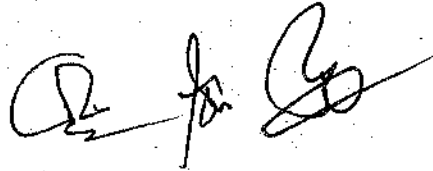


7. FRAUD AND CORRUPT PRACTICES

- 7.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, JHANSI NAGAR NIGAM may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 7.1.2 Without prejudice to the rights of the JHANSI NAGAR NIGAM under Clause 8.1.1 hereinabove, if a Bidder is found by JHANSI NAGAR NIGAM to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by JHANSI NAGAR NIGAM during a period of 2 (two) years from the date such Bidder is found by JHANSI NAGAR NIGAM to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 7.1.3 For the purposes of this Section 8, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of JHANSI NAGAR NIGAM/ GoUP / ULB who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of JHANSI NAGAR NIGAM 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;

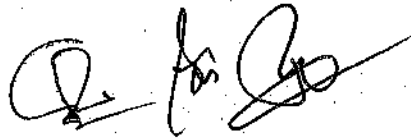


- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by JHANSI NAGAR NIGAM with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (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.



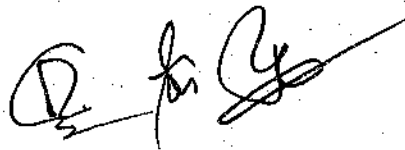
8. PRE BID MEETING

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



9. MISCELLANEOUS

- 9.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Uttar Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 9.1.2 JHANSI NAGAR NIGAM, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to JHANSI NAGAR NIGAM by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 9.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases JHANSI NAGAR NIGAM, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.



10. ANNEXURE

A. Annexure A – Bid Security

10.1 Appendix A1

Cover Letter for Bid Security

(Refer Clause 4.21)

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

Ref. Date:

To,
The Commissioner
JHANSI NAGAR NIGAM
JHANSI, Uttar Pradesh
Tel.: +91-
Email:

Dear Sir,

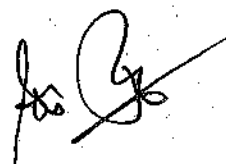
Please find enclosed a bank guarantee no. _____ dated _____ amounting to _____ drawn in favour of 'Commissioner, JHANSI NAGAR NIGAM' towards Bid Security for the project Solid Waste (SW) to Energy Processing Facility in Jhansi.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

For and on behalf of _____



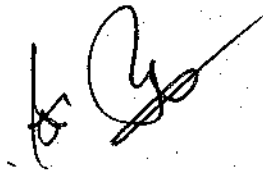
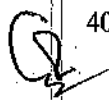
10.2 Appendix A2

Bank Guarantee for Bid Security

(Refer Clause 4.21)

B.G. No.

Dated:



B. Annexure B - Qualification Proposal

10.3 Appendix B1 – Details of Bidder

Details of Bidder

1. Details:
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication:
 - (a) Name:
 - (b) Designation
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

10.4 Appendix B2

Proposed Technology

10.4.1 Table – T0

Proposed Technology and Waste Quantity Split

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

10.5 Appendix B3

Evaluation of Technical Capacity

Instruction:

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

10.6 Appendix B5

Power of Attorney for signing of Bid

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

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

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

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

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

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

Notarised

Notes:

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

Joint Bidding Agreement

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

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

AMONGST

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

AND

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

AND

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

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

WHEREAS

- (A) JHANSI NAGAR NIGAM represented by its Commissioner and having its principal office at, India (hereinafter referred to as the "JHANSI NAGAR NIGAM" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "Bids") by its Request for Proposal dated __ (the "RFP") for selecting Concessionaire for development and operation/ maintenance of the project Solid Waste (SW) to Energy Processing Facility in Jhansi (the "Project") through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

¹ Applicant to suitably change, if required

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

3. Covenants

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

4. Joint and Several Liability

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

5. Shareholding in the SPV

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

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



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

6. Representation of the Parties

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

to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

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

8. Miscellaneous

- (a) This Joint Bidding Agreement shall be governed by laws of India.
- (b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of JHANSI NAGAR NIGAM.

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:

SIGNED, SEALED AND
DELIVERED

For and on behalf of

SECOND PART by:

SIGNED, SEALED AND
DELIVERED

For and on behalf of

{THIRD PART} by:

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

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

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

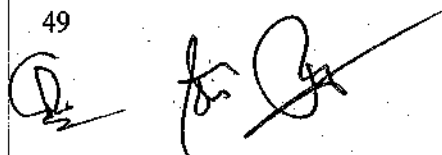
In presence of:

1.

2.



49

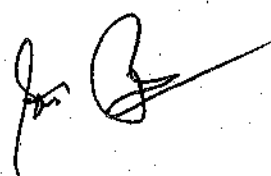
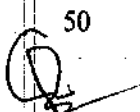


Notes:

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



50



10.7 Appendix B7

Statement of Legal Capacity

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

Ref. Date:

To,

THE COMMISSIONER
JHANSI NAGAR NIGAM
JHANSI
Uttar Pradesh

Dear Sir,

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

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

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

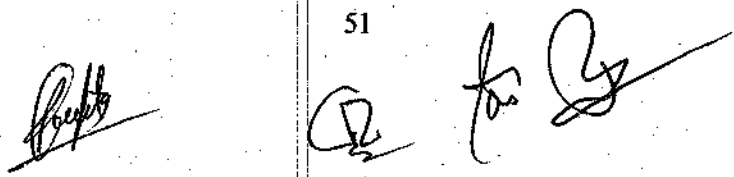
Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

For and on behalf of.....

** Please strike out whichever is not applicable.*

The bottom of the page features three handwritten elements. On the left is a signature that appears to be 'Rupali'. In the center is a circular stamp or seal. To the right of the stamp is a large, stylized signature that looks like 'for G'.

C. Annexure C - Technical Proposal

10.8 Appendix C1

Technical Proposal

(Refer Clause 6.1)

The Technical Proposal should cover the following:

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

Bidders shall refer to the SMW Rules, 2016 for meeting the expected standards desired for the Solid Waste (SW) to Energy Processing Facility in Jhansi by JHANSI NAGAR NIGAM.

10.9 Appendix C2

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

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

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

A. Waste Processing Facility	(Y/N)
<p>1) Combustible Waste Processing - Construction and Operation Requirement</p> <p>(a) Is the proposed design modular and is the total capacity of all modules sufficient to process waste quantity derived from design capacity and waste characterization study?</p> <p>(b) Is there sufficient evidence that the proposed technology is suitable for processing waste as characterized in the SWM Rules, 2016, (or Central Pollution Control Board /CPCB standards, as the case may be)?</p> <p>(c) Is there sufficient evidence of the technology, if applicable, meeting emissions standards specified in SWM Rules, 2016?</p> <p>(d) Is there sufficient evidence that the technology if used to generate electricity, follows the standards specified in the SWM Rules, 2016 / other regulations of Government of India?</p> <p>2) Recyclable Waste Processing - Construction and Operation Requirement</p> <p>(a) Is the capacity sufficient to process waste quantity derived from Design Capacity and waste characterization study?</p> <p>(b) Does the operation plan give suitable comfort that the recyclables such as metals, glass, tins, etc. will not be sold loose?</p> <p>3) Overall Processing Facility - Construction and Operation Requirement</p> <p>(a) Is the proposed Processing Facility design modular and is the total capacity of all modules sufficient to process waste quantity derived from design capacity and waste characterization study?</p> <p>(b) Is there sufficient evidence in the proposal which suggests that no individual module will have a downtime more than 15 continuous days and there is sufficient redundancy in the system so that the other modules can handle the processing of waste equal to the Design Capacity during such downtime?</p>	

<p>(c) Is the operation planned for 2 or more shifts of 8 hours each?</p> <p>(d) Does the plan have the provision of the following mandatory facilities and are they sufficiently addressed in the Technical Proposal?</p> <ul style="list-style-type: none"> i) Weigh Bridges with stand by arrangements ii) Storm water drainage system iii) Leachate collection and treatment system iv) Quality control laboratory v) Workers amenities vi) Internal loop roads vii) Illumination viii) Electrical backup arrangement ix) Boundary wall and fencing x) Green belt xi) Fire and safety equipment 	
B. Scientific Landfilling	
<p>1) Construction and Operation Requirement</p> <p>(a) Is the landfill adequately designed for an operation period of 25 years to handle process remnants/inerts expected as per the Design Capacity?</p> <p>(b) Is there sufficient evidence that Landfill Facility conforms to the design requirements as per CPCB guidelines?</p> <p>(c) Is there sufficient evidence that the disposal of leachate is being taken care of?</p> <p>(d) Does the design proposed have the provision for collecting and venting gas?</p> <p>(e) Does the plan have the provision of the following mandatory facilities and are they sufficiently addressed in the Technical Proposal?</p> <ul style="list-style-type: none"> i) Weigh bridges with standby arrangements ii) Storm water drainage system iii) Leachate collection and treatment system 	
C. Environmental Management Plan	
<p>1) Is there sufficient evidence that the Air Quality would meet the standards as per SWM Rules, 2016?</p> <p>2) Is there sufficient evidence that the Ground Water Quality would meet the standards as per SWM Rules, 2016?</p> <p>3) Is the monitoring of environmental parameters planned as per the process mentioned in SWM Rules, 2016?</p>	

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

54

D. Annexure D - Financial Proposal

10.10 Appendix D1

(Refer Section 7)

Letter Comprising the Financial Proposal

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

Date: _____

Reference No: _____

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

Tel. #:

Fax #:

E-mail address#

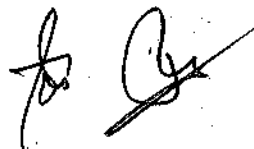
To

THE COMMISSIONER
JHANSI NAGAR NIGAM
JHANSI.
Uttar Pradesh

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

Dear Sir,

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



the development of the aforesaid Project.

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

9. I/ We believe that we/ our Joint Venture satisfy(s) the requirements as specified in the RFP document.
10. I/ We declare that we/ any Member of the Joint Venture / Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge- sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Commissioners/ managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate JHANSI NAGAR NIGAM of the same immediately.
15. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform JHANSI NAGAR NIGAM forth with along with all relevant particulars and JHANSI NAGAR NIGAM may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without JHANSI NAGAR NIGAM being liable to us in any manner whatsoever.
16. The Statement of Legal Capacity as per the format at Appendix B7 of the RFP document, and duly signed is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium as per format provided at Appendix B5 and Appendix B6 respectively of the RFP, are also enclosed

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

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

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

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

b) **Quoted Capacity at the Interconnection Point**

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

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

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

Yours faithfully,

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

Place: Name and seal of Bidder/ Lead Member

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