

Draft

REQUEST FOR PROPOSAL

**Development of Landfill Facility and Capping of
Existing Dump Site**

Mysore City Corporation

FEBRUARY 2009

Disclaimer

The information contained in this Request for Proposal ("RFP") document and the Project Information Memorandum (PIM) provided to the Bidder(s), by or on behalf of Mysore City Corporation (hereinafter referred to as "MCC") or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

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

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

Request for Proposal Document

Contents

Part I	Instruction to Bidders
Part II	Draft Concession Agreement
Part III	Project Information Memorandum

SCHEDULE OF BIDDING PROCESS

MCC would endeavour to adhere to the following schedule during the Bidding Process:

Sl. No.	Event Description	Date
1	Last Date of Receiving Queries	16 th March 2009
2	Pre-Proposal Meeting	18 th March 2009
3	MCC's response to Queries	23 rd March 2009
4	Proposal Due date	7 th April 2009

Instructions to Bidders

1. Scope of Proposal

- 1.1 MCC intends to adopt a single stage bidding process for selection of the Successful Bidder to develop, finance, operate, maintain and transfer landfill facility in Mysore and undertake capping of the Existing Dump Site (hereinafter referred to as the “Project”). The detailed scope of work is set out in Appendix A.
- 1.2 MCC intends that the Project be developed with private sector participation on Build – Operate – Transfer (BOT) basis
- 1.3 MCC invites Proposals from interested parties in order to identify the Successful Bidder. The Proposals would be evaluated on the basis of the criteria set out in this RFP document.
- 1.4 Each Bidder shall submit a maximum of one (1) Proposal for the Project, in response to this RFP. Any Bidder who submits more than one Proposal for the Project will be disqualified. The Bidder shall be responsible and pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.
- 1.5 At any time prior to the Proposal Due Date, MCC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP document by the issuance of Addenda.
- 1.6 The Proposal shall remain valid for a period not less than nine months from the Proposal Due Date (Proposal Validity Period). MCC reserves the right to reject any Proposal, which does not meet this requirement.

2. Eligible Bidders

- 2.1 The Bidders eligible for participating in the qualification process shall be any one of the following two categories:

Category 1: A single Business Entity¹ meeting the qualification criteria as set out in Proof of Qualification

Category 2: In case the Bidder, which is a Business Entity, (hereinafter referred to as “Lead Member”) does not have the qualification criteria as set out in Proof of Qualification, the same may be procured from a suitably qualified operator, (hereinafter referred to as “Operator”), with whom a valid Memorandum of Understanding (hereinafter referred to as “MoU”)

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

formalising such an arrangement should be in place. The Operator must also be a Business Entity. This joint entity shall hereinafter be referred to as "Consortium."

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

- 2.2 Any entity, which has earlier been barred by MCC from participating in any project being undertaken by MCC, would not be eligible to submit a Proposal, if such bar subsists as on the Proposal Due Date.
- 2.3 In case the Bidder is a Consortium, the Operator should meet the experience criterion as stipulated in Clause 1 of Proof of Qualification and the Lead Member should meet the financial capability criteria as stipulated in Clause 4 of Proof of Qualification.

3. Additional Requirements for Proposals submitted by a Consortium

- 3.1 Wherever required, the Proposal shall contain the information required of each of the members of the Consortium.
- 3.1 The members of the Consortium shall furnish Power of Attorney duly signed by authorised representative(s) of the members.
- 3.2 The Proposal shall be signed by the duly authorised signatory of the Lead Member and shall be legally binding on all the members of the Consortium.
- 3.3 The Consortium shall submit a MoU as part of its Proposal. The MoU shall, inter alia, include the following:
 - a. Convey the intent of the Lead Member to enter into a separate management agreement with the Operator for implementing the Project or form a joint venture company with the Operator with the Lead Member committing to hold a minimum equity stake equal to 51% of such company at all times during the Concession Period. In case the Project is awarded to the Consortium the Consortium or joint venture company, as the case may be, would enter into a Concession Agreement with MCC and shall subsequently carry out all the responsibilities as Successful Bidder in terms of the Concession Agreement.
 - b. Clearly set out the roles and responsibilities of each Member of the Consortium for implementing the Project.
 - c. Include a statement to the effect that the members of the Consortium shall be liable jointly and severally for the implementation of the Project in accordance with the terms of the Concession Agreement.
 - d. In naming the Lead Member and the Operator of the Consortium, to include their successors and permitted assigns.

A copy of the MoU should be submitted as part of the Proposal. The MoU entered into between the Members of the Consortium should be specific to the Project and

should contain the above requirements, failing which the Proposal would be liable to be considered non-responsive.

4. Number of Proposals

Each Bidder shall submit a maximum of one (1) Proposal for the Project, in response to this RFP. Any Bidder who submits more than one Proposal, either individually or as a part of consortia, for the Project will be disqualified and cause the disqualification of such consortia. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.

5. Validity of Proposal

The Proposal shall remain valid for a period not less than 40 (forty) weeks from the Proposal Due Date (hereinafter referred to as “Proposal Validity Period”). MCC reserves the right to reject any Proposal, which does not meet this requirement.

6. Proposal Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. MCC will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Proposal.

7. Earnest Money Deposit (EMD)

7.1 Each Proposal shall be accompanied by EMD of Rs. 8,00,000 (Rupees Eight Lakhs only).

7.2 The EMD shall be in the form of a crossed demand draft / banker’s cheque drawn in favour of the Commissioner, Mysore City Corporation on any Nationalized bank and payable at Mysore or Bank Guarantee

7.3 The EMD of every unsuccessful Bidder would be returned within a period of eight (8) weeks from the date of announcement of the Successful Bidder. The EMD submitted by the Successful Bidder would be released upon furnishing of the Performance Security, amounting Rs. 80,00,000 (Rupees Eighty Lakhs only) by way of an irrevocable Bank Guarantee, issued by a Nationalized bank located in India in favour of Commissioner, Mysore City Corporation for due and punctual performance of the obligations relating to the Project.

7.4 The EMD shall be forfeited in the following cases:

- a. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.

- b. If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by MCC; and
- c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

8. Format and Signing of Proposal

- 8.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by certified translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 8.2 The currency for the purpose of the Proposal shall be the Indian Rupee (INR). If the Proposal is submitted in any other currency, MCC reserves the right to use suitable exchange rate for the purpose of uniformly evaluating all Proposals.
- 8.3 The Bidder would provide all the information as per this RFP. MCC would evaluate only those Proposals that are received in the required format and are complete in all respects. Each Proposal shall comprise the following:

A. Part I Submission

- a. Covering letter in the format set out in Appendix B
- b. Details of the Bidder in the format set out in Appendix C
- c. Copy of the certificate of registration issued by the authority concerned (in case of a registered firm or society)
- d. Power of Attorney set out in Appendix D (Applicable both for Single Business Entity and Consortium).
- e. Power of Attorney set out in Appendix D1 (only in case of Consortium).
- f. Memorandum of Understanding entered between Lead Member and Operator as set out in Clause 3.3 (only in case of Consortium)
- g. Anti – Collusion Certificate as per Appendix E
- h. Proof of Qualification in the format set out in Appendix F
- i. Proof of Purchase of the RFP Document or demand draft for Rs. 5,000 (Rupees Five Thousand only) in case the RFP is downloaded from the website
- j. Technical Proposal as per format set out in Appendix G

B. Part II Submission

- a. Financial Proposal in the format set out in Appendix H

- 8.4 The bidder shall seal the Part I and Part II of the Proposal separately in two envelopes, duly marking the envelopes as “PART I SUBMISSION” and “PART II SUBMISSION”. These envelopes shall than be sealed in a single outer envelope.
- 8.5 The Bidder shall prepare one (1) original and one (1) copy of the Proposal, clearly marked “ORIGINAL” and “COPY” respectively. In the event of any discrepancy between the original and the copy, the original shall prevail.
- 8.6 The Proposal, both the original and the copy shall be typed or written in indelible ink and each page shall be initialled by an authorised signatory of the Bidder, as applicable. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by the person(s) signing the Proposal.

9. Sealing and Marking of Proposal

- 9.1 The Bidder shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in a single outer envelope.
- 9.2 Each of the envelopes, both outer and inner, must be superscribed with the following information:
- a. Name and Address of Bidder
 - b. Contact person and phone numbers
 - c. "Proposal for the Project": Development of Landfill Facility and capping of Existing Dump Site
 - d. TO BE OPENED IN THE PRESENCE OF TENDER SCURTINY COMMITTEE² ONLY
- 9.3 If the envelope is not sealed and marked as instructed above, MCC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of MCC, be rejected.

10. Proposal Due Date

- 10.1 Proposals should be submitted before 1630 hours IST of Proposal Due Date, in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission or telex will not be accepted.
- 10.2 MCC may, in exceptional circumstances, and at its sole discretion, or in response to clarifications requested by any Bidder, extend the above Proposal Due Date by issuing an Addendum. Any Addendum thus issued will be sent in writing to all those who have purchased the RFP document and would also be posted on the website. The same will also be communicated to those who have downloaded the RFP document from the

² A Tender Scrutiny Committee would be set up for the purpose of opening and evaluation of bids.

website and have duly intimated this fact to MCC giving their particulars including address for communication by fax.

10.3 It is desirable that each Bidder submits its Proposal after visiting the Project Site for ascertaining the location, surroundings, or any other matter considered relevant.

10.4 Bidders would be granted permission by MCC for visit of the Project Site on receipt of a formal written request, reasonably in advance of the proposed date of visit.

10.5 It would be deemed that by submitting the Proposal the Bidder has:

- a. made a complete and careful examination of this RFP document
- b. received all relevant information requested from MCC
- c. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) the Project Site
 - (ii) the conditions of the access roads and utilities in the vicinity of the Project Site
 - (iii) conditions affecting transportation, access, disposal, handling and storage of materials
 - (iv) clearances obtained by MCC for the Project, and
 - (v) all other matters that might affect the Bidder's performance under the terms of this RFP document.

10.6 MCC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

11. Opening of Proposals and Clarifications

11.1 MCC would open the Proposals on any working day within sixty (60) days of the Proposal Due Date for the purpose of evaluation.

11.2 MCC reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP document.

11.3 To facilitate evaluation of Proposals, MCC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. The request for such clarification or substantiation and the response shall be in writing or by facsimile. No material change in the substance of the Proposal would be permitted by way of such clarification/ substantiation.

11.4 Information relating to the examination, clarification, evaluation, and recommendation of the Proposal shall not be disclosed to any person not officially concerned with the process. MCC will treat all information submitted as part of the Proposal in confidence and would require all those who have access to such material to treat the same in

confidence. MCC will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

- 11.5 To clarify and discuss issues with respect to the Project and the RFP, MCC may hold Pre-Proposal meeting(s).
- 11.6 Prior to the Pre-Proposal meeting(s), the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the Agreement. Bidders must formulate their queries and forward the same to MCC prior to the meeting. MCC may, in its sole discretion or based on inputs provided by Bidders, amend the RFP.
- 11.7 Bidders may note that MCC will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 11.8 MCC will endeavour to hold the Pre-Proposal meeting as per the schedule of bidding process. The details of the meeting will be separately communicated to the Bidders.
- 11.9 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory.
- 11.10 All correspondence / enquiries should be submitted to the following in writing by fax/ registered post / courier:

The Commissioner,
Mysore City Corporation
Post Box No.27
Mysore 570024
Phone No.: (0821) 2529133
Fax No.: (0821) 2418803

12. Evaluation

12.1 Proposal Evaluation : Part I Submission

- 12.1.1 The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP.

The Proposal would be considered to be responsive if it meets the following conditions:

- a. it is received / deemed to be received by the Proposal Due Date including any extension thereof.
- b. it is signed, sealed and marked as stipulated in Clause 8 and Clause 9.

- c. it contains all the information and documents as requested in the RFP.
- d. it contains information in formats specified in this RFP.
- e. it mentions the Proposal Validity Period as set out in Clause 5.
- f. It is accompanied by valid EMD
- g. it provides information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by MCC without communication with the Bidder). MCC reserves the right to determine whether the information has been provided in reasonable detail.
- h. there are no inconsistencies between the Proposal and the supporting documents.

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

- a. which affects in any substantial way, the scope, quality, or performance of the Project, or
- b. which limits in any substantial way, inconsistent with the RFP, MCC’s rights or the Bidder’s obligations under the Agreement, or
- c. which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

12.1.2 In case the Proposal is found to be responsive, Part I Submission would be evaluated in accordance with the criteria for qualification of Bidders set out in Appendix F, based on the Proof of Experience submitted by the Bidders and such Bidders would be Qualified Bidders. In case the Part I Submission is found to be inadequate, MCC may request the Bidder for modifications to the same.

12.1.3 The Technical Proposal of the Qualified Bidders would be evaluated for adequacy of design and operations so as to comply with the conditions set out in Agreement.

12.1.4 In case the Technical Proposal is found to be inadequate, MCC may request the Bidder for modifications to the Technical Proposal submitted.

12.1.5 As part of the evaluation of the Part I Submission, MCC may also request the Bidder to submit clarifications.

12.1.6 The evaluation of the Part II Submission would be taken up only after Part I Submission is found to meet the requirements of this RFP. MCC reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, Part I Submission is not substantially responsive with the requirements of this RFP.

12.2 Proposal Evaluation : Part II Submission

12.2.1 Part II Submission of all the Bidders whose Part I Submission meets the requirements of the RFP will be evaluated. The format for quoting the Financial Proposal is set out

in Appendix H. The Bidders would be required to submit the Proposed Tipping Fee³ as the Financial Proposal

12.3 Selection Methodology

12.3.1 The Financial Proposals would be ranked in ascending order of the Proposed Tipping Fee, with the Bidder quoting the lowest Proposed Tipping Fee being ranked first and the Bidder quoting the second lowest Proposed Tipping Fee ranked as second and so on.

12.3.2 The Bidder ranked first in accordance with the above procedure would be declared as the Preferred Bidder.

12.3.3 In case there are two or more Bidders quoting the same best Financial Proposal, MCC may in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of MCC.

12.4 MCC reserves the right to reject any Proposal, if:

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

Rejection of a Proposal by MCC as aforesaid would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the Preferred Bidder gets disqualified / rejected, then MCC reserves the right to:

- a. either select the next best Bidder, or
- b. take any such measure/s as may be deemed fit in the sole discretion of MCC, including annulment of the bidding process.

12.5 In the event of acceptance of the Preferred Bidder with or without negotiations, MCC shall declare the Preferred Bidder as the Successful Bidder. MCC will notify the Successful Bidder through a Letter of Acceptance (hereinafter referred to as “LoA”) that its Proposal has been accepted,, in duplicate, by MCC to the Successful Bidder and the Successful 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 Successful Bidder is not received by the stipulated date, MCC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-

³ Fee quoted in the first year of operations, per ton of Residual Inert Matter as measured at the engineered sanitary landfill entry gate (in the manner set out in detail in the Agreement)

estimated loss and damage suffered by MCC on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

13. The Successful Bidder shall execute the Concession Agreement with MCC within four (4) weeks of the issue of LoA or within such further time as MCC may agree to in its sole discretion.
14. The Successful Bidder shall, along with the acknowledgement of LoA pay Bid Processing Charges of Rs. 67,00,000 (Rupees Sixty Seven Lakhs only) plus service taxes, cess etc as applicable, to be paid in the form of a demand draft in favour of Infrastructure Development Corporation (Karnataka) Ltd., payable at Bangalore.
15. Failure of the Successful Bidder to comply with the requirements of Clause 7.3 or Clause 13 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the EMD. In such an event, MCC reserves the right to
 - a. either invite the next best Bidder for negotiations.
 - or
 - b. take any such measures as may be deemed fit in the sole discretion of MCC, including annulment of the bidding process.
16. Information relating to the examination, clarification and evaluation of the Proposal would not be disclosed to any person not officially concerned with the process. MCC would treat all information submitted as part of the Proposal in confidence and will ensure that all who have access to such material treat it in confidence. MCC would not divulge any such information unless ordered to do so by any Government authority that has the power under law to require its disclosure.
17. To assist in the examination, evaluation, and comparison of Proposals, MCC may utilise the services of consultant(s) or advisor(s).
18. Notwithstanding anything contained in this RFP, MCC reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

Brief Scope of Work

- A. The Scope of Work for the Bidder is set out in detail in Schedule A of the draft Concession Agreement. The scope has been described in brief below. Detailed construction and operations and maintenance specifications are set out in the draft Concession Agreement.

The Successful Bidder would design, procure, finance, construct, operate and maintain the engineered sanitary landfill facility and cap the Existing Dump Site (“Project”)⁴ during the Agreement Period. The Project would be transferred back to the MCC at the end of the Agreement Period.

The Successful Bidder shall at its cost, expenses and risk make such financing arrangements as would be necessary to implement the Project and to meet all of its obligations under the Agreement, in a timely manner.

The Successful Bidder shall adhere to the Construction Requirements and achieve Commercial Operations Date (COD) on or before the Scheduled Project Completion Date, as specified in the Agreement.

The Successful Bidder may undertake Construction Works by itself or through a Contractor (approved by MCC) possessing requisite technical, financial and managerial expertise / capability; but in either case, the Successful Bidder shall remain solely responsible to meet the Construction Requirements, as specified in the Agreement.

The Successful Bidder shall operate and maintain the Project in accordance with the O&M Requirements of the Agreement.

The Successful Bidder shall, at all times, ensure that all aspects of the Project and processes employed in the construction, operation and maintenance thereof shall conform with the laws pertaining to environment, health and safety aspects including rules such as MSW Rules, policies and guidelines related thereto.

- B. MCC would pay the Bidder a Tipping Fee per tonne of Residual Inert Waste Landfilled, measured at the landfill entry gate, as quoted in the Financial Proposal.
- C. The Tipping Fee would be increased by 10% over the previous Tipping Fee for every block of three years, such blocks continuing till the Active Life of the Landfill Facility.

⁴ Project Information Memorandum (“PIM”) provided along with the RfP document is only for information to the Bidders to assist the formulation of their Proposals. MCC would not in any way be responsible for the accuracy of the information provided. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this PIM document and where necessary obtain independent advice from appropriate sources.

Covering Letter
(On the Letterhead of the Bidder)

Date:

To:
The Commissioner
Mysore City Corporation
Post Box No.27
Mysore 570024
Phone No.: (0821) 2423317

Ref: Development of Landfill Facility and Capping of the Existing Dump Site in Mysore

Sir/Madam,

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

We confirm that our Proposal is valid for a period of nine months from Proposal Due Date.

We also hereby agree and undertake as under:

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

Yours faithfully,

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

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

Details of Bidder

(On the Letter Head of the Bidder)

1.
 - (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business

2. Brief description of the Bidder's main lines of business.

3. Details of individual(s) who will serve as the point of contact / communication for MCC with the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

Appendix D

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Stamp paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to, for the development, operation and maintenance of an Landfill Facility and Capping of the Existing Dump Site (“the Project”) on behalf of Mysore City Corporation (hereinafter referred to as MCC), including signing and submission of all documents and providing information / responses to MCC in all matters in connection with our Proposal for the Project.

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

Dated this the _____ Day of _____ 2007

For _____

(Name and designation of the person(s)
signing on behalf of the Bidder)

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date :

Note:

- 1. 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.*
- 2. Also, 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.*
- 3. In case an authorised Director / Partner of the Bidder signs the Application, a certified copy of the appropriate resolution conveying such authority may be enclosed in lieu of the Power of Attorney.*

FORMAT FOR POWER OF ATTORNEY FOR DESIGNATING LEAD MEMBER OF CONSORTIUM

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Whereas, Mysore City Corporation (hereinafter referred to as "MCC") has invited proposals from qualified Bidders for the development, operation and maintenance of an Landfill Facility and Capping of the Existing Dump Site (hereinafter referred to as "the Project").

Whereas, the Consortium being one of the qualified Bidders is interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of this Document, and

Whereas, it is necessary under this Document for the members of the Consortium to designate 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 Proposal for the Project or in the alternative to appoint one of them as the Lead Member who, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's Proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

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

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

Dated this theDay of2009

.....

(Executants)

(TO BE EXECUTED BY BOTH MEMBERS OF THE CONSORTIUM)

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

Format For Anti-Collusion Certificate

Anti-Collusion Certificate

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

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

Dated thisDay of, 2009

.....
(Name of the Bidder⁵)

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

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

Note:

- 1. On the Letter head of the Bidder*
- 2. To be executed by both members in case of Consortium*

⁵ Names of all members in case of Consortium

Proof of Qualification

1. Qualification Criteria

The Bidder must satisfy *any (1) one* of the following Qualification Criteria for experience in order to qualify for the Project.

- (a) Construction or operating and maintaining a Compost Plant handling at least 15000 tonnes per annum of raw waste for each of the last two completed financial years (hereinafter referred to as “FY”) that is FY 2007 and FY 2008.
- (b) Construction or operating and maintaining a landfill handling at least 7500 tonnes per annum of input waste for each of the last two completed financial years that is FY 2007 and FY 2008.
- (c) Certified billings of at least Rs. 1,00,00,000 (Rupees One hundred lakhs only) towards earthwork for each of the last two completed financial years that is FY 2007 and FY 2008.
- (d) Experience in collection and transportation of at least 25000 TPA of waste for each of the last two completed financial years that is FY 2007 and FY 2008
- (e) Construction/ development of at least one Core Infrastructure Project having a project cost of at least Rs. 20 Crores since April 01, 2003. For the purpose of this project, “Core Infrastructure Project” would be deemed to include roads and bridges/subways, ports, power, railways, industrial parks, petroleum and natural gas, petrochemical, mining, pipelines, irrigation, water supply and sewerage.

2. Details of Experience

The Bidder should furnish the details of eligible experience as set out below:

S.No.	Qualification Criteria for Experience	FY 2007	FY 2008
1.	Operating and maintaining compost plant (input waste handled in TPA)		
2.	Operating and maintaining compost plant (revenue from sale of compost in Rupees)		
3.	Operating and maintaining a landfill (input waste in TPA)		
4.	Earthwork (certified billings in Rupees)		
5.	Collection and transportation of waste		

S.No.	Qualification Criteria for Experience	FY 2007	FY 2008
	(waste handled in TPA)		
6.	Construction/ development of at least one Core Infrastructure Project	1. Name and Address of Project 2. Name of Client 3. Year of Commissioning 4. Project Cost	

3. Supporting Documents

The following documents would need to be submitted to support the Bidder's claim of experience stated in the table above.

Sr.No.	Qualification Criteria for Experience	Supporting Documents
1.	Operating and maintaining compost plant (input waste handled in TPA)	<ul style="list-style-type: none"> ▪ Copy of agreement with Municipal Body or any other client for the relevant years which clearly mentions the quantum of waste being supplied to the compost plant, OR ▪ Certificate from the Municipal Body or Pollution Control Board or any other client, OR ▪ Certificate from an statutory auditor⁶
2.	Operating and maintaining compost plant (revenue from sale of compost in Rupees)	<ul style="list-style-type: none"> ▪ Certificate from statutory auditor¹¹ clearly specifying the revenues from sale of compost for the relevant years⁷
3.	Operating and maintaining a landfill (input waste in TPA)	<ul style="list-style-type: none"> ▪ Copy of agreement with Municipal Body or any other client for the relevant years which clearly mentions the quantum of waste being supplied to the landfill site, OR ▪ Certificate from the Municipal Body or any other client, OR ▪ Certificate from statutory auditor¹¹
4.	Earthwork (certified billings in Rupees)	<ul style="list-style-type: none"> ▪ Certificate from statutory auditor¹¹ clearly specifying the revenues from earthwork for the relevant years
5.	Collection and transportation of waste	<ul style="list-style-type: none"> ▪ Copy of agreement with Municipal Body or any other client for the

⁶ The statutory auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organisation abroad.

⁷ Sales made on credit during the year may also be included

Sr.No.	Qualification Criteria for Experience	Supporting Documents
	<i>(waste handled in TPA)</i>	relevant years which clearly mentions the quantum of waste being handled, OR <ul style="list-style-type: none">▪ Certificate from the Municipal Body or any other client OR▪ Certificate from statutory auditor¹¹
6	Construction/ development of at least one Core Infrastructure Project	<ul style="list-style-type: none">▪ Project completion certificate issued by the relevant authority to the Bidder/consortium member clearly mentioning project cost and date of commissioning of project.▪ Certificate from the Statutory Auditor of the entity claiming experience. In case of Consortium such certificate should be submitted by each member of the consortium claiming experience from their respective Statutory Auditor.

Note:

1. The Bidder should provide the details mentioned above based on its own experience or its subsidiary (ies) or its parent company. Experience of the Bidder's associate company (ies) will not be considered for evaluation of the Experience of the Bidder.
2. The financial year would be the same as the one normally followed by the Bidder for its Annual Report / annual financial statement.

4. Financial Capability

4.1 Financial Capability of the Bidders would be evaluated on the basis of the following:

- (a) net worth as at the end of the most recent financial year that is FY 2008.
- (b) aggregate net cash accruals for the last two completed financial years that is FY 2007 and FY 2008.

The Bidder should provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its annual financial statement.

4.2 The Proposal must be accompanied by the audited annual financial statements of the Bidder for the last two financial years.

4.3 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Proposal shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. The Bidder would have to provide the Audited Annual Financial Statements for the two years preceding the latest financial year, which would be used for the purpose of evaluation of the Proposal. In case the Bidder fails to provide such Audited Annual Financial Statements and certificate from statutory auditor specified hereinabove, the Application will be rejected as non-responsive.

5. Evaluation Criteria for Financial Capability

5.1 For the purpose of Qualification, an Bidder would be required to satisfy the Financial Capability measured on the following criteria:

- (a) Networth of the Bidder as at the end of FY 2008 shall be at least equal to Rs. 8,00,00,000/- (Rupees eight crores only), and
- (b) The aggregate net cash accruals of the Bidder for the last two financial years that is FY 2007 and FY 2008 shall be at least equal to Rs. 4,00,00,000/- (Rupees Four crores only).

Note:

1. The Bidder should provide the details mentioned above based on its own Financial Capability. Financial Capability of the Bidder's parent company or any associate company (ies) or its subsidiary (ies) will not be considered for computation of the Financial capability of the Bidder.
2. The financial year would be the same as the one normally followed by the Bidder for its Annual Report / annual financial statement.

Guidelines and Format for Technical Proposal

The Bidder shall submit a Technical Proposal setting out the approach to the Project. The Technical Proposal shall comply with the Construction Requirements and O&M Requirements as set out in Schedules of the Concession Agreement. The design and approach for implementing the Project shall also be in compliance with the Applicable Law, including the MSW Rules.

The Technical Proposal shall set out the following components:

- a. Methodology Statement
- b. Process Flow Chart and Material Balance Statement
- c. Resource Utilisation Statement
- d. Area Allocation Statement
- e. Operations & Maintenance Scheme
- f. Project Schedule
- g. Environment, Health & Safety Policy and Practice

a. Methodology Statement

The Bidder shall provide a methodology statement, which broadly sets out the approach to the Project. The methodology statement shall include the Bidder's appreciation of the Project, the sequencing of activities to be performed, the facilities to be provided, design standards and basis for calculations of the Landfilling activities etc. The methodology statement should address aspects relating to all the activities of Landfilling activities including receipt, weighing Landfill Waste, Landfilling process (liner system, method of filling and covering of Landfill Waste), leachate and greenhouse gas management activities.

The methodology statement should clearly demonstrate the compliance of the approach to be adopted by the Bidder for the implementation of the Project to the minimum specifications set out in the Concession Agreement.

b. Process Flow Chart and Material Balance Statement

The Bidder shall provide a process flow chart and a material balance statement setting out the activities and the outputs at each stage. The components, which shall be addressed, include Landfilling of Municipal Solid Waste, leachate generation and treatment, greenhouse gas emission and mitigation. The Bidder should indicate supporting calculations and assumptions, if any.

c. Resource Utilisation Statement

A statement indicating the procurement, deployment and utilisation of the resources shall be provided. The statement shall include proposed organisational structure,

employee deployment, equipment procurement and utilisation, contracting activities, utilisation of office and other facilities.

d. Area Allocation Statement

The Bidder shall set out the area utilisation plan for the Project Facilities including the Landfill Facility, other facilities and common areas etc.

e. Operations and Maintenance Scheme

The Bidder shall set out the operations and maintenance scheme for Landfilling of Landfill Waste indicating the operational practices during the Active Operations Period and Post Closure Period. The maintenance (regular and emergency) schedules and mechanism should also be indicated over the Concession Period.

f. Time Schedule

The Bidder shall indicate an activity schedule over the Concession Period including the Construction Activities, O&M Activities, Landfilling, and laying of the final cover.

g. Environment, Health & Safety Policy and Practice

The Bidder shall indicate the environment, health and safety policy and practices, which are proposed to be adopted during the Concession Period. The aspects relating to employee and worker safety, control mechanisms of litter, pest, odour, fire, surface runoffs etc needs to be elaborated.

FORMAT FOR FINANCIAL PROPOSAL

I. Proposed Tipping Fee: Rs per tonne of Residual Inert Matter

1	In Figures	
2	In words	

Note:

- 1. Tipping fee would be the fee, in the first year of operations, per tonne of Residual Inert Matter landfilled measured at the Landfill Entry Gate, (in the manner as set out in detail in the Concession Agreement), paid to the Bidder by the MCC.*
- 2. In case of difference in amount quoted in figures and words, the higher value would be considered for evaluation.*