



SWACHHA ANDHRA CORPORATION

REQUEST FOR PROPOSAL

FOR

**SETTING UP OF FAECAL SLUDGE AND SEPTAGE
TREATMENT PLANTS (FSTPs) IN URBAN LOCAL BODIES OF
ANDHRA PRADESH ON DESIGN, BUILD, OPERATE &
TRANSFER (DBOT HYBRID ANNUITY) BASIS**

Swachha Andhra Corporation (SAC), Flat NO 303, Vijayalakshmi Residency,
ESI Road, Gunadala, Vijayawada – 520004.

April 2018



SCHEDULE OF BIDDING PROCESS

Bidders are invited to submit their Bids on or before the time, date and at the office for submission as indicated below. The Bids submitted after this time and date or at any other office other than indicated herein below will not be considered under any circumstances; unless notified by the Authority with full information of the altered time, date and the office for submission.

S No.	Event Description	Particulars
1	RFP downloadable from website www.sac.ap.gov.in >Tenders	Date: 25.04.2018
2	Last Date for download of RFP on SAC website www.sac.ap.gov.in >Tenders	Date: 06.06.2018
3	Bid Due date / Bid Submission date	Date: 07.06.2018 Time: (up to 15:00 hours IST)
4	Address for communication & submission of Bid	Swachha Andhra Corporation, (www.sac.ap.gov.in), Flat NO 303, Vijayalakshmi Residency, ESI Road, Gunadala, Vijayawada – 520004, Telefax: 0866 2456708, Mail: swachhaandhra2015@gmail.com.
5	Last Date for receiving queries for pre-Bid meeting	07.05.2018
6	Date of Pre-Bid Meeting	Date: 08. 05. 2018 ; Time (at 15:00 hours IST) at Hotel Innotel Ramavarapadu, Vijayawada, Andhra Pradesh.
7	Place of pre-bid meeting	Hotel Innotel Ramavarapadu, Vijayawada, Andhra Pradesh.
8	Date & Time for opening of Technical Bid (Eligibility & Qualification Criteria)	Date: 10. 06.2018 At 15:30 hours (IST)
9	Presentation by technically qualified bidders	Date: 25.06.2018 At 11:00 hours(IST)
10	Date & Time of opening of Financial Bid	Date: 26.06.2018 At 15:30 hours (IST)
11	Issue of “Letter of Intent” (LoI)	Date: 03.07.2018
12	Last date for acceptance by shortlisted bidder	Date: 04.07.2018
13	Issue of “Letter of Award” LoA	Date: 05.07.2018
14	Cost of RFP (Non-refundable)	Rs. 10,000/- (Rupees ten thousand) per Package in the form of demand draft drawn in favour of Swachha Andhra Corporation SWM payable at Vijayawada and drawn on any scheduled bank.
15	Bid Security (Refundable)	Rs.28,00,000/- (Rupees twenty-eight lakh only) per Package, in the form of demand draft drawn in favour of Swachha Andhra Corporation SWM payable at Vijayawada and drawn on any scheduled bank.



LETTER OF INVITATION

To

To comprehensively establish improved sanitation practices and systems, the Government of Andhra Pradesh has decided to set up Faecal Sludge and Septage Treatment Plants in 76 (seventy six) Urban Local Bodies (ULBs) to tackle the health and environmental hazard caused when human excreta is disposed in open areas and water bodies due to lack of treatment facilities. To achieve the vision of making urban areas of Andhra Pradesh ODF+, the Swachha Andhra Corporation (SAC) proposes to establish FSTPs in 76 (seventy six) ULBs.

SAC has accordingly decided to invite competitive bids to select Concessionaire(s) to whom the setting up of FSTPs in 76 (seventy six) ULBs of Andhra Pradesh on Design, Build, Operate & Transfer (DBOT Hybrid Annuity) basis would be awarded. The Project has been divided into 7 (seven) Packages. The Bidders have the option to Bid for all the 7 (seven) Packages or any one or more than one Package of their choice.

The Selected Bidder(s) (Concessionaire) is responsible for effective treatment and safe disposal of faecal sludge and septage. In this regard, the Concessionaire(s) has to comply with the environmental and all other regulatory norms that are in vogue from time to time during the entire Concession Period.

You are, accordingly, requested to participate in the Bid stage and submit your Technical and Financial bids along with all the relevant documents in accordance with RFP.

The selection shall be based on Least Cost Selection (LCS) basis. Financial offers (the "Bids") of only those Bidders who secure a technical score of at least 60 marks in Technical Bid shall only be opened.

SAC reserves the right to cancel, terminate, change or modify this procurement process and /or requirements of Bid stated in the RFP, without assigning any reasons and without accepting any liability for the same.

The Bid shall be valid for a period of not less than 120 days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the Bidders and the Authority.

For Swachha Andhra Corporation

Managing Director, SAC

Seal of Office

Date: _____



DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Swachha Andhra Corporation (herein after referred to as "SAC" or the "Authority") or any of its employees, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority and its employees or advisers to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) may be 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority and its employees/ advisors make no representation or warranty and shall have no liability to any person including any Applicant or 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, reliability or completeness 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 for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

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



The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

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



Glossary

Associate	As defined in Clause 2.1.17
Authority	As defined in Clause 1.1.1
Bid(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.3.2
Bidding Documents	As defined in Clause 1.1.6
Bid Due Date	As defined in Clause 1.1.6
Bidding Process	As defined in Clause 1.3.1
Bid Price	As defined in Clause 1.3.6
Bid Security	As defined in Clause 2.1.5
Concession	As defined in Clause 1.1.4
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.3 (c)
Consortium	As defined in Clause 2.2.3 (a)
CPHEEO	Central Public Health and Environmental Engineering Organization
Damages	As defined in Clause 2.2.3 (c)
DBOT Hybrid Annuity	As defined in Clause 1.1.1
Demand Draft	As defined in Clause 2.19.1
Estimated Project Cost	As defined in Clause 1.1.1
FSTP	As defined in Clause 1.1.1
GoAP	Government of Andhra Pradesh
GoI	Government of India
KLD	Kilo Litres per Day
Lead Member	As defined in Clause 2.1.14 (c)
LOA	As defined in Clause 3.6.4
PPP	As defined in Clause 1.1.1
Project	As defined in Clause 1.1.1
Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
SAC	Swachha Andhra Corporation
Selected Bidder	As defined in Clause 3.6.1
SPV	As defined in Clause 2.1.14
TPD	Tonnes Per Day
ULB	Urban Local Body

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



Invitation for Proposals

1. INTRODUCTION

1.1. Background

1.1.1. Government of Andhra Pradesh (GoAP) launched Swachh Andhra Mission with a goal of achieving total sanitation in line with the vision of Swachha Bharat Mission (Urban). With concerted efforts, on 2nd October 2016, the GoAP declared its urban areas Open Defecation Free (ODF) through provision of individual household toilets as well as community/public toilets. However, sanitation is more than just having access to toilets and better hygienic practices, and it covers the management of faecal sludge and septage from the point of generation to its treatment for reuse or safe disposal. Accordingly, the State of Andhra Pradesh is now gearing to move towards the status of ODF + which is a step ahead of being ODF, it also includes waste water management and treatment of faecal sludge and septage.

Further, Government of India (GoI) through the Ministry of Housing and Urban Affairs (MoHUA) has launched a National Policy on Faecal Sludge and Septage Management (FSSM) (Attachment A) in 2017 and encouraged States to set up systems towards the safe collection, treatment and disposal of all human waste that is collected from on-site sanitation systems. In accordance with this, GoAP has notified G.O. 134 (Attachment B) on 31st March 2017 outlining the policy and operative guidelines for Faecal Sludge and Septage Management (FSSM) in Urban Local Bodies.

To comprehensively establish improved sanitation practices and systems, the GoAP has decided to set up Faecal Sludge and Septage Treatment Plant (the “FSTP”) in each of the Urban Local Bodies to tackle the health and environmental hazard caused when human excreta is disposed in open areas and water bodies due to lack of treatment facilities. It is to be noted that pollution load of septage is much higher vis-à-vis sewage and needs immediate attention.

To achieve the vision of making urban areas ODF+, the Swachha Andhra Corporation (the “Authority”) has decided to develop and operate/maintain the FSTPs in 76 (seventy six) ULBs of Andhra Pradesh (the “Project”) through Public Private Partnership (the “PPP”) on Design, Build, Operate & Transfer (“DBOT Hybrid Annuity”) basis, and has accordingly decided to carry out the bidding process for selection of a private party to whom the Project may be awarded. The Project has been divided into 7 (seven) Packages and design capacity of each of the FSTPs is as provided in Schedule A of the Draft Concession Agreement. A Bidder has the option to Bid for all the 7 (seven) Packages or 1 (one) or more than 1 (one) Package of its choice. Brief particulars of the Project are as under:

Package Details	Names of ULBs Package-wise	No of proposed FSTPs	Estimated Project Cost
Package 1	Gooty, Kadiri, Kalyandurgam, Madakasira, Paamidi, Puttaparthi, Rayadurg,	11	Rs.14.00 crore



	Rayachoty, Pulivendula, Dhone, Jammalamadugu.		
Package 2	Badvel, Mydukur, Rajampet, Yerraguntla, Allagadda, Atmakur, Gudur, Nandikotkur, Palamaneru, Punganur.	10	Rs.11.20 crore
Package 3	Nagari, Puttur, Atmakur, Gudur, Naidupet, Sullurpet, Venkatagiri, Kandukur, Kanigiri, Markapur, Giddalur.	11	Rs.14.00 crore
Package 4	Addanki, Chimakurthy, Chirala, Bapatla, Macherla, Mangalagiri, Piduguralla, Ponnur, Repalle, Sattenapalli, Vinukonda.	11	Rs.14.80 crore
Package 5	Tadepalli, Jaggiahpeta, Nandigama, Nuzivid, Pedana, Tiruvuru, Vuyyuru, Jangareddigudem, Nidadavole, Tanuku, Palacole.	11	Rs.14.00 crore
Package 6	Amalapuram, Gollaprolu, Mandapeta, Mumidivaram, Peddapuram, Pithapuram, Ramachandrapuram, Samalkot, Tuni, Yeleswaram, Kovvur.	11	Rs.11.20 crore
Package 7	Yellamanchali, Narsipatnam, Bobbili, Nellimarla, Salur, Amadalavalasa, Ichapuram, Palakonda, Palasa Kasibugga, Parvathipuram, Rajam.	11	Rs.12.00 crore
Total		76	Rs.91.20 crore

- 1.1.2. The Selected Bidder, who is either a company incorporated under the Companies Act, 1956 or its substitute thereof or undertakes to incorporate as such prior to execution of the concession agreement (the "Concessionaire"), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the concession agreement (the "Concession Agreement") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.
- 1.1.3. The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession").
- 1.1.4. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way



or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- 1.1.5. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the "Bid Due Date").

1.2. Project details

1.2.1. Scope of the Project:

Subject to the provisions of the Concession Agreement, the Concession Period for the Project is 10 (ten) years. The broad scope of the Project during the Concession Period is as detailed hereunder:

- a. The concessionaire is responsible for design, construction/installation, operation and maintenance of the FSTPs for effective treatment of faecal sludge and septage in respective ULBs on design, build, operate & transfer (DBOT Hybrid Annuity) basis at the Project sites being provided by the Authority/ULBs and in conformity with the Specifications and Standards as set forth in the Draft Concession Agreement. The design capacity of each of the FSTPs shall be as spelt out in Schedule A of Draft Concession Agreement.
- b. The construction includes the civil works along with development of all support infrastructure, electromechanical, instrumentation and such other activities that are required to be carried out for putting the FSTPs in safe operations;
- c. To carry out soil bearing capacity tests before commencement of construction works to obtain data to develop foundation designs;
- d. To install and operate bore wells at the FSTPs and it includes re-boring, in case of failure of water source;
- e. To develop storage facility at the Project sites for septage & sludge received and treated;
- f. To establish and operate laboratory for testing the influent and effluent as per protocols for testing, and testing of bio-solids as per WHO norms, 1 (one) laboratory per Package;
- g. Alternative electrical power source sufficient to operate the pollution control system of FSTP shall be installed and operated as required;



- h. To install and operate 2 (two) CCTVs in each of the FSTPs, one covering the tankers/trucks unloading area and the other covering treatment facility area; and CCTVs feed have to be connected to the Swachha Andhra Corporation/ULBs;
- i. To install and operate biometric access control system and entry into the Project sites be regulated through biometric access for all the staff working at the treatment facility and the unloading tanker/truck drivers;
- j. To undertake a mass awareness / sensitization program in the surrounding residential / village area, so as to ensure local people are aware of the facility and to take them into confidence of the FSTP activities;
- k. To undertake marketing, distributing and selling soil conditioner/bio-fertilizer and/or bio-gas and the recycled water as may be required;
- l. To establish consumer grievance redressal system for faecal sludge management and to share helpline numbers with residents as part of monitoring and record keeping systems for efficient management of faecal sludge; and
- m. Perform and fulfill such other obligations incidental to the proposed activities.

For detailed Scope of Work, please refer to the Schedule B of the Draft Concession Agreement.

1.2.2. **Role & Responsibilities of the Concessionaire**

The role and responsibilities of the Concessionaire during the Concession Period are as detailed hereunder:

- a. To use proven technologies only. The treatment and disposal of septage & faecal sludge shall be in compliance with CPHEEO standards, norms notified under Environment (Protection) Act, 1986, Pollution Control Board norms, the Solid Waste Management Rules, 2016 notified by Ministry of Environment, Forest and Climate Change (MoEF & CC) of GoI, all the rules and regulations specified in the Air (Prevention and Control) Pollution Act 1981, Water (Prevention and Control of Pollution) Act, 1974 and Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2016 and their amendments issued thereof from time to time and as applicable to the Project;
- b. The FSTPs shall be designed and operated to meet the norms notified by MoEF & CC of GoI vide Notification G.S.R.1265 (E) dated 13thOctober 2017 and also, as per the norms laid by the State Pollution Control Board (SPCB) of Andhra Pradesh through Consent to Establish/Consent to Operate.



- c. To monitor the quality of the treated wastewater / solid waste regularly for the parameters as stipulated in the consent order of the Andhra Pradesh SPCB and submit the report to the Authority.
- d. To take precautions of minimizing flies, rodents and bird menace and fire hazards and to take necessary steps and processes that would bring in control of odour at the site;
- e. The liquid, solid and gaseous emissions emanating from the facility shall meet the Pollution Control Board norms and the good industry practices;
- f. shall take measures to comply with the provisions laid down under Noise pollution (Regulatory and Control) Amendment Rules, 2010 dated 11.01.2010 issued by MoEF & CC, GoI to control the noise to the prescribed levels;
- g. To comply with emission limits for DG sets of capacity up to 800 KW as per the Notification G.S.R.520 (E), dated 01.07.2003 and G.S.R.448(E), dated 12.07.2004 under the Environment (Protection) Act, 1986 Rules. In case of DG sets of capacity more than 800 KW, it shall comply with emission limits as per the Notification G.S.R.489 (E), dated 09.07.2002 at serial no.96, under the Environment (Protection) Act, 1986;
- h. Encouraged to deploy clean technology to minimize emissions and reduce energy usage. In order to meet its power consumption requirements, the Concessionaire is encouraged to use solar energy;
- i. The end product compost shall meet the standards prescribed under Fertilizer Control Order notified by GoI/GoAP from time to time;
- j. To maintain good housekeeping in the Project sites premises;
- k. To carry out necessary geotechnical surveys for considering the hydrological and flooding potential at the Project site and accordingly the FSTPs to be designed;
- l. The facility shall take appropriate measures to ensure that the ground level concentrations shall comply with revised National Ambient Quality Norms notified by MoEF & CC, GoI on 16.11.2009;
- m. To provide fire protection measures and safety equipment at the Project site;
- n. To test input quality of the collected septage at the Project site periodically and maintain records.
- o. Onsite simple testing at the decanting facility for pH, conductivity, etc., shall be performed to identify toxic loads if any, to ensure course correction;
- p. The emissions through the chimney for the parameters mentioned in the consent order shall be monitored and submit the report to the Authority;



- q. To submit environment statement in Form V before 30th September every year as per Rule No. 14 of Environment (Protection) Act, 1986 & its amendments thereof from time to time;
- r. To install a separate energy meter for FSTPs to record energy consumed and to maintain daily log of the same;
- s. The receipt of faecal sludge through the tankers/trucks shall be during working hours only as approved by the Authority;
- t. A responsible person shall be appointed at the Project site to ensure that industrial waste is not unloaded at the treatment facilities;
- u. Trained manpower to be deployed to operate the systems and to ensure that they always wear personal protective equipment such as gloves, face masks to avoid injuries and health risks;
- v. Responsible for all Permissions & Clearances which includes Environment (Protection) Act, 1986, the Air (Prevention and Control) Pollution Act 1981 and Water (Prevention and Control of Pollution) Act, 1974, as amended from time to time and any other permits as applicable to the proposed Project.
- w. The Concessionaire to develop baseline data of the site and surrounding areas covering soil, groundwater, surface water, noise and ambient air through reputed universities/laboratories recognized under Quality Council of India;
- x. To develop and maintain green belt of minimum three rows with tall growing with good leaf area native trees and water harvesting measures in the premises;
- y. Will have to enter into a land lease agreement with the respective ULBs and to pay a lease rental of Rs. 1 per Square meter per annum; and
- z. The Concessionaire shall open and establish an escrow account with a bank in accordance with the Concession Agreement read with the Escrow Agreement.

1.2.3. **Role & Responsibilities of the Authority**

The role and responsibilities of the Authority, during the Concession Period, are as detailed hereunder:

- a. The capital expenditure and the periodical O & M Costs will be financed by the Authority on Hybrid Annuity basis as per the provisions of this RFP and the Concession Agreement. In this regard, 50% of the Bid Project Cost shall be paid during the construction period and remaining Bid Project Cost along with interest @ 9.75% and the periodical O & M Costs shall be paid in biannual instalments during operation period as per the provisions of the Concession Agreement. The O & M Costs (the "O & M Costs") include personnel costs, consumables, energy/power consumption charges, laboratory operation and maintenance expenses,



other utilities and services expenses, repairs and maintenance including replacement and refurbishing costs, overheads, contingencies and any other costs as assumed by the Bidders in this regard. The Authority shall make such payments into the escrow account only;

- b. To provide encumbrance free land for project development. The respective ULBs shall allot the land for setting up of the FSTPs;
- c. Provision of motorable road and electricity supply up to the Project site;
- d. To regulate desludging operators and direct them to deliver faecal sludge and septage at the Project site for treatment; and
- e. To assist in all approvals & permissions including for sourcing of water both potable and for treatment, and for environmental clearances.

1.2.4. **Project Development Options**

It is proposed to follow technology agnostic approach for Project development and, therefore, the Selected Bidder is free to employ any of the technology options testing for setting up of FSTPs. In this regard, the Bidders have to explore the pros and cons of various technology options and propose an option that is best suitable to the proposed Project suitable to the local conditions.

However, it is to be noted that the Technical Advisory Committee (TAC) constituted by GoAP will have to approve the technology proposed by the Selected Bidder before it is implemented. Accordingly, the Bidders have to submit their technology option along with their Bids.

The Concessionaire has the right to develop the Project using such approved technology for implementation of the Project in accordance with the provisions of the Concession Agreement and Applicable Laws. The Concessionaire shall have the right to modify, adapt, upgrade, or change the technology, from time to time, based on actual operations of processing facility subject to meeting service levels and other provisions of the Concession Agreement. The Concessionaire has the following general obligations, irrespective of the technology used, for Project development:

- i. Components / equipment to be deployed at the treatment plant shall comply with approved/minimum technical standards as per Bureau of Indian Standards (BIS) / International Electro-technical Commission / technical standards that are specified by Government of Andhra Pradesh, as amended from time to time, and as per good industry practice; and
- ii. Open burning of sludge/waste is not permitted.

1.3. **Brief description of Bidding Process**

- 1.3.1. The Authority has adopted single stage three envelopes bidding process (referred to as the “Bidding Process”) for selection of the Bidder for award of the Project. The Bidder will be selected under Least Cost Selection (LCS)



method as described in this RFP. The expression “Bidder” shall, unless repugnant to the context, include the members of the Consortium.

- 1.3.2. Interested Bidders (the “Bidders”) are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the date specified in Clause 1.4, for submission of Bids, the Bid Due Date.
- 1.3.3. The Bidding Documents include the RFP, the draft Concession Agreement for the Project, the bid price and any other document issued by the Authority in relation to this Project. The aforesaid documents and any addenda issued subsequent to this RFP, will be deemed to form part of the Bidding Documents.
- 1.3.4. A Bidder is required to deposit, along with its Bid, a Bid Security of Rs.28,00,000/- (Rupees twenty eight lakh only) (the “Bid Security”), per Package refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have to provide Bid Security in the form of a demand draft in favour of Swachha Andhra Corporation SWM, payable at Vijayawada”, and in such event, the validity period of the Demand Draft shall not be less than 75 (seventy five) days from the Bid Due Date and may be extended as may be mutually agreed between the Authority and the Bidder. The Bidder shall also pay to the Authority a sum of Rs. 10,000/- (Rupees ten thousand only) per Package towards the cost of the RFP in the form of a demand draft in favour of Swachha Andhra Corporation SWM, payable at Vijayawada” drawn on any scheduled bank. The Bid shall be summarily rejected if it is not accompanied by the Bid Security and the demand draft towards cost of RFP.
- 1.3.5. Bidders are advised to examine the Project in greater detail, including development and operation of the Project and to carry out, at their cost, proper due diligence of the Project including such studies as may be required for submitting their respective Bids. The Bidders should have their marketing strategy in place to realize optimum revenues from the Project.
- 1.3.6. Bids would be evaluated on the basis of the lowest assessed Bid Price (the “Bid Price”). The assessed Bid Price shall be summation of a). Net Present Value (NPV) of Bid Project Cost during Concession Period and b). NPV of O & M Cost (the “O & M Cost”) during the O & M Period, required by a Bidder for implementing the Project and shall be paid as per the provisions of the Concession Agreement. The assessed Bid Price shall be worked out as shown in the attached excel working sheet, Attachment C and it constitutes the sole criteria for evaluation of Bids. Subject to Clause 2.15 and Clause 3.6.3, the Project will be awarded to the Bidder quoting the lowest assessed Bid Price.

The discount rate for calculation of NPV shall be 9.75% (Bank Rate+3%), and Bank Rate shall be the applicable Bank Rate as on 20.02.2018, i.e., 6.75% (source: Reserve Bank of India website).



In this RFP, the term “Lowest Bidder” shall mean the Bidder who’s assessed Bid Price is the lowest.

- 1.3.7. Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.4. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Event Description	Date
1. Last date for receiving queries	: 07.05.2018
2. Pre-Bid Conference	: 08.05.2018
3. Authority response to queries by	: 15.05.2018
4. Bid Due Date	: 07.06.2018 (15.00 hrs)
5. Opening of Technical Bids	: 10.06.2018
6. Presentation by technically qualified bidders:	25.06.2018
7. Opening of Financial Bid	: 26.06.2018
8. Letter of Award (LOA)	: 05.07.2018
9. Validity of Bids	: 120 days of Bid Due Date
10. Signing of Concession Agreement:	Within 30 days of award of LOA

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.3. The Bid should be furnished in the formats as specified in the Appendices. Bid amount shall be indicated clearly in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The Bidders should ensure that all the information required to be provided by them under the Bidding Documents is included in their Bid whether or not a particular format specified herein makes



- provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.
- 2.1.4. The Bidder shall deposit a bid security (the “Bid Security”) of Rs. 28,00,000/- (Rupees twenty eight lakh only) per Package in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of Demand Draft. The Bid should also be accompanied by a non-refundable demand draft for Rs. 10,000/- (Rupees ten thousand) towards cost of RFP.
 - 2.1.5. The validity period of the Demand Draft shall not be less than 75 (seventy five) days from the Bid Due Date and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.
 - 2.1.6. The Bidder should submit a Power of Attorney as per the format at Appendix–VI, authorizing the signatory of the Bid to commit the Bidder.
 - 2.1.7. In case the Bidder is a Consortium, the members thereof should furnish a Power of Attorney in favor of any member, which member shall thereafter be identified as the Lead Member, in the format at Appendix-VI. In case the Bidder is a Consortium, Joint Bidding Agreement in the format at Appendix-VII shall be submitted by the Bidder.
 - 2.1.8. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
 - 2.1.9. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
 - 2.1.10. The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.11 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
 - 2.1.11. This RFP is not transferable.
 - 2.1.12. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
 - 2.1.13. Where the Bidder is a Consortium entity, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the “SPV”), to execute the Concession Agreement and



implement the Project. The Consortium entity shall, in addition to forming an SPV, comply with the following additional requirements:

- a. number of members in a Consortium shall not be more than 3 (three) and none of the members in a Consortium should be under any sort of ineligibility under the Bid Documents;
- b. the Bid should contain the information required for each member of the Consortium;
- c. members of the Consortium shall nominate one member as the lead member (the “Lead Member”). The nomination shall be supported by a Power of Attorney, as per the format at Appendix-VI, signed by the members of the Consortium;
- d. the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O & M obligations;
- e. an individual Bidder cannot at the same time be a member of a Consortium bidding for the RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium bidding for the RFP;
- f. members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-VII (the “Joint Bidding Agreement”), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted shall, inter alia:
 - i. convey the intent to form an SPV, solely for the purpose of domiciling the Project and no other purpose, with shareholding/ownership equity commitments in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Consortium;
 - ii. clearly outline the proposed roles and responsibilities, if any, of each member;
 - iii. commit the minimum equity stake of each member;
 - iv. commit that each of the members shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each member shall, for a period of 3 (three) years from the date of commercial operation of the Project, hold entire such subscribed and paid up equity share capital in the SPV;
 - v. subject to approval from the Senior Lenders and the Authority, after the expiry of 3 (three) years from the date of commercial operations of the Project, one or more Members of the Consortium can exit the SPV, subject to all the Members of the Consortium collectively continue to



hold at least 51% of the subscribed and paid up equity share capital in the SPV;

vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and

g. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

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

2.1.16. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, 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 any public entity for breach by such Bidder, Consortium Member or Associate.

Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

2.1.17. In computing the Net Worth and Technical Capacity of the Bidder / Consortium Members under Clauses 2.2, 3.3 and 3.4, the Technical Capacity and Net Worth of their respective Associates would also be eligible as detailed hereunder:

For the 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 of direct the management and policies of such person by operation of law.

A certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

2.1.18. If any services, functions or responsibilities not specifically described in this RFP are inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the



deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder.

2.2. ELIGIBILITY AND TECHNICAL QUALIFICATIONS

2.2.1. Eligibility:

S No.	Eligibility Criteria	Documents to be submitted
	FINANCIAL CRITERIA	
1.1	The firm, and the Lead Member in case of a Consortium, to be a company registered under the act of 1956/2013 and in existence at least for 3 (three) years at the end of preceding financial year, i.e., 2016-17.	Copy of Certificate of Incorporation.
1.2	The firm, and the Lead Member in case of a Consortium, to have declared net profit at the end of preceding financial year, i.e., 2016-17.	Copy of the balance sheet/auditor certificate.
1.3	The Bidder to have a minimum average annual turnover of INR 3.5 (three point five) crore in the last 3 (three) consecutive financial years preceding the Bid Due Date and in case of a Consortium, the cumulative average turnover of all the Members of Consortium would be reckoned.	Audited balance sheets / Auditor's Certificate.
1.4	Minimum Net Worth of INR 3.5 (three point five) crore at the end of preceding financial year, i.e., 2016-17 and in case of a Consortium, the criteria has to be satisfied as per the share of each member of the Consortium in the equity capital of the SPV. In case any of the Bidders is the Lowest Bidder in more than one Package and the Authority decides to award, subject to Clause 3.3.6, more than one Package to such Bidder(s); the Bidder(s) should have minimum Net Worth corresponding to the number of Packages awarded to them. For the sake of clarity and by way of illustration, if 2 (two) Packages are awarded to one such Lowest Bidder(s), then the minimum Net Worth of such Bidder(s) shall be INR 7 (seven) crore at the end of preceding financial year. i.e., 2016-17.	As certified by a Chartered Accountant.
	TECHNICAL CRITERIA	
2.1	The firm to have prior experience and expertise in developing and/or designing and constructing and operating waste water / septage management /waste to compost / Bio-methanation projects in India. The Bidder should have commissioned at least one project of the above specified in the last 5 (five) years.	Copies of firm orders / contract along with Certificates, if any, issued by Government Organizations / Municipal Corporations or their equivalent / private



	<p>In case of Consortium, the criteria can be complied by any one Member of the Consortium for project development experience and the other for O & M experience.</p> <p>To claim design and construction experience /operations experience, the entity claiming the experience should have been appointed/hired directly by the relevant government /private entity for execution/operations. Any subcontracting work shall not be considered.</p>	<p>entities to demonstrate its experience of developing / commissioning and operating the project in the last 5 (five) years.</p>
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*Necessary documents have to be submitted to the satisfaction of the Authority.

For the purposes of this RFP, net worth (the “Net Worth”) shall mean 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 loses, 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.

2.2.2. Technical Qualifications:

S No.	Technical Qualifications	Max. Marks	Documents to be submitted
1	<p>Experience in developing and/or designing and constructing and operating waste water / septage management / waste to compost / Bio-methanation projects in India for at least 2 (two) years:</p> <ol style="list-style-type: none"> 1. upto 2 (two) projects of at least 20 KLD/TPD capacity each: 25 marks; 2. 3 (three) Projects of at least 20 KLD/TPD capacity each: 40 marks; and 3. More than 3 (three) Projects of at least 20 KLD/TPD capacity each: 50 marks. <p>In case of Consortium, the criteria can be complied by any one Member of the Consortium for development/designing and construction of the project and the other for O & M experience.</p> <p>To claim relevant development and/or designing and constructing /operations experience, the entity claiming the experience should have been appointed/hired directly by the government /private entity for project</p>	50	<p>Photocopies of project completion / commissioning certificates, any other relevant documents / certificates should be established. The details should cover Bidder experience in development of the facility.</p>



	execution / operations. Subcontracting will not be considered.		
2	<p>Average annual turnover from any projects dealing with waste water / septage management /waste to compost / Bio-methanation projects in India in the last 3 (three) years:</p> <ol style="list-style-type: none"> 1. Turnover of minimum INR 3.5 crore-10 marks; 2. Turnover of INR 3.5 crore to 4.0 crore-15 marks 3. Turnover >INR 4.0 crore – 20 marks. <p>In case of a Consortium, the combined turnover of all the Consortium Members shall be taken into consideration.</p>	20	Auditor / CA certificate.
3	<p>Proposed processing technology option clearly outlining the technical and other advantages of the proposed option along with the business plan and the methodology of Project development.</p> <p>Evaluation weightage:</p> <ol style="list-style-type: none"> 1. Technical plan including identification of risks and mitigating plan: 15%; 2. Bio-solids output indicators: <ol style="list-style-type: none"> a. Removal of Helminths eggs: 10%; b. Lowering of moisture content: 10%; 3. Range of influent characteristics the designed plant can handle: 15%; 4. Ease of operations & maintenance: 20%; 5. Organization & staffing: 10%; 6. Change management: 10%; and 7. Hazard risk management: 10%. 	30	<p>To be submitted in the format of Appendix III of this RFP.</p> <p>Additionally, Bidders whose Bids were declared responsive in accordance with Clause 3.2 and who also meet the criteria set out in Clause 2.2.1 have to give a presentation before Technical Advisory Committee.</p>
Total		100	

*Necessary documents have to be submitted to the satisfaction of the Authority.

2.2.3. For determining the eligibility of Bidder, the following shall apply:

- a. The Bidder may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no Bidder applying individually or as a member of Consortium, as the case may be, can be member of another Bidder. The term used herein would apply to both a single entity and a Consortium.
- b. Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an



existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.14.

- c. 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, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- i. The Bidder, and any other Bidder, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.3, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - ii. Such Bidder receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder; or
 - iii. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or



- iv. Such Bidder, has a relationship with another Bidder, directly or through common third party/ 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; or
- v. Such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.2.4. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.3. Change in Ownership

By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of its technical and financial capacity and shall hold, for entire duration of the Concession Period, equity share capital representing not less than: (i) 51% (fifty one per cent) of the subscribed and paid-up equity of the Concessionaire. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder.

2.4. Cost of Bidding

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



2.5. Site visit and verification of information

- 2.5.1. Bidders are encouraged to submit their respective Bids after visiting the respective ULBs and the Project sites and ascertaining for themselves the conditions at the respective ULBs and the Project sites, surroundings, availability of power, water & other utilities for construction, access to sites, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them. No financial claims for such visits and for collection of information shall be reimbursable. The Bidders can contact Mr. Mr P Ananda Rao, Chief Engineer at Ph No. 0866-2456708 and email id ceswachhandhra@gmail.com for any help in logistics.
- 2.5.2. It shall be deemed that by submitting a Bid, the Bidder has:
- made a complete and careful examination of the bidding documents;
 - received all relevant information requested from the authority;
 - accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of the authority relating to any of the matters referred to in clause 2.5.1 above;
 - satisfied itself about all matters, things and information including matters referred to in clause 2.5.1 hereinabove necessary and required for submitting an informed bid, execution of the project in accordance with the bidding documents and performance of all of its obligations thereunder;
 - acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred to in clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the authority, or a ground for termination of the Concession Agreement by the Concessionaire;
 - acknowledged that it does not have a conflict of interest; and
 - agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6. Verification and Disqualification

- 2.6.1. 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 and the Bidder shall, when so required by the Authority, make



available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

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

2.6.3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified / rejected, then the Authority reserves the right to:

- i. Invite the second, third and so on ranked Bidders to submit their Bids in accordance with Clause 3.6.1; or
- ii. Take any such measure(s) as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.4. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

Incomplete tenders or tenders not fulfilling any of the conditions specified in the RFP document are liable to be rejected without assigning any reason.

B. DOCUMENTS

2.7. Contents of the RFP



- 2.7.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

- I. Letter comprising Bid along with Details of Bidder in Appendix I-Annex I.
- II. Details of Eligible Projects
- III. Technical Bid
- IV. Financial Bid
- V. Power of Attorney for signing of Bid
- VI. Power of Attorney for Lead Member of Consortium
- VII. Format for Joint Bidding Agreement for Consortium
- VIII. Anti-Collusion Certificate

- 2.7.2. The draft Concession Agreement along with the Schedules provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.8. Clarifications

- 2.8.1. Bidders requiring any clarification on the RFP may notify the Authority in writing and by e-mail at swachhaandhra2015@gmail.com / ceswachhaandhra@gmail.com. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.4. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.8.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3. Requests for additional information, or any delay in complying with such requests, shall not, however, in any way affect the obligation of the Bidder to send the complete Bids by the deadline indicated above.
- 2.8.4. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and



interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9. Amendment of RFP

- 2.9.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2. Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- 2.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10. Format and Signing of Bid

- 2.10.1. Bidder shall in its Bid provide all the information sought under the Bidding Documents. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.10.2. The Bidder shall prepare one original set of its Bid clearly marked "ORIGINAL". In addition, the Bidder shall submit two copies of its Bid clearly marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 2.10.3. All the pages of Bid including brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. Bids with erasing / overwriting / cutting which are without authentication will be liable for rejection.

2.11. Sealing and Marking of Bids

- 2.11.1. The Bid shall consist of four envelopes:

Envelope 1: Documents pertaining to Eligibility;

Envelope 2: Documents pertaining to Technical Bid;

Envelope 3: Financial Bid; and

Envelope 4: Copy of Documents.



2.11.2. The documents to be submitted in each of the envelopes shall include:

Envelope 1: Eligibility; (envelope should clearly be marked as “Envelope 1: Eligibility”) and shall contain the following:

- a. Bid in the prescribed format specified at Appendix-I, Appendix I-Annex I and Appendix-II along with the required supporting documents to demonstrate the Bidder’s eligibility as set out in Clause 2.2.1 (Eligibility);
- b. Bid Security in the form of Demand Draft along with demand draft towards cost of RFP;
- c. Power of Attorney for signing of Bid in the format at Appendix-V;
- d. Power of Attorney for Lead Member of Consortium, as applicable, in the format at Appendix-VI;
- e. Joint Bidding Agreement for Consortium, as applicable, in the format at Appendix-VII;
- f. Anti-collusion certificate in the format at Appendix VIII; and
- g. A copy of the Draft Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (d) hereinabove.

Envelope 2: Technical Bid (this envelope should clearly be marked as “Envelope 2: Technical Bid”) and shall contain the following:

- a. All the documents in support of technical qualification requirements as described in Clause 2.2.2 of the RFP including the Technical Bid in the format as specified at Appendix III.

Envelope 3: Financial Bid (the envelope should clearly be marked as “Envelope 3: Financial Bid”)

The Financial Bid shall be submitted in the format specified at Appendix – IV.

2.11.3. A true copy of the documents accompanying the Bid, as specified in Clause 2.10.2 above, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory of the Bidder. This copy of the documents shall be placed in a separate envelope (**Envelope 4**) and marked “Copy of Documents”.

2.11.4. The four envelopes specified in Clauses 2.11.1, 2.11.2 and 2.11.3 shall be placed in an outer envelope, which shall be sealed. Each of the five envelopes shall clearly bear the following identification:

“Bid for setting up of Faecal Sludge & Septage Treatment Plants in Urban Local Bodies of Andhra Pradesh on Design-Build-Operate & Transfer (DBOT Hybrid Annuity) basis” – and shall clearly indicate the number of the



envelope, name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of each of the envelopes. Each envelope shall be individually sealed.

2.11.5. Each of the envelopes shall be addressed to:

ATTN. OF: Mr P Ananda Rao
DESIGNATION Chief Engineer, Swachha Andhra Corporation,
ADDRESS: #Flat No.303, Vijayalakshmi Residency, ESI Hospital Road, Gunadala, Vijayawada-520004.

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

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

2.12. Bid Due Date

2.12.1. Bids should be submitted before 15:00 hours IST on the Bid Due Date at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP. A receipt/acknowledgment thereof should be obtained from the person specified at Clause 2.11.5.

2.12.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13. Late Bids

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

2.14. Modifications/Substitution/Withdrawal of Bids

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

2.14.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.



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

2.15. Rejection of Bids

2.15.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to 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 therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.15.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.16. Validity of Bids

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

2.17. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.18. Correspondence with the Bidder

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

D. BID SECURITY

2.19. Bid Security

2.19.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.5 and 2.1.6 hereinabove in the form of Demand Draft drawn on a nationalized bank, or a Scheduled Bank in India in favor of Swachha Andhra Corporation SWM payable at Vijayawada (the “ Demand Draft ”) and having a validity period of not less than 75 (seventy five) days from the Bid Due Date, and may be extended as may be mutually agreed between the



Authority and the Bidder from time to time. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 2.19.2. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.19.3. Any Bid not accompanied by the Bid Security and the Demand Draft towards the cost of RFP shall be summarily rejected by the Authority as non-responsive.
- 2.19.4. Save and except as provided in Clause 1.3.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 90 (ninety) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.19.5. The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- 2.19.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.19.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.19.7. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if
 - a. a Bidder submits a non-responsive Bid;
 - b. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
 - c. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - d. the Selected Bidder fails within the specified time limit –



- i. to sign and return the duplicate copy of LOA; or
 - ii. to sign the Concession Agreement; or
 - iii. to furnish the Performance Security within the period prescribed therefor in the Concession Agreement.
- e. The Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1. Opening and Evaluation of Bids

- 3.1.1. The Authority shall open the Envelope 1 of the Bids at 15:30 hours IST on the Bid Due Date, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.
- a. Bids received by the due date and time and in sealed cover will only be considered for opening and evaluation. Bids other than stated will be summarily rejected.
 - b. Authorized representatives of the participating firms are requested to be present during Bid opening.
 - c. The details of the authorized representatives (who choose to attend) present will be recorded.
 - d. Name of the firms that submitted the Bids will be read aloud in the presence of firm's representatives and will be recorded.
 - e. Each Bid will be given a number in the ascending order and will be recorded against total number of Bids. For instance, if the total number of Bids received is five, the first Bid will be recorded as 1/5, the second as 2/5 and so on.

In case the Bid submission date is deferred due to declared holiday on the Bid submission date, the opening of Bids also will be deferred in line with the extended Bid submission date.

If any of the Bidders or all Bidders who submitted the tender are not present during the specified date and time of opening it will be deemed that such Bidder(s) is / are not interested to participate in the opening of the Bid/s and the Authority at its discretion will proceed further with opening of technical Bid in their absence.

- 3.1.2. The Technical Advisory Committee constituted by the Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The Bidder has to respond to the Authority and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for



such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Authority.

3.2. Tests of responsiveness

3.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

- a. It is received as per the formats at Appendix-I to Appendix-III;
- b. It is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
- c. It is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11;
- d. It is accompanied by the Bid Security and the demand draft towards cost of RFP as specified in Clause 2.1.5;
- e. It is accompanied by the Power of Attorney as specified in Clause 2.1.7;
- f. It is accompanied by the Power of Attorney for Lead Member of the Consortium and the Joint Bidding Agreement, as the case may be, and as specified in Clause 2.1.8;
- g. It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- h. It does not contain any condition or qualification; and
- i. It is not non-responsive in terms hereof.

3.2.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3. EVALUATION OF ENVELOPE 1: ELIGIBILITY

3.3.1. For the purpose of meeting eligibility criteria under envelope 1, the Bidder shall have to demonstrate that it fulfils the financial criteria and the technical criteria stipulated under Clause 2.2.1 of the RFP.

3.3.2. The Bidder, not meeting either or both of the financial and technical criteria described under Clause 2.2.1 of the RFP, shall be disqualified from the Bidding Process, and its Bid Security shall be returned as per Clause 2.19.4, and its Financial Bids shall be returned to the Bidder unopened.



3.3.3. Only those Bidders whose Bids were declared responsive as per Clause 3.2, and who meet both financial and the technical criteria requirements as per the Clause 2.2.1 shall have their Technical Bids opened and evaluated as per Clause 3.4.

3.4. EVALUATION OF ENVELOPE 2: TECHNICAL BID

3.4.1. The Technical Advisory Committee shall open the Technical Bids contained in envelope 2 of those Bidders whose Bids were declared responsive in accordance with Clause 3.2 and who also meet both financial and technical criteria set out in Clause 2.2.1. The Bids which have been declared non-responsive or non-complaint with Clause 2.2.1 of the RFP shall be rejected.

3.4.2. The Technical Bids shall contain all the information in the format as described in Appendix III and the documents in support of the Bidders technical qualifications as set out in Clause 2.2.2 of the RFP. In this regard, all the Bidders whose Technical Bids does not provide the information, and/or the supporting documents as required shall be declared non-complaint and shall be disqualified from the Bidding Process and the Bid Security shall be returned as per Clause 2.19.4.

3.4.3. The Technical Advisory Committee shall evaluate compliant Technical Bids as per the evaluation criteria set out in Clause 2.2.2 and award marks accordingly.

3.4.4. Only those Bidders who score a minimum of 60 marks in the technical qualifications as set out in Clause 2.2.2 shall be shortlisted for opening of the Financial Bids.

3.4.5. Even though the bidders score qualification marks, they are subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and / or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

3.4.6. The Financial Bids of those Bidders whose Technical Bids were declared non-compliant as per Clause 3.4.2 or who score less than 60 marks in the technical qualification criteria shall be returned to the Bidders unopened.

3.4.7. The Technical Advisory Committee will prepare the list of shortlisted Bidders and they will be intimated at the email addresses as provided to the Authority.

3.5. EVALUATION OF ENVELOPE 3: FINANCIAL BID

3.5.1. The Authority shall open the Financial Bids contained in Envelope 3 of those Bidders who have been shortlisted for further evaluation.

3.5.2. Financial Bids shall be opened publicly in presence of the Bidders' representatives on the date of financial bid opening. The Bid Price in the Financial Bid as per Appendix -IV (Financial Bid) will be considered as the financial bid.



3.5.3. The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The Bid Price indicated in the Financial Bid shall be deemed as final. The Bidder with lowest assessed Bid Price shall be the Lowest Bidder and shall be the Selected Bidder, subject to the provisions of this RFP.

3.6. SELECTION OF BIDDER

3.6.1. Subject to the provisions of Clause 2.15.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.3 and 3.4 and who's assessed Bid Price is the lowest, shall be declared as the selected Bidder (the "Selected Bidder"). The second, third and so on ranked Bidders shall be kept in reserve and may be invited for negotiations in that order in case the first ranked Bidder withdraws or fails to comply with the requirements specified in the RFP, as the case may be.

3.6.2. In the event that, the assessed Bid Price of two or more Bidders is the same (the "Tie Bids"), the Authority shall declare the selected Bidder as the Bidder who has scored highest marks among them in Technical Bid evaluation.

3.6.3. In the event of a Bidder is the Lowest Bidder for more than 3 (three) Packages, the Authority reserves the right to restrict the number of Packages awarded to such Lowest Bidder to 3 (three) and rest of the Packages shall be awarded to the other Bidders as per the following procedure:

- i. the Lowest Bidder will be allowed to take 3 (three) Packages of its choice;
- ii. the Authority will invite the second Lowest Bidder for the remaining Package(s) not awarded to the Lowest Bidder to match the Lowest Bidder's assessed Bid Price for such Package(s) and in case the second Lowest Bidder does not match the Lowest Bidder's assessed Bid Price, the offer will be made on the third Lowest Bidder and so on;
- iii. in the eventuality that a Bidder is the Lowest Bidder in more than 5 (five) Packages, the Packages awarded to the second Lowest Bidder or the other Bidders as per the procedure explained in Clause 3.6.3 (ii) above, shall be restricted to 2 (two); and
- iv. in case no other Bidder matches the assessed Bid Price of the Lowest Bidder in the other Package(s), it/they shall be awarded to the Lowest Bidder only.

3.6.4. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be invited for negotiations.



- 3.6.5. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.4. The Agreement shall be executed in two copies in English language, each party receiving one original copy. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.
- 3.6.6. On signing of the Concession Agreement, the Concessionaire shall intimate the name of the principal officer who will be acting for and on behalf of the Concessionaire in all its relations and communications with the Authority. If there is any change in the principal officer, Concessionaire shall intimate such change to the Authority immediately.

3.7. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. Fraud and corrupt practices

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, 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, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP



issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, 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 practices, as the case may be.

- 4.3. For the purposes of this Clause 4, 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 who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.4 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - b. “Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c. “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - d. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1. Pre-Bid Conference of the Bidders will be held as given hereunder so as to clarify bidders’ doubts, if any, in respect of RFP.



Date	Time	Venue
08.05.2018	15.00 hours (IST)	Hotel Innotel, Ramavarapadu, Vijayawada

Only authorized representatives of the Bidders shall be allowed to participate in the pre-Bid conference. The representatives shall produce the authority letters at the pre-Bid meeting.

- 5.2. During the course of 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.
- 5.3. The Authority consolidate all the written queries and any further queries that may come up for discussion during the pre-bid meeting and the replies to the queries shall be communicated at the email addresses provided by the respective Bidders. The clarifications of the Authority to the Bidders' queries and the amendment / corrigendum furnished hereof shall become part and parcel of the RFP and the same shall be binding on the Bidders.

6. MISCELLANEOUS

- 6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and including but not limited to laws of Government of Andhra Pradesh and the Swachha Andhra Corporation Rules and Regulations in force and as amended from time to time; and the Courts in Vijayawada/Hyderabad shall have exclusive jurisdiction in all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - consult with any Bidder in order to receive clarification or further information;
 - retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder;
 - independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder; and or
 - amend, modify or re-issue the Bidding Documents or any part thereof.
- 6.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably,



unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

- 6.4. Any environmental and social impact assessment to be performed by the Bidders shall be done in accordance with applicable social and environmental laws (meaning all applicable statutes, laws, ordinances, rules and regulations of India, including without limitation, all authorization setting standards concerning environmental, social, labour, health and safety or security risks).
- 6.5. The design of mitigation measures following the environmental and social impact assessment shall be carried out in compliance with applicable social and environmental laws.
- 6.6. The Selected Bidder shall agree to operate the Project with a documented environmental, health and safety, and social management system.



APPENDIX I
LETTER FOR THE BID
(On Bidder's Letter Head/Lead Member)

To,

Date:

The Managing Director,
Swachha Andhra Corporation,
Flat NO 303, Vijayalakshmi Residency,
ESI Road, Gunadala,
Vijayawada – 520004.

Sub: _____

Bid(s) submitted for: Package I/II/III/IV/V/VI/VII (please tick mark the Package(s) for which Bid(s) is/are submitted)

With reference to your RFP Document dated -----, I/we, having examined all relevant documents and understood their contents, hereby submit our Bid for selection as Concessionaire for the subject project. The Bid is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire, and we certify that all information provided in the Bid and in the Appendices, are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. The Bid is being submitted for the express purpose of qualifying as a Selected Bidder for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder,



nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We certify that we are not barred by the Government of Andhra Pradesh or any other State Government in India or the Government of India, or any public agencies from participating in similar projects as on [-----] (Bid Due Date).
8. I/We declare that:
 - a. We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b. I/We do not have any conflict of interest as mentioned in the Bidding Documents;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Concessionaire, without incurring any liability to the Bidders.
9. I/We believe that I/we/our Consortium satisfy(s) and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.
10. I/We declare that I/we/any Member, am/are not a member of a/any other Consortium applying for the Project.
11. I/We certify that I/we or any of our Members have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project for the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any Government agency or convicted by a Court of Law.
13. I/We further certify that no investigation by a regulatory authority is pending either against me/us/any Member or against our chief executive officer or any of my/our directors/managers/employees.



14.I/We understand that the Selected Bidder shall be required to incorporate and capitalize a Project Company (the SPV) in accordance with the Bidding Documents prior to execution of the Concession Agreement [in case the Bidder is a Consortium].

15.I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of the Concessionaire or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

16.I/We agree and undertake to abide by all the terms and conditions of the RFP.

17.I/We agree and undertake to be jointly and severally liable for all our obligations as per the provisions set out under the Concession Agreement.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)



**APPENDIX I – ANNEX I
DETAILS OF BIDDER**

1. (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 (provide a true copy of the incorporation certificate):

2. Brief description of the Bidder 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 Authority:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) e-Mail Address:

(g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

(e) Fax Number:

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 2.1.14 (f) should be attached to the Application.

(c) Information regarding the role of each Member should be provided as per table below:

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

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 to be given below (Attach extra sheets, if necessary).

**APPENDIX II
DETAILS OF ELIGIBLE PROJECTS**

Name of the Bidder/Consortium Member (as the case may be) claiming the project development/O & M experience:

Project development/Design & construction Experience (Table 1):

S No.	Project Category (wastewater/FSTP, etc.)	Project Details
1		1. Project Title: 2. Location: 3. Type of Contract (EPC, BOT, etc) & duration: 4. Year of award: 5. Date of commencement of the project; 6. Project completion / commissioning/ commercial operations date: 7. Project description: 8. Project Cost/Contract value: 9. Design capacity: 10. Description of the project technology: 11. Description of the product treated, and compost / gas / electricity, etc., produced per day: 12. Marketing arrangements for the end product: 13. Complete role of the Bidder/Consortium Member: 14. Client (government /private authority) contact person Name, designation and contact details for whom the project was developed/executed: 15. Any other relevant information:

Project O & M Experience (Table 2):

S No.	Project Category (wastewater/FSTP, etc.)	Project Details
1		1. Project Title: 2. Location: 3. Type of Contract (OMT, Management Contract, etc.) & duration: 4. Year of award: 5. Date of commencement of the project; 6. Project completion date: 7. Project description: 8. Project Contract value: 9. Design capacity: 10. Description of the project technology: 11. Description of the product treated,



		<p>and compost / gas / electricity, etc., produced per day:</p> <p>12. Marketing arrangements for the end product:</p> <p>13. Complete role of the Bidder/Consortium Member:</p> <p>14. Client (government /private authority) contact person Name, designation and contact details for whom the project was developed/executed:</p> <p>15. Any other relevant information:</p>

*To be provided where, as part of scope of work, only O & M of the project is covered; and where project development covering both construction and the operation had been undertaken under the scope of work, Table 1 to be used.

- a. The above table(s) should contain the summary details that need to be provided for the projects that the Bidder wishes to showcase as relevant experience in support of both project development/design & construction and O & M experience over the last 5 years.
- b. If the Bidder is a Consortium, such details should be provided separately for each Member of the Consortium.
- c. Bidders can showcase a maximum of 10 (ten) projects for each of the above categories, considered most relevant by the Bidders.
- d. For each project showcased, the following details (along with the supporting documents) should be enclosed to demonstrate the Bidder's fulfillment of eligibility and qualification criteria as stipulated in Clause 2.2.1 & Clause 2.2.2 of the RFP:
 - ❖ a work order/contract agreement/certificate from the client for each of the projects showcased. Such documents should at least state the following:
 - scope of work and contract type;
 - technology employed and capacity in terms of KLD/TPD;
 - date of award and commercial operations date / project commissioning date;
 - contract duration; and
 - a certificate, if any, on the current status of the project.



APPENDIX III FORMAT OF TECHNICAL PROPOSAL

The Bidders shall provide a Technical Proposal based on the requirements given in the RFP, setting out the proposed technology, process flow-chart with design values for inputs and outputs at each stage, with plan for implementation and operation of the Project. The Technical Proposal shall comprise the approach and methodology for treatment and disposal and/or reuse of faecal sludge & septage, implementation schedule and timelines, manpower deployment, etc. The Technical Proposal shall be in adherence to all the regulatory guidelines/norms/standards, etc., and the requirements set out in the draft Concession Agreement.

The Technical Proposal shall cover the following aspects:

- I. **Technical Plan** for Construction/Rehabilitation of all parts of the value-chain covering the following things:
 - i. Design basis: Process flow-chart with design values for inputs and outputs for all the unit operations.
 - ii. Process description accompanying process flow-chart with covering the following things briefly:
 - Mass Balance calculations for the process flow-chart indicating loading rates/retention period and efficiency of unit operations;
 - Dimensioned layout of treatment components within site plan;
 - Hydraulic profile of treatment components;
 - Energy consumption.
 - iii. Broad engineering aspects with materials specifications:
 - Material specifications, equipment/machinery used, structural aspects, specifications for laboratories, etc.
 - Dimensioned layout including associated infrastructure such as internal roads, septage receiving station, internal drainage and any other facility as required for the safe and efficient operation of the treatment facility;
 - Anticipated life in years for components including civil, electromechanical and any other machinery installed;
 - Procurement/Construction/installation/implementation plan along with quality control protocols, QA testing, etc.,
 - iv. Area allocation statement – land requirements, the area utilization plan for the site and Project facilities including processing facility, any other facilities and common areas etc.
 - v. Implementation Plan – present a detailed activity schedule along with milestones in line with the requirements set out in the draft Concession Agreement. This should include a schedule for procuring, installing, and



deploying equipment and trial run and testing at the site. This should also outline the timeline envisaged for obtaining various Government approvals.

- vi. Salient features of the proposed technology and Plant & Equipment deployed: To cover range of influent characteristics the designed plant can handle, Bio-solids (dry faecal sludge) Output parameters, etc.

II. **Operation & Maintenance Plan:**

- i. Process Flow Chart and Material Balance Statement setting out the activities and the outputs at each stage.
- ii. Calculations and methodology for operations with respect to processing & disposal and/or reuse of sludge & septage at the sites.
- iii. Resource Utilization Statement indicating the proposed equipment procurement and utilization, contracting activities, utilization of office and other facilities.
- iv. The maintenance (regular & emergency) schedules should also be indicated over the entire Concession Period.
- v. Re-use of treated outputs (liquid and solid).
- vi. Details on net energy consumption/KLD of faecal sludge treated.

III. **Organization & Staffing:**

To present the calculations for manpower requirement for different parts of the FSTPs value-chain. Proposed organization structure and composition of the project and operational team to be presented, including staff deployment plan, suitable timings for plant operations and roles and responsibilities. Bidders should indicate the number of staff to be sourced locally.

IV. **Change Management Plan:**

Bidders should propose the strategies and technology framework to support project implementation and transition to the new system -

- i. Plan during transition from the Authority run system to private run system.
- ii. Information, Education and Communication awareness campaigns and related initiatives to be launched.
- iii. Mechanism for grievance redressal and/or customer service.

VI. **Identification of Risks and Mitigation plan:**

Ability of the system to ensure all weather operations and be able to handle variable inputs of varying characteristics, ability of the system to handle anticipated shocks such as floods, soil-subsidence, power outage, process



hazard if chemical or biological materials are used, etc., and measures for mitigating risks.

VII. Environment, Health & Safety Policy and Practice:

The Bidders shall indicate compliance mechanism towards environment, health and safety regulations, as applicable to the Project which are proposed to be adopted during the entire Concession Period.

Note: In case a Bidder is proposing different technologies and implementation plans, etc., such Bidder(s) has to submit the Technical Plan for such Packages separately and to be enclosed in separate Envelopes.



Appendix IV
FINANCIAL BID

[On the Letter head of the Bidding Firm]

Date:

The Managing Director,
Swachha Andhra Corporation (SAC),
Flat NO 303, Vijayalakshmi Residency,
ESI Road, Gunadala,
Vijayawada – 520004

Sub: Financial Bid for “setting of FSTPs in ULBS of Andhra Pradesh on DBOT Hybrid Annuity basis.

Sir:

As a part of the Bid for implementing the subject Project, we hereby submit the following Bid Price as our quote to the Swachha Andhra Corporation.

For implementing the subject Project, our financial quote for Package (I/II/III/IV/V/VI/VII)* is:

1. Rs. _____ (Rupees in words) as our Bid Project Cost to be payable by the Authority as per the provisions of the Concession Agreement; and
2. Rs.----- (Rupees in words) as our 1st year O & M Costs to be payable by the Authority as per the provisions of the Concession Agreement.

*Please tick mark the Package for which the Bid is submitted. In case Bid is submitted for more than one Package, use separate sheets for each of the Packages for which Bids are submitted and use separate Envelopes for placing such Bids.

If the Authority selects us as the Concessionaire for this Project, we will abide by the above quote, terms and conditions of the RFP and the mechanism for arriving at the assessed Bid Price by the Authority. We also understand that, in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

We also enclose the “Attachment C - Calculation sheet for arriving at assessed Bid Price”, duly incorporating our Bid Project Cost and our 1st year O & M cost, to this Financial Bid, for your reference.

We agree that this offer shall remain valid for a period of one hundred and twenty (120 days) from the Bid Due Date or such further period as may be mutually agreed upon.



Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Note: 1. The financial Bid to be submitted strictly as per the above format. Non-compliance to the above format shall disqualify the firm's Bid.

Appendix-V

Power of Attorney for signing of Bid[§]

(Refer Clause 2.1.7)

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

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

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

For _____

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

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

[§]To be submitted in original.



Notes:

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



APPENDIX-VI[§]

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.8)

Whereas the (the “Authority”) has invited bids from eligible parties for the Project (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 Proposals 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., and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the 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 Concession/ 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 submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, 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 Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

[§] To be submitted in original.



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

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

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

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a 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 legalized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate.



APPENDIX VII

Format for Joint Bidding Agreement for Consortium

(Refer Clause 2.1.8 & 2.1.14(f))

(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, 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)

2. {..... Limited, and having its registered office at } (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, having its registered office at } and (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

(A) THE SWACHHA ANDHRA CORPORATION, represented by its Managing Director and having its principal offices at Flat NO 303, Vijayalakshmi Residency, ESI Road, Gunadala, Vijayawada – 520004 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids”) by its Request for Proposal No. dated(the “RFP”) for award of setting up of FSTPs in Urban Local Bodies of Andhra Pradesh on Design, Build, Operate & Transfer (DBOT Hybrid Annuity) basis (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 Bid.

NOW IT IS HEREBY AGREED as follows



1. Definitions and Interpretations

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

2. Consortium

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

3. Covenants

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

4. Role of the Parties

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

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

5. Joint and Several Liability

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

6. Shareholding in the SPV

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



First Party:

Second Party:

Third Party:

- 6.2. The Parties undertake that 100% (hundred per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the third anniversary of the date of commercial operation of the Project, be held by the Parties of the First, Second and Third Part whose experience, turnover and Net Worth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFP.
- 6.3. The Parties undertake that, subject to approval from the Senior Lenders and the Authority, after the expiry of 3 (three) years from the date of commercial operations of the Project, one or more Members of the Consortium could exit the SPV, subject to all the Members of the SPV will collectively hold at least 51% (fifty one per cent) of the equity share capital of the SPV;
- 6.4. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

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

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
- ii. violate any Applicable Law presently in effect and having applicability to it;
- iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- iv. violate any clearance, permit, concession, grant, license or other governmental authorization, 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 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 Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not 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 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

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

SECOND PART

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

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



SIGNED, SEALED AND DELIVERED

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



APPENDIX VIII
ANTI-COLLUSION CERTIFICATE

(To be executed on stamp paper of appropriate value)

We undertake that, in competing for (and, if the award is made to us, in executing) the Project, 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 Bid, 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 this Bid.

Dated thisday of, 201...

.....
(Name of the Bidder)

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

.....
(Name of the Authorized Person)