

**REQUEST FOR PROPOSAL**  
**FOR**  
**SETTING UP OF DEMONSTRATION MICRO MUNICIPAL SOLID WASTE**  
**MANAGEMENT FACILITIES AT 3 (THREE) DIFFERENT LOCATIONS AS A PILOT**  
**PROJECT IN THE STATE OF HIMACHAL PRADESH ON PUBLIC PRIVATE**  
**PARTNERSHIP (“PPP”) MODE**

**VOLUME-I**

**ISSUED BY**

**DEPARTMENT OF ENVIRONMENT, SCIENCE AND TECHNOLOGY**

**GOVERNMENT OF HIMACHAL PRADESH**



**REQUEST FOR PROPOSAL FOR SELECTION OF AGENCIES FOR SETTING UP OF**  
**DEMONSTRATION MICRO MUNICIPAL SOLID WASTE MANAGEMENT**  
**FACILITIES AT 3 (THREE) DIFFERENT LOCATIONS AS A PILOT PROJECT IN**  
**THE STATE OF HIMACHAL PRADESH ON PUBLIC PRIVATE PARTNERSHIP**  
**(“PPP”) MODE**

**May, 2019**

## **DISCLAIMER**

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by Department of Environment, Science and Technology (hereinafter referred to as “**DEST**”), Government of Himachal Pradesh (hereinafter referred to as “**GoHP**”) on behalf of the Authorities (as defined later) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by DEST to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their key submissions, Technical Bid and Financial Bid (defined below) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by DEST 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 DEST or GoHP or the Authorities, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

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## GLOSSARY

<b>Agreement or Concession Agreement</b>	<b>As defined under Clause 1.1.3</b>
<b>Authority and Authorities</b>	<b>As defined under Clause 1.1.2</b>
<b>Bidder</b>	<b>As defined under Clause 1.1.2</b>
<b>Bidding Documents</b>	<b>As defined under Clause 2.1.1</b>
<b>Bid Due Date</b>	<b>As defined under Clause 2.1.1</b>
<b>Bidding Process</b>	<b>As defined under Clause 2.2.1</b>
<b>Bid Validity Period</b>	<b>As defined under Clause 2.2.3</b>
<b>Bid Security</b>	<b>As defined under Clause 2.2.4</b>
<b>CPCB</b>	<b>As defined under Clause 3.2.1</b>
<b>Concession</b>	<b>As defined under Clause 1.1.4</b>
<b>Concessionaire</b>	<b>As defined under Clause 1.1.2</b>
<b>Concession Period</b>	<b>As defined under Clause 1.1.2</b>
<b>Conflict of Interest</b>	<b>As defined under Clause 3.1.5</b>
<b>Eligibility Criteria</b>	<b>As defined under Clause 3.2</b>
<b>Letter of Award (LoA)</b>	<b>As defined under Clause 2.3</b>
<b>Lowest Bidder</b>	<b>As defined under Clause 2.2.6</b>
<b>MoEF</b>	<b>As defined under Clause 3.2.1</b>
<b>Net Amount</b>	<b>As defined under Clause 2.2.6</b>
<b>NPV</b>	<b>As defined under Clause 2.2.6</b>
<b>OPEX</b>	<b>As defined under Clause 2.2.5</b>
<b>Project</b>	<b>As defined under Clause 1.1.2</b>
<b>Selected Bidder</b>	<b>As defined under Clause 6.3.6</b>
<b>Sole Entity</b>	<b>As defined under Clause 3.1.1</b>
<b>VGF-CAPEX</b>	<b>As defined under Clause 2.2.5</b>

## DEPARTMENT OF ENVIRONMENT, SCIENCE AND TECHNOLOGY

Paryavaran Bhawan, Near US Club, Shimla, Himachal Pradesh - 171001

### NOTICE INVITING REQUEST FOR PROPOSAL

Bids are hereby invited by the Department of Environment, Science and Technology (“DEST”) GoHP on behalf of Nagar Panchayat Arki, Cluster Bamson (covering 11 Panchayats) at Hamirpur and Cluster Bangana (covering 11 Panchayats) at Una from eligible entities for the work mentioned below:

Sr. No.	ITEMS	DESCRIPTION
1.	Description of the Project	Selection of agencies for setting up of Demonstration Micro Municipal Solid Waste Management Facilities at 3 (three) Different Locations as a Pilot Project in the State of Himachal Pradesh on Public Private Partnership (“PPP”) Mode.
2.	Mode of Bid Submission	Hard Copy Submission
3.	Cost of Bidding Document (RFP and the Concession Agreement)	Rs. 1000/- (Rupees One Thousand only)
4.	Bid Security amount	Rs.1,00,000/- (Rupees One Lakh only)
5.	Bid Document Advertisement, i.e., Start Date & Time	Start Date: <b>30.05.2019</b> from <b>10 AM IST</b> from <a href="http://desthp.nic.in/">http://desthp.nic.in/</a> or physically collected from the office of the Director, DEST.
6.	Last Date for submitting the Pre-Bid Queries	<b>10.06.2019</b> up to <b>11 AM IST</b> at at Department of Environment, Science & Technology.
7.	Date of Pre-Bid Meeting	<b>11.06.2019</b>
8.	Date for response to Pre-Bid queries	<b>19.06.2019</b>
9.	Capacity of solid waste management plants proposed to be installed	Ranging between 1 TPD to 2 TPD for locations falling under local bodies.
10.	Bid Validity	120 (one hundred and twenty) days from tender submission date
11.	Period for setting up of Plant	As specified by the Successful Bidder(s) as a part of their respective Technical Bid depending upon the technology being proposed by them

1. RFP can be seen and downloaded from the websites <http://desthp.nic.in/>
2. RFP document can be obtained between **30.05.2019** and **29.06.2019** on all working days on payment of a fee of Rs. 1000/- (Rupees One Thousand only) in the form of a Demand Draft drawn on any Scheduled Commercial Banks in India in favour of “**The Director, Department of Environment, Science and Technology**” payable at Shimla, Himachal Pradesh and should be deposited in a separate sealed envelope.
3. The RFP and/ or the Bidding Process being conducted in pursuance thereof can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
4. The Bidders may contact Director, DEST through Email ID: [dbt-hp@nic.in](mailto:dbt-hp@nic.in), [s.attrigohp@gmail.com](mailto:s.attrigohp@gmail.com) or they may contact “Principal Scientific Officer (Environment)”, DEST at its office located at Paryavaran Bhawan, Near US Club, Shimla, Himachal Pradesh – 171001 for any information.
5. Pre-Bid Meeting shall be held in the office of the Director, DEST at Paryavaran Bhawan, Near US Club, Shimla, Himachal Pradesh – 171001, on **11.06.2019** at **11.00 AM**.
6. Physical Submission of RFP Document Fee, Bid Security and the Bid is mandatory and may be sent either by registered post or speed post or hand delivered at the following address by the date **29.06.2019** and latest by **4.00 PM**:  

**Sh. D.C. Rana, Director,  
Department of Environment, Science and Technology,  
Paryavaran Bhawan, Near U.S. Club, Shimla,  
Himachal Pradesh – 171001**
7. Any amendment, modification, correction in this RFP and other related documents or any other information regarding the Bidding Process shall be made available online only in the form of relevant corrigenda/ addenda on the websites <http://desthp.nic.in/>

**Sd/-**

**Director**

Department of Environment, Science and Technology,  
Government of Himachal Pradesh



## 1. INTRODUCTION

### 1.1. PROJECT BACKGROUND

- 1.1.1. Keeping in view the fact that the State of Himachal Pradesh has peculiar conditions, circumstance, such as quantity of solid waste is quite less, temperature condition variation are very high, land availability is less and limited, the solid waste treatment or segregation is not effective, therefore, a common scale for plains and hill cannot be practiced or applied. Besides, keeping in the view the fact that in the tough geographical topography the transportation of municipal solid waste has always been a hard job and to run bigger plants difficult and challenging, therefore, small and compact plants are preferred as better options. In view of this, a decision has been taken by the Government of Himachal Pradesh (“**GoHP**”) in the Department of Environment, Science and Technology (“**DEST**”) that solution proposals, options, technology (s) which are available, can be tried out to ascertain success. Accordingly, the GoHP through DEST invites proposals for the purpose of establishing a “Technology Demonstration” of solid waste management processing facility (ies) on “Technology Neutral” mode on PPP basis at certain locations to ensure processing and management of waste generated in such areas and put into use the solid waste generated in the said areas in best suited manner. The proposed solid waste management facilities “**Processing Facility(ies)**” shall be set up initially at 3 (three) locations, namely Nagar Panchayat Arki, Cluster Bamson (covering 11 Panchayats) at Hamirpur and Cluster Bangana (covering 11 Panchayats) at Una.
- 1.1.2. Accordingly, in furtherance of the aforesaid objective, DEST has decided to invite proposals (the “**Bids**”) on behalf of Nagar Panchayat Arki, Cluster Bamson (covering 11 Panchayats) at Hamirpur and Cluster Bangana (covering 11 Panchayats) at Una (hereinafter referred to individually as the “**Authority**” and collectively as the “**Authorities**”) from interested parties (the “**Bidder**”) for “Selection of Agencies for setting up of Demonstration Micro Municipal Solid Waste Management Facilities at 3 (three) different locations (as specified in this RFP) as a Pilot Project in the State of Himachal Pradesh on Public Private Partnership (“**PPP**”) Mode (hereinafter referred to as the “**Project**”). For this purpose, adequate land at 3 (three) different locations as per the requirement of each Selected Bidder based on the technology being adopted by it to process the waste, shall be licensed free of cost to the Selected Bidders (the “**Concessionaires**”) on “*Right to Use*” basis for a period of 10 (ten) years initially which may be further extended on mutually agreed terms between the respective Selected Bidders and the Authority concerned (the “**Concession Period**”).
- 1.1.3. The Concessionaire shall be responsible for implementing the Project under and in accordance with the provisions of an agreement to be executed separately for each location between the Concessionaire, concerned Authority and the DEST *inter alia* laying

down the detailed terms and conditions for implementation of the Project (the “**Concession Agreement(s)**” or the “**Agreement(s)**”), a draft form of which is provided in Vol. II of the Bidding Documents.

- 1.1.4. The Concession Agreement sets forth the detailed terms and conditions, rights/obligations of the Concessionaire and modalities for implementation under the proposed arrangement (the “**Concession**”). Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Concession Agreement for the Project shall have the meaning assigned thereto in the Agreement.
- 1.1.5. Broad scope of work of the Selected Bidder/ Concessionaire entails inter alia the following :
  - a) To design, finance, build and commission Solid Waste Management Plants as per the technology proposed by the Selected Bidder as a part of its Bid, at various locations as specified in this RFP with the capacity of 1 TPD to 2 TPD using Municipal Solid Waste generated in such locations and collected from the households, commercial establishments and industries located in such places (except in cases of Temples where only the Temple waste is to be collected, segregated and processed) in accordance with the provisions of the respective Concession Agreements and to undertake its operation & maintenance during the Concession Period.
  - b) It shall be the responsibility of the Selected Bidder/ Concessionaire to undertake door to door collection of Municipal Solid Waste from the waste generators within the area of the concerned Authority. However, there are certain Authorities who are agreeable to collect the Municipal Solid Waste by their own means and transport the same to the Processing Site. The list of such Authorities which are undertaking collection and transportation of Municipal Solid Waste is annexed as *Appendix II* to this RFP. Irrespective of the fact as to who undertakes collection of municipal solid waste, the Selected Bidder(s) shall be solely responsible for segregation of waste.
  - c) The Selected Bidder shall have to work in a manner as to improve the environmental quality in the area of operation and maintain sanctity and dignity of the religious places within their area of operation.
  - d) The Selected Bidder shall ensure that the solid waste management plant being set up by it shall at all times, comply with the Solid Waste Management Rules, 2016 (the “**SWM Rules, 2016**”) and other Applicable Laws related to handling, transport, storage, process, treatment, emission and discharge of residual inert, if any;
  - e) The inert/processing rejects (if any) generated from the Processing Facility should be stored safely in containers by the Selected Bidder.
  - f) It shall be the responsibility of the Concessionaire to pay all applicable Taxes.

For detailed scope of work, the Bidders are advised to refer to the Draft Concession Agreement.

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

## **2. INSTRUCTION TO BIDDERS**

### **2.1 Bidding Documents**

- 2.1.1 DEST shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents and volumes provided by it pursuant to this RFP (collectively the **"Bidding Documents"**), as modified, altered, amended and clarified from time to time by DEST, and all Bids shall be prepared and submitted in accordance with such terms. The Bidding Documents shall comprise **Vol. I: Request for Proposal (RFP)**, **Vol. II: Draft Concession Agreement** and **Vol. III: Schedules** and any other corrigenda/ addenda issued subsequent to this RFP Documents and its Volumes, but before the date specified in Clause 4.4 for submission of Bid (the **"Bid Due Date"**), will be deemed to form part of the Bidding Documents.
- 2.1.2 The RFP comprises the Disclaimer set forth hereinabove and will additionally include any Addenda issued in accordance with Clause 3.9.
- 2.1.3 The Bidders are advised and expected to carry out their own surveys, investigations and due diligence of the Project in detail, and carry out, at their cost, such studies with respect to the estimates about the Project Cost, before submitting their respective Bids for award of the Project.

### **2.2 Brief description of the Bidding Process**

- 2.2.1 DEST has adopted a single-stage Bidding 2 (two) envelopes open competitive tendering Process (collectively referred to as the **"Bidding Process"**) for selection of the Bidders for implementation of the Project. The Bidding Process shall be carried out in accordance with the procedure set out in this RFP. Interested parties can submit their Bid in accordance with the provisions of this RFP (the **"Bidder"**).
- 2.2.2 The Bidding Documents can be purchased from the office of the Director, DEST against payment of non-refundable Bidding Document Fee of an amount of Rs.1000/- (Rupees One Thousand Only) by way of Demand Draft in favour of the **"Director, Department of Environment, Science and Technology"** payable at Shimla or downloaded from the

portal <http://desthp.nic.in/> Where the Bidding Document is downloaded from the aforesaid portal, the Bidding Document Fee has to be submitted at the time of submission of Bid through Demand Draft of Rs.1000/- (Rupees One Thousand Only) in favour of **“Director, Department of Environment, Science and Technology”** payable at Shimla.

- 2.2.3 The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date as specified in Clause 4.8 for submission of Bids (the **“Bid Validity Period”**).
- 2.2.4 The Bidder is required to deposit, along with its Bid, a security of Rs.1,00,000/- (Rupees One Lakh Only) (the **“Bid Security”**) for each location, refundable not later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder, whose Bid Security shall be retained till the Selected Bidder has provided a Performance Security under the Concession Agreement. The Bid Security shall be in form of a Demand Draft in favour of the **“Director, Department of Environment, Science and Technology”** payable at Shimla. The Bid shall be summarily rejected if it is not accompanied by the Bid Security and the fees specified in Clause 2.2.2 above. The Bidder shall furnish separate Demand Draft for the aforesaid amount for each location that the Bidder wants to submit its Bid for.
- 2.2.5 Each Bidder shall quote the Viability Gap Funding required by it in respect of Capital Expenditure (i.e. **“VGF-CAPEX”**) for installation of plant/ machinery & equipments at each location for which offer is being submitted as a part of its Bid. The Bidder shall also quote the fixed Annual Recurring Expenditure (i.e. **“OPEX”**) required by it for operating the Processing Facility at each location for which offers is being submitted by it as a part of its Bid. Bids are invited for the Project on the basis of the lowest composite value of the amount of VGF-CAPEX and OPEX required by the Bidders for implementation of the Project during the **10 (ten)** years period at each location for which offers are being submitted by it as a part of Bid.
- 2.2.6 The composite evaluation shall be done on the basis of the total of the Net Present Value (i.e. **“NPV”**) calculated at a discount rate of 12% (twelve percent) per annum for a period of 10 (ten) years in respect of the OPEX quoted by the Bidder and the VGF-CAPEX quoted by the Bidder (the **“Net Amount”**). The Bidder whose Net Amount is determined to be the lowest for a particular location (the **“Lowest Bidder”**) shall be declared as the Selected Bidder for such particular location. Same yardstick shall be applied for selection of the Selected Bidder for each of the remaining seven locations for which Bids are being invited in pursuance of his RFP.
- 2.2.7 Generally, the Lowest Bidder shall be the Selected Bidder for each location. The remaining Bidders shall be kept in reserve and may be invited to match the Bid submitted by the Lowest Bidder (in case technology being proposed by both is the same) in the event such Lowest Bidder withdraws or is not selected for any reason. In the event that

none of the other Bidders have proposed the same technology, then DEST may at its discretion call the remaining Bidders who have proposed a different technology, to shortlist the Lowest Bidder. In the alternative, DEST may, in its discretion, annul the Bidding Process.

- 2.2.8 In the event for a particular location as mentioned in this RFP, only 1 (one) Bid is received and the comparison of the financial quote (in respect of VGF-CAPEX and OPEX) of such sole Bidder for any location cannot be done, then such sole Bidder shall be required to submit documents with regard to the financial rate at which similar contract under similar geographical conditions and circumstance has been signed by it with any State Government/ State Government Agency/ Municipal Body etc. anywhere in India. If the rate quoted by the Bidder is found to be on the higher side, then the Bidder shall be required to reduce its financial quote to match the price of such similar contract. However, a variation upto maximum limit of 10% (plus-minus) can be allowed by the Evaluation Committee. This variation will be subject to the site specificity, cost of labour, and variation from the already awarded Bid/ work by a Government Department / Agency anywhere in India.
- 2.2.9 Further, it is clarified that DEST shall have the right to restrict the award of work for use of a particular technology at 2 (two) locations only and award the other location(s) to the Bidder(s) proposing a different technology even if the Net Amount determined for such Bidder is higher than the lowest evaluated Bidder for that location who is proposing the use of same technology for such location in addition to 2 (two) other locations.
- 2.2.10 In case more than 1 (one) Bid/ Proposal is received for the same site and both or all proposals are found suitable technically, short listing will be done on the basis of lowest evaluated Financial Bid.
- 2.2.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable for rejection as a non-responsive Bid.
- 2.2.12 Any queries concerning this RFP shall be submitted in writing by fax and email to the officer designated below. The envelopes/ communication shall clearly bear the following identification/ title: "Queries RFP for: Selection of Agencies for setting up of Demonstration Micro Municipal Solid Waste Management Facilities at 3 (three) different locations as a Pilot Project in the State of Himachal Pradesh on Public Private Partnership ("PPP") Mode." All communications should be addressed to:

**Sh. D.C. Rana, Director,**  
**Department of Environment, Science and Technology,**  
Paryavaran Bhawan,  
Near U.S. Club, Shimla.  
Himachal Pradesh – 171001  
Phone: 0177-2656559

E-mail: [dbt-hp@nic.in](mailto:dbt-hp@nic.in)

Fax: 0177-2659608

2.2.13 Bidders are advised to be specific and pose clause wise queries in an unambiguous manner. DEST reserves the right not to respond to vague and frivolous queries. Queries shall be neatly typed/ written as per the following format:

S. No.	Particulars	Details
1.	Organization Name	
2.	Document Name	
3.	Page Number	
4.	Clause Number	
5.	Query	
6.	Suggestion, if any	
7.	Name & Designation of the person to contact	
8.	Contact No. & Email ID	

### 2.3 Schedule of Bidding Process

2.3.1 DEST shall endeavour to adhere to the following Schedule:

	Bid Stage	Estimated Date
1)	Issue of RFP	<b>30.05.2019</b>
2)	Last date and time of receiving queries	10.06.2019 up to 11.00 AM
3)	Pre-Bid Conference	<b>11.06.2019</b> at 11.00 AM at Department of Environment, Science & Technology.
4)	Response to Pre-Bid Queries	<b>19.06.2019</b>
5)	Last Date for Purchase of Bid Documents	<b>28.06.2019</b>
6)	Bid Due Date	<b>29.06.2019</b>
7)	Opening of Technical Bid	<b>29.06.2019 at 4.30 PM</b>

8)	Announcement of technically qualified Bidders	Will be notified later on the portal
9)	Opening of Financial Bid	Will be notified later on the portal
10)	Letter of Award (LoA)	Will be notified later on the portal
11)	Validity of Bids	<b>120</b> days from Bid Due Date
12)	Signing of Concession Agreement	Within <b>15</b> days of award of LoA

### 3. GENERAL TERMS OF BIDDING

#### 3.1 Terms of Bidding

3.1.1 The Bidder shall be a single entity (the “**Sole Entity**”). No Joint Ventures are allowed.

3.1.2 Any Bidder, who has earlier been barred by the GoHP from participating in any projects, would not be eligible to participate in the present Bidding Process, where the bar subsists as on the Bid Due Date.

3.1.3 Each Bidder may Bid for all the 3 (three) locations, however, it is pertinent to note here that each Bidder shall not be awarded more than 2 (two) locations/ Projects with same technology and in case of a Bidder proposing more than 2 (two) different technologies, the Bidder shall not be awarded more than 3 (three) locations.

3.1.4 Each Bidder shall submit only 1 (one) Bid for one location, in response to this RFP. Any Bidder, who submits more than 1 (one) Bid for the same location will be disqualified.

3.1.5 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, DEST or the Authority(ies) (as the case may be) shall forfeit, invoke and appropriate the Bid Security/ies or Performance Security, as the case may be, of such Bidder without prejudice to any other right or remedy that may be available to DEST and/ or the Authority(ies) hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if :

- a. a Bidder and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; or
- b. a Bidder is also a constituent of another Bidder; or
- c. such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- d. such Bidder has the same legal representative for purposes of this Bid as any other

Bidder; or

- e. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
- f. such Bidder has participated as a consultant to DEST and/ or the Authority in the preparation of any documents, design or technical specifications of the Goods, Works or Services that are the subject of the Bid and/ or the Project.

3.1.6 A Bidder shall be liable for disqualification if any legal, financial or technical adviser of DEST and/ or the Authority in relation to the Project is engaged by the Bidder, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the LoA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LoA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LoA or the Concession Agreement and without prejudice to any other right or remedy of DEST and/ or the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which DEST and/ or Authority may have thereunder or otherwise, the LoA or the Concession Agreement, as the case may be, shall be liable to be terminated without DEST and/ or the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 1 (one) year from the date of signing of the Concession Agreement.

## **3.2 Eligibility Criteria**

3.2.1 The interested Bidders are required to satisfy the following criteria as **Eligibility Criteria** to qualify for the opening of the Financial Bids:

The Bidder shall as a part of its Technical Bid provide a descriptive note regarding the technology proposed to be used for the locations under this RFP, method of treatment/ processing, equipment details, details of products and by products to be generated, confirmation that such technology being proposed is recognized/ approved by Central Pollution Control Board (“CPCB”) or Ministry of Environment, Forest and Climate Change (“MoEF”) as per SWM Rules and other applicable guidelines past technical experience of having used the technology being proposed by it successfully in at least one location in India by the Bidder itself, etc. Further, such technology should also be compliant with the SWM Rules, 2016.



3.2.2 Towards proof of complying with the Eligibility Criteria, the Bidder shall enclose with its Technical Bid in accordance with Clause 4.2 and 4.3 of this RFP, the following:

- (i) copy of certificate(s) or copy of work orders from the concerned client(s) in support of having undertaken projects with the technology/ies being proposed by it for one or more locations in its Bid pursuant to this RFP, clearly stating the type and capacity of the installed processing plant, quantities of MSW collected/processed, etc.; and
- (ii) if the past work has been done by a Bidder in a joint venture then, the Bidder shall in its Bid also specify its share in work done for that particular project/ contract as a member of such joint venture.

For the avoidance of doubt, it is clarified that the Bidder shall provide the aforesaid information/ documents in respect of the technology being proposed by it for each location. However, same documentation shall suffice for the purpose of the same technology even though being proposed for different locations.

3.2.3 The Bidder may also be called by DEST for technical presentation about the technology being proposed by it and also to present its approach and methodology for undertaking the Project including the milestones and timelines.

3.2.4 The Bidder should submit a Power of Attorney as per the format at Annexure A-2, authorising the signatory of the Bid to commit the Bidder.

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

3.2.6 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any PPP project (Infrastructure or otherwise), and the bar subsists as on the date of Bid would not be eligible to submit a Bid.

3.2.7 The following conditions shall be adhered to while submitting a Bid:

- a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- b. information supplied by a Bidder must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies or firms; and

- c. in responding to the qualification phase, Bidders should demonstrate their capabilities in accordance with Clause 3.2.

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 1 (one) year 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.

### **3.3 Number of Bids and cost for preparation of the Bid**

3.3.1 Each Bidder may Bid for all the 10 (ten) locations, however, no Bidder shall submit more than one Bid for the same location. It is pertinent to note here that each Bidder shall not be awarded more than 2 (two) locations/ Projects with respect to particular technology and in case of two different technologies being proposed by the Bidder, shall not be awarded more than 3 (three) locations.

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

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

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

3.4.2 For the purpose of site visit, the Bidders are required to contact the below mentioned person(s):

**Name: Dr. Suresh C. Attri, P.S.O. (Environment)**  
**Address: Department of Environment, Science & Technology,**  
**Paryavaran Bhawan, Near US Club, Shimla-171001.**  
**Phone: 0177-2659608**  
**Email : [s.attrigo hp@gmail.com](mailto:s.attrigo hp@gmail.com)**

### **3.5 Acknowledgment by the Bidder**

3.5.1 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 DEST;

- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by DEST on behalf of the Authority(ies) relating to any of the matters referred to in Clause 3.5 above;
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof;
- (e) satisfied itself about all matters, things and information including matters referred to in Clause 3.5 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder; and
- (f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 3.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from DEST and/ or the Authority, or a ground for termination of the Concession Agreement by the Concessionaire.

3.5.2 DEST 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 DEST.

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

3.6.1 Notwithstanding anything contained in this RFP, DEST 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 therefore. In the event that DEST rejects or annuls all the Bids, it may, in its discretion, initiate re-bidding process by inviting fresh Bids for the project.

3.6.2 DEST 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 DEST, the supplemental information sought by DEST for evaluation of the Bid(s). If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then DEST reserves the proceed in the manner mentioned in Clauses 3.6 & 4.2.1 including the right to annul the Bidding Process.

3.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement(s) or after its execution and during the period of subsistence thereof, including the Concession(s) thereby granted by the Authority/ies, that one or more of the 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 has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by DEST to the Bidder, without DEST and/ or the Authority being liable in any manner whatsoever to the Bidder. In such an event, DEST and/ or the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy which DEST and/ or the Authority may have under this RFP, the Bidding Documents, the Concession Agreement or under Applicable Law.

- 3.6.4 DEST 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 DEST shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DEST and/ or the Authority thereunder.
- 3.6.5 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 3.6.6 The documents including this RFP and all attached documents, provided by DEST are and shall remain or become the properties of DEST and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. DEST will not return to the Bidders any Bid, document or any information provided along therewith.

### **3.7 Contents of the RFP**

- 3.7.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.9:

Volume I: Instruction to Bidders

Volume II: Draft Concession Agreement

Volume III: Schedules of Draft Concession Agreement

- 3.7.2 The Draft Concession Agreement and Schedules provided by DEST as part of the Bid Documents shall be deemed to be part of this RFP.

### **3.8 Clarifications**

- 3.8.1 Bidders requiring any clarification on the RFP may notify DEST in writing or by fax and e-mail in accordance with Clause 2.2.12. They should send in their queries before the date specified in the Schedule of Bidding Process contained in Clause 2.3. DEST 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. DEST will forward all the queries and its responses thereto, to all purchasers of the RFP and /or upload on DEST's website [www.desthp.nic.in](http://www.desthp.nic.in) without identifying the source of queries.

3.8.2 DEST shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, DEST 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 DEST to respond to any question or to provide any clarification.

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

### **3.9 Amendment of RFP**

3.9.1 At any time prior to the deadline for submission of Bids, DEST 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 Addenda.

3.9.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFP.

3.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DEST may, in its sole discretion, extend the Bid Due Date.

## **4. PREPARATION AND SUBMISSION OF BIDS**

### **4.1 Language**

The Bids 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 Bids, the English language translation shall prevail.

### **4.2 Format and signing of Bid**

4.2.1 The Bidder shall provide all the information sought under this RFP. DEST 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.



(MoA) & Articles of Association (AoA), registered Partnership Deed, Trust Deed, Bye-laws of a Society, GST registration certificate, etc. The main object of the Bidder entity shall be similar as to the activities which are envisaged under the scope of work as mentioned in this Bidding Document and other related documents.

- f. Relevant information in respect of projects undertaken with a particular technology being proposed for each location comprised in the Bid as per the format **Annexure A-4** for demonstrating the requirement of meeting the Eligibility Criteria as specified in along with copies of the requisite documents/ certificates/ evidences in support of the claim, as per Clause 3.2 of the RFP.
- g. Copies of certificate(s)/ copies of work orders from the concerned client(s) in support of having undertaken projects with the technology/ies being proposed by it for one or more locations in its Bid pursuant to this RFP, clearly stating the type and capacity of the installed processing plant, quantities of MSW collected/ processed, etc..

4.3.3 Envelope II : “**Financial Bid**” shall be submitted in envelope II and shall be as per format **Annexure B-1** quoting the following:

- (i) Viability Gap Funding in absolute amount required by it in respect of Capital Expenditure (i.e. “**VGF-CAPEX**”) for installation of plant/ machinery & equipments at each location for which the Bidder is submitting its offer as a part of its Bid.
- (ii) Fixed Annual Recurring Expenditure (i.e. “**OPEX**”) required by it for operating the Processing Facility during the 3 (three) years period (separately for each year of operation) at each location for which the Bidder is submitting its offer as a part of its Bid.

4.3.4 The Bidder shall seal the original set (of the offers) and the copy of the Technical Bid together with their respective enclosures, in separate envelopes, duly marking the respective envelopes as “ORIGINAL TECHNICAL BID” and “COPY OF TECHNICAL BID”. If the Bidder is bidding for different locations and proposing different technology for each location, then the Bidder shall prepare/ annex respective enclosures (as per the requirements set forth herein) as separate sets with covering sheet(s) mentioning the name of the location and the technology being proposed along with the name & address details of the Bidder on such covering sheet. Both envelopes of Technical Bid shall be together put into another envelope, seal and mark the envelope as Envelope-I : “**Technical Bid**”. The Bidder shall submit the financial offer in the format specified at Annexure B-1 and seal it in another envelope and mark the envelope as Envelope II: “**Financial Bid**”. Both the envelopes of the Technical Bid and the Financial Bid shall then be sealed in an outer envelope and the envelope marked as “**Bid**” and shall clearly bear the following identification:

**“BID FOR: SELECTION OF AGENCIES FOR SETTING UP OF DEMONSTRATION MICRO MUNICIPAL SOLID WASTE MANAGEMENT FACILITIES AT 3 (THREE) DIFFERENT LOCATIONS AS A PILOT PROJECT IN THE STATE OF HIMACHAL PRADESH ON PUBLIC PRIVATE PARTNERSHIP (“PPP”) MODE**

**AND**

**NOT TO BE OPENED BEFORE THE DUE DATE/TIME FOR BID SUBMISSION & OPENING”**

4.3.5 Each of the envelopes shall be addressed to:

<b>ATTN. OF:</b>	<b>Director</b>
<b>ADDRESS:</b>	Department of Environment, Science and Technology, Paryavaran Bhawan, Near U.S. Club, Shimla, Himachal Pradesh - 171001, District Shimla. Himachal Pradesh
<b>PHONE:</b>	<b>0177-2656559</b>
<b>E-mail:</b>	dbt-hp@nic.in
<b>Fax:</b>	<b>0177-2659609</b>

Further, both the inner and outer envelopes should also bear the name and complete address along with telephone/ mobile number of the authorized representative of the Bidder.

4.3.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

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

**4.4 Bid Due Date**

4.4.1 Bids should be submitted before 4.00 P.M. IST on the Bid Due Date at the address mentioned in Clause 2.2.12 in the manner and form as detailed in this RFP.

4.4.2 DEST may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 3.9 uniformly for all Bidders.



#### **4.5 Late Bids**

- 4.5.1 Bids received by DEST after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

#### **4.6 Modifications/ Substitution/ Withdrawal of Bids**

No modification, substitution or withdrawal of any Bid shall be permitted by DEST after such Bid has been submitted by the Bidder in pursuance of this RFP.

#### **4.7 Rejection of Bids**

- 4.7.1 DEST reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for DEST to accept any Bid or to give any reasons for their decision.
- 4.7.2 DEST 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 reason.

#### **4.8 Validity of Bids**

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

#### **4.9 Confidentiality**

- 4.9.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional Advisor advising DEST in relation to or matters arising out of, or concerning the Bidding Process. DEST will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. DEST 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 DEST.

#### **4.10 Correspondence with the Bidder**

- 4.10.1 DEST shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

### **5. BID SECURITY AND PERFORMANCE SECURITY**

#### **5.1 Bid Security**

- 5.1.1 The Bidder shall furnish as part of its Bid, a Bid Security (separately for each location) referred to in Clause 2.2.4 above in form of a Demand Draft in favour of the **“Director,**

**Department of Environment, Science and Technology**”, issued by a Scheduled Bank in India. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 5.1.2 DEST shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 5.1.3 The value of the Bid Security shall be Rs. 1,00,000/- (Rupees One Lakh only) for each location.
- 5.1.4 Any Bid not accompanied by the Bid Security shall be rejected by DEST as non-responsive. However, it is clarified that if a Bidder is submitting its Bid in respect of more than one location but the Bidder has not furnished Bid Security separately for each location or one of its offer for a particular location is not accompanied by a corresponding Bid Security, then in such a case, the offer of the Bidder shall be rejected for such location in respect of which no Bid Security has been furnished by the Bidder as a part of its Bid.
- 5.1.5 Save as provided in Clause 2.2.4, the Bid Security of unsuccessful Bidders will be refundable, without any interest, not later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder.
- 5.1.6 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Bidder signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 5.1.7 DEST shall be entitled to forfeit, invoke and appropriate the Bid Security in any of the events specified in Clause 5.1.8 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that DEST will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 5.1.8 The Bid Security shall be forfeited, invoked and appropriated by DEST without prejudice to any other right or remedy that may be available to DEST hereunder or otherwise, under the following conditions:
  - a. If a Bidder submits a non-responsive Bid;
  - b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 7.1 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 the Bidder from time to time;
  - d. In case the information furnished by the Bidder is found to be false or untrue;
  - e. In the case of Selected Bidder, if it fails within the specified time limit to (i) to sign and return the duplicate copy of LoA, or, (ii) sign the Agreement, or (iii) furnish the Performance Security.

## **5.2 Performance Security**

- 5.2.1 The Selected Bidder shall provide to the Authority, a Performance Security (separately for each location) prior to signing of the Concession Agreement in the form of an irrevocable & unconditional Bank Guarantee issued by a Scheduled Bank in India having its' branch in Shimla, issued in favour of the authorized representative of the concerned Authority, as per the format provided in the Concession Agreement. The Performance Security shall be for an amount equivalent to 20% (twenty per cent) of the total Project Cost (to be determined from the Financial Bid of the Selected Bidder for the purpose of calculation of the amount of Performance Security) at each location. The Performance Security shall be valid for the entire Concession Period.
- 5.2.2 The Performance Security shall be encashed at the sole discretion of the Authority towards any liquidated damages that may be payable by the Selected Bidder to the Authority due to default or breach of its Conditions Precedent, obligations, and/or against termination eventualities attributed to the Selected Bidder, under the terms of the Concession Agreement.
- 5.2.3 In the event the Selected Bidder fails to provide the Performance Security by the stipulated period, the Authority would be entitled to forfeit the Bid Security (for the relevant location) of the Selected Bidder in part or whole, without prejudice to any other right or remedy that may be available to the Authority. The decision of the Authority in this regard is final and binding.

## **6. EVALUATION OF BIDS**

### **6.1 Opening of Bids**

- 6.1.1 The Bid Evaluation Committee constituted by DEST shall open the Bids at **4.30 PM IST** on the Bid Due Date, at the place specified in Clause 2.3.1 and in the presence of the Bidders who choose to attend.
- 6.1.2 All envelopes containing Bids shall be signed with date by the members of the Bid Evaluation Committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where 'a' denotes the serial number at which the Bid envelop has been taken for opening and 'n' denotes the total number of Bids received by specified time.
- 6.1.3 The Bid Evaluation Committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses, authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid Evaluation Committee with date and time of opening of the Bids.
- 6.1.4 The Bid Evaluation Committee on behalf of DEST will subsequently examine and

evaluate the Bids in accordance with the provisions set out in Clause 6.3.

- 6.1.5 To facilitate evaluation of Bids, on the recommendations of the Committee, DEST may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the Committee shall not be considered.
- 6.1.6 The evaluation of Bids shall be done in 2 (two) steps by the Bid Evaluation Committee constituted by DEST for the purpose of evaluation of the Bids. In step-1, the Technical Bid of the Bidder shall be checked to determine that whether the Bidder possesses the relevant technical experience vis-a-vis the requirements set forth in Clause 3.2 of this RFP. In step-2 of the evaluation, the Financial Bid of only those Bidders who have passed Step-1 shall be opened by DEST.

## **6.2 Test of Responsiveness**

- 6.2.1 Prior to evaluation of Bids, the Bid Evaluation Committee shall conduct a preliminary scrutiny of the opened Bids to assess its prima facie responsiveness to the requirements of the RFP. A Bid shall be considered responsive only if:
- a. it is accompanied by the Bidding Document Fee in form of demand draft if the Bid Document is physically purchased, or receipt in lieu thereof if the Bid Document is downloaded from the portal, pursuant to Clause 2.2.2;
  - b. it is received as per the format as specified in Clause 4.2;
  - c. it is received on the Bid Due Date including any extension thereof pursuant to Clause 4.4;
  - d. it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 4.2 and 4.3;
  - e. it is valid for the period specified in Clause 4.8 of the RFP;
  - f. it is accompanied by the Bid Security as specified in Clause 5.1;
  - g. it is accompanied by the Power(s) of Attorney;
  - h. it contains all the information (complete in all respects) as requested in this RFP and/ or Bidding Documents (in formats as specified in this RFP);
  - i. it contains duly filled in format of Check List (Appendix-I) for response to RFP submission requirements;
  - j. it does not contain any condition or qualification;
  - k. the Financial Bid is not included as a part of the Technical Bid; and
  - l. it is not non-responsive in terms hereof.
- 6.2.2 DEST reserves the right to reject any Bid which is non-responsive and no request for

alteration, modification, substitution or withdrawal shall be entertained by DEST in respect of such Bid.

- 6.2.3 DEST shall regard a Bid as responsive if it conforms to all requirements set out in the Bidding Documents, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

## **6.3 Evaluation Process**

### **A. Technical Bid Evaluation**

- 6.3.1 DEST will carry out a detailed evaluation of such substantially responsive Bids in order to determine whether the submissions made, either in form of information supplied in the prescribed formats and/ or documents annexed by the Bidder in its Technical Bid, are in accordance with the requirements set forth in the Bidding Document, taking into account the following factors :
- a) overall completeness and compliance of the Technical Bid submissions with the requirements of DEST as mentioned in this RFP. The Bid (and/ or the individual offer for each location) that does not meet minimum prescribed standards of completeness, consistency, compliance and details as required by the present RFP will be rejected for non-responsiveness; and
  - b) fulfilment of the Eligibility Criteria demonstrating that the Bidder possesses prior requisite experience, knowhow, operation & management skill and financial resources to implement the Project at a particular location (if awarded) in accordance with the requirements specified in this RFP particularly the Concession Agreement.
- 6.3.2 Only those Bidders whose Technical Bids are evaluated to be compliant in terms hereof and assessed as being capable of meeting the requirements/ standards specified in the RFP shall be declared as technically qualified Bidders and only such qualified Bidders shall then proceed to the opening and evaluation of their Financial Bids. All other Bids which are not found to be technically compliant shall be declared non-qualifying and hence would not be taken up for opening and evaluation of the Financial Bid.
- 6.3.3 After the technical evaluation, DEST shall prepare a list of qualified Bidders in terms of Clause 6.3.2 for opening of their Financial Bids. A date, time and venue will be notified to the qualified Bidders through the portal. Before opening of the Financial Bids, the list of qualified Bidders shall be published on the portal. Any query or clarification from Bidders who fail to qualify at any stage of the Selection Process shall not be entertained.
- 6.3.4 The Financial Bid of qualified Bidders shall be opened in the presence of their representatives, who choose to attend.

6.3.5 **Evaluation of Financial Bids:** The Financial Bids shall be evaluated in the following manner by DEST :

- (a) Financial quote in respect of each location shall be evaluated separately as per the methodology described in sub-clause (b) below;
- (b) Composite evaluation shall be done in respect of the OPEX and the VGF-CAPEX quoted by the Bidder for each location on the basis of the total of the Net Present Value calculated at a discount rate of 12% (twelve percent) per annum for a period of ten (10) years which is the “**Net Amount**”. The Bidder whose Net Amount is determined to be the lowest for a particular location shall be declared as the Selected Bidder for such particular location. Same yardstick shall be applied for selection of the Selected Bidder for each of the seven locations for which Bids are being invited in pursuance of his RFP.

**The NPV of the OPEX shall be calculated on the basis of the following formula:**

$$NPV = O \times \frac{1 - (1+R)^{-n}}{R}$$

where;

**O** is the amount of fixed OPEX quoted by the Bidder for each year for operating the Project;

**R** is the discount rate to be used as 12%; and

**n** are the number of years of operations of the Project.

**The Net Amount shall be calculated on the basis of the following formula:**

**Net Amount** = VGF-CAPEX quoted by the Bidder + NPV determined on the basis of the above formula.

6.3.6 Subject to the provisions of Clause 3.6, 3.1.3 and 3.3.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 6.2.1 and whose Net Amount is determined to be the lowest for a particular location, shall be declared as the selected Bidder (the “**Selected Bidder**”). In the event that DEST rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

6.3.7 In the event the Net Amount of two or more Bidders comes exactly the same, then DEST reserves the right either to:

- i. Invite fresh Bids from such Tied Bidders; or

- ii. Identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tied Bidders, who choose to attend.
- 6.3.8 Information relating to the examination, clarification, evaluation, and recommendation for the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DEST in relation to or matters arising out of, or concerning the Bidding Process.
- 6.3.9 After selection, a Letter of Award (the “**LoA**”) shall be issued separately each location, in duplicate, by the concerned Authority to the Selected Bidder and the Selected Bidder shall, within **10 days** of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, DEST may, unless it consents to extension of time for submission thereof, cancel the LoA for a particular location and appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by DEST on account of failure of the Selected Bidder to acknowledge the LoA, and the next eligible Bidder for that location may be considered.
- 6.3.10 After acknowledgement of the LoA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement within the period prescribed in Clause 2.3.1 above. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

## **6.4 Contacts during Bid Evaluation**

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

## **7. FRAUD AND CORRUPT PRACTICES**

### **7.1 General**

- 7.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Concession Agreement, DEST and/ or Authority shall reject a Bid, withdraw the LoA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an

agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DEST and/ or the Authority shall forfeit, invoke and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to DEST and/ or the Authority hereunder or otherwise.

7.1.2 Without prejudice to the rights of DEST and/ or the Authority under Clause 7.1.1 and the rights and remedies which DEST and/ or the Authority may have under the LoA or the Concession Agreement, if a Bidder or the Selected Bidder or the Concessionaire, as the case may be, is found by DEST and/ or the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by DEST and/ or the Authority during a period of 2 (two) years from the date such Bidder or the Selected Bidder or the Concessionaire, as the case may be, is found by DEST and/ or the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

7.1.3 For the purposes of this RFP, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DEST and/ or the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Concession Agreement or arising 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 DEST and/ or the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of DEST and/ or the Authority in relation to any matter concerning the Project;
- 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 DEST and/ or the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 8. PRE-BID CONFERENCE

A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of DEST and/ or the Authority. DEST and/ or the Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 9. MISCELLANEOUS

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shimla, Himachal Pradesh shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

DEST and/ or the Authority, in its sole discretion and without incurring any obligation or liability, reserve 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 DEST and/ or the Authority 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.

It shall be deemed that by submitting the Bid, the Bidder agrees that DEST and/ or the Authority, its employees, agents and advisers are irrevocably, unconditionally, fully and finally indemnified from any and all liability for claims, losses, damages, costs, expenses

or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by Applicable Law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## **ANNEXURES**

**Letter comprising the Bid**

*(On the letterhead of the Bidder)*

*(Refer Clause 4.3.2 (b))*

Dated:.....

**The Director,**

Department of Environment Science and Technology,  
Paryavaran Bhawan, Near U.S. Club,  
District Shimla,  
Himachal Pradesh – 171001

**Re: Request for Proposal for Selection of Agencies/ Bidders for setting up of Demonstration Micro Municipal Solid Waste Management Facilities at 3 (three) different locations as a Pilot Project in the State of Himachal Pradesh on Public Private Partnership (“PPP”) Mode.**

Dear Sir,

1. With reference to your Bidding Document dated \_\_\_\_\_, I, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Selection of Agencies/ Bidders for **setting up of Demonstration Micro Municipal Solid Waste Management Facilities at 3 (three) different locations as a Pilot Project in the State of Himachal Pradesh on Public Private Partnership (“PPP”) Mode.**
2. The Bid is unconditional and unqualified.
3. All information and documents provided in the Bid and in the Annexures is true and correct.
4. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Project.
5. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
6. I acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I certify that in the last 3 (three) years preceding Bid Due Date, I have neither failed to

perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

8. I declare that:
  - (a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
  - (b) I do not have any conflict of interest in accordance with Clause 3.1.5 of the Bidding Document;
  - (c) I 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 7 of the Bidding Document, in respect of any tender or request for Bid issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I hereby certify that the Bidder has taken steps to ensure that in conformity with the provisions of Clause 7.1 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.
9. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 3.6 of the Bidding Document.
10. I believe that the Bidder Company satisfies the Eligibility Criteria and meet other requirements as specified in the Bidding Document and are/ is qualified to submit a Bid in accordance with the Bidding Document.
11. I certify that in regard to matters other than security and integrity of the country, I acknowledge that the Bidder has 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 further certify that in regard to matters relating to security and integrity of the country, the Bidder has not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
13. I further certify that no investigation by a regulatory authority is pending either against us or against me/ our CEO/ President/ Members or any of our Directors/ Partners/ Trustees/ Managers/ employees.

14. I undertake that in case due to any change in facts or circumstances during the Bidding Process, the Bidder is attracted by the provisions of disqualification in terms of the guidelines referred to above, the Bidder shall intimate the Authority of the same immediately.
15. I hereby irrevocably waive any right which I may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
16. In the event of my/our being declared as the Selected Bidder, I agree to enter into a Concession Agreement in accordance with the draft that has been provided to me. The Bidder agrees not to seek any changes in the aforesaid draft and agree to abide by the same. The Bidder further agrees to execute the Project in accordance with the provisions of the Concession Agreement and the RFP.
17. I have studied all the Bidding Documents carefully and also surveyed the Project Area falling within the jurisdiction of the concerned Authorities and surrounding areas as specified in the Bidding Documents. The Bidder understand that except to the extent as expressly set forth in the Concession Agreement, the Bidder shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
18. The Financial Bid has been submitted by me after taking into consideration all the terms and conditions stated in the RFP, the Draft Concession Agreement and Applicable Laws, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Bid.
19. I offer Bid Security/ies to DEST in accordance with the Bidding Document.
20. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project is not awarded to me or our Bid is not opened.
21. A Power of Attorney in favour of the authorised signatory to sign and submit this Bid and documents is attached herewith in Annexure A-2.
22. I agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

23. I agree and undertake to abide by all the terms and conditions of the Bidding Document.

In witness thereof, I submit this Bid under and in accordance with the terms of the Bidding Document.

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

Date:

Place:

**Power of Attorney for Signing of Bid**

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

*(Refer Clause 4.3.2c)*

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms.(name).....son/ daughter/ wife of..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (here in after 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 application for pre-qualification and submission of our Bid for the “**Selection of Agencies/ Bidders for “Setting up of Demonstration Micro Municipal Solid Waste Management Facilities at 3 (three) different locations as a Pilot Project in the State of Himachal Pradesh on Public Private Partnership (“PPP”) Mode”**” proposed or being developed by the Government of Himachal Pradesh through the Authority including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

And I 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 ....., 201....

For

.....



(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(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 such as a board or shareholder's 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 notarized 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 Apostle certificate.*

**BIDDER'S DETAILS**

*(Refer Clause 4.3.2e)*

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

4. Please attach a copy of Certificate of Incorporation, Memorandum of Association, Articles of Association, registered Partnership Deed, Trust Deed, Bye-laws, Regulations, Capability Profile, Brochure, Copies of latest Income Tax return, GST Registration No. issued by the competent authorities with details of PAN/TIN/ECC/CST etc.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Stamp/ Company seal

Date \_\_\_\_\_

**Eligibility Criteria***(Refer Clause 4.3.2 f)***Name of Bidder:**

<b>Particulars</b>	<b>Particulars of the Project</b>
<b>Name of the Project</b>	
<b>Nature of the technology being adopted for the Project</b>	
<b>Whether technology is recognized by CPCB or MoEF</b>	
<b>Entity for which the Project was undertaken</b>	
<b>Location</b>	
<b>Capacity &amp; Cost</b>	
<b>Scope of Work</b>	
<b>Date when installation was completed</b>	
<b>Date of commencement of operations</b>	
<b>Share of the Bidder in the entity executing the Project along with the period when such share was held</b>	

(Signature for the Authorised Signatory)

Name of the Authorised Signatory:

Designation:  
Name of the firm:  
Seal of the Firm:

**Instructions:**

- 1. Bidders are expected to provide information each project being claimed to meet Eligibility Criteria as per Clause 3.2 of the RFP. Bidders should also refer to the Instructions below.*
- 2. A separate sheet should be filled in respect of each technology being proposed by the Bidder its Bid.*
- 3. Certificate from respective clients must be furnished for each eligible Project in respect of which experience is being claimed to meet Eligibility Criteria as per Clause 3.2 of the RFP.*

**Technical Presentation:** The Bidder shall as a part of its Technical Bid provide a descriptive note regarding the technology proposed to be used for the locations under this RFP, method of treatment/ processing, equipment details, details of products and by products to be generated, confirmation that such technology being proposed is recognized by CPCB or MoEF, past technical experience of having used the technology being proposed by it successfully in atleast one location in India by the Bidder itself, etc. Further, such technology should also be compliant with the SWM Rules, 2016.

**Format for Financial Proposal**

Date:.....

**To**  
**The Director,**  
**Department of Environment, Science and Technology,**  
 Paryavaran Bhawan, Near US Club,  
 Shimla, Himachal Pradesh – 171001

**Re: Request for proposal for Selection of Agencies for setting up of Demonstration Micro Municipal Solid Waste Management Facilities at 3 (three) different locations as a Pilot Project in the State of Himachal Pradesh on Public Private Partnership (“PPP”) Mode**

Dear Sir,

I/ We hereby submit our following Financial Bid comprising of quotation for VGF-CAPEX and fixed Annual Recurring Charges (OPEX) for undertaking the Project pertaining to “Setting up of Agencies for setting up of Demonstration Micro Municipal Solid Waste Management Facilities at 3 (three) different locations as a Pilot Project in the State of Himachal Pradesh on Public Private Partnership (PPP) Mode” :

VGF Capital Expenditure (VGF-CAPEX)	Rs. [●] (in words)
	Rs. [●] (in figures)
Fixed Annual Recurring Charges (OPEX)	Rs. [●] (in words)
	Rs. [●] (in figures)

- VGF-CAPEX\* amount being quoted by us is \_\_\_% (% in words) of the capital expenditure of Rs. [●], likely to be incurred by us in setting up the Processing Facility. We understand that VGF-CAPEX shall be payable by the Authority in 4(four) equal quarterly instalments after achieving the Commercial Operations Date; and
- OPEX shall become payable by the Authority at the end of each calendar year after Commercial Operations Date in accordance with the provisions of the Bidding Documents including any Addendum thereof.

In witness thereof, I submit this Financial Bid under and in accordance with the terms of the Bidding Document no.....

\* The Bidders should note that the VGF-CAPEX should not in any case exceed 40% (forty percent) of the total Capital Expenditure.

**This Form is not to be included with Technical Bid. Information comprising Financial Bid, if submitted with Technical Bid, shall lead to disqualification of Bid.**

Yours faithfully

Authorized Signatory

(Name & seal of the Bidder)

Date:

Place:

**APPENDIX-I**

**CHECK LIST**

Description	Annexure	Submitted (Yes/ No)
<b>TECHNICAL BID</b>		
Covering letter clearly stating the validity period of the Bid	A-1	
Power of Attorney for signing the Bid	A-2	
Payment of Bidding Document Fee		
Bid Security Demand Draft		
Details of the place of incorporation, registered office etc.	A-3	
Relevant information about similar projects undertaken along with supporting documents as specified	A-4	
<b>FINANCIAL BID</b>		
Financial Bid	B-1	
Checklist	Appendix-I	

APPENDIX - II

**LIST OF AUTHORITIES UNDERTAKING/ NOT UNDERTAKING  
COLLECTION AND TRANSPORTATION OF THE MUNICIPAL SOLID  
WASTE**

<b>Sr. No.</b>	<b>Name of the Authority</b>	<b>Collection to be Undertaken/ Not Undertaken</b>
1.	Nagar Panchayat Arki	
2.	Cluster Bamson (covering 11 Panchayats) at Hamirpur	
3.	Cluster Bangana (covering 11 Panchayats) at Una	



**APPENDIX-III**

**SITE MAP OF THE PROJECT AREA FOR EACH LOCATION WITH GPS CO-  
ORDINATES**

*<<to be attached by the respective Authorities for each Location >>*