REQUEST FOR PROPOSAL FOR

Development of Waste to Compost Facility

FOR

NAGAR PANCHAYAT SARMERA

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REQUEST FOR PROPOSAL

Waste to Compost (Solid Waste Management) Project

NAGAR PANCHAYAT SARMERA

Notice Inviting Request for Proposal

NIT No:- 09/2026-27 **Dated:- 21-08-2026**

Online bids are hereby invited on behalf of Name of respective ULB NAGAR PANCHAYAT SARMERA from eligible entities for the below mentioned work:

Name of Work	Estimated Project Cost (In Cr)	Plant Capacity (In TPD)	Bid Security/ EMD	Performance Security	RFP Document Fee
Design, Build, construct, install, commissioning of compost plant of 05 TPD for wet waste along with operation and maintenance of plant for 5 years .	INR 75,27,489.00	Applicable for 05 TPD	**INR 1,51,000.00 2% of the Estimated Project Cost)**	**INR 3,76,374.00 (5% of the Project Cost)**	**Rs. 10,000.00/-**

- RFP documents can be seen on the eproc2.0 portal and downloaded from the e-portal: (State/ ULB e- portal/http://www.eproc2.bihar.gov.in) by the eligible entities registered on the portal.
- Document fee is mandatory to be paid through online mode i.e. Internet payment gateway (Credit/ Debit Card), Net banking, NEFT/RTGS.
- The prospective bidder shall be required to submit a EMD **(2% of estimated project cost)** and Performance Security equivalent to 5% value of the Project Cost in the form of Bank Guarantee/DD/RTGS/NEFT/IPG to the ULB as per terms of the Agreement.
- The RFP may be postponed, modified or cancelled at any time due to administrative reasons and no claim shall be entertained on this account
- For further details and e-tendering schedule, visit website: http://www.eproc2.bihar.gov.in

21-08-26

Executive Officer
Nagar Panchayat, Sarmera.

21.08.26

Puja Kumari 21/08/26

J.E

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NOTICE INVITING RE-TENDER NIT NO: 09/2026-27
Short-Term Tender Invitation Notice

The Executive Office, Nagar Panchayat, Sarmera Bihar invites online tender in two Bid System (Technical & Financial) on engineering, procurement and construction (EPC) more basis from eligible firms/contractors of repute for the following work:

NIT No:	09/2026-27
Name of the Work:	Design, Build, construct, install, commissioning of compost plant of 05 TPD for wet waste along with operation and maintenance of plant for 5 years EPC mode of Nagar Panchayat,Sarmera.
Estimated Project Cost (in Cr):	75,27,489.00
Bid Security/EMD (2%):	1,51,000.00
Cost of Bid Document:	10,000.00
Plan Capacity (in TPD):	05 TPD
Name of Publisher & Officer/Address:	Executive Officer, Nagar Panchayat, Sarmera
Tender Invitation Issue Date:	21.08.2026
Bid Submission Start Date:	09-09-2026
Pre-Bid Meeting Date, Time & Place:	10-09-2026, 11:30 AM-12:30 PM, at Office of Executive Officer Nagar Panchayat, Sarmera.
Bid Submission Due Date & Time:	16-09-2026 till 03:00 PM.
Physical document submission end date, time & place:	17-09-2026 till 03:30 PM, at Office of Executive Officer Nagar Panchayat, Sarmera.
Bid open date and time of online opening of documents (Mandatory Documents Technical):	18.09.2026 till 01:00 PM
Financial Bid opening date:	After the evaluation of Technical Bid.
Periods of Bid Validity:	120 Days.

- The bid forms and other details can be seen and downloaded from the website portal https://www.eproc2.bihar.gov.in
- Document fee is mandatory to be paid through online mode ie, internet payment gateway (credit/debit card), net banking, NEFT, RTGS in favor of Executive officer, Nagar Panchayat, Sarmera.
- The RFP may be postponed, modified or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.

21-08-26

Executive Officer
Nagar Panchayat, Sarmera.

Puja Kumari
21/08/26
J.E

21.08.26

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Disclaimer

1. The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of NAGAR PANCHAYAT SARMERA 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 an invitation by NAGAR PANCHAYAT SARMERA 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 NAGAR PANCHAYAT SARMERA 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 NAGAR PANCHAYAT SARMERA, 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 on its own.

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 NAGAR PANCHAYAT SARMERA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

6. The NAGAR PANCHAYAT SARMERA 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 NAGAR PANCHAYAT SARMERA 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 NAGAR PANCHAYAT SARMERA 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 NAGAR PANCHAYAT SARMERA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses

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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 contract 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 Bihar, 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 Contract Agreement.
Applicable Permits	Shall mean all clearances, licenses, permits, authorizations, 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 Contract Agreement
Contract Period	Shall mean the period of five (5) Years from date of execution of contract agreement. This may be extended further based on the past performance of the agency.
Contractor agency	Shall mean the selected bidder to implement the project and sign the contract agreement with the ULB.
ULB	Shall mean the NAGAR PANCHAYAT SARMERA
Financial Capacity	Shall have the meaning ascribed to it in Clause 3.2 (B)
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.
Project	Means Solid Waste Management project for development of compost plant as per the terms and conditions of the contract agreement.

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Project Area	Shall mean the municipal areas including other areas as notified by/under ULB of NAGAR PANCHAYAT SARMERA
Selected Bidder	Shall mean the Bidder that has been issued the Letter of Award by the NAGAR PANCHAYAT SARMERA for the Project
SWM Rules	Shall mean the Solid Waste Management Rules, 2016 notified by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986) as latest amended
Technical Capacity	Shall have the meaning ascribed it in Clause 3.2 (A)
Waste Generator	Shall mean persons or establishments generating MSW located within the jurisdiction of the ULB

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1. Introduction

1.1 Project Background

The Urban Local Bodies of NAGAR PANCHAYAT SARMERA has initiated the online bidding process for the selection of
an agency to setup a compost plant to manage/process the entire wet waste. The NPS has decided to carry out the Bidding Process (defined hereinafter) for the selection of the agency to whom the Project may be awarded.

1.1.1. The brief particulars of the Project are as follows:

Name of the Project	Capacity (in TPD)
Design, Build, construct, install, commissioning of compost plant of 05 TPD for wet waste along with operation and maintenance of plant for 5 years including the tipping fee	05 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 Participating ULB/ULBs

- Design and setup a Compost Processing Facility including pre-processing unit for processing of mixed municipal solid waste along with biological treatment of organic waste through windrow composting of proposed Designed Capacity and a Leachate Treatment/management Facility.
- The contract period will be initially of 5 years including construction period
- The construction period will be of 6 months from the date of handing over of the site free from all encumbrances and fulfilment of condition precedents.
- The agency should shred (using shredder) and compost all the compostable waste using available technology
- Managing quality testing facility and lab to address user complaints if any and maintain its record.

Current estimated MSW generation is about 05 TPD. It is expected to reach 50 TPD by 2038. The Bidder is free to carry out its own assessment of MSW generation in NAGAR PANCHAYAT SARMERA.

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1.1.3. The NPS shall receive Bid(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 Technical Evaluation Committee (TEC)

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 agency set forth in the contract agreement or NAGAR PANCHAYAT SARMERA's right to amend, alter, change, supplement or clarify the scope of Project, the Contract 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 NPS.

1.2.2 The NPS shall receive Bid(s) pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the NPS pursuant to this RFP, as modified, altered, amended and clarified from time to time by the NPS (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"**).

2. Brief description of Bidding Process

2.1 General

The NAGAR PANCHAYAT SARMERA 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 eProcurement portal. For more details, please see the information in registration info link on the home page.

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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 for the project 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 encrypted and digitally signed, therefore, the Bidders are advised to obtain DSC. The physical hard copy submission of the Technical Bid shall be in accordance with Clause 2.9.2.

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 ULB 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 take around ULBs 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 ULB reserves 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 COMPOST PLANT FACILITY.

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

S.No	Page No	RFP: Clause No	Query	Suggestion

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2.2 Schedule of Bidding Process

The NPS would endeavor to adhere to the following schedule: However, the NPS may, at its own discretion, revise or extend any of the timelines set-forth in this schedule:

2.2.1 The pre-bid meeting will be held on …….. in the office of Name of respective Govt. Agency/Dept NPS, Address NPS Office at .....hours.

2.2.2 Any queries relating to Bidding Documents should be given in favour of Name of respective Govt. Agency/Dept NPS, Address NPS Office until the pre-bid meeting.

2.2.3 Physical hard copy submission of documents mentioned in Clause 2.9.4, after online submission, will be done by the Bidders on [.....].from 10:00 AM to 05:00 PM in the office of Name of respective Govt. Agency/Dept. NPS.

2.2.4 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 of ……....., on the website http:// ..... 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 Executive Engineer of the division.

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 NPS 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 INR 10,000 only. This fee is non-refundable.

2.3.3 Submission of RFP Document Fees:

RFP document fee to be paid through online mode i.e., Internet payment gateway (Credit/ Debit Card), Net banking, NEFT/RTGS

2.3.4 Submission of Bid Security:

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The Bid Security deposit fee should be submitted in the form of online mode or Bank Guarantee or demand draft. 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 or Demand draft to be sent as per Clause 2.9.

2.3.5 Right to accept and to reject any or all Bids

(i) 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.

(ii) 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 bidder to undertake such verification shall not relieve the Bidder of its obligations or liabilities.

(iii) The authority reserves the right to reject any Proposal and fore fit the Bid Security if in case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution or during the period of subsistence of the Contract 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.

(iv) 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 selected agency either by issue of the Letter of Award ("**LoA**") or entering into of the contract Agreement, and if the Bidder has already been issued the LoA or has entered into the contract 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 Department/ ULB to the Bidder, without the authority being liable in any manner whatsoever. to the Bidder or agency, 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/ULB for, inter alia, time, effort, cost and effort of authority/ ULB, without prejudice to any right or remedy that may be available. to authority/ ULB.

(v) Further, in case disqualification or rejection occur after appointment of Selected Bidder or in case the selected bidder does not sign the contract Agreement, then the Authority shall take any such measure as it deems fit in the sole discretion of the authority, 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) Bidders must strictly abide by the stipulations set forth in notice inviting RFP and while tendering for the work, the Bidders shall only submit the bids online.

(iii) The proposal containing the Technical & Financial Bid has to be submitted mandatorily online and 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 disqualified without any notice for failing to abide by the strictly approved terms of notice inviting Proposals in response to the RFP.

(iv) O&M is mandatory to be performed by the selected agency

(v) Performance security will be forfeited in case agency withdraws from performing O&M

(vi) Performance security will retain till 2.5 years from the start of O&M

(vii) 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.

(viii) Bids which are subjective or dependent upon the quotations of another bidder shall be summarily rejected.

(ix) 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 in the RFP Document) in the RFP Document are liable to be rejected summarily without assigning any reason and no claim what so ever on any account will be considered in such cases of rejection.

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 Bid Due Date.

2.5 Preparation and Submission of Bids

2.5.1 Language and Currency

2.5.1.1. 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.

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

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2.5.2 Validity of Bid

2.5.2.1. 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.

2.5.2.2. 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.

2.6 Bid Security

2.6.1. The Bidder will be required to deposit, along with the Proposal, a Bid Security of **INR 1,51,000.00 (2% of the estimated project cost)** in the form of online mode or demand draft or a bank guarantee from a nationalized bank/Scheduled Bank in India. For avoidance of doubt, Scheduled bank shall mean a bank as defined under Section 2 (e) of the Reserve Bank of India Act, 1934. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

2.6.2. The Bid Security, if given in the format of bank guarantee shall be valid at least for the duration of the Bid Validity Period exclusive of claim period of 45 (forty-five days), and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid Security, if given in the format of demand draft shall be valid at least for the duration of the Bid Validity Period. The Bid Security would be required to be extended if so required by the Authority.

2.6.3. 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 Contract Agreement.

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

2.6.4.1. If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period; and

2.6.4.2. If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by the authority.

2.6.4.3. For grounds provided in the Bid Security

2.6.5. 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 Contract Agreement. Any conditional Bid shall be regarded as non-responsive and would be liable for rejection.

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2.7 Correspondence

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

ATTN. OF: Executive Officer, Nagar Panchayat Sarmera, Office
DESIGNATION: Executive Officer
ADDRESS: Nagar Panchayat Sarmera, Office
FAX NO: ----------
E-MAIL ADDRESS: npsarmera@gmail.com

2.7.2. No interpretation, revision, or other communication from the NPS regarding this solicitation shall be valid unless it is in writing and is signed by the Authorized signatory of the NPS. The NPS may choose to send to all Bidder(s) or will upload on the website http:/www.eproc2.bihar.gov.in written copies of responses, including a description of the enquiry.

2.8 Format and Signing of Bid

2.8.1 The Bidder shall provide all the information sought under this RFP and upload the same online as a part of its online submission of the Bid. Only the hard copies of the EMD & Document fee and original copy of the affidavit need to be submitted at NAGAR PANCHAYAT SARMERA office.

2.8.2 Technical Bid Envelope shall include scan copies of:

a) Acknowledgement of RFP Document and Notification of Intent to Submit Bid Appendix as per **APPENDIX-I**

b) Covering Letter cum Project Undertaking as per **APPENDIX- II**

c) Bid Security in the form of Bank Guarantee as per **APPENDIX –III** or demand draft (Separate Envelope - ED, as mentioned in 2. 9.2)

d) Power of Attorney for signing the Bid as per the format at **APPENDIX- IV;**

e) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at **APPENDIX-V;**

f) Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding three years at **APPENDIX – VI;**

g) Copy of the Joint Bidding Agreement, in case of joint bidding, should be attached to the Bid (as per format provided in **Annexure VI)**

h) Details of Bidders as per **ANNEXURE – I**

i) Financial Capacity of the Bidder as per **ANNEXURE – II**

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j) Details of Eligible Project as per **ANNEXURE – III**

k) Statement of Legal Capacity as per **ANNEXURE – IV**

2.8.3 Financial Bid as per the format set out in Annexure – V:

Financial Bid shall be made indicating expected Fee for executing Scope of Project as defined in the TOR. 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.

2.8.4 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 Section 2 – Schedule of bidding:

i. Bank Guarantee or Demand draft for Bid Security
ii. Power of Attorney for Authorized Signatory
iii. Power of Attorney of the Lead Member, if there is any consortium
iv. Joint Bidding Agreement in case of consortium
v. Documents/Certificates mentioned in Clause 3.2 (Bid Evaluation of this RFP)

2.8.5 Envelopes should be sealed and stamped in a single envelope, earmarked with " **Request for proposal for Development of Compost Plant facility.**

2.8.6 The envelope shall be addressed to:

ATTN. OF:	Executive Officer, Nagar Panchayat Sarmera, Office
DESIGNATION:	Executive Officer
ADDRESS:	Nagar Panchayat Sarmera, Office
FAX NO:	----------
E-MAIL ADDRESS:	npsarmera@gmail.com

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.

2.9 Bid Due Date

2.9.1. Bids should be submitted before [•]1500 hours IST on the Bid Due Date mentioned in the Schedule of Bidding Process, to the address provided in Clause 2.3.4 in the manner and form as detailed in this RFP Document. Applications submitted by either facsimile transmission or telex will not be acceptable.

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

2.10 Late Bids

Any Bid received by the authority after [•]1500 hours IST on the Bid Due Date

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will be returned unopened to the Bidder.

2.11 Modification and Withdrawal of Bids

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

2.12 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short listed Bidder(s) shall not be disclosed to any person not officially concerned with the process. The Authority 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 authority 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.

2.13 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 authority.

2.14 Proprietary data

All documents and other information supplied by the authority or submitted by the Bidder to the authority 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 submission of their Bid. The authority will not return any Bid or any information provided along therewith.

2.15 Correspondence with the Bidder

Unless as mentioned in this RFP, the authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2.16 Eligibility of Bidder

2.16.1. Basic pre-qualification criteria:

2.16.1.1 The Bidder for pre-qualification may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying as a single entity or as a member of a Consortium can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. A Bidder may be 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 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

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Agreement or under an existing agreement to form a Joint Venture/ Consortium. A Joint Venture/ Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.17.1.2 below.

2.16.1.2 Total number of members in a Consortium shall not exceed two (2). A Consortium shall be eligible for consideration subject to condition set out in RFP

2.16.2. 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, Authority 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 authority under the Bidding Documents or otherwise. Determining the Conflict of Interest shall be the prerogative of the authority.

2.16.3. 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' information about, or to influence the Bid of either or each other; org. such Bidder has participated as a consultant to the authority 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 authority in relation to the Project

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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 2.1, 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.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.17.3 shall include each member of such Consortium.

2.17 Other Documents

2.17.1 The Bidder shall enclose with its application, to be submitted as per the format mentioned in 2.9, complete with its Appendices and Annexes, the following:

i. The Bidder Shall submit work order Agreement, Completion Certificate from the Concerned clients in support of work undertaken clearly stating quantities collected/Transported/Installed capacities of the processing plant/ landfill sites designed,constructed operated & maintained

ii. Certificate(s) from its statutory auditors/Chartered Accountant in support of its Financial Capacity.

2.17.2 The Bidder should submit a Power of Attorney as per the format at Appendix-IV, authorizing the signatory of the Bid to commit the Bidder duly supported by a charter document or board resolution in favour of executant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-V, duly supported by a charter

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document or board resolution in favour of executant.

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

a) Number of members in a consortium shall not exceed 2 (two).

b) Subject to the provisions of sub-clause (a) above, the Bid shall contain the bidder information of each member of the Consortium;

c) Members of the Consortium shall nominate one member as the lead member (the **"Lead Member"**),

d) The Bid should include a brief description of the roles and responsibilities of individual members of the Consortium, particularly with reference to financial, technical and operation and maintenance (O&M) obligations;

e) A copy of the Joint Bidding Agreement should be attached to the Bid(as per format provided in Annexure VI)

f) The Selected Bidder will have to provide SPVs Audited Account Report with the Balance Sheet.

g) The Selected Bidder shall maintain books of accounts in accordance with, Applicable Laws and provisions of the Contract Agreement.

2.17.4 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.

2.17.5 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.

3. Criteria for Evaluation

3.1 Tests of responsiveness

3.1.1. Prior to evaluation of the Bid(s), the NPS 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.

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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;

h) It does not contain any condition or qualification; and

i) It is not non-responsive in terms hereof.

3.1.2. 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 Bid.

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

3.2 Bid Evaluation – Part I – Technical Bid

3.2.1 To be considered technically qualified ("Technically Qualified"), a Bidder shall have to fulfil following criteria:

A. Technical Capacity: For demonstrating technical capacity and experience: (the "**Technical Capacity**"), the Bidder shall have to fulfil the following conditions. The Bidder's competence and capability for projects undertaken in last 5 (five) financial years prior to the Bid Due Date:

S. No.	Parameter	Criteria
1.	The Bidder shall have experience of designing, construction of Waste to Compost /Municipal Solid Waste processing plant and minimum one year of successful operations and maintenance of Waste to Compost /MSW processing facility in India during the last five years preceding the Bid Due Date.	• One (1) Wet Municipal Solid Waste Processing project of 80% of Estimated Project design capacity/ MSW processing facility of 150% of the estimated project design capacity Or • Two (2) Wet Municipal Solid Waste Processing project of 50% of Estimated Project design capacity/ MSW processing facility of 120% of the estimated project design capacity Or • Three (3) Wet Municipal Solid Waste Processing project of 40% of Estimated Project design capacity/ MSW processing facility of 100% of the estimated project design capacity

*Along with above three parameters the Bidder shall submit approach and methodology for processing of solid waste

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

1. The Bidder shall be required to have average annual turnover of Rs. 23,71,000.00 (minimum 50% of the Estimated project cost) during the last three (3) financial years at the close of the preceding financial year prior to the Bid Due Date.

2. The Bidder shall be required to have minimum positive Net -Worth of at the close of the preceding financial year prior to the Bid Due Date.

For the purposes of this RFP, Net Worth means:

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

ii. in case the Bidder is a trust or a society, the sum of available corpus and reserves.

iii. For Sole Proprietorship shall mean: Total assets – total liabilities.

C. In the case of a Consortium, the combined Technical Capacity and Financial Capacity of those members should satisfy the above conditions of eligibility;

D. 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 3.2.1 (A) and (B) above, the Bidder shall be disqualified and the Financial Bid of such Bidder shall not be opened.

3.3 Bid Evaluation – Part II – Financial Bid

3.3.1 Mode of selection is Least Cost Method.

3.3.2 The shortlisted Bidders adjudged as responsive and Technically Qualified at the end of the evaluation of Part I – Technical Bid shall be notified and informed of the date and time of opening of Part II – Financial Bids.

3.3.3 Financial Bid of all the short-listed Bidders who meet the Technical Capacity and Financial Capacity evaluation criteria under Clause 3.2, shall be evaluated on the basis of the financial Bid(s) (the "**Financial Bid Parameter**") as specified in this RFP.

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3.3.4. Goods & Service Tax (GST)

GST, if applicable shall be paid by the ULBs per Applicable Laws in addition to agreed Processing Fee.

3.3.5. Financial Bid of short-listed Bidders who qualify after evaluation of Part I – Technical Bid shall be opened in the presence of the representatives of shortlisted Bidders, who choose to attend. The Financial Bid of the shortlisted Bidders shall be read out and recorded.

3.3.6. The Bidder who quotes the least cost will be declared as the selected bidder.

3.3.7. In the event that two or more Bidders quote exactly the same validated Financial Bid Parameter for the project, then the authority reserves the right either to:-,

i. Invite fresh Bids from such Bidders; or

ii. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process; or

iii. Identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tied Bidders, who choose to attend.

3.3.9 Financial information for purposes of evaluation

The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.

In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same.

3.4 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.

4 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 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.

Without prejudice to the rights of the authority under the RFP hereinabove, if an Applicant is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFP issued by the authority during

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a period of 2 (two) years from the date such Applicant is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, 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 authority/ 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 Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority/ Participating ULBs, shall be deemed to constitute influencing the actions of a person connected with the 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 Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority/ 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 threating to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the authority/ 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.

5 Pre-bid Conference

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

6 Miscellaneous

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

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The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, too.

- 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 authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- Independently verify, disqualify, reject and/ or accept 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 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

7 **Obligation of ULB**

- Identify and earmark/allocate parcel of land within the project area for the purpose of setting up of compost plant.
- Facilitate in a timely manner all such approvals, permissions and authorizations which the agency may require or is obliged to seek from ULB.
- ULB will provide consent to establish and consent to operate the agency.
- ULB will issue completion certificate to the selected agency after successful completion of the O&M period

8 **Scope of Work**

a. The Agency shall Design and build a Processing Facility for biological treatment of MSW/Wet waste on the land provided by the ULB. The land provided shall only be used for the purposes of the Project.
b. The agency shall take all Applicable Permits and approvals in sequence and comply with the provisions therein from time to time.
c. The agency shall carryout all necessary studies, survey for assessment of site conditions for site development and construction of Solid Waste Management Facility.
d. The agency shall prepare Technical Feasibility Report (TFR) for biological treatment of MSW/ Wet waste on the land provided by the ULB
e. The agency shall design and construct the Processing Facility at its own cost
f. The agency shall set up a compost facility including pre-processing facility of 05 TPD to manage/process the entire wet waste recovered from the mixed waste and shall cater to future increase in MSW generation during the Contract Period in line with the Applicable Laws including but not limited to SWM Rules, 2016.
g. Procure all machinery and equipment for the Processing Facility. The Agency shall comply with

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proprietary rights, licenses, agreements and permissions for materials, methods, processes, and systems used or incorporated in the Project.

h. The Processing Facility shall be commissioned with successful trial runs within a period of 12 months or the implementation schedule submitted in the technical proposal (whichever is minimum) from the date of signing of Contract agreement. The Agency shall submit monthly progress reports during the above period to the ULB. The agency shall operate and maintain the Processing Facility in accordance with the Applicable Laws including but not limited to management of Leachate generated from Processing Facility

i. All penalties, levies due to any non-compliance will be borne by the Agency

j. The agency shall set up a facility for treatment of leachate coming from incoming MSW, Processing Facility by biological/ chemical/ thermal technologies before disposing the leachate as per SPCB/ CPCB norms. The leachate treatment facility shall be set up in accordance with the requirement of SWM Rules, 2016.

k. The Agency shall maintain daily records of quantum of incoming, processed waste, rejects, products and product quality in the formats approved by Independent Engineer/ Project Engineer / Project Management Unit/ULB.

l. The agency shall arrange for all facilities and equipment for weighment - minimum 2 (two) electronic weighbridges with CCTV cameras, platforms etc.

m. The agency shall erect at least (1) signboard with details (capacity, contact details and signage) about the Processing Facility 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

n. The agency shall display layout at the entrance and indicate warning signs in the Processing Facility.

o. The agency shall also set up a board displaying the discharge parameters (water & air).

p. The workers involved in MSW handling shall be provided with gloves, masks, uniforms, aprons, and other Personal Protective Equipment (PPE).

q. The complete process shall be designed with the following indicative steps:

(i) < 100 mm to compost pad
(ii) Preparation of windrows & addition of decomposing microbial cultures & required moisture
(iii) Periodic Turning of Windrows
(iv) Process Monitoring and Controlling activities
(v) After four turnings, shifting of material to Monsoon Shed and air drying
(vi) Screening of composted solid waste in coarse segregation section with 35 mm and 16 mm trommel.
(vii) >35 mm fraction to RDF section
(viii) Shifting of < 16 mm compost to curing shed
(ix) < 16 mm compost will undergo 2 weeks curing process supported with aeration and turning
(x) Screening of < 16 mm compost to 4 mm trommel screen, then to magnetic separator for removal of ferrous particles and glass pieces and finally passes through a gravity separator to remove sand and silt.
(xi) The screened compost then stored in bulk
(xii) Branding and Packaging will be approved by the department.

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Bidder's KPI

I. . Bidder will ensure 330 days of plant operations

II. Inert should not be more than 20% of the incoming waste and should be handed over/transported to the earmarked site (to be informed by the authority)

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

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Penalties

Penalties & Damages

S.No.	Default	Monitoring Mechanism	Cure Period	Penalty
Waste processing				
1.	Weighbridge is non-operational at Processing facility to breakdown for a consecutive period of 4 days	Daily check		Rs. 5000 per day after 3 days (i.e. 4th day onwards)
2.	Failure to achieve operations within 30 days of the Scheduled Construction Completion Date which is 6 months	Inspection	30 days from Scheduled Construction Completion Date	1% of the Performance Security per day of delay beyond 30 days and maximum upto 90 days
Disposal of Processing Rejects/ Inert				
3	Inert/ Residual waste greater than 20% sent to earmarked site	Weighment slips/Daily reports/ Inspection	-	1 % of the Performance Security per day of delay beyond 30 days and maximum upto 90 days

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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 Agency Event of Default, which shall make this Agreement liable for termination.

9 Payment Terms

Sl. No.	Description of Work	Period of payment released	Payment to be released
1	Design, Build, construct, install, and commissioning of compost plant of 05 TPD for wet waste	After completion of civil work	30% of CAPEX
		After receiving of all equipment at the site	30% of CAPEX
		After successful commissioning	30% of CAPEX
		After 6 months of successful operation	10% of CAPEX

The contractor shall operate and maintain the facility for 5 years commencing from successful commissioning of the plant. For the performance of its operation and maintenance obligations, the agency shall be paid the operational cost (calculated as a percentage of CAPEX cost) on a yearly basis as per the details mentioned in the table below. The payment of the operational cost as quoted by prospective bidders against the percentage of quoted CAPEX shall be paid by converting the same with the processing of waste on per ton basis against the monthly processing of the waste. The payment of this operational cost will be made against the invoice of waste processed during the preceding month submitted by the selected operator on a monthly basis.

Capacity of the Compost Plant	1st Year	2nd Year	3rd Year	4th Year	5th Year
10 TPD	7%	7%	7%	8%	8%
50 TPD	7%	7%	7%	8%	8%
100 TPD	7%	7%	7%	8%	8%

10 CONFIDENTIAL INFORMATION AND PROPRIETARY DATA

10.1 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.

10.2 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 may not divulge

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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.

11 GOVERNING LAW AND JURISDICTION

11.1 Governing Law

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

11.2 Exclusive Jurisdiction

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

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APPENDICES

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APPENDIX I: Format for acknowledgement of RFP document

Date:

To

.....

.....

.....

Dear Sir,

Re: Construction of Compost Plant.

The undersigned hereby acknowledges and confirms receipt of the Request for Proposal (RFP) Document for the captioned Project from the ..... and conveys its intention to submit a Bid for the Project on EPC mode.

.....

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

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

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APPENDIX II: FORMAT FOR COVERING LETTER CUM PROJECT UNDERTAKING

Date:

To

.....

.....

.....

Re: **Construction of Compost Plant at NAGAR PANCHAYAT SARMERA.**

Dear Sir,

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

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 Contract Agreement, a draft of which also forms a part of the RFP Document provided to us.

Dated this .....Day of.....,

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

On the Letterhead of the Bidder

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APPENDIX- III: PROFORMA OF BANK GUARANTEE FOR BID SECURITY

B.G No. Dated:

1. In consideration of you, the ....., having its office at ....., Name of State having agreed to receive the Bid of _____ [a company registered under provision of the Companies Act, 2013] and having its registered office at _____[and acting on behalf of its consortium] (herein after referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the development of Solid Waste Management Processing Facility for ..... (here in after referred to as "the Project"). Pursuant to the RFP document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (herein after referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the ..... an amount of INR .....Lakh (.....) as bid security (herein referred to as the **"Bid Security"**) encashable/ payable at any of our branches including our [*insert branch address .....*] branch at ..... as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the.....stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the ..... is disputed by the Bidder or not merely on the first demand from the ..... stating that the amount claimed is due to the .....by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. **********/- (Rupees **********only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (One hundred Eighty days) from the Bid Due Date inclusive of a claim period of 45 (Forty Five) days or for such extended period as may be mutually agreed between the..... and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the .....shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and

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conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the.....that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the..... and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the.....shall be entitled to treat the Bank as the principal debtor. The .....shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the....., and the Bank shall not be released from its liability under these presents by any exercise by the ..... of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the.....or any indulgence by the ..... to the said Bidder or by any change in the constitution of the .....or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] at .....and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the.....to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the ..... may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the..... in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations

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contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

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APPENDIX-IV: POWER OF ATTORNEY FOR SIGNING OF APPLICATION

(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 authorise Mr./Ms.(name).....son/daughter/wife of..... and presently residing at , who is presently employed with us/the Lead Member of our Consortium and holding the position of....., as our true and lawful attorney (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 Solid Waste Management Processing Facility for.....proposed or being developed by the..... 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....., representing us in all matters before the....., signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the.....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 Contract Agreement with the ..... and Designated ULB.

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

IN WITNESS WHEREOF WE, ..., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2019.

For

.....

(Signature, name, designation and address)

Witnesses:

1.

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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 Apostle certificate.

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APPENDIX-V: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed on Stamp Paper of Rs. 1000/-)

Whereas the ..... has invited applications from interested parties for the development of Solid Waste Management Processing Facility in.....(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, ... Having our registered office at.....,
M/s, ... Having its registered office at.....,
M/s, ... Having its registered office at.....,
Ms/s, ... Having its registered office at ....., (herein after collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. ..... Having our 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/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....., 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 Contract Agreement is entered into with the .....

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS

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POWER OF ATTORNEY ON THIS..... DAY OF .....,20 .....

For .....

(Signature)

.....

(Name & Title)

.....

(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.

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ANNEXURES

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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 .....:

(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:

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, as envisaged in Clause 2.18.4 (e) should be attached to the Application (as per format provided in Annexure VI)

(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.			
3.			
4.			

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(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 constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/Consortium paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

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

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ANNEXURE-II: Financial Capacity of the Bidder (In Rs. crore)

Bidder Type	Member Code	Net Worth
Single entity Bidder		
Consortium Member 1		
TOTAL		

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (Three) years preceding the Application Due Date. The financial statements shall:

a. Reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;

b. Be audited by a statutory auditor;

c. Be complete, including all notes to the financial statements; and

d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

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 Jt. Bidding Agreement shall be submitted (as per format provided in Annexure VI)

4. The Bidder shall provide an Auditor's certificate/Chartered Accountant certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth

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ANNEXURE - III: Details of Eligible Projects

Bidder/Member

Item	Particulars of the Project
Title of the Project	
Nature of the project	
Entity for which the project was constructed Developed	
Location	
Project capacity & Project cost	
Date of commencement of project/ contract	
Date of commissioning	
Equity shareholding (with period during which equity was held)	
Whether credit is being taken for the eligible Experience of an Associate (Yes/ No)	

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. A separate sheet should be filled for each Eligible Project.
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.

Certificate from respective clients must be furnished as per formats below for each Eligible Project.

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ANNEXURE - IV: Statement of Legal Capacity

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

Ref.

Date:

To

.....

.....

.....

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.....

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ANNEXURE - V: Format for Financial Bid

(To be submitted online. Submission of the hard copy of the financial bid may lead to disqualification of the bidder)

Date:

To

.....

.....

.....

Re: **Selection for agency for development of Compost Plant.**

.

Dear Sir,

We are pleased to submit our Financial Bid for selection of agency to setup a compost and disposal facilities to manage/process the entire wet waste for NAGAR PANCHAYAT SARMERA.

Sr. No	Description	Quantity	Total CAPEX cost including GST (in Figures)
1	2	3	4
1.	Design, build, construct, install and commissioning of compost plant of 05 TPD for wet waste	1	
Total CAPEX cost including GST (in Words)			

Base price excluding the applicable taxes

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:

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ANNEXURE -VI: Format for Joint Bidding Agreement

Joint Bidding Agreement

(Refer Clause 2.18.4 (e))

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. ..... Limited, a company incorporated under the Companies Act, 1956/2013[¥] 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)

WHEREAS,

(A) [.....
"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, operation and maintenance of the..... Solid Waste Management Processing Facility (the **"Project"**) through public private partnership.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(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.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

[¥] A Bidder who is registered abroad may substitute the words,viz "a company registered under the Companies Act, 1956/2013" by the words, viz "a company duly organised and validly existing under the laws of the jurisdiction of its incorporation". A similar modification may be made in Recital 2, as necessary.

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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 Contract Agreement with the Authority/Participating ULBs and for performing all its obligations as the Agency in terms of the Contract 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 Contract Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Technical/financial 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 Contract Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Contract Agreement.

6. **Shareholding in the SPV**

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

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The selected bidder (single entity or consortium) shall hold; (i) 100% (one hundred percent) shareholding in the paid up and subscribed equity of the Agency until expiry of 2 years from COD/ Commissioning; and (ii) thereafter hold at least 51% (fifty one percent) shareholding in the paid up and subscribed equity during the remaining Contract 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 Contract Agreement and thereafter shall hold a minimum shareholding proportionately in the paid up and subscribed equity of the SPV.

6.3 In the case selected bidder is a consortium, the lead member shall fulfil the above shareholding requirement.

6.4 The Parties undertake that they shall collectively hold at least 100% (one hundred percent) of the subscribed and paid up equity of the SPV at all times until the third anniversary of the commercial operation date of the Project.

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

4. 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 organisational documents thereof;

(iv) violate any clearance, permit, Contract, 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, 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

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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 Contract 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

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

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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.

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44-8(J)
16/01/2020

बिहार सरकार
पथ निर्माण विभाग
अधिसूचना

1. पथ निर्माण विभाग के पत्रांक–2048 (एस) दिनांक–06.03.2014 द्वारा प्रावधान किया गया है कि प्रतिशत दर निविदा (In Percentage Rate Tender) पद्धति में प्राप्त की जाने वाली सभी प्रकार की निविदाओं में निविदित दर की न्यूनतम अधिसीमा, परिमाण विपत्र की दर से 10 प्रतिशत कम पर निर्धारित रहेगी। 10 प्रतिशत से ज्यादा कम दर उद्धृत रहने वाली निविदायें अमान्य मानी जायेगी।

2. मुख्य सचिव, बिहार की अध्यक्षता में कार्य विभागों के साथ बैठकों कार्यके एवं तदोपरान्त समीक्षा में यह महसूस किया गया है कि सभी कार्य विभागों के लिए न्यूनतम सीमा को तत्काल समाप्त करके एक वर्ष के बाद इसकी गुण–दोषों की समीक्षा की जायेगी।

उक्त आलोक में एक निश्चित स्तर (परिमाण विपत्र की दर) के नीचे निविदित दर दिये जाने पर निम्नवत् अतिरिक्त कार्य प्रतिभू (Additional Performance Guarantee) लेने का प्रावधान किया जाता है:–

(a) परिमाण विपत्र की दर से 0 से 5 प्रतिशत कम उद्धृत दर वाले निविदा के लिए 0.25 प्रतिशत अतिरिक्त कार्य प्रतिभू (Additional Performance Guarantee) प्रति 01 प्रतिशत उद्धृत कम दर के लिए ली जाय।

(b) परिमाण विपत्र की दर से 5 से 15 प्रतिशत कम उद्धृत कम दर वाले निविदा के लिए 0.5 प्रतिशत अतिरिक्त कार्य प्रतिभू (Additional Performance Guarantee) प्रति 01 प्रतिशत उद्धृत कम दर के लिए ली जाय।

(c) परिमाण विपत्र की दर से 15 से 20 प्रतिशत कम उद्धृत दर वाले निविदा के लिए 01 प्रतिशत अतिरिक्त कार्य प्रतिभू (Additional Performance Guarantee) प्रति 01 प्रतिशत उद्धृत कम दर के लिए ली जाय।

(d) परिमाण विपत्र की दर से 20 प्रतिशत से ऊपर कम उद्धृत दर वाले निविदा के लिए 02 प्रतिशत अतिरिक्त कार्य प्रतिभू (Additional Performance Guarantee) प्रति 01 प्रतिशत उद्धृत कम दर के लिए ली जाय।

यह आदेश तत्काल प्रभाव से प्रभावी रहेगा।

बिहार राज्यपाल के आदेशानुसार

16.1.2020

(अमृत लाल मीणा)
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प्रतिलिपि :– महालेखाकार, बिहार, पटना को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

16.1.2020

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द०प्र०स०

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