

REQUEST FOR PROPOSAL
FOR
DEVELOPMENT OF INTEGRATED SOLID
WASTE MANAGEMENT
(Collection, Transportation, Processing & Disposal)
FOR
MUNICIPAL CORPORATION AMRITSAR
[Territory (2)]
THROUGH
PUBLIC PRIVATE PARTNERSHIP



Municipal Corporation Amritsar
Ranjit Avenue, C-Block,
Punjab – 143001

Date: 26.05.2025

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Municipal Corporation, Amritsar

Notice Inviting Request for Proposal

NO. NIT/H/141

dated: 23.05.2025

Online bids are hereby invited on behalf of Municipal Corporation, Amritsar from eligible entities for the work mentioned below:

Name of Work	Estimated Project Cost (In. INR) For 15 Years	Project Capacity (In TPD)	Bid Security/ EMD (In INR)	Performance Security	RFP Document Fee
Development Of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) For Municipal Corporation Amritsar [Territory (2)] Through Public Private Partnership	330,17,54,000/-	274 TPD	2% of the Estimated Project Cost i.e., INR 6.60 CR.	Performance Security shall be 10% of the Estimated Project Cost	Rs. 10,000/- (Ten Thousand Rupees Only) (Excluding GST)

1. RFP documents can be seen on the website: <https://eproc.punjab.gov.in> and downloaded from the portal <https://eproc.punjab.gov.in> by the eligible entities registered on the portal.
2. Document Fee has to be paid online through RTGS/NEFT during the "Downloading of RFP Document & Payment of RFP Document Fees of" Rs. 10,000/- (Ten Thousand Rupees Only) (Excluding GST).
3. The prospective bidder shall be required to submit an EMD of amount INR 6.60 Cr. in the form of Bank Guarantee to the Authority as per terms of the Agreement.
4. The prospective bidder shall be required to submit a Performance Security equivalent to 10% value of the Estimated Project Cost in the form of Bank Guarantee to the Authority as per terms of the Agreement.
5. The RFP may be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
6. Possession of DSC and registration of the Concessionaire on the portal i.e., <https://eproc.punjab.gov.in> is a prerequisite for e-tendering. For further details and e-tendering schedule, visit website <https://eproc.punjab.gov.in>.

-Sd-

**Medical officer of Health
Municipal Corporation, Amritsar**

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Contents of the RFP

PART I	Instruction to Bidders
PART II	Concession Agreement

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Part I
Instruction to Bidders

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Disclaimer

1. The information contained in this Request for Qualification cum Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by Authority 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 pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Authority in relation to the Project.
3. 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 Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in 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.
4. 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. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. The Authority, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be

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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.

6. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
7. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
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 the Authority/ULB, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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Definitions

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed herein. The words and expressions beginning with capital letters but not defined herein, but defined in the Concession Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein. The undermentioned words and expressions used in this RFP shall have the meaning set out below:

Applicable Law	Shall mean all laws, brought into force and effect by the Government of India or the State Government of Punjab, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of the Concession Agreement
Applicable Permits	Shall mean all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project during the subsistence of the Concession Agreement
Concession Agreement	Shall mean the agreement to be executed by the SPV with the Authority for discharging obligations related to the Project and includes any amendment or modification made to the said agreement in accordance with the provisions thereof
Concession Period	Shall mean the period of Ten (10) years extendable up to three (3) years, commencing from the date of the signing of concession agreement.
Concessionaire	Shall mean the SPV incorporated by the Selected Bidder to implement the Project and sign the Concession Agreement with the Authority.
“Commercial Operations Date” or “COD”	means the date when the Waste Processing Plant achieves commercial operations, pursuant to the provisions of the Concession Agreement;
Concessioneing Authority/ Authority/ ULB	Shall means the ‘Municipal Corporation Amritsar’
Department	Shall means the Department of Local Government, Punjab
Financial Capacity	Shall have the meaning ascribed to it in Clause 3.3
MSW or Municipal Solid Waste or Waste or Solid Waste	Shall mean the Municipal Solid Waste as described under the Solid Waste Management Rules, 2016

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Project	Means the Integrated Solid Waste Management Project (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)], as per terms and conditions of the Concession Agreement
Project Area	shall mean and refer to the entire geographic area of Territory (2) under Municipal Corporation, Amritsar within which the Concessionaire shall provide solid waste management services.
Selected Bidder	Shall mean the Bidder that has been issued the Letter of Award by the Authority for the Project
SPV or Special Purpose Vehicle	Shall mean the company under the Companies Act, 2013, incorporated by the Selected Bidder for discharging its obligations with respect to the Projects in terms of the Concession Agreement
SWM Rules	Shall mean the Solid Waste Management Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986)
Technical Capacity	Shall have the meaning ascribed it in Clause 3.2
Territory (2)	Means the Following 44 Wards of Municipal Corporation Amritsar: <ul style="list-style-type: none">• East Zone: Ward 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 43, 44, 45, 46 & 47• West Zone: 1, 2, 3, 5, 53, 77, 79, 81, 83, 85• North Zone: 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 & 51
Tipping/ Processing Fee	Shall mean the amount payable by the Authority to the Concessionaire for the Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)]
User Charges/ User Fee	Shall mean a fee notified by the Government of Punjab and the ULB from time to time on the Waste Generator in the Project Area
Waste Generator	Shall mean an entity such as households, commercial establishments, bulk waste generators, and other waste-generating entities within the Project Area.

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1. Introduction

1.1 Project Background

The Municipal Corporation Amritsar (the “**Authority/ ULB**”) has initiated the online bidding process for selection of concessionaire (“**Concessionaire**”) for undertaking the work of **Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)] through Public Private Partnership** and for providing the services detailed in the Concession Agreement (hereinafter referred to as “**Project**”). The Authority has decided to carry out the bidding process (defined hereinafter) for the selection of the Concessionaire to whom the project may be awarded.

1.1.1 The brief particulars of the Project are as follows:

Name of the Project	Estimated Project Cost (In INR)	Project Capacity (In TPD)
Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)] through Public	33017.54 Cr.	274 TPD

1.1.2 The Selected Bidder would be required to provide the undermentioned Project related services including inter alia the following, within the jurisdiction of the ULB:

- Door to Door Collection of MSW in segregated manner from Waste Generators of Municipal Corporation Amritsar (Territory 2);
- Transportation of MSW up to the waste processing facility(s);
- Design, Build, Operate and Maintain the waste processing facility(s) as per SWM Rules;
- Processing and Disposal of the daily waste in accordance with applicable laws and regulations, utilizing its chosen methods and technologies, which may include decentralized or centralized processing, for the entire duration of the Concession Period at the half parcel of land at Bhagtanwala Dumping Site provided by MCA;

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- Sell/Disposal of all the byproducts and inert material derived from the waste processing facility;
- Setting up and managing complaint redressal & command centre in the Project Area to monitor Project activities and to address user complaints and maintain its record;
- The Concessionaire shall collect user charges from all the waste generators in the project area at rates determined by the ULB, and shall retain the collected amounts, provided that it submits a detailed monthly report to the ULB, breaking down the collections, along with the monthly running bill. The Concessionaire shall ensure that the collected user charges are in accordance with the ULB-approved rates and shall implement any rate changes only upon receipt of written instructions from the ULB.

1.1.3 The ULB shall receive Proposal(s) and other documents pursuant to this Request for Proposal (“RFP”) as modified, altered, amended and clarified from time to time and such Proposal(s) and other documents shall be prepared and submitted in accordance with terms of this RFP. The Proposal(s) shall be evaluated by the ULB.

1.1.4 The estimated cost of the project (the “Estimated Project Cost”) has been specified in clause 1.1.1 above. The assessment of actual cost, however, will have to be made by the Bidders.

1.1.5 The Draft Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the "Concession").

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1.2 General Information

- 1.2.1** The statements and explanations contained in this RFP are intended to provide a proper 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 Municipal Corporation Amritsar's right to amend, alter, change, supplement or clarify the scope of Project, 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 Municipal Corporation Amritsar.
- 1.2.2** The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Municipal corporation Amritsar (collectively the "**Bidding Documents**"), and the Bid shall be prepared and submitted in accordance with such terms on or before the date specified for submission of the Bid (the "**Bid Due Date**").
- 1.2.3** The Selected Bidder shall be required to incorporate a company under the Companies Act, 2013 (the "**SPV**"), which shall undertake obligations with respect to the Project and execute the Concession Agreement with the ULB (the "**Concession Agreement**").

2. Brief description of Bidding Process

2.1 General

The Authority has adopted a single stage online bidding process consisting of submission of a technical bid and a financial bid (both terms are defined hereafter) (the “**Bidding Process**”) for selection of the Bidder for award of the Project. Any person intending to participate in the Bidding Process online, is required to get registered for the electronic tendering system on the portal <https://eproc.punjab.gov.in>. For more details, please see the information in registration info link on the home page.

Eligibility and qualification of the bidder (The “**Bidder**”, which expression shall, unless repugnant to the context, include the members of the Consortium) will be first examined based on the details submitted (“**Technical Bid**”) with respect to eligibility and qualifications criteria prescribed in this RFP. The financial bid submitted online (“**Financial Bid**”) shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP. For avoidance of doubt, it is clarified that Financial Bid has to be submitted online only. No physical hard copy of Financial Bid is to be submitted by the Bidders.

- 2.1.1 Bidders shall be required to examine the Project in greater detail, and carry out, at their cost, such studies with respect to the Estimated Project Cost, before submitting their respective Bid for award of the Project.
- 2.1.2 The Bids are to be submitted online and are required to be digitally signed, therefore, the Bidders are advised to obtain DSC.
- 2.1.3 The Bidders may be called for a technical presentation to share their approach and methodology for undertaking the Project including their views on the Project milestones and timelines.
- 2.1.4 The Authority reserves the right to visit at its own cost, one or more Project Area(s) listed by the Bidder in its list of experience, to independently verify and satisfy itself about the quality of work performed and also verify the certificates filed by the Bidder, as part of Bidding Documents. Bidders shall be responsible to organize meetings with their respective clients and also take around Authority’s team in the Project Area(s).
- 2.1.5 Any queries or request for additional information concerning this RFP shall be submitted through email on Email-ID mentioned in this RFP document. Bidders are advised to be specific and pose clause wise queries in an unambiguous manner. The Authority reserves

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the right not to respond to vague and frivolous queries. The subject of the email shall mention the following:

“QUERIES/REQUEST FOR ADDITIONAL INFORMATION: REQUEST FOR PROPOSAL FOR DEVELOPMENT OF INTEGRATED SOLID WASTE MANAGEMENT (COLLECTION, TRANSPORTATION, PROCESSING & DISPOSAL) FOR MUNICIPAL CORPORATION AMRITSAR [Territory (2)] ON PUBLIC PRIVATE PARTNERSHIP (PPP).

The pre-bid queries should be submitted in the format specified below to be considered for response.

Pre-bid queries not submitted in the prescribed format shall not be responded to

Sr. No.	Page No.	Clause No.	Query	Suggestion, If any
1.				
2.				
3.				
4.				
5.				
Name & Designation of Point of Contact:				
Contact No.:				
Email Id:				
Organization:				

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2.2 Schedule of Bidding Process

- 2.2.1** The Authority would endeavour to adhere to the following schedule: However, the Authority may, at its own discretion, revise or extend any of the timelines set-forth in this schedule.

Activity Description	Date & Time
Issue of RFP	26.05.2025 from 09.00 AM
Pre-Bid Meeting	10/05/2025 at 11.00 AM
Bid Due Date	27.06.2025 till 03.00PM
Physical Hard Copy Submission	On or Before 27.06.2025 till 03.00PM
Opening of EMD & Pre-Qualification/ Technical Bid	27.06.2025 till 03.30PM
Opening of Financial/Price Bid	Will inform to Technical Qualified Bidders

- 2.2.2** The date and time will be binding on all the Bidders. The Bidders are required to complete the stage within the stipulated time as per the schedule to continue their participation in the Bidding Process. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined in the Instruction to Bidders. The Bidder should check the status of a particular stage by following the below mentioned procedure:

1. Click on "Main" after login into the portal
2. Select "RFP Search" and click on "Go"
3. Next screen will appear on the screen and click on "Search" button to view the list of various tenders.
4. Select the RFP whose status is to be viewed by clicking on the RFP no.
5. Click on "Action page" button. The status of all the stages i.e., whether "Pending" or "Completed" can be viewed.
6. The Bidder should ensure that the status of a particular stage should be shown as "Completed" before the expiry date and time of that particular stage and he should possess a copy of receipt of completion of each stage to be performed from his end. It will be the sole responsibility of the Bidder if the status of a particular stage is

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"Pending" till the expiry date and time of that stage, and he is not able to proceed further in the e-tendering process.

- 2.2.3 The pre-bid meeting will be held online.
- 2.2.4 Any queries relating to Bidding Documents should be given in favour of **The Health Officer, Municipal Corporation Amritsar, Ranjit Avenue, C-Block, District- Amritsar, Punjab – 143001, Email-Id mohmcasr@gmail.com & cmcasr@punjab.gov.in** Contact Dr. Kiran Kumar at 84270 52800 or Dr. Yogesh Arora at 94644 36346 until the pre-bid meeting.
- 2.2.5 Physical hard copy submission of documents mentioned in Clause 2.1 after online submission, will be done by the Bidders in the office of **The Health Officer, Municipal Corporation Amritsar, Ranjit Avenue, C-Block, District- Amritsar, Punjab – 143001,** as per the schedule mentioned in Clause 2.2.1.
- 2.2.6 Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at e-tendering portal Also, the bidder will be held liable solely, in case, while bidding in particular stage - Date & Time expired as per the key dates available on the RFP document. Key dates are subject to change in case of any amendment in schedule due to any reason stated by concerned officer of the Authority.

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2.3 Instructions to Bidders

2.3.1 Number of Bids and costs thereof:

No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as 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. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3.2 Cost of RFP Document Fee

The cost of the RFP document is Rs. 10,000 (Ten Thousand Rupees) (Excluding GST). This fee is non-refundable.

2.3.3 Submission of RFP Document Fees:

The Bidder shall pay to the Authority a non-refundable sum of Rs.10,000 (Ten Thousand Rupees) (Excluding GST) to be paid online through payment gateway during the "Downloading of RFP Document & Payment of RFP Document fees", as the cost of downloading the Bidding Documents ("Document Fees").

2.3.4 Submission of Bid Security:

The Bid Security deposit fee of INR 6.60 Cr. should be submitted in the form of Bank Guarantee from a scheduled bank in favour of **The Municipal Commissioner, Municipal Corporation Amritsar**. For online submission, a scan copy of the respective proof should be uploaded along with the submission of Bid. For manual submission, original hard copy of the Bank Guarantee to be sent as per Clause 2.2.5.

2.3.5 Right to accept and to reject any or all Bids

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- (i) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the

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Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

- (ii) The Authority reserves the right to reject any Proposal and appropriate the Bid Security if in case it is found during the evaluation or at any time before signing of the Agreement or after its execution or during the period of subsistence of the Agreement that:

 - a. The Bidder has made a material misrepresentation or has furnished any materially incorrect or false information, or
 - b. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- (iii) Any misrepresentation or furnishing an / improper response shall lead to disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/rejected. The Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Award (“LoA”) or entering into of the Agreement, and if the Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in the RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or EMD, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, effort, cost and effort of Authority, without prejudice to any right or remedy that may be available to Authority.
- (iv) Further, in case disqualification or rejection occur after appointment of Concessionaire or in case the Concessionaire does not sign the Agreement, then the Authority shall take any such measure as it deems fit in the sole discretion of the Department, including annulling the Bidding Process and proceeding with re-tendering the Services.

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2.3.6 Other Instructions

- (i) The Bidders shall submit details of their Financial Bid in the online templates of the online Bid. The Financial Bid has to mandatorily be submitted online.
- (ii) Technical Bid Documents with EMD/Bid Security document should be put in separate sealed envelopes and the sealed envelopes shall be sealed in another cover and delivered to the office of Municipal Corporation Amritsar as per the schedule mentioned in Clause 2.2.1.
- (iii) Bidders must strictly abide by the stipulations set forth in notice inviting RFP and while tendering for the work, the Bidders shall adopt only the two-envelope system.
- (iv) The envelope containing the Financial Bid shall not be accepted physically under any circumstances. In case any bidder does not comply with procedure given above, the Bidder shall be disqualified from the Bid. Such defaulting Bidder may be de-listed without any notice for failing to abide by the strictly approved terms of notice inviting Proposals in response to the RFP.
- (v) The Bids which are not accompanied by the Bid Security or proof of Bid Security or do not strictly follow the requirements set out in the Bidding Documents, are liable to be rejected summarily.
- (vi) Bids which are subjective or dependent upon the quotations of another bidder shall be summarily rejected.
- (vii) The Bids of the bidders which do not satisfy the eligibility criteria (i.e., Technical Capacity and Financial Capacity set out in Clause 3.2 & Clause 3.3 in the RFP Document) are liable to be rejected summarily without assigning any reason and no claim whatsoever on any account will be considered in such cases of rejection.
- (viii) The Bidder selected for the tender of “Development of Integrated Solid Waste Management in the Wards under Territory (1)” shall not be eligible for participation in the tender process for “Development of Integrated Solid Waste Management in the Wards under Territory (2)”.

2.4 Amendment of RFP

- 2.4.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by Bidders, modify the terms of this RFP by the issuance of any addendum/corrigendum.
- 2.4.2 In order to provide the Bidders a reasonable time for taking an addendum or corrigendum into account, or for any other reason, the Authority may, in its sole discretion, extend the

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Bid Due Date.

2.5 Pre-Bid Meeting

- 2.5.1** A Pre-Bid Meeting will be held online on the date specified in the RFP (Schedule of Bidding Process). Bidders are invited to attend the Pre-Bid Meeting, and their designated representative(s) are also welcome to participate through online mode.
- 2.5.2** Bidders intending to attend the Pre-Bid Meeting may attend the meeting through the link [\[https://meet.google.com/ecb-spgt-pur\]](https://meet.google.com/ecb-spgt-pur).
- 2.5.3** The purpose of the Pre-Bid meeting is to provide Bidders with an opportunity to clarify any queries or concerns they may have regarding the Project, Project site, and RFP document.
- 2.5.4** Following the Pre-Bid Meeting, the terms and conditions of the RFP document will be finalized, with or without amendments, as applicable.
- 2.5.5** Attendance at the Pre-Bid Meeting is not mandatory, and non-attendance will not result in disqualification. However, all Bidders will be bound by the terms and conditions of any Addendum(s) issued, regardless of their attendance at the Pre-Bid Meeting.
- 2.5.6** Municipal Corporation Amritsar reserves the right to extend the Deadline for Submission of Bids at its sole discretion.
- 2.5.7** Pre-Bid Meeting Details:
Date: [\[10/06/2025\]](#)
Time: [\[11:00 AM\]](#)
Link: [\[https://meet.google.com/ecb-spgt-pur\]](https://meet.google.com/ecb-spgt-pur)
Contact Information: Email: mohmcasr@gmail.com, Phone: +91 84270-52800

2.6 Preparation and Submission of Bids

2.6.1 Language and Currency

- 2.6.1.1** The Bid and all related correspondence and documents shall be written 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 an appropriate translation into English. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

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2.6.1.2 The currency for the purpose of the Bid shall be **Indian Rupee (INR)**.

2.6.2 Validity of Bid

2.6.2.1 The Bid shall indicate that it would remain valid for a period 180 (One Hundred Eighty Days) from the Bid Due Date (Bid Validity Period). The Authority reserves the right to reject any Bid that does not meet this requirement.

2.6.2.2 Prior to expiry of the original Bid Validity Period, the Authority may request the Bidders to extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Bid but would be required to extend the validity of its Bid Security for the period of extension.

2.7 Bid Security

2.7.1 The Bidder will be required to deposit, along with the Bid, a Bid Security of INR 2% of the Estimated Project Cost i.e., INR 6.60 Cr. through E-Payment Only. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

2.7.2 The Bid Security shall be returned to unsuccessful Bidder(s) within a period of thirty (30) days from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner stipulated in the Concession Agreement.

2.7.3 The Bid Security shall be forfeited in the following cases:

- If the Bidder fails to meet the requirements and provision of the RFP;
- If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period; and
- If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by the Authority.
- For grounds provided in the Bid Security.

2.7.4 Bidder(s) may note that the Authority will not entertain any deviations to the RFP Document at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidder(s) will be unconditional and unqualified and the Bidder(s) would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the Agreement. Any conditional Bid shall be regarded as non-responsive and would be liable for rejection.

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2.8 Correspondence

2.8.1 All necessary correspondence/enquiries in hard copies should be submitted to the following in writing by fax/post/courier:

Attn. of	The Health Officer
Address	Municipal Corporation Amritsar Ranjit Avenue, C-Block, District- Amritsar, Punjab – 143001
Phone/Fax No.	+91 84270-52800
Email-Id	mohmcasr@gmail.com

2.8.2 No interpretation, revision, or other communication from the bidders regarding this solicitation shall be valid unless it is in writing and is signed by the Authorized signatory. The Authority may choose to send to all Bidder(s) or will upload on the website /portal written copies of responses, including a description of the enquiry.

2.9 Format and Signing of Bid

2.9.1 The Bidder shall provide all the information sought under this RFP and upload the same online as a part of its online submission of Bid as well as by way of physical submission of original copy of the Enclosures of Bid, as specified in this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Any and all conditional Bids shall be liable to be summarily rejected.

2.9.2 The Physical hard copy of the Technical Bid shall be submitted by the Bidder in the following two separate envelopes:

- i.** Proof of deposit of Bid Security & Bid Document Fee - **Envelope 'ED'**
- ii.** All the documents in support of eligibility criteria and Technical Bid containing all information and documents - **Envelope 'TI'**

The envelopes 'ED' and 'TI' shall be kept in a big outer envelope, which shall also be sealed.

In the first instance, the Envelope - 'ED and TI' of all the Bidders shall be opened in the presence of such bidders who either themselves or through their representatives choose to be present. After that the online Financial Bid will be opened as per schedule.

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

2.9.3 The online submission of the RFP shall be submitted by the bidder in the following three separate envelopes:

Envelope 'ED' - Bid Security Deposit Envelop

The online Bid Security Envelope shall contain reference details of the Bid Security Deposit through e-payment & Bid Document Fee instrument and scanned copy of documents.

Envelope 'TI' - Technical Bid Envelope

The online Technical Bid Envelope shall contain the information and scanned copies of the Documents/Certificates as required to be submitted supporting eligibility criteria and technical Bid.

Envelope 'CI' – Financial Bid Envelope

To be only submitted (mandatory) online- "Information related to Price Bid of the Tender". Price bid should not be submitted in the form of hard copy.

The bidder can submit their Bid Documents as per the dates mentioned in the schedule above, subject to the following conditions:

- a. The Bid Document without Bid Security money will not be opened.
- b. The Bid Document of the bidder who does not satisfy the Pre-Qualification and Technical Bid Criteria in the bid documents is liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.

2.9.4 The Bid submitted by the Bidder shall remain open for acceptance during the Bid Validity Period. If any bidder withdraws his Bid before the said period, any modifications in the terms and conditions of the Bid, the said Bid Security shall stand forfeited. Bids would require to be valid for 6 months from the date of closing of online bid.

2.9.5 Technical Bid Envelope shall include scanned copies of:

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- (a) Acknowledgement of RFP Document as per **APPENDIX-I**;
- (b) Covering Letter cum Project Undertaking as per **APPENDIX-II**;
- (c) Anti-Collusion Certificate as per **APPENDIX-III**;
- (d) Bid Security and Bid Document Fee Details as per **APPENDIX –IV**;
- (e) Format for Not Being Blacklisted or Debarred as per **APPENDIX-V**;
- (f) Power of Attorney for signing of Bid as per the format at **APPENDIX-VII**;
- (g) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at **APPENDIX-VIII**;
- (h) Company Incorporation Certificate;
- (i) Company PAN card;
- (j) Company GST No;
- (k) Company Memorandum of Association (MOA);
- (l) Company Articles of Association (AOA);
- (m) Company TAN Certificate;
- (n) Details of Bidders as per **ANNEXURE – I**;
- (o) Financial Capacity of the Bidder as per **ANNEXURE – II**;
- (p) Financial Capacity Documents/Certificates as mentioned in Clause 3.3
- (q) Summary of Eligible Projects as per **ANNEXURE – III**;
- (r) Details of Eligible Projects as per **ANNEXURE – III (A)**;
- (s) Technical Capacity Documents/Certificates as mentioned in Clause 3.2
- (t) Environment, Health & Safety Management Plan as per **ANNEXURE – IV**;
- (u) Statement of Legal Capacity as per **ANNEXURE – V**;
- (v) Joint Bidding Agreement as per the format set out in **ANNEXURE – VII**;
- (w) Detailed Technical Proposal as per **Annexure-VIII**;

2.9.6 Financial Bid as per the format set out in **ANNEXURE – VI**.

Component	Rate (INR/Ton)
Tipping/Processing Fee for Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)]	<i>INR/Ton</i> (Including GST*) (The tipping/processing fee will be revised every year* at a rate of 5% or as

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	per the inflation adjustment procedure, whichever is less)
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**Year means Financial Year (FY) from 1 April to 31 March. If COD is achieved between 01 April and 31 December, increase would be applicable from ensuing FY. However, in case COD is achieved between 01 January and 31 March, increase would be applicable in next-to-next FY.*

For the avoidance of doubt, the Financial Bid shall only be submitted online as per the provision of this RFP and there shall be no physical submission of such Financial Bid. Physical submission of the Financial Bid shall lead to the Bid being summarily rejected.

2.9.7 After the online submission, the physical hard copy submission of following original documents should be done by the bidders as per the mentioned dates in Clause 2.2.1 – Schedule of bidding:

- i. Bid Security & proof of Bid Document Fee deposit.
- ii. Documents/Certificates mentioned in Clause 2.9.5 except Financial Bid

Note: In case, bidder fails to submit the hard copy of the technical bid within the stipulated timeline, the bid shall be summarily rejected without further consideration.

2.9.8 Other Documents: The Bidder must enclose the following with the bid:

- Experience Certificate(s) along with Agreement/ Work Order of the project shall be furnished in support of Project claimed for Technical Capacity, clearly stating experience of collection & transportation and processing & disposal of municipal solid waste.
- Certificate(s) from its statutory auditors/Chartered Accountant in support of its Financial Capacity.
- The Bidder should submit charter document or board resolution in favour of the executant to support the Power of Attorney. In the case of a Consortium, the Members should submit a charter document or board resolution in favour of executant to support the Power of Attorney in favour of the Lead Member.

2.9.9 Envelopes should be sealed and stamped in a single envelope, earmarked with

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**“BID SUBMISSION DOCUMENTS FOR DEVELOPMENT OF INTEGRATED
SOLID WASTE MANAGEMENT FOR MUNICIPAL CORPORATION AMRITSAR
[TERRITORY (2)] THROUGH PUBLIC PRIVATE PARTNERSHIP”**

“TO BE OPENED BY TENDER OPENING COMMITTEE ONLY”

AND “SUBMITTED BY”

“NAME, ADDRESS AND CONTACT NO. OF THE BIDDER”

2.9.10 The envelope shall be addressed to:

Attn. of	The Health Officer
Address	Municipal Corporation Amritsar Ranjit Avenue, C-Block, District- Amritsar, Punjab – 143001
Phone/Fax No.	+91 84270-52800
Email-Id	mohmcasr@gmail.com

2.9.11 If the envelope is not sealed and marked as instructed above, the Bid may be deemed to non- responsive and would be liable for rejection. The Authority assumes no responsibility for the misplacement or premature opening of such Bid submitted.

2.10 Bid Due Date

2.10.1 Bids should be submitted before the Bid Due Date mentioned in the Schedule of Bidding Process, to the address provided in Clause 2.9.10 in the manner and form as detailed in this RFP Document. Applications submitted by either facsimile transmission or telex will not be acceptable.

2.10.2 The Authority, at its sole discretion, may extend the Bid Due Date by issuing an Addendum.

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2.11 Late Bids

Any Bid received after the Bid Due Date will be returned unopened to the Bidder by the Authority.

2.12 Modification and Withdrawal of Bids

The Bidders are not allowed to modify or withdraw the Bids; once they are submitted.

2.13 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the shortlisted Bidder(s) shall not be disclosed to any person not officially concerned with the process. The Bidder will treat all information submitted as part of Bid in confidence and will ensure that all who have access to such material treat it in confidence. The Bidder will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

2.14 Clarifications

To assist in the process of evaluation of Bids, the Authority may, at its sole discretion, ask any Bidder for clarification on its Bid. The request for clarification and the response shall be in writing. No change in the substance of the Bid would be permitted by way of such clarifications. However, such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose.

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

All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and

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submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

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2.15 Correspondence with the Bidder

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

3. Eligibility of Bidder

3.1 Basic pre-qualification criteria:

- 3.1.1** The Bidder may be a single entity or a group of entities (the “Joint Venture/Consortium”), coming together to implement the Project.
- 3.1.2** A Bidder may be a natural person or a body corporate including but not limited to a company incorporated under the Companies Act, 1956/2013 or under the applicable laws of the jurisdiction of its origin or a society registered under the Societies Registration Act, 1860 or any other applicable governing law or a trust registered under the Indian Trusts Act, 1882 or any other governing law for public trusts or a partnership, limited liability partnership or a sole proprietorship registered under the relevant applicable governing law or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/Consortium subject to the conditions set out in the RFP.
- 3.1.3** Total number of members in a Joint Venture/Consortium shall not exceed three (3).
- 3.1.4** Lead Member of the JV/Consortium shall have shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV until expiry of the 3-year period from the COD and shall have minimum 26% (twenty six percent) of the paid up and subscribed equity during the remaining Concession Period.
- 3.1.5** All other members of the Consortium, apart from the Lead Member comprising the Consortium shall hold equity shareholding not less than 10% (ten percent) of the paid up and subscribed equity of the Concessionaire until expiry of 3 years from COD as per the terms of this RFP and the Concession Agreement and thereafter any non-Lead Member of the Consortium may request to exit the Consortium by submitting a written request to the Concessioneing Authority. The Concessioneing Authority shall review and approve such request within 120 days, subject to the condition that the exiting member is replaced by a new entity that matches the capacity and expertise along with the equity of the exiting member. The exit and replacement of a non-Lead Member shall be permitted only once during the Concession Period and shall be subject to the prior approval of the Concessioneing Authority.

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- 3.1.6** The Bid should include a brief description of the roles and responsibilities of individual members of the JV/Consortium, particularly with reference to financial, technical and operation and maintenance (O&M) obligations.
- 3.1.7** A copy of the Joint Bidding Agreement/Consortium should be attached to the Bid (as per format provided in Annexure VII).
- 3.1.8** 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, shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to under the Bidding Documents or otherwise. Determining the Conflict of Interest shall be the prerogative of Concessioneering Authority.
- 3.1.9** Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- a.** The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate (or any constituent thereof) is less than 25% of the paid up and subscribed capital of the other Bidder, its Member or Associate (or any constituent thereof); or
 - b.** A constituent of such Bidder is also a constituent of another Bidder; or
 - c.** Such Bidder, its member or Associate receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, loan or subordinated debt to any other Bidder, its Member or Associate thereof; or
 - d.** Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - e.** Such Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest.
 - f.** Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts either or both of them in a position to have access to each other's'

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information about, or to influence the Bid of either or each other; org. such Bidder has participated as a consultant to Municipal Corporation Amritsar or other participating ULBs in the preparation of any documents, design or technical specifications of the Project. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Concessioneing Authority in relation to the Project is engaged by the Bidder, its member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate 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 5 (five) years from the date of commercial operation of the Project.

- g.** Any entity which has been barred/ blacklisted by the Central/ State Government, or an entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid (even if the litigation is pending on the same dispute (barred / blacklisted) under the jurisdiction / arbitration/ laws), would not be eligible to submit a Bid, either individually or as member of a Consortium.

Explanation:

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

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

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

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- 3.1.10** Any entity which has been barred by the Central/ State Government, or any entity controlled by the Central/State Government, from participating in any project, and the bar subsists as on the date of Bid, the said entity would not be eligible to submit a Bid for the Project, either individually or as member of a Consortium.
- 3.1.11** A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.

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3.2 Technical Capacity Criteria:

For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder (Single Entity or Joint Venture/Consortium) shall have to fulfil the following conditions. The Bidder’s competence and capability for projects undertaken in last 10 (ten) years prior to the Bid Due Date:

Sr. No.	Parameter	Criteria
1.	The Bidder shall have experience of minimum two years of successful operations in collection and transportation (C&T Operations) of MSW in India.	<ul style="list-style-type: none">• One (1) Project of 50% of project capacity of the C&T Operations; or• Two (2) Projects of 30% of the project capacity of the C&T Operations; or• Three (3) projects of 20% of the project capacity of the C&T Operations.
2.	The Bidder shall have demonstrated experience in designing, constructing, and successfully operating and maintaining a Municipal Solid Waste (MSW) Processing Facility in India, with a minimum of two years of successful operation of Processing & Disposal.	<ul style="list-style-type: none">• One (1) MSW Processing Facility of 50% of Project Capacity; or• Two (2) MSW Processing Facility of 30% of Project Capacity; or• Three (3) MSW Processing Facility of 20% of Project Capacity

Note:

- The eligible projects claiming "the Technical Capacity" should have been executed for any Urban Local Body/ Government / Public Sector Undertakings in India with direct contract with them. No sub-contract project experience shall be considered for qualification to Technical Capacity.
- The Bidder should furnish the details of Eligible Experience for the last 10 (Ten) years immediately preceding the Bid Due Date. Certificates must be issued not below the rank of Executive Engineer or Equivalent in regard to Technical Capacity.
- The Bidder's experience in Collection & Transportation and Processing & Disposal of Municipal Solid Waste (MSW) may be demonstrated through either (a) a single project that encompasses both aspects; or (b) separate projects, one for Collection & Transportation and another for Processing & Disposal of MSW.

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- The Lead member should meet minimum 51% of the technical capacity criteria and Combined Technical experience of all Consortium/Joint Venture members (“the Lead Member” and “the other Member”) shall be considered towards qualifying and evaluation of Technical Capacity as mentioned in clause 3.2 of this RFP document.
- In case of Technical Capacity, the benefit will be according to the scope of work/role in work execution (submitted for technical capacity) as defined in the Joint venture/ Consortium agreement which was part of the Main contract agreement between Employer and JV/Consortium. In case the JV/Consortium agreement is silent or not explicit about the role and responsibility of each member, the benefit shall be in ratio of the share in the JV/Consortium agreement.

3.3 Financial Capacity Criteria

For demonstrating financial capacity, the Bidder shall have to fulfil the following conditions (the “Financial Capacity”):

- (i) The Bidder shall have an average annual turnover of at least 50% of the estimated project cost in the last three financial years (FY 2021-22, FY 2022-23 & FY 2023-24) preceding the financial year in which the bid is invited.

In the case of a Joint Venture (JV) or Consortium, the average annual turnover of the members shall be considered in proportion to their respective share in the JV/Consortium, and the combined average annual turnover of all members shall meet the minimum eligibility criterion.

- (ii) The Bidder shall demonstrate a positive net worth and shall have been a profit-making organization (with Net Profit after Tax) in each of the last three financial years (FY 2021-22, FY 2022-23 & FY 2023-24) preceding the financial year in which the bid is invited.

In the case of a Joint Venture (JV) or Consortium, each member shall individually meet the above criteria, demonstrating a positive net worth and profitability (with Net Profit after Tax) in each of the last three financial years preceding the financial year in which the bid is invited.

For the purposes of this RFP, Net Worth means:

- a. In case the Bidder is a company, the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after

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deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and

- b.** In case the Bidder is a trust or a society, the sum of available corpus and reserves.
- c.** In case for individual person shall mean: Assets (including cash)- all liabilities.
- d.** For Sole Proprietorship shall mean: Total assets-total liabilities.

(iii) Bidder shall have availability of credit facilities/ Solvency of no less than 25% of the estimated Project Cost at the time of submission of this bid. The bidder shall furnish Certificate for availability of Credit Facility/ Solvency Certificate issued from a Scheduled/ Nationalized bank for meeting the fund requirement to this effect and the Solvency certificate older than four months from Bid due date will not be accepted.

In the case of a Joint Venture (JV) or Consortium, the credit facilities/solvency of each member shall be considered in proportion to their respective share in the JV/Consortium, and the combined credit facilities/solvency of all members shall meet the minimum eligibility criteria.

Note: The Bid must be accompanied by the Audited Annual Reports of the Bidder with valid UDIN (of each Member in case of a JV/Consortium) for the last 3 (three) financial years (FY 2021-22, FY 2022-23 & FY 2023-24), at the close of the preceding financial year prior to the Bid Due Date.

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4. Bid Evaluation

4.1 Tests of responsiveness

4.1.1 Prior to evaluation of the Bid(s), the Authority will determine whether each Bid is responsive to the requirements of the RFP Document. A Bid shall be considered responsive if:

- a.** It is received as per format prescribed under the RFP;
- b.** It is received by the Bid Due Date including any extension(s) granted by the Authority;
- c.** It is signed, sealed, bound together in hard cover, and marked as stipulated in the RFP document.
- d.** It is accompanied by the Power of Attorney as specified in RFP and in the case of a Consortium, the Power of Attorney as specified in RFP.
- e.** It contains all the information and documents (complete in all respects) as requested in this RFP;
- f.** It contains information in formats specified in this RFP;
- g.** It does not contain any condition or qualification; and
- h.** It is not non-responsive in terms hereof.

4.1.2 The Authority reserves the right to reject any Bid which in its opinion is non- responsive and no request for modification or withdrawal shall be entertained by the Authority in respect of such Bids.

4.1.3 Conditional Bid shall not be considered. Any Bid found to contain conditions attached, will be rejected.

4.2 Part I – Technical Bid

4.2.1 Bidders who meet the Pre-Qualification requirements as specified in this RFP shall be considered qualified to proceed to the Technical Bid evaluation stage.

4.2.2 Technical Bid Evaluation: The Bid Evaluation Committee (BEC) shall evaluate the Technical Proposals of the Pre-Qualified Bidders. Only Bidders who meet the technical and financial capacity criteria shall be considered qualified in the Technical Bid and shall be eligible to proceed to the next stage of Financial Bid opening.

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In the event that a Bidder submits a Bid for the Project, and the Bidder does not meet the Technical or/and Financial Capacity as described under Clause 3.2 and 3.3 above, the Bidder shall be disqualified, and the Financial Bid of such Bidder shall not be opened.

4.3 Part II – Financial Bid

The Bidder with the lowest quoted rates/ton (“L1 Bidder”) for Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)] shall be deemed the Successful Bidder (Concessionaire).

5. Selection of Bidder

- 5.1** The Concessionaire shall be selected based on the Lowest Cost Selector (LCS) method, where the technically qualified bidder with the lowest financial bid (L1 Bidder) shall be awarded the tender.

The selection process shall involve:

- Technical evaluation of bids to qualify bidders.
- Opening of financial bids for technically qualified bidders.
- Award of tender to the L1 Bidder.

- 5.2** In the event that multiple Bidders quote the same rates (the "Tie Bidders"), the selection shall be made in favour of the Bidder with the higher Net Worth as on 31st March 2024.

6 Appointment of Concessionaire

- 6.1** Upon selection of the Successful Bidder, the Authority shall issue a Letter of Award (LoA) in duplicate to the Successful Bidder. The Successful Bidder shall, within seven (7) days of receipt of the LoA, sign and return the duplicate copy of the LoA to the Authority as acknowledgement. Failure to return the signed LoA by the stipulated date may result in Authority appropriating the Earnest Money Deposit (EMD) as damages, unless an extension of time is granted.
- 6.2** The issuance of the LoA shall not confer any rights upon the Successful Bidder. The Authority reserves the right to annul the award process, including the execution of the Agreement, without liability or obligation, and without providing reasons.

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- 6.3** Upon issuance of the LoA, the Authority shall release the EMD of all Bidders, except the Successful Bidder.
- 6.4** Following acknowledgement of the LoA, the Successful Bidder shall execute the Agreement within the prescribed period. The Successful Bidder shall not be entitled to seek any deviations, modifications, or amendments to the Agreement.

7 Performance Security

- 7.1** The successful bidder shall be required to submit a Performance Security equivalent to 10% value of the Estimated Project Cost in the form of Bank Guarantee to the Concessioneing Authority as per terms of the Agreement.
- 7.2** The Performance Security shall be submitted within the thirty (30) days of issuance of Letter of Award to the Successful Bidder. The Bank Guarantee shall be valid up to 180 days after the date of completion of project.
- 7.3** If the Successful Bidder fails to submit the Performance Security within the stipulated time or any extension thereof provided by the Concessioneing Authority, the Authority reserves the right to cancel the Letter of Award issued to the Successful Bidder without notice and invoke the Earnest Money Deposit (EMD) of such Successful Bidder.
- 7.4** No interest shall be payable on the Performance Security deposited with the Authority.
- 7.5** The Performance Security shall be forfeited if the Concessionaire:
- abandons or fails to perform the contract at any time during the Project Period; or
 - submits fake or bogus documents in the tender to gain the contract, resulting in termination of the contract.
 - The Performance Security shall also be forfeited if the Concessionaire fails to perform the contract at any time or in other events as provided elsewhere in the contract.
- 7.6** The Performance Security shall be released to the Concessionaire only upon fulfilment of all the following conditions:
- Successful implementation of the project as stipulated in the agreement.
 - Effective management, operation, and maintenance of all services under this agreement.

8 Viability Gap Funding/Grant:

8.1 The Special Purpose Vehicle (SPV) set up by the Selected Bidder shall be eligible to receive a capital grant ("Grant") as Viability Gap Funding (VGF) in accordance with the guidelines of the Swachh Bharat Mission (SBM) for establishing waste processing facility(s). The total admissible Grant shall be up to Rs. 2144.18 Lakhs, subject to fulfilment of the following conditions:

- **Fixed Grant:** A fixed Grant of Rs. 600 Lakhs shall be payable to the Concessionaire.
- **Composting Plant:** If the Concessionaire sets up a composting plant with a minimum capacity of 20 TPD, an additional Grant of Rs. 89.59 Lakhs shall be payable.
- **CBG Plant:** If the Concessionaire sets up a Compressed Biogas (CBG) plant with a minimum capacity of 150 TPD, an additional Grant of Rs. 1081.94 Lakhs shall be payable.
- **MRF Plant:** If the Concessionaire sets up a Material Recovery Facility (MRF) plant with a minimum capacity of 110 TPD, an additional Grant of Rs. 372.65 Lakhs shall be payable.

Note: The Authority clarifies that the Concessionaire shall have the sole discretion to determine the feasibility of the projects mentioned above and shall not be bound to implement any or all of the projects. The Grant shall be payable only upon fulfilment of the specified conditions and verification by the Authority.

8.2 The disbursement of the eligible Grant shall be tied to the achievement of specific milestones. The Grant shall be paid in the following instalments:

- Twenty percent (20%) of the eligible Grant shall be paid upon physical verification of the construction works undertaken for the waste processing facility(s), based on the bills submitted by the Concessionaire and verification by the Independent Engineer and Authority.
- Forty percent (40%) of the eligible Grant shall be paid upon receipt of the "Readiness Certificate" for the waste processing facility(s) from the Independent Engineer and verification by the Authority.
- Thirty percent (30%) of the eligible Grant shall be paid upon receipt of the COD Certificate for the waste processing facility(s), verified by the Independent Engineer and Authority.
- The final ten percent (10%) of the eligible Grant shall be paid after successful operation of the waste processing facility(s) for a period of one (1) year post-COD, as verified by the Independent Engineer and the Authority.

9 Notification and Issue of Letter of Award

The Selected Bidder shall be issued a Letter of Award within 15 days of the opening of the Financial Bid.

10 Special Purpose Vehicle ‘SPV’:

- 10.1** Where the Selected Bidder is a single entity, it shall be mandatory to incorporate a company under the Indian Companies Act, 2013 as a Special Purpose Vehicle (“SPV”) to implement the Project. The Selected Bidder shall hold shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV until expiry of the 3-year period from the COD and shall have minimum 26% (twenty six percent) of the paid up and subscribed equity during the remaining Concession Period.
- 10.2** In case the Selected Bidder is a Consortium, it shall, in addition to incorporating the SPV, comply with the following additional requirements:
- a)** Number of members in a consortium shall not exceed 3 (three).
 - b)** Subject to the provisions of sub-clause (a) above, the Bid shall contain the corporate information of each member of the Consortium.
 - c)** Members of the Consortium shall nominate one member as the lead member (who meets the technical qualification criteria) of the JV/Consortium. Lead Member shall have shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV until expiry of the 3-year period from the COD and shall have minimum 26% (twenty six percent) of the paid up and subscribed equity during the remaining Concession Period.
 - d)** All other members of the Consortium, apart from the Lead Member comprising the Consortium shall hold equity shareholding not less than 10% (ten percent) of the paid up and subscribed equity of the Concessionaire until expiry of 3 years from COD as per the terms of this RFP and the Concession Agreement and thereafter Any non-Lead Member of the Consortium may request to exit the Consortium by submitting a written request to the Concessions Authority. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under. The nomination(s) as Lead Member

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shall be supported by issuance of a Power of Attorney, as per the format at Appendix-VIII, signed by all the other members of the Consortium;

- e) SPV incorporated by the Selected Bidder shall be used for implementing the Project only and on completion of the Project shall be wound up.
- f) The Selected Bidder will have to provide SPVs Audited Account Report with the Department.
- g) The Selected Bidder shall maintain books of accounts in accordance with, Applicable Laws and provisions of the Concession Agreement.

10.3 Change in composition of the Consortium:

Any non-Lead Member of the Consortium may request to exit the Consortium by submitting a written request to the Concessioneing Authority. The Concessioneing Authority shall review and approve such request within 120 days, subject to the condition that the exiting member is replaced by a new entity that matches the capacity and expertise along with the equity of the exiting member. The exit and replacement of a non-Lead Member shall be permitted only once during the Concession Period and shall be subject to the prior approval of the Concessioneing Authority. In no circumstance, shall the lead member be allowed to leave the Project midway i.e. before completion of the Concession Period under the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause shall apply only when the Bidder is a Consortium.

11 Fraud and Corrupt Practices

The Applicants participating in the bidding process and responding to the RFP 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, the Concessioneing Authority may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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.

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Without prejudice to the rights of the Concessioneing Authority under the RFP hereinabove, if an Applicant is found by the Concessioneing 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, such Applicant shall not be eligible to participate in any tender or RFP issued by the Concessioneing Authority during a period of 2 (two) years from the date such Applicant is found by the Concessioneing 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, as the case may be.

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 the Participating ULBs who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Participating ULBs, shall be deemed to constitute influencing the actions of a person connected with the a) Bidding Process); 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 the Participating ULBs in relation to any matter concerning the Project;
- b. “fraudulent practice” means 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;

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- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Participating ULBs 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.

12 Miscellaneous

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Punjab shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. The Department, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- 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;
- Consult with any Bidder in order to receive clarification or further information;
- Pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- Retain any information and/ or evidence submitted to the Concessioneing Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- 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 the Concessioneing 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.

13 Scope of Work

- The Concessionaire shall be responsible for door-to-door collection of waste in segregated manner from all waste generators i.e., households, commercial establishments, bulk waste generators, and other waste-generating entities within the territory. The Concessionaire shall be responsible for segregating the waste at the source/source point (i.e., at the time of collection from the Waste Generators) and ensuring that the segregated waste is placed in the respective compartments of the collection vehicle designated for different types of waste.
- The Concessionaire shall deploy adequate numbers of covered vehicles, including but not limited to mini tippers, compactors, trolleys, and e-rickshaws, with separate compartments for each waste stream.
- Concessionaire shall implement IT-enabled collection and transportation system by deploying handheld GPS-enabled devices for waste collectors, pasting QR codes on each waste generator of the Territory-1 and scanning QR codes for ensuring waste collection.
- The Concessionaire shall ensure that vehicles used for collection and transportation of waste are covered and compartmentalized to prevent waste mixing and spillage, meet pollution and safety standards, operated by trained personnel and GPS tracking systems are installed in all vehicles.
- The Concessionaire shall ensure zero open dumping of waste and no garbage vulnerable points (GVPs) across the territory, establish regular monitoring and supervision mechanisms to prevent open dumping and be responsible for the collection, transportation, and safe disposal of sanitary waste, domestic hazardous waste, drain silt, and road sweeping waste.
- The Concessionaire shall collect waste from Bulk Waste Generators (BWG) in accordance with their specified preference, which may include collection of either the entire waste stream or dry waste only, as determined by the BWG.
- The Concessionaire shall carryout all necessary studies, survey for assessment of site conditions for site development and construction of waste processing facility(s). The Concessionaire shall prepare Technical Feasibility Report (TFR) for setting up of waste processing facility(s).
- The Concessionaire shall design, build, operate and maintain the waste processing facility(s) as per SWM Rules, 2016 other applicable laws;

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- The Concessionaire shall set up all necessary infrastructures including plant, building, machinery, temporary storage shed, and other necessary utilities as required.
- The Concessionaire shall install a fully electronic, tamper-proof, automatic weighbridge system at the waste processing facility(s). The weighing system shall be integrated with an online backup server for real-time data storage. The data shall be automatically recorded and made available to Authority upon request.
- Weighing shall be conducted for the daily incoming waste which is going to be processed and by products before going out of the waste processing facility(s) for sell/disposal.
- The Concessionaire shall be responsible for processing and disposing of the daily waste in accordance with applicable laws and regulations, utilizing its chosen methods and technologies, which may include decentralized or centralized processing, for the entire duration of the Concession Period.
- The method and technology adopted by the Concessionaire to process and dispose the waste shall follow all applicable standards as per prevailing regulations of CPCB, SPCB and SWM Rules 2016 and as amended thereof.
- The Authority shall provide approximately one (1) acre of land in the territory for the Parking of vehicles and half of the Bhagtanwala dumping site for establishment of waste processing site . The Concessionaire shall be solely responsible for identifying, acquiring, or leasing any additional land required for setting up the waste processing facility(s), at its own cost and expense.
- The Concessionaire shall comply with proprietary rights, licenses, agreements and permissions for materials, methods, processes, and systems used or incorporated in the Project.
- The Concessionaire shall obtain all necessary statutory clearances/permissions.
- The Concessionaire shall ensure that the work have to be executed in accordance with the drawings (prepared by Concessionaire) and approved by the competent authority and shall have to meet high standards of workmanship, safety and security.
- The Concessionaire shall ensure that the waste processing facility(s) commences within three (3) months from the date of signing of the Concession Agreement and is fully operational within six (6) months from the said date. During the aforementioned period, the Concessionaire shall submit monthly progress reports to the Authority, detailing the progress made towards achieving the operational milestones.

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- The Concessionaire shall sell/dispose of all by-products derived from the processing of Municipal Solid Waste (MSW).
- The Concessionaire shall market and sell recyclable materials recovered from the waste processing facility(s), in compliance with applicable laws and regulations.
- The Concessionaire shall be responsible for treating and disposing of the leachate generated from the waste processing facility(s) in accordance with applicable environmental laws, regulations, and standards.
- The Concessionaire shall make its own arrangements for the disposal of post-processing rejects/inert materials/residues and ensure that such inert waste is disposed of in an environmentally safe and responsible manner.
- The Concessionaire shall be responsible for and borne all penalties and levies arising from non-compliance with applicable laws and regulations during the Concession Period.
- The Concessionaire shall establish and maintain a Grievance Redressal Cell & Command Centre within the designated territory and provide a toll-free number for complaint/grievance redressal.
- The Concessionaire shall maintain a register and records of all grievances received, along with details of the actions taken and resolutions provided.
- The Concessionaire shall collect user charges from all waste generators i.e., households, commercial establishments and other waste generators within the territory, as per rates fixed by the Municipal Corporation Amritsar.
- The collected user charges shall be the property of the Concessionaire.
- The Concessionaire shall maintain daily records (digital inventory management system for each segregated waste fraction) of quantum of incoming, processed waste, rejects, products in the formats approved by Independent Engineer /Authority. The monthly report shall be submitted by the Concessionaire to the Independent Engineer/Authority.
- The Concessionaire shall conduct capacity building workshops and awareness campaigns for source segregation of waste in the Project Area in association with the Authority.
- The Concessionaire shall be responsible for water and electricity required to be consumed during the period of construction and O&M of the waste processing facility(s).
- The Concessionaire shall prevent odour generation, prevent off-site migration of gaseous emissions nearby waste generators and project site. Ambient air quality at the site and in

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the vicinity shall be monitored to meet the specified standards as per CPCB and SPCB rules and regulations, SWM rules 2016 and other applicable laws/rules.

- The Concessionaire shall endeavour & ensure running of the system for at least 330 days in a year during which the processing of Municipal Solid Waste (MSW) shall not be stopped for the reasons other than mentioned below: -
 - Any Power shutdown.
 - Any Electrical breakdown.
 - Due to any other reasons specified by the ULB

Even in the cases mentioned above, the restoration of the system should be done with least interruption.

- The Construction and manufacturing defects during the concession period shall be attended by the Concessionaire at his own cost.
- Tools and tackles required for operation and maintenance should be provided by the Concessionaire.
- Tightening of foundation bolts, checking of oil, lubricating, greasing, preventing leakage, cleaning the equipment every day or as required should be ensured.
- The Concessionaire is expected to employ reserve operators in performance of contract consequent to labor regulations/statute on working of personnel on National Holidays etc., and also on any day when operator(s) is/are absent from duty.
- The operating personnel shall have thorough knowledge of safety precautions during emergency cases and also be conversant with the rules/regulations, IE Act/ Rules and Indian Factory Act/Rules.
- The Concessionaire shall provide a Notice Board on which the precautions to be taken by operation and maintenance staff have to be exhibited.
- A daily record should be maintained for any further inspection.
- Daily charts of the personnel are to be displayed in the premises. The IE/Authority can inspect the attendance on the basis daily charts.
- The Concessionaire shall erect at least (1) signboard with details (capacity, contact details and signage) about the waste processing facility(s) in local language, Hindi and English of a size not less than 2 ft. by 4 ft. each, adjacent to the main entrance in a manner that is ordinarily visible to any person using such entrance.

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- The Concessionaire shall display layout at the entrance and indicate warning signs in the waste processing facility(s).
- The Concessionaire shall also set up a board displaying the air quality parameters at the waste processing facility(s).
- The workers involved in MSW handling shall be provided with gloves, masks, uniforms, aprons, and other Personal Protective Equipment (PPE).
- The Concessionaire shall submit regular monthly reports on waste collection, transportation, vehicle movement, user charges collection, processing, and disposal.
- The Concessionaire shall, at its own cost, install and maintain CCTV cameras at the waste processing facility(s), at locations designated by the Authority. The Concessionaire shall provide real-time live feed from such CCTV cameras to the Authority, for monitoring purposes. The Concessionaire shall also maintain a backup of the CCTV footage for a minimum period of six (6) months.
- The Concessionaire shall adopt digital Management Information Systems (MIS) and dashboard systems, as well as advanced AI systems, to track operations in real-time.
- The Concessionaire shall develop an app to track and monitor the work, allowing both the Concessionaire and the Authority to monitor progress.
- The Concessionaire shall deploy a patrol team to monitor waste collection, drain silt/road sweeping waste lifting, and GVP removal. The team details should be shared with the Authority, and they will conduct daily patrols in Territory-1.

14 Concession Period

The Concession Period for the Project shall be Ten (10) years, extendable by up to three (3) years, commencing from the Effective Date of the Concession Agreement. The Concessionaire shall adhere to the following timelines: commence 100% door-to-door collection and transportation within one (1) month, initiate waste processing within three (3) months, and achieve full operational status of the waste processing facility(s) within six (6) months from the date of signing of the Concession Agreement.

15 Details of Territory (2)

The Territory (2) contains the following 44 Wards of Municipal Corporation Amritsar:

- **East Zone:** Ward No. 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 43, 44, 45, 46 & 47
- **West Zone:** Ward No. 1, 2, 3, 5, 53, 77, 79, 81, 83, 85
- **North Zone:** Ward No. 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 & 51

16 Project Area and Project Site

16.1 "Project Area" shall mean and refer to the entire geographic area of Territory (2), as described in the Clause 15, within which the Concessionaire shall provide solid waste management services.

16.2 "Project Site" shall mean and refer to the land identified and acquired/leased by the Concessionaire in the vicinity of the Municipal Corporation Amritsar Half of the land at Bhagtanwala Dumping Site, for the purpose of setting up and operating the Waste Processing Facility(s).

17 Obligations of the Authority

17.1 The Authority shall provide to the Concessionaire, on a leasehold basis, half of the land parcel measuring approximately 1 Acre, located within the designated territory, for the purpose of waste management services.

17.2 The Authority shall pay the Tipping/Processing Fees to the Concessionaire on a monthly basis, as per the agreed-upon terms and conditions. The payments shall be made within the timeframe specified in the Agreement.

18 Payment Terms

18.1 Tipping/Processing Fee

The Concessionaire shall be entitled to receive a Tipping/Processing Fee, denominated in Indian Rupees (INR) per ton of Municipal Solid Waste (MSW) collected and processed at the facility, as specified in the Concession Agreement. The Tipping/Processing Fee shall be allocated as follows: 40% (forty percent) for Collection and Transportation services and 60% (sixty percent) for Processing and Disposal of waste.

18.2 Monthly Billing and Payment

18.2.1 The Concessionaire shall submit a monthly bill for the Tipping/Processing Fee, along with all supporting documents, to the Independent Engineer by the 5th day of each month.

18.2.2 The monthly payment to the Concessionaire shall be calculated as follows:

Monthly Payment = (Total Quantum of MSW Received and Processed at Waste Processing Facility(s) in a Month x Finalized Per Ton Rate) - Penalties/Liquidated Damages

Where:

- "Total Quantum of MSW Received and Processed in a Month" means the total quantity of MSW received and processed by the Concessionaire at the waste processing facility during a month, as verified by the Independent Engineer.
- "Finalized Per Ton Rate" means the tipping/processing fee per ton of waste, as specified in the Concession Agreement.
- "Penalties/Liquidated Damages" means any penalties or liquidated damages levied on the Concessionaire in accordance with the Concession Agreement.

18.2.3 Within 30 days of receiving the verified monthly bill from the Independent Engineer, the Authority shall disburse 80% of the bill amount to the Concessionaire.

18.2.4 The remaining 20% of the bill amount shall be released after deduction of penalties, if any, along with the payment of the subsequent bill.

18.2.5 Until the Concessionaire achieves the Commercial Operation Date (COD) of the waste processing facility, the Authority shall pay 40% of the submitted monthly bill to the Concessionaire, and the same shall be paid accordance with the formula specified in Clause 18.2.2. The balance 60% payment shall be done only after the Concessionaire process & dispose the equal quantum of waste dumped at the dumpsite during the construction period.

18.2.6 All payments shall be made through electronic transfer to the Concessionaire's designated bank account.

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18.2.7 Any disputes or disagreements regarding the payment terms shall be resolved through the dispute resolution mechanism specified in the Concession Agreement.

18.3 Escalation/Revision in Tipping/Processing Fee

- The tipping/processing fee will be revised every year* at a rate of 5% or as per the inflation adjustment procedure, whichever is less.

**Year means Financial Year (FY) from 1 April to 31 March. If COD is achieved between 01 April and 31 December, increase would be applicable from ensuing FY. However, in case COD is achieved between 01 January and 31 March, increase would be applicable in next-to-next FY.*

- **Inflation Adjustment Procedure** - To give effect to inflation/deflation in the quoted tipping fees following procedure shall be adopted.
 - (i) Various cost components in quoted tipping fees are assumed as follows:
 - a. 15% of Tipping/Processing Fees towards Fuel component (— W 1—)
 - b. 40% of Tipping/Processing Fees towards Labour component (— W 2—)
 - c. 25% of Tipping/Processing fees towards rest of component(—W3—)
 - (ii) Following Formula shall be used for the revision of Tipping Fees:

$$T_n = ((T_0 * W_1 * D_1 / D_0) + (T_0 * W_2 * L_1 / L_0) + (T_0 * W_3 * WPI_1 / WPI_0)) + (0.20 * T_0)$$

Wherein:

T_n= Revised Tipping Fees

T₀= Base Tipping Fees

D₀= Base Diesel price

D₁= Revised Diesel price as notified by the Ministry of Petroleum and Natural Gas or Indian Oil Corporation (Whichever is lower) as on day of revision

L₀= Base Unskilled Adult Male Wages (in line of Minimum Wage Act. notified by Government)

L₁= Revised Unskilled Adult Male Wages (In line of Minimum Wage Act, notified by Government as on day of revision)

WPI₀= Base Monthly Wholesale Price Index (All Commodities) Rate published by Office of the Economic Advisor, Government of India on Monthly basis

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WPI1= Monthly Wholesale Price Index (All Commodities) published by Office of the Economic Advisor, Government of India on 15th Day of previous month of Revision Date

W1= Tipping Fees which is 0.15;

W2= Weightage of Labor component in the overall Tipping Fees which is 0.40.

W3= Weightage of Rest of the components in the overall CTC which is 0.25

Base Values Shall be the corresponding values in the previous year of revision year.

Base Diesel Price (D0) = Diesel price as notified by the Ministry of Petroleum and Natural Gas or Indian Oil Corporation (Whichever is lower) on the same day as of D1 in previous year.

Base Unskilled Adult Male Wages (in line of Minimum Wage Act. notified by Government) (L0) = Revised Unskilled Adult Male Wages (In line of Minimum Wage Act, notified by Government on the same day as of L1 in previous year.

Base Monthly Wholesale Price Index (All Commodities) Rate published by office of the Economic Advisor, Government of India on Monthly basis (WPI0) = Monthly Wholesale Price Index (All Commodities) published by Office of the Economic Advisor, Government of India.

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19 Key Performance Indicators

- I. Bidder will ensure minimum 330 days of plant operations in a year.
- II. Inert should not be more than 10% of the incoming waste.
- III. Environmental Parameters: Bidder will ensure dust, Air pollution & noise levels as per guidelines prescribed by CPCB/SPCB on Ambient Air Quality Standards and Noise Pollution at site and in the vicinity.
- IV. Brief Description of the Penalties & Damages are as follows:

Sr. No.	Default	Monitoring Mechanism	Cure Period	Penalty
Door-to-Door Collection & Transportation				
1	Door-to-Door Collection of MSW in segregated manner is not provided to Waste Generators	User Complaint/ Verification by Independent Engineer/ Authority	No Collection of Waste for 2 Consecutive Days	Rs. 500/- Per Day Per Waste Generator
			No Collection of Waste for 5 Consecutive Days	Rs. 1000/- Per Day Per Waste Generator
2	Non-clearance of bins/ dhalao/GVP/road sweeping waste/drain silt	Spot inspection conducted by Authority/ IE/ User complaint	One day	Rs. 5000/- Per Instance*
3	Transportation of MSW in non-covered vehicles	Spot inspection conducted by Authority/ IE/ User complaint		Rs. 1000/- Per Instance
4	Non-operation of C&T Operations for One Day	Spot inspection conducted by Authority/ IE/ User complaint	One day	Rs. 2,00,000/- Per Day

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Sr. No.	Default	Monitoring Mechanism	Cure Period	Penalty
Waste Processing Facility(s)				
5	Weigh-Bridge is non-operational at Processing facility due to breakdown for a consecutive period of 2 days	Daily check by Authority/IE	ULB will select WB from a list of weighbridges provided by operator for weighing, located near the Project/Processing Site till the problem resolves	Rs. 5000/- Per Day after 2 days
6	Failure to achieve COD within 5 days of the Scheduled Construction Completion Date	Inspection by IE/ Authority/ Progress Report	5 days from Scheduled Construction Completion Date	1% of the Performance Security per day of delay beyond 5 days and maximum up to 60 days.
Disposal of Inert/Processing rejects				
7	Delayed Disposal of Inert/Residual Waste	Inspection conducted by Authority/ IE	Fails to dispose of inert/residual waste in an environmentally safe manner within 15 days from its production	For each day of delay beyond the 15-day period, a penalty of Rs. 50,000/- per day shall be imposed.
8	Inert/ Residual waste greater than 10%	Weighment Slips/ Daily Reports/ Inspection	-	For every ton of increase beyond 10% of incoming waste, an amount equivalent to 2.5 times of per ton processing fee

REQUEST FOR PROPOSAL

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

Sr. No.	Default	Monitoring Mechanism	Cure Period	Penalty
				<p>payment made on Processing.</p> <p>In the event Tipping/Processing fee quoted by selected operator is zero, penalty shall be imposed at the rate of Rs 2500/ ton.</p>
Complaint Redressal				
9	Improper working of Command Centre Centre/Complain Redressal Cell/ Toll Free Number: Down time exceeds 3 hours per day	Inspection by Authority/IE	3 hours	Rs. 5000/- Per Hour after 3 Hours

Note: * “Instance” shall mean the period of Four (4) Hours.

- V. Notwithstanding anything to the contrary contained herein, in the event the plant is non-operational for more than 30 days apart from the scheduled maintenance then the same shall be construed as Concessionaire Event of Default, which shall make this Agreement liable for termination.

REQUEST FOR PROPOSAL

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

20 Project Implementation Schedule

Sr. No.	Particulars	Timeline
1	Date of Issuance of Letter of Award	T
2	Acceptance of Letter of Award	T+7 Days
3	Submission of Performance Security	T+30 Days
4	Signing of Concession Agreement	T+30 Days (T2)
5	COD of D2D Collection & Transportation	T2+1 Months
6	COD of Waste Processing Facility(s)	T2+3 Months
7	100% (Full) Operational Functionality Waste Processing Facility(s)	T2+6 Months
8	O&M of D2D Collection & Transportation & Processing Facility	T2+10 Years (Extendable up to 3 Years)

21 Independent Engineer

- 21.1** The Concessioneing Authority shall appoint an Independent Engineer within three (3) months from the date of execution of the Agreement.
- 21.2** The Independent Engineer shall be selected by a Selection Committee comprising two-thirds (2/3) representation from the Urban Local Body (ULB) and one-third (1/3) representation from the Concessionaire.
- 21.3** The initial tenure of the Independent Engineer shall be three (3) years, which may be extended as mutually agreed upon by the parties.
- 21.4** The Concessioneing Authority shall pay all fees, costs, charges, and expenses payable to the Independent Engineer in accordance with the terms of its appointment (collectively referred to as the "Remuneration"). The Concessioneing Authority and the Concessionaire shall share the Remuneration equally on a 50:50 basis.
- 21.5** The Concessioneing Authority shall recover the pro-rated costs payable to the Independent Engineer as Remuneration from amounts payable to the Concessionaire.
- 21.6** The Concessionaire shall provide all necessary assistance and cooperation to the Independent Engineer in the discharge of its duties and responsibilities.
- 21.7** The Independent Engineer shall be responsible for monitoring and reporting on the Concessionaire's compliance with the terms and conditions of the Agreement and shall provide such other services as may be required by the Concessioneing Authority from time to time.

22 Confidential Information and Proprietary Data

22.1 Proprietary Data

All documents and other information provided by the Authority or submitted by a Bidder to the Authority will remain or become the property of the Authority, as the case may be. Bidders should not use any information provided by the Authority in connection with the Bid Process for any purpose other than for preparation and submission of their Bids.

22.2 Confidentiality Obligations of the Authority

The Authority will treat all information, submitted as part of a Bid as confidential and will require all those who have access to such material to treat it in confidence. The Authority

REQUEST FOR PROPOSAL

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

may not divulge any such information or any information relating to evaluation of Bids or the qualification of Bidders unless:

- a. such publication is contemplated under this RFP;
- b. such publication is made to any Person who is officially involved with the Bid Process or is a retained professional advisor advising the Authority or the Bidder on matters arising out of or in connection with the Bid Process;
- c. it is directed to do so by any statutory authority that has the power under law to require its disclosure;
- d. such publication is to enforce or assert any right or privilege of the statutory authority and/or the Authority or as may be required by law (including under the Right to Information Act, 2005); or
- e. in connection with any legal process.

23 Governing Law & Jurisdiction

23.1 Governing Law

The Bid Process, this RFP and the Bids shall be governed by, and construed in accordance with, the laws of India.

23.2 Exclusive Jurisdiction

The competent courts at District Amritsar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process, this RFP and the Bids.

24 Dispute Resolution

24.1 In the event of any dispute, difference, or claim arising between the Parties in connection with the Agreement for “Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)]”, the Parties shall promptly meet to resolve the issue through discussion.

24.2 A Dispute Settlement Committee, chaired by the Municipal Commissioner, Municipal Corporation Amritsar, shall attempt to settle disputes at the first stage. The authorized representative of the Concessionaire shall be permitted to participate in the dispute settlement procedure. If the Committee fails to resolve the issue within 30 days, the parties may seek redress from the Director, Local Government, Government of Punjab, whose decision shall be final and binding. Notwithstanding any dispute or reference for redressal, the Concessionaire shall continue to do the project work as stipulated in the Agreement.

REQUEST FOR PROPOSAL

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

25 Force Majeure

25.1 For the purposes of this Agreement, "Force Majeure" means any event or circumstance which is beyond the reasonable control of the Party affected, including but not limited to:

- Acts of God, such as earthquakes, hurricanes, floods, or other natural disasters
- War, terrorism, civil unrest, or other hostilities
- Fire, explosion, or other catastrophic events
- Epidemics, pandemics, or other widespread illness
- Strikes, lockouts, or other labour disputes
- Unforeseen governmental actions, regulations, or laws
- Unforeseen environmental hazards or contamination
- Any other event or circumstance which is beyond the reasonable control of the Party affected

25.2 The Party affected by the Force Majeure event shall notify the other Party in writing within 7 days of the occurrence of the Force Majeure event.

25.3 Upon notification of the Force Majeure event, the Party affected shall be relieved of its obligations under this RFP, to the extent that such obligations are affected by the Force Majeure event.

25.4 The Party affected by the Force Majeure event shall use reasonable efforts to mitigate the effects of the Force Majeure event and to resume performance of its obligations as soon as possible.

25.5 The relief from obligations under this Agreement due to a Force Majeure event shall not exceed 30 days from the date of notification.

25.6 If the Force Majeure event continues for a period exceeding 30 days, either Party may terminate this Agreement upon written notice to the other Party.

25.7 Any disputes arising out of or related to the Force Majeure event shall be resolved through the dispute resolution mechanism set forth in this RFP.

Appendices

APPENDIX I: Format for Acknowledgement of RFP Document

Date:.....

To
Municipal Commissioner
Municipal Corporation Amritsar
District- Amritsar (Punjab)

Dear Sir,

Re: Request for Proposal for Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)] through Public Private Partnership

The undersigned hereby acknowledges and confirms receipt of all parts of (Part I & Part II) the Request for Proposal (RFP) Document for the captioned Project from the Municipal Corporation Amritsar and conveys its intention to submit a Bid for the Project under Public Private Partnership.

.....Name of the Bidder

.....Signature of the Authorized Person

.....Name of the Authorized Person

Note:

- On the Letterhead of the Bidder or Lead Member of JV/Consortium.
- To be signed by the Lead Member in case of a JV/Consortium.

REQUEST FOR PROPOSAL

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

APPENDIX II: Format for Covering Letter cum Project Undertaking

Date:.....

To
Municipal Commissioner
Municipal Corporation Amritsar
District- Amritsar (Punjab)

Dear Sir,

Re: Request for Proposal for Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)] through Public Private Partnership

We have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by the Municipal Corporation Amritsar. We hereby submit our Bid for the captioned project.

We are enclosing our Bid in one (1) original, with the details as per the requirements of the RFP Document, for your evaluation.

We confirm that our Bid is valid for a period of 180 (one hundred eighty) days from (Bid Due Date).

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the Draft Concession Agreement, a draft of which also forms a part of the RFP Document provided to us.

Dated thisDay of.....,2025.

.....Name of the Bidder

.....Signature of the Authorized Person

.....Name of the Authorized Person

Note:

- On the Letterhead of the Bidder or Lead Member of JV/Consortium.
- To be signed by the Lead Member in case of a JV/Consortium.

APPENDIX III: Format for Anti-Collusion Certificate

Date:.....

To
Municipal Commissioner
Municipal Corporation Amritsar
District- Amritsar (Punjab)

Re: Request for Proposal for Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)] through Public Private Partnership

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

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

Dated thisDay of.....,2025.

.....Name of the Bidder

.....Signature of the Authorized Person

.....Name of the Authorized Person

Note:

- On the Letterhead of the Bidder or Lead Member of JV/Consortium.
- To be signed by the Lead Member in case of a JV/Consortium.

APPENDIX IV: Bid Security & Bid Document Fee Details

Bid Security & Document Fee Details	
Bid Security Amount	
Tender Fee Amount	
Bank Name	
Bank Name	
Transaction Number	
Transaction Date	

REQUEST FOR PROPOSAL

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

APPENDIX V: Format for Not Being Blacklisted or Debarred

(On Rs. 100/- Non-Judicial Stamp Paper)

- We **[Name of Bidder Company]**, having its registered office at **[Registered Office Address]** declare that:
 1. We have not been debarred or blacklisted by Municipal Corporation Amritsar or any other Municipal Corporation/Council in India.
 2. We have not been debarred or blacklisted by any Department/Board/Corporation of the Government of India or any State Government.
 3. We have not been debarred or blacklisted by any Public Sector Undertaking (PSU).
- We declare that the above statements are true and correct to the best of our knowledge and belief.
- We, **[Name of Bidder Company]**, hereby verify that the contents of this affidavit are true and correct, and we sign this affidavit in the presence of the Notary Public.

Dated thisDay of.....,2025.

.....Name of the Bidder

.....Signature of the Authorized Person

.....Name of the Authorized Person

I, **[Notary Public Name]**, Notary Public, do hereby attest that **[Name of Bidder Company]** has appeared before me and has sworn to the truth of the contents of this affidavit.

[Signature of Notary Public]

[Seal of Notary Public]

APPENDIX VII: Format for Power of Attorney for Signing of Bid

(To be executed on Stamp Paper of Rs.100/-)

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 & Residential Address) 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 (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 **Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)] through Public Private Partnership** proposed or being developed by the Municipal Corporation Amritsar including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre- Applications and other conferences and providing information/ responses to the Department, representing us in all matters before the Department, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Municipal Corporation Amritsar 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 Agreement with the Municipal Corporation Amritsar.

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....., 2025.

REQUEST FOR PROPOSAL

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

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 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 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 Apostille certificate.

REQUEST FOR PROPOSAL

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

APPENDIX-VIII: Power of Attorney for Lead Member of Consortium

(To be executed on Stamp Paper of Rs.100/-)

Whereas the Municipal Corporation Amritsar has invited applications from interested parties for the **Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)] through Public Private Partnership** (the “Project”). Whereas, , and (collectively the Consortium) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, M/s, Having our registered office at....., M/s, Having its registered office at....., M/s, Having its registered office at....., (herein after collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. Having its registered office at....., being one of the Members of the Consortium, as the Lead Member and true lawful attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and; in the event the Consortium is awarded the /contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Department, and/ or any other Government Agency or any person, in all matters in connection with or relating or arising out of the Consortium’s bid for the Project and/or upon award thereof till the Agreement is entered into with the Municipal Corporation Amritsar.

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

REQUEST FOR PROPOSAL

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF2025.

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

..... (Executants)

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

Notes:

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

Also, wherever required, the Bidder should submit for verification the extract of the charter documents 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.

Annexures

ANNEXURE-I: Details of Bidder

1. Details of Bidder

(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 for the Department:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

REQUEST FOR PROPOSAL

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

5. In case of a Consortium:

- (a) The information above (1-4) should be provided for all the Members of the Consortium.
- (b) A copy of the Joint Bidding Agreement should be attached to the Application (as per format provided in Annexure VII)
- (c) Information regarding the role of each Member should be provided as per table below:

S. No.	Name of Member	Role	Percentage of equity in the Consortium
1.			
2.			

- (d) The following information shall also be provided for each Member of the Consortium:
Name of Bidder/Member of Consortium

S. No.	Criteria	Yes	No
1.	Has the Bidder been barred by the [Central/ State] Government, or any entity controlled by it from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder been penalized due to any reason in relation to execution of a contract, in the last three years?		

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

REQUEST FOR PROPOSAL

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

ANNEXURE-II: Financial Capacity of the Bidder

Annual Turnover:

Bidder Type	Name of the Entity	Turnover in Last Three Financial Year (In INR)		Average Annual Turnover of Last three Financial Year (FY 2021-22, FY 2022-23 & FY 2023-24) (In INR)
Single Entity Bidder/ Consortium Member 1		FY 2021-22		
		FY 2022-23		
		FY 2023-24		
Consortium Member 2		FY 2021-22		
		FY 2022-23		
		FY 2023-24		

Net Worth:

Bidder Type	Bidder Name	Net Worth in Last Three Financial Year (IN INR)	
Single Entity Bidder/ Consortium Member 1		FY 2021-22	
		FY 2022-23	
		FY 2023-24	
Consortium Member 2		FY 2021-22	
		FY 2022-23	
		FY 2023-24	

REQUEST FOR PROPOSAL

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Audited Reports with UDIN for last 3 (Three) financial years preceding the financial year in which the bid is invited. The financial statements shall:
 - a. Reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - b. Be audited by a statutory auditor/ chartered accountant;
 - c. Be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. For the purposes of this RFP, the term net worth means following:
 - a. "Net worth" for company shall mean the aggregate value of the paid-up share capital and all reserves created out of profits of the company and securities premium account after deducting aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
 - i. Net Worth for Partnership Firm would mean: [Fixed Assets + Trade Receivables + Current Assets] – [Firms Loan + Current Liabilities]
 - ii. Net worth for Trust or Society would mean: - Capital/Corpus + Free Reserves.
 - iii. Net Worth for Individual Person shall mean: Assets (including cash) LESS All Liabilities.
 - iv. Net Worth for Sole Proprietorship would mean: Total Assets - Total Liabilities
3. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted (as per format provided in Annexure VII)
4. The Bidder shall provide an Auditor's certificate/Chartered Accountant certificate with UDIN specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth.
5. The bidder shall furnish Certificate for availability of Credit Facility/ Solvency Certificate issued from a Scheduled/ Nationalized bank for meeting the fund requirement to this effect and the Solvency certificate older than four months from Bid due date will not be accepted.

ANNEXURE - III: Summary of Eligible Projects

Summary Table

Name of Applicant Claiming the Project Experience:						
Sr. No.	Brief project Description	Project Award Date (Project(s) awarded in preceding 10 years from bid due date shall only be considered)	Commercial Operation Date/ Expected Date of Completion	Project Cost in INR (Cr.)	Project Capacity (MT)	Claiming Entity's Share in the Project (%)
List Eligible Projects						
1						
2						
3						

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annexure. Bidders should also refer to the Instructions below.
2. The Details of each of the works mentioned in the above table must be provided separately in Annexure III (A).
3. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

(Provide Details for Only those projects listed in Annexure-III, use separate sheet for each project)

Name of Applicant Claiming the Project Experience:	
1	Name of Project:
2	Location of Project:
3	Name of Client:
4	Client's Address & Telephone Number and Email-ID of Contact Person:
5	Project Cost (in INR Cr.):
6	Nature of works and special features relevant to this project: (Details pertinent to the Technical Criteria of this RFP shall be submitted)
7	Concessionaire Role (check one) Sole Concessionaire Consortium/Joint Venture
8	Project Capacity (MT): Your Company's share in the Project (%):
9	Date of Award:
10	Contract Duration Years Months
11	Date of COD:
12	Whether completed in specified duration, If No, reason for delay:
13	Specified Requirements:
14	Name and Professional Qualifications of applicant's Engineer-in-Charge of the work:
15	Were there any penalties/fine/stop-notice/compensation/liquidated damages imposed? (Yes/No). If Yes, give amount and explanation

- Certificate from respective clients (Not below the rank of Executive Engineer) must be furnished for each Eligible Project.

REQUEST FOR PROPOSAL

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

ANNEXURE - IV: Format for Providing Environment, Health & Safety Management Plan

The Bidder shall furnish a brief write-up of the following points:

1. Plan for mitigation of pollution during project execution work.
2. Measures to manage hazardous waste if any during the project execution.
3. Plan for Health and Safety in and around the workplace to be followed during project execution.
4. Emergency Preparedness plan
5. Measures for Fire Safety.
6. Measures for Health and safety of workers.

REQUEST FOR PROPOSAL

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

ANNEXURE - V: Statement of Legal Capacity

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

Ref.

Date:

To
Municipal Commissioner
Municipal Corporation Amritsar
District- Amritsar (Punjab)

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) 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 authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

REQUEST FOR PROPOSAL

Development of Integrated Solid Waste Management for Municipal Corporation Amritsar [Territory (2)]

ANNEXURE -VI: Format for Financial Bid

Date:

To

Municipal Commissioner

Municipal Corporation Amritsar

District- Amritsar (Punjab)

Dear Sir,

Re: Request for Proposal for Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)] through Public Private Partnership

We are pleased to submit our Financial Bid for the development of the aforesaid Project.

Sr. No.	Description	Amount in Figures (INR)	Amount in Words (INR)
1	Per Ton Tipping/Processing fee for Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)] through Public Private Partnership during the term of the Concession Agreement.		

In witness thereof, I/we submit this Financial Bid under and in accordance with the terms of the RFP Document No.

Yours faithfully

Authorized signatory

(Name & seal of the bidder)

Date:

Place:

ANNEXURE -VII: Format for Joint Bidding Agreement

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this theDay of....., 2025

AMONGST

1. Limited, a company incorporated under the Companies Act, 1956/2013 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 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 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) Municipal Corporation Amritsar hereinafter referred to as the **“Authority”** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **“Applications”**) by its Request for Proposal No. dated (the **“RFP”**) for Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)] 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
- (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 Application.

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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

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 Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be the technical/financial/O&M Member of the Consortium; and
- (c) Party of the Third Part shall be the technical/financial/O&M Member of the Consortium.

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

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First Party:

Second Party:

Third Party:

6.2 The Lead Member shall hold; (i) at least 51% shareholding in the paid up and subscribed equity of the concessionaire until expiry of 3 years from COD; and (ii) thereafter shall have minimum 26% shareholding in the paid up and subscribed equity during the remaining Concession Period. All other members of the Consortium, apart from the Lead Member, shall hold a minimum of 10% (ten per cent) or more of the paid up and subscribed equity of the SPV for a minimum period of 3 (three) years from the commercial operation date of the Project in accordance with the provisions of the Draft Concession Agreement and thereafter any non-Lead Member of the Consortium may request to exit the Consortium by submitting a written request to the Concessioneing Authority.

6.3 The lead member shall fulfil the above shareholding requirement.

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

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

- (a) Such Party is duly 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 authorised 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 organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture, or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest,

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encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates 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.

8. Termination

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 Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

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

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

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

<p>SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of</p> <p>LEAD MEMBER by:</p> <p>(Signature)</p> <p>(Name)</p> <p>(Designation)</p> <p>(Address)</p>	<p>SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of</p> <p>SECOND PART</p> <p>(Signature)</p> <p>(Name)</p> <p>(Designation)</p> <p>(Address)</p>
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SIGNED, SEALED AND
DELIVERED

For and on behalf
of **THIRD PART**

(Signature)

(Name)

(Designation)

(Address)

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.*

ANNEXURE -VIII: Format for Detailed Technical Proposal

Detailed Technical Proposal Requirements:

Bidders are required to submit a Detailed Technical Proposal for the project. The proposal should include the following chapters:

1) Technical Approach and Methodology: In this chapter, the Bidder should:

- Demonstrate their understanding of the project objectives and scope.
- Explain their technical approach and methodology for delivering the project, including the tools, techniques, and processes to be employed.
- Highlight the key challenges and problems to be addressed and their importance.
- Outline the expected outputs and deliverables, including the level of detail and quality standards.

2) Project Plan: In this chapter, the Bidder should:

- Present a detailed project plan, including process design and process flow diagrams.
- Outline the main activities, tasks, and milestones, including their duration, phasing, and interdependencies.
- Provide a project schedule, including key deliverables and completion dates.
- Ensure consistency with the technical approach and methodology and demonstrate an understanding of the Terms of Reference (TOR).

3) Organization and Staffing: In this chapter, the Bidder should:

- Propose the structure and composition of their project and operational team.
- List the main disciplines and expertise required for the project.
- Identify the key experts and proposed technical and support staff.
- Outline the roles and responsibilities of each team member.

4) Risk Assessment and Mitigation Plan: In this chapter, the Bidder should:

- Identify and assess the various categories of risks associated with the project implementation and operation phases.
- Evaluate the likelihood and potential impact of each risk.
- Propose a risk mitigation plan, including strategies for controlling and monitoring risks.
- Outline contingency plans for risks that may occur.

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5) Operation and Maintenance Plan: In this chapter, the Bidder should:

- Propose a plan for the operation and maintenance of the project deliverables.
- Outline the strategies and procedures for ensuring the continued functionality and performance of the deliverables.
- Identify the resources and personnel required for operation and maintenance.
- Ensure that the operation and maintenance plan is aligned with the project objectives and scope.
- Ensure that the O&M activities prioritize the provision of a high-quality experience for citizens and employees, including maintaining acceptable environmental conditions, adhering to health and safety standards, and providing employees with necessary training, equipment, and resources.

Note: The Bidder may be required to make a PowerPoint presentation to showcase their approach, methodology, project plan, and overall technical proposal, which will be evaluated to assess their understanding of the project.

The Technical Proposal is a critical document that will serve as the basis for the final approval of the Detailed Project Report (DPR). Therefore, all bidders are advised to exercise proper due diligence in preparing their technical proposals. The final approval of the DPR will be solely based on the Technical Proposal submitted by the bidder.

Bidders must ensure that their technical proposals include indicative costs and a detailed Bill of Quantities (BOQ) that comprehensively address the project requirements for the entire concession period of 10 years.

Bidders must clearly demonstrate how their technical proposal meets the project requirements for the Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)]. This will be a key evaluation criterion for assessing the technical proposals.