

Municipal Solid Waste Sanitary Landfill Project for Shimla

INSTRUCTION TO BIDDERS

**Development of Municipal Solid Waste Sanitary Landfill Project for Shimla on
Design, Finance, Build Operate and Transfer (DFBOT) Basis**

MUNICIPAL CORPORATION SHIMLA

MARCH, 2013

Municipal Solid Waste Sanitary Landfill Project for Shimla

Design, Finance, Build, Operate and Transfer Contract

**Municipal Solid Waste Sanitary Landfill Project for Shimla
Volume 1 – General**

Municipal Solid Waste Sanitary Landfill Project for Shimla

DISCLAIMER

The information contained in this Tender document provided to the Bidder(s), by or on behalf of Municipal Corporation Shimla (hereinafter referred to as "MCS") or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

The purpose of this Tender document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for MCS, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this Tender document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and where necessary obtain independent advice from appropriate sources. MCS, their respective employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender document.

MCS may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document.

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A. Schedule of Bidding Process

MCS would endeavour to adhere to the following schedule from the date of issue of notification during the Bidding Process:

Pre-Bid meeting	10 April, 2013 (1100 Hrs)
Last date for receiving queries	10 April, 2013
Last date for submission of RFP	06 May, 2013 (1400 Hrs)
Opening of Technical Bids	On Bid Due Date (1530 Hrs)
Opening of Financial Bids	Within 20 days of Bid Due Date
Letter of Award (LOA)	Within 45 days of Bid Due Date
Validity of Bids	180 days from Bid Due Date
Signing of Concession Agreement	Within 20 days of Award of LOA

Note:

1. Bidder/s are requested to submit the "technical proposal" also in the soft copy (CD) with the tender document submission
2. The date of opening of the Financial Bids will be intimated to the Qualified Bidder/s.
3. MCS reserves the right to make changes to the Schedule of Bidding Process.

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B. Notice inviting EOI

Municipal Corporation Shimla
Town Hall, Mall Road, Shimla-1
Contact: 0177-2802771, 280 2776
Email: mcs_shimla@yahoo.com, mcsml-hp@nic.in

TENDER

Development of Municipal Solid Waste Sanitary Landfill Project for Shimla on DFBOT Basis

Ref:

Date:

Municipal Corporation Shimla (MCS) invites technical and financial proposals from established and eligible firms to take up Municipal Solid Waste Sanitary Landfill Project for Shimla under Design, Finance, Build, Operate and Transfer (DFBOT) model. Interested bidders may obtain the Tender Document from office of The Commissioner, Shimla or download from the website www.shimlamc.gov.in. An indicative time frame for the bidding process is provided in this notice and bidders may take note of the time frame to plan their submission of the bids. The Proposals would be evaluated and the Successful Bidder would be selected on the basis of the criteria specified in the Tender document. The Successful Bidder shall execute a Concession Agreement with MCS for establishing the Project for a period of 20 years ("Concession Period")

Issue of Tender Document	Interested parties are required to pay a non refundable ` 5,000/- (Rupees Five Thousand Only) being cost of RFP Document and 10,000 (Rupees Ten Thousand Only) as Processing Fee in the shape of a Demand Draft in favour of Commissioner, M.C. Shimla payable at any schedule bank in Shimla.
Earnest Money Deposit	The requisite EMD of Rs 10,00,000/- (Rs Ten Lakhs only) in the form of a Demand Draft in favour of Commissioner, M.C or Fixed Deposit Receipt duly pledged in favour of Commissioner, MC Shimla on any Nationalised / Scheduled bank.
Last date for submission of RFP	06 May, 2013 (1400 Hrs)
Date, time and place of Pre-Bid Meeting	10 April, 2013 (1100 Hrs) Office of The Commissioner, MC Shimla
Date, time and place of opening of Tenders	06 May, 2013 (1530 Hrs) Office of The Commissioner, MC Shimla

-Sd-
Commissioner
Municipal Corporation Shimla

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C. Instructions to Bidders

1. MCS intend to adopt this tender process for **Municipal Solid Waste Sanitary Landfill Project for Shimla on DFBOT Basis Project**. The scope of the Project is described in Appendix 1.1 of this Tender. The Concession Period will be 20 years excluding a post closure monitoring period of 15 years and the Project shall be implemented under DFBOT basis.
2. MCS invites Proposals from interested parties for the Project in order to identify the Successful Bidder. The Responsive Proposals would be evaluated on the basis of the criteria set out in this Tender Document. The Bidder/s shall submit separate technical and financial proposals for the Project mentioning clearly on the envelope "Proposal for the Project". Along with the said documents, Bidder/s **is requested to submit the "technical proposal" also in a soft copy (CD) in the technical proposal envelope.**
3. Eligibility:

The Bidder(s) eligible for participating in the bid shall be any one of the following three categories:

Category 1: The bidder can be a single Business Entity¹ meeting the qualification criteria as set out in the Tender.

Category 2: The bidder/s may form Consortium with other companies/firms in order to enhance their qualification criteria or meet the eligibility conditions of the tender, as the case may be, and such Consortium/s may participate in the Bid through a valid Consortium Agreement or Memorandum of Understanding formalising such an arrangement as per sub clause no. (iii) given herein below. No bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium or Joint Partnership.

Category 3: The bidder/s may form Joint Partnership with other companies/firms in order to enhance their qualification criteria or meet the eligibility conditions of the tender and such Joint Partnership/s may participate in the tender through a valid mutual Agreement or Memorandum of Understanding formalising such an arrangement as per sub clause no. (iv) given herein below. No bidder applying individually or as a member of a Joint Partnership, as the case may be, can be member of another Consortium or Joint Partnership.

The term Bidder used hereinafter would therefore apply to all the above mentioned categories.

Eligibility Criteria:

The Bidder should meet the following eligibility criteria to participate in the

¹ Business Entity means a company duly incorporated under the Companies Act 1956 or a registered partnership firm or a registered society. In case of a partnership firm or a society, a copy of the certificate of registration issued by the concerned authority, should be submitted along with the Proposal

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tender;

a) **Financial Eligibility:** The bidder as detailed under Category 1 or the Lead Member in a Consortium as detailed under Category 2 or the Lead Partner in a Joint Partnership as detailed under Category 3 shall satisfy any one of the following

- Net worth of lead member, minimum Net cash accruals of Minimum - Rs 5 Crore for SLF
- Solvency certificate is 10 Crore for SLF
- Liquid assets and or availability of credit facilities of not less than Rs 5.0 crores in the form of Credit lines/ Letters of credit/ certificates from nationalised banks

The bidder should provide information regarding the above based on audited annual accounts for the respective financial year.

b) The bidder as detailed under Category 1 or the Lead Member of the Consortium as detailed under Category 2 or the Lead Partner in a Joint Partnership as detailed under Category 3 shall be a company or firm or society registered in India and shall be authorized as per its constitutional documents such as Memorandum and Articles of Association or Bye laws to take up waste management services/ business in India, as on the date of issue of the Tender.

c) **Technical Eligibility:** Subject to the provisions (iii) and (iv) mentioned herein below, the bidder or at least a member of the Consortium or a partner in a Joint Partnership should have the following experience in the MSW sector in India or abroad:

Parameters for Technical Eligibility	Qualification	
	Lead technical member	Other members (In case of Consortium or joint Partnership)
Bidder should be an operator in the MSW sector demonstrating design experience in MSW SLF	atleast one similar contract in the preceding five years	-
Bidder should demonstrate operational experience in one similar contract of at least 12 (Twelve) consecutive months in Operating and maintaining a sanitary landfill	Aggregate input waste landfilled in TPA: 7300 TPA (20TPD) in the last five years	-

(i) For sub clause (a) above, the bidder or lead member or lead partner can make use of the credentials of its parent company, in case of a wholly owned subsidiary (*subject to producing an undertaking from the Parent Company committing its financial resources for the Project*). The

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participating bidder/s shall submit the necessary certificate (s) duly signed by a practicing Chartered Accountant in India as proof of eligibility in this regard.

- (ii) For sub clause (b), the bidder/lead Member/Lead Partner should submit a duly notarized copy of the memorandum of association/registration document.
- (iii) In the case of a Consortium:
 - (a) The Lead Member shall be a Business Entity as defined in this section 3.
 - (b) The details of the shareholding proposed to be held by each of the members in the Consortium in the Special Purpose Vehicle company proposed to be constituted by the Consortium in the event of award of the Project shall be mentioned in the Consortium Agreement. The Bidder/Lead Member Shall hold the maximum stake in the bidding company/association and in no case less than 51% of the total equity/interest.
 - (c) The general terms and conditions governing the responsibilities shall be described in the Consortium Agreement.
 - (d) Lead Member shall be responsible for project financing arrangements.
 - (e) In case of consortium, the technical member would be the member evaluated for technical capability. The bidding consortium should clearly mention the name of the entity wishing to be evaluated for technical competence. In case, the Technical Member is different from the Lead Member, then the technical member is required to have a formal agreement with the lead member wherein the roles and responsibilities to be shared between the lead member and the technical member are going to be enunciated. At the bidding stage for evaluation, the lead member and the technical member shall provide the municipal body with the document that shall encapsulate the understanding between the two entities. The Consortium agreement should clearly state the time by which the technology expertise would be transferred to the lead member, which in no case shall be less than 5 years from the date of award of contract.
 - (f) The maximum number of participants in the Consortium shall not exceed three including the Lead Member.
 - (g) All the members shall be jointly and severally be bound to the MCS for the fulfilment of the terms of the contract. The lead member is designated authority to bind the consortium.
 - (h) In addition to the Consortium Agreement, a power of attorney shall be submitted proving constitution of the Consortium as provided in Appendix 1.9.
- (iv) In the case of a Joint Partnership:
 - (a) The Lead Partner shall be a Business Entity as defined in this section 3.
 - (b) The general terms and conditions governing the responsibilities amongst the partners shall be described in the agreement constituting

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the Joint Partnership (hereinafter referred to as Partnership Agreement). The Bidder/Lead Member Shall hold the maximum stake in the bidding company/partnership and in no case less than 51% of the total equity/interest.

- (c) The maximum number of participants in the Joint Partnership shall not exceed three including the Lead Partner.
- (d) Lead Partner shall be responsible for project financing arrangements.
- (e) In case of Joint Partnership, the technical member would be the member evaluated for technical capability. The bidding partnership should clearly mention the name of the entity wishing to be evaluated for technical competence. In case, the Technical Member is different from the Lead Member, then the technical member is required to have a formal agreement with the lead member wherein the roles and responsibilities to be shared between the lead member and the technical member are going to be enunciated. At the bidding stage for evaluation, the lead member and the technical member shall provide the municipal body with the document that shall encapsulate the understanding between the two entities. The Partnership agreement should clearly state the time by which the technology expertise is expected to be transferred, which in no case shall be less than 5 years from the date of award of contract.
- (f) All the members shall be jointly and severally be bound to the MCS for the fulfilment of the terms of the contract. The lead member is designated authority to bind the Joint partnership.
- (g) In addition to the Partnership Agreement, a letter of authority specifically providing authorisation for this Project as provided in Appendix 1.9.

The Bidder/s may note that failure to submit the relevant proof, in support of meeting the eligibility criteria listed above, shall make a proposal non-responsive and consequently such proposal will be rejected by MCS.

- 4. Any Bidder who submits more than one Proposal for the Project will be disqualified. The Bidder shall not transfer the Tender document to any other interested party or submit Proposals for a Project other than the one for which this Tender document intends for. Also any member is part of multiple bids, then all such bids shall be disqualified.
- 5. The Bidder shall be responsible for the costs associated with the preparation of its Proposal and its participation in the bidding process. The bidder is deemed to have visited the respective Project sites, inspected the existing assets as set out in the Volume 2 and satisfied himself about the current status of the waste management practices adopted by MCS before preparing the proposal. Further, the Bidder, if awarded the contract, is encouraged to utilise any or all of the existing assets for the operation of the project and the bid price shall take this factor into consideration.
- 6. At any time prior to the Bid Due Date, MCS may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the Tender document by issuance of Addenda.

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7. The Proposal shall remain valid for a period not less than 180 days from the Bid Due Date (Proposal Validity Period). MCS reserves the right to reject any Proposal, which does not meet this requirement.

8. Earnest Money Deposit (EMD)

- 8.1 The Proposal shall be accompanied by EMD as indicated in Notice inviting EoI.
- 8.2 EMD in the shape of a Demand Draft in favour of Commissioner, M.C or Fixed Deposit Receipt duly pledged in favour of Commissioner, MC Shimla Shimla payable at any schedule bank in Shimla
- 8.3 The EMD submitted by the Successful Bidder would be released upon furnishing of the Performance Guarantee in the form of a Bank Guarantee as specified under Performance Bank Guarantee.

In the event of non execution of Performance Guarantee, the EMD shall be forfeited. The EMD of every unsuccessful Bidder would be returned within a period of eight weeks from the date of signing of Concession Agreement with the Successful Bidder.

- 8.3.1 **Performance Guarantee:** Performance Guarantee in the form of bank guarantee shall be submitted for an amount equal to

- 10 % of the estimated project investment or Rs.1.0 Crores, whichever is higher

The Performance Guarantee shall be valid for the period of concession through annual renewal. The Performance Guarantee shall be forfeited in the case of serious default by the Concessionaire.

9. Format and Signing of Proposal

- 9.1 The Bidder should provide all the information sought in this Tender in the required format. MCS would evaluate only those Proposals that are received in the required format and are complete in all respects. Each Proposal shall comprise:

9.1.1 Technical offer

- a. Covering letter in the format set out in Appendix 1.2, as applicable
- b. Details of the Bidder in the format set out in Appendix 1.3, as applicable
- c. Anti-collusion certificate in the format set out in Appendix 1.4
- d. Litigation History as per Appendix 1.5
- e. Technical Proposal as per Appendix 1.7
- f. Power of Attorney/Letter of Authority as per Appendix 1.9
- g. Certificate/s from a practising Chartered Accountant in India certifying Net worth as per Clause 3 (a) supra, along with the

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documents (if any) as required under Clause 3(i). For the purpose of this Tender, the term Net Worth means the shareholders equity plus reserves and surplus.

- h. Copy of Memorandum and Articles of Association or Registration Document
- i. Copy of the Consortium Agreement /Partnership Agreement, if applicable, along with documents required as proof of the qualifications required as mentioned under Clause 3 (iii) and Clause 3 (iv) respectively.
- j. Tender issued by MCS should be submitted as specified in the RFP document
- k. Power of Attorney for signing of the Proposal.

9.1.2 Financial Offer

- a. Financial proposal as per Appendix 1.6 as provided in the Tender, should be submitted in the FINANCIAL OFFER.
- b. The annual escalation of the tipping fee is computed as per the following formula:

$$P = P_0/100 * (85 + 1 (W/W_0) + 7.7(HSD/HSD_0) + 6.3 (WPI/WPI_0))$$

Where

P - Price payable as adjusted in accordance with the above formula

P₀ - Price quoted/confirmed

W₀ - All India average Consumer Price index for industrial workers as published by the labour bureau, Ministry of Labour, Government of India (Base year is 2001 = 100). The index number is as applicable for the week ending first Saturday of the month. One month prior to the date of tendering

W - All India average Consumer Price index for industrial workers as published by the labour bureau, Ministry of Labour, Government of India. (Base year is 2001 = 100). The index number is as applicable on the first working day of the month. One month prior to the date of annual revision

HSD₀ - Wholesale Price index for High Speed Diesel Oil (Base = 2004 - 2005 = 100) as published by the Ministry of Commerce and Industries, Government of India. The index number is as applicable for the week ending first Saturday of the month. One month prior to the date of tendering

HSD - Wholesale Price index for High Speed Diesel Oil (Base = 2004 - 2005 = 100) as published by the Ministry of Commerce and Industries, Government of India. The index number is as applicable for the week ending first Saturday of the month. One month prior to the date of annual revision

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WPI₀ - Wholesale Price index for All Commodities (Base = 2004 - 2005 = 100) as published by the Ministry of Commerce and Industries, Government of India. The index number is as applicable for the week ending first Saturday of the month. One month prior to the date of tendering

WPI - Wholesale Price index for All Commodities (Base = 2004 - 2005 = 100) as published by the Ministry of Commerce and Industries, Government of India. The index number is as applicable for the week ending first Saturday of the month. One month prior to the date of annual revision

MCS shall not be under any obligation to alter the escalation rate by any reasons, whatsoever, during the Concession Period.

- c. The bidders shall also indicate their Project Cost in the technical proposals under the heading "**Estimated Project Cost**" with details of the various components and financing arrangements it proposes to make for the development and operation of the Project. This is subject to independent valuation of the project by MCS.
- d. The Bidder is deemed to have taken into account, the current value of existing infrastructure available with the MCS
- e. The price is exclusive of applicable service taxes. Service tax if any shall be paid by MCS.
- f. MCS is offering a financial assistance to the project in the form of capital grant of Rs 10.506 crores. The first instalment shall be Rs 2.10 crores. The tranche shall also be proportional to the ratio of the grant amount and the actual project cost. The funds shall be released after due certification and proof of utilisation of such funds.

Viz: If the ratio of Project cost to Grant amount is X%, then the tranche amount released will be X% of the value of actual work implemented and certified. The Grant shall be treated as advance payment and shall be secured by an Advance Bank guarantee for the like amount. The advance bank guarantee shall be released after the Defects liability period of Three years

9.2 The Proposal shall be submitted as specified in the RFP

10. (deleted)

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11. Bid Due Date

- 11.1 Proposals should be submitted on or before the date and time indicated in the schedule, in the manner and form as detailed in this Tender. Proposals submitted by either facsimile transmission or telex will not be accepted.
- 11.2 MCS may, in exceptional circumstances, and at its sole discretion, extend the above Bid Due Date by issuing an Addendum.

12. Opening of Proposals and Clarifications

- 12.1 MCS would open the TECHNICAL OFFER from the envelope marked ORIGINAL, on the date specified under the schedule of bidding process or any earliest convenient working day after the Bid Due Date for the purpose of evaluation, however not later than eight days from the Proposal Due Date. The Financial Offers of the qualified Bidder/s shall be opened after intimation of the date, time and venue of such opening, however not later than fifteen (15) days from the date of opening of TECHNICAL OFFER.
- 12.2 MCS reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this Tender document.

13. Evaluation

- 13.1 The criteria for evaluation of Bidders are set out in Appendix 1.8.
- 13.2 As part of the evaluation, the Proposal/s shall be checked for responsiveness with the requirements of the Tender and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this Tender document.
- 13.3 The Proposal would be considered to be responsive if it meets the following conditions:
 - It is received /deemed to be received by the Bid Due Date including any extension thereof.
 - It is signed, sealed and marked as stipulated in Clause 9 and Clause 10.
 - It contains all the information, documents and certificate(s) as requested in the Tender.
 - It contains information in formats specified in this Tender.
 - It complies with the requirements as set out in Clause 3.
 - It mentions the validity period as set out in Clause 7.
 - It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by MCS without communication with the Bidder). MCS reserves the right to determine whether the information has been provided in reasonable detail.

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- There are no inconsistencies between the Proposal and the supporting documents.

A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- i. which affects in any substantial way, the scope, quality, or performance of the Project, or
- ii. which limits in any substantial way, inconsistent with the Tender, MCS's rights or the Bidder's obligations under the Agreement, or
- iii. which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

13.4 The bidder shall propose the methodology and technical strategies for the Project:

- Design, Finance, Build, Operation, Maintenance and Transfer of
 - a. The MSW Sanitary Landfill facility and other related infrastructure

hereinafter called the **Sanitary Landfill Facility (SLF)** as defined in the draft Concession Agreement attached herewith.

This shall be described in detail in the technical offer to enable the evaluation committee to examine the feasibility of the proposal. The minimum technical and performance standards are detailed in the **Volume 2 of this Tender.**

13.5 The responsive proposals will be rationally evaluated as per the criteria set out in Appendix 1.8. The maximum score for each of the criteria is indicated in the table provided in the Appendix 1.8.

13.6 The Scores for each criterion under Technical evaluation shall be obtained for individual bidder using the formula stated in Appendix 1.8 - Technical Proposal. The sum total of all the scores shall be obtained for each individual bidder. Only the bidder/s securing a minimum score specified in Annexure 1.8 shall be considered for the next stage. The shortlisted bidders shall be hereinafter called "**Qualified Bidders**".

13.7 The Financial Offer of only the Qualified Bidder/s shall be opened.

13.8 The bidder with lowest quote shall be called the Preferred Bidder and invited for negotiations, leading to award of contract. In case of non acceptance of the offer by the Preferred Bidder as above, the Project shall be awarded to the Bidder with the second lowest quote.

13.9 The bidder shall submit detailed design basis, design calculations, drawings in order to substantiate the concept in accordance with National/ International codes or practises. It is the responsibility of the successful bidder to satisfy and validate its design. However, MCS reserves the right to suggest reasonable modifications to the design, operational manuals

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etc submitted by the successful bidder and such suggestions shall be incorporated and executed by the Successful Bidder, without any price implication on MCS. It is also suggested that the Bidder may visit the project area, and carry out necessary data acquisition as may be necessary to conduct the preliminary designs.

13.10 MCS reserves the right to reject any Proposal, if:

- a. at any time, a material misrepresentation is made or discovered; or
- b. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

13.11 In the event of acceptance of the Preferred Bidder of the Project with or without negotiations, MCS shall declare the Preferred Bidder as the Successful Bidder. MCS will notify the Successful Bidder through a Letter of Award (LoA) that its Proposal has been accepted.

13.12 The Successful Bidder shall execute the Concession Agreement in line with the scope specified within forty five days of the issue of LoA or within such further time as MCS may agree to in its sole discretion either directly or through a special purpose vehicle (SPV).

13.13 The Successful Bidder shall also furnish Performance Guarantee by way of an irrevocable Bank Guarantee or Demand draft, in favour of Commissioner, MCS, as required under the Agreement.

13.14 Failure of the Successful Bidder to comply with the requirements of Clause 13.12 or Clause 13.13 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the EMD. In such an event, MCS reserves the right to

- a. either invite the Bidder with the second lowest quote
or
- b. take any such measures as may be deemed fit in the sole discretion of MCS, including annulment of the bidding process.

13.5 Notwithstanding anything contained in this Tender, MCS reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

14. Adjustments to the Tipping Fee

The Bidders may note the Tipping Fee will be subjected to certain adjustments. The details of such adjustments are provided in Appendix 1.10.

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15. Clarifications

In case of clarifications, if any, on the Tender or for visiting the Project Site, the Bidders may contact Er. Rajesh Kasyap, Executive Engineer-cum- Project Director, Municipal Corporation Shimla, Tel:+91-9418474747 E-mail: mcs_shimla@yahoo.com, emc.giz@hp.gov.in

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D. Appendices

Appendix-1.1: Scope of Work

The Scope of Work for the Bidder comprises a **Municipal Solid Waste Sanitary Landfill Project for Shimla** Design, Finance, Build, Operate maintenance and Transfer basis at Shimla:

The detailed scope of work comprises:

- a. Design, build, operate and maintain an advanced Sanitary Landfill .
- b. Routine maintenance of the project facilities which shall include the following:
 - a) Maintenance of the weigh-bridge, leachate collection, drainage and treatment system, electrical items, drains, internal roads, sieving machinery, lighting and fencing; maintaining and ensuring survival of the sapling in the buffer area around the SLF;
 - b) Repair of equipment, structures and other civil works which are part of the Project Facilities;
 - c) Keeping the Project Facilities in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the Project Facilities or any other property on or near the Site;
 - d) Taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the site.
- c. sanitary landfilling of the process rejects during the concession period within the allocated SLF area
- d. Setting up a Quality control/ process control lab and sampling & Testing of inert matter
- e. Installation of appropriate Odour control system at the SLF and processing facility to minimise odour nuisance as per Central Pollution Control Board guidelines.
- f. Setting up and maintaining a green belt at the Project Site
- g. Environment monitoring plans in line with the statutory norms - Air quality, water quality
- h. Development/Implementation of Emergency Response Protocol for the operation of the SLF
- i. An active gas collection and management system should be installed to capture the Landfill gas from the Sanitary landfill in accordance to the MSW Rules 2000
- j. Post Closure monitoring of the sanitary landfill for a period of 15 years after the closure of the last phase as per the applicable laws/rules
- k. Obtain CDM benefits to the Project and share the proceeds in the ratio of 30:70 between MCS and the Operator.
- l. Supervisory Control and Data Acquisition Systems (SCADA) to monitor effectiveness of SLF should be installed. Information on in-coming inert waste characteristics, leachate generated, air emissions etc., should be collected and data in non-tamper mode to be retained for minimum 60 days under independent control of MCS designated officer.

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General:

Environmental Impact Assessment

The Successful Bidder is responsible for carrying out Impact assessment studies in compliance to the EIA Notification-2006 and obtaining the Environmental clearance (EC) as required under law.

All the above scope shall be carried out strictly in conformity with MSW (Management and Handling) Rules, 2000 and its subsequent amendments, the consent conditions of the HPSPCB and the Environmental Clearance. All the codal formalities and cost incurred will be borne by the concessioner.

Public Grievance Handling System

The Successful Bidder has to operate a public grievance handling system, as detailed under the relevant section of Volume II, to receive and redress the complaints / concerns raised by the Public regarding the various activities falling under the scope of the project.

Additional Terms

- a. The bidder is responsible for assuring itself about the quantity and quality of MSW during the period of concession in order to ensure reasonable operational sustainability of the Project and the return of investments (ROI) of the operator. MCS will in no way be responsible for the actual quantum of generation of MSW from the jurisdictional limits of MCS.
- b. The area of operation defined for the purpose of the Project is limited to the jurisdiction of MCS at any given point of time during the period of contract.
- c. The bidder shall provide "on the job training" in Operation and Management aspects of the contract to a select team of the ULB and also provide refresher trainings at six monthly intervals during the concession period.

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Appendix-1.2: Covering Letter

(On the Letterhead of the Bidders)

Date:

To:
The Commissioner,
Municipal Corporation Shimla

Sub: **Municipal Solid Waste Sanitary Landfill Project for Shimla**

Ref: Your Notification No. _____ dated _____

Sir/Madam,

Being duly authorised to represent and act on behalf of
(hereinafter referred to as "the Bidder"), and having reviewed and fully
understood all of the Proposal requirements and information provided and
collected, the undersigned hereby submits the Proposal on behalf of (*Name of
Bidder*) for the Project in one (1) original and one (1) copy, with the details as
per the requirements of the Tender, for your evaluation.

We confirm that our Proposal is valid for a period of 180 days from [*insert
Proposal Due Date*].

Yours faithfully,

For and on behalf of (*Name of Bidder*)

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

Municipal Solid Waste Sanitary Landfill Project for Shimla

Appendix-1.3: Details of Bidder

(On the Letterhead of the Bidder)

1. (a) Name of Bidder
(b) Address of the office(s)
(c) Date of incorporation and/or commencement of business
2. **Brief description of the Bidder's main lines of business.**
3. **Details of individual(s) who will serve as the point of contact / communication for Commissioner, MCS with the Bidder:**

- (a) Name :
- (b) Designation :
- (c) Company/Firm :
- (d) Address :
- (e) Telephone number :
- (f) E-mail address :
- (g) Fax number :
- (h) Mobile number :

4. **Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder**

- (a) Name :
- (b) Designation :
- (c) Company/Firm :
- (d) Address :
- (e) Telephone number :
- (f) E-mail address :
- (g) Fax number :
- (h) Mobile number :

Note:

In case of a Consortium, the information (1-4) should be provided for all the members of the Consortium. Details to be provided in (3) above shall be of the Lead Member of the Consortium.

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Appendix-1.4: Format for Anti-Collusion Certificate

Anti-Collusion Certificate

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its subsequent amendments thereof.

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

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

Dated thisDay of, 2012

.....
(Name of the Bidder)

.....
(Signature of the Bidder / Authorised Person)

.....
(Name of the Authorised Person)

Municipal Solid Waste Sanitary Landfill Project for Shimla

Appendix-1.5: Litigation History

Applicants shall provide information on any history of litigation or arbitration resulting from contracts executed with any Corporation /Customer(s)/ Government Agency including State Pollution Control Board(s) in India, in the last five years or currently under execution.

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Appendix-1.6: Financial offer

ORIGINAL

Date:

The Commissioner
Municipal Corporation Shimla
Shimla

Sub: **Municipal Solid Waste Sanitary Landfill Project for Shimla**

Ref: Your Notification No. _____ dated _____

Sir/Madam,

Having gone through this Tender document and having fully understood the Scope of Work for the Project as set out by MCS in the Tender, we are pleased to inform that we would charge the following fee for the waste land filled on a per ton basis as recorded at the gate of the MSW facility at Bhariyal. The weight of waste actually landfilled shall be as certified by MCS designated officials and SLF operator

	Rs. [<i>insert amount in figures and in words</i>]
Tipping Fee for the first year for Municipal Solid Waste Sanitary Landfill Project for Shimla payable as per quantity of waste landfilled as recorded at the weighbridge at Bhariyal. SLF – in Rs. per ton	Rs. -----/MT (Rupees _____ Per Metric Tonne) (Inclusive of applicable taxes)

We guarantee that we shall not accept any inert waste which has more than 10% biodegradable waste, unless otherwise ordered in writing by MCS; and are agreeable to penalties in case of non-performance

We agree to the annual escalation on the Tipping Fee as provided in Clause 9.1.2 (b) of the Tender- Volume 1. No change whatsoever on this account is permitted. We also confirm that the price covers all the activities specified under the scope of work in the Tender, in compliance with the MSW (M & H) Rules 2000.

We further agree that the quoted price includes sales and other taxes that may be applicable for the performance of the contract and understand that MCS will perform such duties in regard to reduction of such taxes at source as per applicable laws.

We have reviewed all the terms and conditions of the Tender including the evaluation criteria and Draft Agreement and would undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the Tender Document.

Yours faithfully,

For and on behalf of (*Name of Bidder*)

Duly signed by the Authorised Signatory of the Bidder

Municipal Solid Waste Sanitary Landfill Project for Shimla

(Name, Designation and Address of the Authorised Signatory)

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Appendix-1.7: Technical Proposal

The Bidder shall submit the technical proposal with the following details.

SI. No.	Description	Attachment Ref.
1	Bidders strategy for the present project corresponding to each of the following activities <ol style="list-style-type: none"> 1. Approach and Methodology for handling Public Grievances, Emergencies and contingencies 2. Technical design for Sanitary Landfill and Leachate Management 3. Approach and Methodology for Construction, Operation & Management of the SLF 	

SI. No.	Criteria for past experience & financial capability	Supporting document/s
1	Landfilling of MSW- <ul style="list-style-type: none"> • Number of Years of similar experience in India • Number of concurrent projects in a single financial year • Aggregate quantity of inerts landfilled in a financial year in TPA 	
2	Networth {Tangible networth = (Equity Capital + Free Reserves & Surplus - Revaluation Reserves) - (Accumulated Loss+ Intangible Assets)} <ul style="list-style-type: none"> • Amounts in Crores 	
3	Net cash accruals <ul style="list-style-type: none"> • Amount in Crores 	
4	Solvency <ul style="list-style-type: none"> • Amount in Crores 	

As evidence of experience, Bidder(s) shall submit notarised copies of Certificates or Agreement or Permits or Licenses from the concerned authorised official from Urban Local Body/ Government department or agencies /Statutory or Governing agencies/ Pollution Control Boards in India or abroad

Financial documents should be certified by a Certified Public Accountant / practising Chartered Accountant registered in India

➤ The certificates/ credentials should be in the name of the bidders with details of Project, capacity, contract period and exact scope of work

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➤ In case of foreign experience, the documents if not in English, shall be translated into English. All foreign experience certificates shall be attested by a competent authority in the Consulate General of the respective foreign country. The experience should be from similar countries whose environmental compliance standards are equivalent or more stringent than those specified in the Indian regulations. It is the responsibility of the Bidder to prove the compliance to these rules. A copy of such rules/standards in English language shall be submitted dully certified by the same authority

- All the experience and such other credentials of the Bidder/s shall be duly notarised by a Notary under The Notaries Act, 1952 (53 of 1952).
- Only experience supported by valid certificates as indicated above would be considered in the evaluation.

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Appendix-1.8: Technical Evaluation and Marking System

Guidelines for Evaluating Technical Proposal:

(a) Technical proposal

The technical bids shall be opened and a comparative statement indicating the bidder's qualification against each of the set criteria shall be tabulated based on the documentary evidence submitted. The qualifying values will be based on the detailed proposal and justifications provided in the technical documentation submitted by the Bidder. The maximum and minimum values among the various technical bids received shall be identified for each of the criteria. The individual criteria scores for each bidder shall be computed using the following formula.

$(\text{Bidder's Value} \div \text{Maximum Value for specific category from bids received}) \times \text{Total Marks for respective criteria.}$

The individual marks for all the criteria shall be added to obtain the Aggregate Marks. The bidders shall be ranked in the descending order of Aggregate Technical Marks.

The Details of criteria to be evaluated in Section A: Technical Design Proposal and Section B: Past Experience in managing **Municipal Solid Waste Sanitary Landfill Project** and the respective Maximum marks:

Section A: Technical Design Proposal

SI. No.	Criteria	Total marks
1.	Minimization of inerts and leachate, air emissions and other nuisance	12
2.	Approach and Methodology for handling Public Grievances, Emergencies and contingencies	8
3.	Technical Scheme for design of Sanitary Landfill and Leachate Management	35
4.	Approach and Methodology for Construction, Operation & Management of the SLF	15

Total Marks for Technical Design Proposal

70

Bidder should Secure minimum 50% marks specified for each of the criteria Section A

Section B: Past Experience of Essential staff / key professionals in Municipal Solid Waste Sanitary Landfill Project

Municipal Solid Waste Sanitary Landfill Project for Shimla

SLF – Sanitary land fill; ETP- effluent treatment plant; EHS- environment health and safety,

Sl. No.	Head Incharge	Minimum Qualification	Designation	Person Required	Experience	Maximum Marks
1	Head Design	ME CIVIL GEOTECH/STRUCTURE	SLF planning	01	15 Years design experience, minimum 3 years relevant SLF experience	6
2	Design engineer	BE Mech/ Civil/Env	Sanitary landfill	03	5 Years design experience, minimum 1 years relevant SLF experience	9
3.	Overall Head SLF Plant	BE (Civil/Mech)	Plant Manager	01	15 Years project management experience, minimum 3 years SLF experience	5
4.	Head Maintenance ETP + Bio- methanation	Diploma Mech	Shift Incharge	02	minimum 3 years similar experience in maintenance of ETP/ heavy earth moving machinery and sanitary landfilling works	4
6.	Head EHS (General)	ME/BE Env or M.Sc - Environmental Science	Technical expert	01	minimum 5 years similar experience with at least 2 year in SLF	3
7.	Head- Admin	B.Com	Accounts Officer	01	minimum 3 years similar experience in Weighbridge, stores and purchase	3
Total 30 marks						

1. The bidders are expected to state the name of the personnel against each of the position and attach the documents supporting their experience.
2. The individual experience documents along with their positions shall be certified by the ULB/ Client / local authorities

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3. The Bidders undertakes not to replace/ change any of the persons without the prior approval of MCS. In any case, such substitution can be made with a person of equivalent or / higher experience only.
4. The qualifications and experience are minimum essential criteria. In case, the personnel experience, qualifications as evidenced by the testimonial is inadequate, zero marks would be awarded for the relevant personnel.

Total Marks for **Past Experience of Essential staff / key professionals**
30 marks

Bidder should Secure minimum 50% marks in Section B

Total Marks for Technical Proposal (70+30)

100 Marks

General Terms & Conditions

Only the Financial Bids of those bidders who have obtained a minimum aggregate marks of **60 (Sixty) and with atleast 50% in each of the criteria being evaluated** in the Technical Proposal shall be opened.

The Financial` Bids of the Qualified Bidders shall be tabulated in the ascending order (L1, L2, L3,...). The Qualified Bidder quoting the lowest price (L1) shall be declared as Preferred Bidder.

A. Award of Contract:

The Award of Contract shall be made as detailed in Clause 13.8

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Appendix 1.9: Principles of MoU for members of association

PRINCIPLES OF THE UNDERSTANDING TO BE EXECUTED BETWEEN THE MEMBERS OF THE BIDDING ASSOCIATION

(to be executed on appropriate value of Non-Judicial Stamp Paper as per the Stamp Act Prevailing in the State of Himachal Pradesh)

In case of a Bidding Association, the principles based on which the Understanding (MoU) shall be executed between / among the Members, are stated below:

1. The document should clearly specify the roles and responsibilities of each of the Members, along with their proposed equity contribution. It is expected that the individual members have role definitions not conflicting with those of the other Members.
2. The document should clearly designate one of the Member as the Lead Member. The Lead Member shall be responsible for the performance of the terms of the Agreement to be signed between Municipal Body and the Successful Bidder/ Bidding Association.
3. The Member assessed for Technical Capability shall enter into a formal agreement with the Lead Member upon award of the Project to the Bidding Association. The agreement shall capture the understanding as agreed upon in this document.
4. The Lead Member shall be responsible for:
 - Tying up the finances for the Project
 - i. ensuring the equity contribution by each of the Member, and in the event of a default, make good such contribution.
 - ii. undertaking primary responsibility for liasoning with the lending institutions and mobilising debt resources for the Project.
 - ensuring the individual and collective commitment of each of the Members in honouring the obligations under this Tender document. The Lead Member would be overall responsible for the execution of the Project. All Members shall be jointly and severally liable for the same.
5. The document should be duly signed by each of the Consortium Members.
6. The document should be executed on an appropriate stamp paper.
7. The document should be specific to this Project.
8. The document should be valid for a minimum of twenty four months from the last date for submission of duly filled in Tender. The validity period of the document should be extendible on the original terms, if required by Municipal Body.

DESCRIPTION OF THE BIDDING COMPANY / BIDDING ASSOCIATION

Name of the Bidding Company / Bidding Association:

Name of the Lead Member (In case of a Bidding Association):

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In case of a Bidding Association:

Sl. No	Name of each Member	Proposed % equity contribution into the Project	Role as per the understanding signed between all the Members

Entity to be considered for Financial Capability Evaluation

Sl. No.	Name of the Company to be considered for evaluation of Financial Capability	
1	Bidding Company / Lead Member OR Key Person (s) of Bidding Company / Lead Member <i>Please indicate whether Bidding Company / Lead Member OR Key Person of Bidding Company / Lead Member is to be evaluated.</i>	
2	In case Key Person (s) of the Bidding Company / Lead Member is to be evaluated:	
	Name of Key Person (s)	
a.	% Equity stake, directly or indirectly, in the Bidding Company / Lead Member.	

In the absence of any information regarding the Key Person (s), the financial strength of the Bidding Company / Lead Member Only would be evaluated.

Entity to be considered for Technical Capability Evaluation

Sl. No.	Name of the entity to be considered for technical eligibility	
1	In case of Bidding Company, In case of Bidding Association,	
	Name of the Bidding Company/Key Person (s)	
	OR	
	In case of Bidding Association, indicate names of following:	
a.	Lead Member/Technical Member	

In the absence of any information regarding the Technical Member, the capability of the Bidding Company / Lead Member Only would be evaluated.

Municipal Solid Waste Sanitary Landfill Project for Shimla

A. FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On a Stamp Paper of relevant value)

Power of Attorney

Whereas Municipal Corporation Shimla (MCS) has invited proposals from interested parties for Development and Setting up Municipal Solid Waste Sanitary Landfill Project for Shimla.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the Tender Document for the members of the Consortium to designate the Lead Members 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 who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____ (Lead Member) and M/s _____ *(the respective names and addresses of the registered office²)* do hereby designate M/s. _____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of application/proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with MCS, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with MCS.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the _____ day of _____, 2012

(Executants)

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

² In case of partnership firm : name and address of principal office of the partnership firm to be provided

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B. LETTER OF AUTHORITY FOR THE PROJECT

Letter of Authority
(On the Letterhead of the Partner)

Date:

To:

The Commissioner

Municipal Corporation Shimla
Shimla

Sub: **Municipal Solid Waste Sanitary Landfill Project for Shimla**

Sir/Madam,

Whereas Municipal Corporation Shimla (MCS) has invited bids from interested parties for the **Municipal Solid Waste Sanitary Landfill Project for Shimla** on DFBOT basis (the "Project")

Whereas one of the requirements of the Tender is confirmation of technical transfer / technical partnership agreement between the Bidder and its technical partner(s), in the case of those Bidder(s) who participate in the Bid by associating with its provider of Technical Knowhow/ Technical Partner.

In respect to the above, we hereby confirm our participation in the subject proposal invited under ref. as mentioned above as provider of Technical Knowhow and/or Technical Partner (Strike off whichever is not applicable) of M/s (*Name of the Bidder*). We further undertake that we have equity interest in the operations of the Bidder / or/ shall have equity stake in the Special Purpose Vehicle to be constituted by the Bidder for taking up the Project. (strike out whichever is not applicable).

We hereby undertake to provide technology support/ expertise to the Lead Partner, (name and address of the Partner) for the Project referred herein above/ ULB at no additional cost, for a minimum period of three years, in order to enable it to successfully manage the Project for the concession period, if awarded.

Yours faithfully,

For and on behalf of (*Name of Partner*)

Municipal Solid Waste Sanitary Landfill Project for Shimla

Appendix 1.10: Adjustments to Tipping Fee

1. Adjustments on Construction and Demolition Waste

The Concessionaire would be paid 60% (sixty percent) of the applicable tipping fee for processing and disposal of Construction and Demolition waste handled at Bhariyal

2. Adjustments on quantity of inerts actually landfilled

Case 1: The inerts actually landfilled is more than 15MTD of incoming waste as recorded at the Weigh bridge of the SLF

The total fee payable is computed on the actual quantity of inert waste that is actually landfilled

Case 2: The inerts actually landfilled is equal to or less than 15MTD as recorded at the Weigh bridge of the SLF

The total fee payable is computed on a maximum of 15MTD of incoming waste

3. Adjustments on quality of inerts actually landfilled

Case 1: The quantity of biodegradables actually landfilled is more than 10% of incoming inert waste as recorded at Weighbridge of SLF

The total fee payable is computed as per actual quantity of inert waste plus a bonus of 5% of fee for every each percent increase in biodegradables.

All payments are made after effecting all applicable deduction as specified in Service level in Concession Agreement