



# Request for Proposal for Setting up of Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla, New Delhi

**Issued by**

**South Delhi Municipal Corporation**

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**Pre-Bid meeting: 19<sup>th</sup> May 2017**

**Bid Deadline: 15<sup>th</sup> June 2017**

  
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NO: SDMC(DEMS)CD/2017-18/21

Dated 27.04.2017

### NOTICE INVITING TENDERS

South Delhi Municipal Corporation (SDMC) generates approximately 3250 TPD of Municipal Solid Waste (MSW) and proposes to set up Integrated Solid Waste Processing Facility adopting WtE technology and Engineered Sanitary Landfill as per Solid Waste Management Rules, 2016 for 2000 TPD of MSW.

In this connection, SDMC intends to select a suitable developer, in single stage, three envelope system, through transparent tariff based International Competitive Bidding process for Setting up of Municipal Solid Waste (MSW) to Energy Processing and Engineered Sanitary Landfill Facility at Tehkhand, Okhla, New Delhi as per Solid Waste Management Rules, 2016 (as amended from time to time) under Public Private Partnership (PPP) mode on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis under Swachh Bharat Mission (the "SBM").

#### **The eligibility Criteria**

The Bidder for Qualification has to demonstrate Technical and Financial Capacity as under:

- (a) **Technical Capacity:** For demonstrating experience in executing similar projects (the "Technical Capacity"), the Bidder shall have:
- I. Experience of development of atleast one project of WtE plant of 1000 TPD of Municipal Solid Waste (MSW) or higher capacity in the last ten (10) financial years prior to Bid Due Date anywhere in the world. The project shall have been under operation for atleast one year post COD and
  - II. Experience of 1 year of operation and maintenance of atleast one WTE plant of 1000 TPD of Municipal Solid Waste (MSW) or higher capacity in the last ten (10) financial years prior to Bid Due Date anywhere in the world.
- (b) **Financial Capacity:** The Bidder shall have a minimum Net Worth of **Rs. 56.25 Crore** at the close of preceding financial year.

The tender/RFP document can be downloaded from SDMC's website <http://www.mcdonline.gov.in> and the same may be used for bidding purposes. The bidders need to pay the cost of document i.e. Rs. 1,00,000/- (Rupees One Lakh)/USD 1,600/- (US Dollar 1600) along with the requisite Bid Security amount while submitting the bid. **Bids, if not accompanied with the cost of document will be summarily rejected.**

**A pre-bid meeting in the subject matter shall be held on 19.05.2017 (Friday) at 02:00 PM (IST) in the office of Director (DEMS), South Delhi Municipal Corporation, 2<sup>nd</sup> Floor, E-1 Block, Civic Centre, JLN Marg, New Delhi-110002.** The amendments/ clarifications, if any, to the document will be available on the above website **only**. The last date of submission of the bid document is **15.06.2017 till 15:00 Hrs (IST)** in the office of **Director (DEMS), South Delhi Municipal Corporation, 2<sup>nd</sup> Floor, E-1 Block,**

  
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**Civic Centre, JLN Marg, New Delhi-110002** and the same would be opened on **15.06.2017** at **15:30 Hrs (IST)** in presence of the participating bidders, if any.

SDMC reserves the right to annul the bidding process/reject all or any of the bid(s) without assigning any reason whatsoever.

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South Delhi Municipal Corporation**



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## 1. Disclaimer

- 1.1.1 The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 1.1.2 This RFP is not an agreement and is neither an offer nor invitation 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 Qualification Application, Technical Proposal and Financial Offer (together constituting the “Bid”) 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, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents and Background 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, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- 1.1.3 Information provided in the Bidding Documents to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.1.4 The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents 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 Bidding Process.
- 1.1.5 The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in the Bidding Documents.

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- 1.1.6 The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in the Bidding Documents.
- 1.1.7 The issue of the Bidding Documents does not imply that the Authority is bound to select a Bidder or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bid(s) without assigning any reason whatsoever.
- 1.1.8 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority 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.



## 2. Glossary

<b>Delhi DISCOMs</b>	Power Distribution Companies of Delhi. In this RFP, DISCOMs shall refer to BSES Rajdhani Power Ltd, BSES Yamuna Power Ltd., Tata Power Delhi Distribution Ltd and New Delhi Municipal Council
<b>DERC</b>	Delhi Electricity Regulatory Commission
<b>Bid Due Date</b>	As defined in Clause 3.1.5
<b>Bid Validity</b>	As defined in Clause 4.9.1
<b>Associate</b>	As defined in Clause 4.2.6
<b>Assured Quantity</b>	The quantity of MSW that the SDMC has to deliver at the Project Site on a daily basis measured in TPD
<b>Authority</b>	South Delhi Municipal Corporation
<b>Authorized Signatory</b>	As defined in Appendix B9
<b>Bid</b>	Shall mean the Qualification Application submitted by the Bidder as per Clause 5, Technical Proposal submitted by the Bidder as per Clause 6 and Financial Offer submitted by the Bidder as per Clause 7 of this in response to the Request for Proposals in accordance with the provisions thereof
<b>Bid Security</b>	As defined in Clause 4.22.1
<b>Bidder</b>	<b>“Bidder”</b> shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium / Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require
<b>Bidding Documents</b>	As defined in Clause 3.3.4
<b>Bid Evaluation Criteria</b>	As defined in Clause 7.2
<b>Bidding Process</b>	As defined in Clause 3.3.1
<b>BOLT</b>	Built-Own-Lease-Transfer model of PPP projects

<b>BOO</b>	Build-Own-Operate model of PPP projects
<b>BOOT</b>	Build-Own-Operate-Transfer model of PPP projects
<b>BOT</b>	Build Operate Transfer model of PPP projects
<b>CERC</b>	the Central Electricity Regulatory Commission of India, constituted under Section 76 of the Electricity Act, 2003, or its successors
<b>COD</b>	Commercial Operation Date; shall mean the date on which the Project is declared by the Developer to be operational (which means the Project is able to inject Quoted Capacity to Grid), provided that the Developer shall not declare a generating unit to be operational until such generating unit has met the suitable conditions as per the Power Purchase Agreement
<b>Concession</b>	As defined in Clause 3.1.3
<b>Concessionaire</b>	As defined in Clause 3.1.1
<b>Concession Agreement</b>	As defined in Clause 3.1.1
<b>Conflict of Interest</b>	As defined in Clause 4.2.1(c)
<b>Consortium</b>	As defined in Clause 4.2.1(a)
<b>DBFOT</b>	As defined in Clause 3.1.1
<b>Demand Draft</b>	As defined in Clause 4.22.1
<b>Developer/ WtE Developer</b>	shall mean the Concessionaire as defined in Clause 3.1.1
<b>Disposal</b>	The activity of disposing remnants of the waste process in a Scientific Landfill
<b>Eligible Projects</b>	As defined in Clause 5.2.1
<b>Financial Capacity</b>	As defined in Clause 5.1.1(b)
<b>Financial Offer</b>	As defined in 3.3.1(c)
<b>Government</b>	Government of India
<b>Lowest Bidder</b>	As defined in Clause 3.3.8
<b>Installed Capacity</b>	The sum total of name plate capacity of all the units of the Project
<b>Interconnection Point</b>	shall mean the point at 33 kV bus of 33/11 kV substation or 33 kV of 132/33 kV substation or

132 kV of 132/33 kV substation where the power from the Waste to Energy Project is injected into the state distribution system

<b>Jt. Bidding Agreement</b>	As defined in Clause 4.2.3(g)
<b>Lead Member</b>	As defined in Clause 4.2.3(c)
<b>Lender Documents</b>	The set of documents constituting the agreement between the Concessionaire and the Lender for the purpose of providing debt financing to the Project
<b>LOA</b>	Letter of Award
<b>Member</b>	Member of a Consortium
<b>Minimum Assured Quantity</b>	Minimum of 80% of the Assured Quantity of MSW to be delivered at the Project Site for that operational year or the Obligated Quantity
<b>MRF</b>	Material Recovery Facility
<b>MSW</b>	Municipal Solid Waste
<b>Net Worth</b>	As defined in Clause 5.3.1
<b>Obligated Quantity</b>	120% of the Assured Quantity of MSW to be delivered to the Project Site in the first year of operation
<b>Background Documents</b>	This includes the other relevant documents given subsequently during the Bid Process
<b>Performance Security</b>	As defined in Clause 4.22.4
<b>PPP</b>	As defined in Clause 3.1.1
<b>Processing/MSW Processing</b>	As defined in Clause 3.2
<b>Processing Technology</b>	As defined in Clause 3.2
<b>Project</b>	As defined in Clause 3.1.1
<b>Project Facilities</b>	means the Site and the Processing Facility
<b>Proposed Technology</b>	As defined in Clause 3.2
<b>Qualification</b>	As defined in Clause 3.3.1(a)
<b>Qualification Application</b>	As defined in Clause 3.3.1(a)
<b>Qualified Bidders</b>	As defined in Clause 3.3.1(a)
<b>Quoted Tariff</b>	As defined in Clause 7.1.1

<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP</b>	Request for Proposal
<b>SPV</b>	As defined in Clause 4.2.3
<b>Scheduled COD</b>	As defined in the Concession Agreement
<b>Technical Capacity</b>	As defined in Clause 5.1.1
<b>Technical Proposal</b>	As defined in Clause 3.3.1(b)
<b>TPD</b>	Tonnes per day
<b>WtE</b>	Waste to Energy

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.

### 3. Introduction

#### 3.1 Background

3.1.1 Ministry of Urban Development is the implementing agency of the Swachh Bharat Mission (SBM) in urban India. SBM emanates from the vision of the Government for ensuring hygiene, waste management, and sanitation across the nation and aims for a Clean India under a collaborative framework of multiple stakeholders. As one of the key mission objectives is to develop modern and scientific Municipal Solid Waste (MSW) practices, MoUD intends to support various states and cities in undertaking such projects through providing financial assistance and capacity building support.

The South Delhi Municipal Corporation (the "Authority") is responsible for providing municipal and civic services to the citizens of South and Western part of Delhi State, including collection, transportation and disposal of Municipal Solid Waste (MSW) generated within their jurisdiction and as part of this endeavour, the Authority has decided to select an entity to whom the project for development, operation and maintenance of Waste to Energy (WtE) processing facility of minimum capacity 2000 TPD and engineered sanitary landfill facility as per MSW Rules 2016, at Tehkhand Okhla, New Delhi Project (the "Project") through Public-Private Partnership (the "PPP") on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis. The selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 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 a long-term concession agreement (the "Concession Agreement") to be entered into between the Concessionaire and the Authority and the Power Purchase Agreement (the "Power Purchase Agreement") to be entered into between the WtE Developer and the Delhi DISCOMS in the form provided by the Authority as part of the Bidding Documents pursuant hereto. Brief particulars of the Project are as follows:

Name of the Project	Capacity in TPD	Indicative Project Cost (in Rs. Crore)
Setting up of SDMC Municipal Solid Waste (MSW) to Energy Processing Facility at Tehkhand, Okhla, New Delhi	2000	Rs. 375.00 Crore*

\* The assessment of actual cost have to be made by the Bidders.

3.1.2 The scope of work will broadly include Design, Build, Finance, Operate and Transfer (DBFOT) of facilities and necessary infrastructure for

(a) Construction and operation of Waste to Energy (WtE) Plant by the Concessionaire for

  
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Obligated Quantity of MSW based on the Proposed Technology as mentioned in Clause 3.2. However, the Concessionaire must have the capacity to process Obligated Quantity of MSW.

- (b) Disposal of the process remnants and inert materials by the Concessionaire. For detailed scope of the Project, please refer Background Documents.
- 3.1.3 The Bidding Documents including the draft Concession Agreement for the Project will be provided to the Bidders on or near about \*\*\*]. The Feasibility Report prepared by the consultants of the Authority (the "Feasibility Report") will also be provided to the Bidders on or near about \*\*\*]. Subject to the provisions of Clause 4.3.1, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents. The Concession Agreement sets forth the detailed terms and conditions for grant of concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession"). The term of the Concession Agreement shall be for a period of 25 years from the COD of the project. The term may be extended twice for a period of 05 (five) years each at the discretion of the Authority.
- 3.1.4 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 shall 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 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.
- 3.1.5 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 3.4 for submission of Bid (the "Bid Due Date").

### 3.2 Proposed Technology

- 3.2.1 The Bidder shall have the option to choose any Refused Derived Fuel (RDF) based combustion technology.
- 3.2.2 The Bidder shall propose a technology which it feels is suitable for the WtE conversion project and is in compliance with MSW Rules 2016 notified by MoEF as amended from time to time and order/directions of Hon'ble Court(s)/ NGT. However, **the Bidder needs to ensure the following:**
- (a) The bio-degradable and recyclable content of the waste needs to be separated through a suitable Material Recovery Facility (the "MRF")
  - (b) a suitable Processing Technology for processing of the bio-degradable content of the waste
  - (c) a suitable Processing Technology for processing of combustible content of the Waste and conversion to Energy
  - (d) a suitable technology for recovering and processing recyclable content of the waste
  - (e) Not more than 20% of the waste received at the Project Facility should be disposed of in

  
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the Scientific Landfill. The Landfill site shall be used by the Concessionaire for a period of 35 (thirty five) years from the COD of the Project.

3.2.3 Further, the Bidder shall consider following Technology selection criteria for designing of the WtE project:

Criteria	Technology selection criteria
<b>MSW rules &amp; NGT orders-salient features</b>	
<ul style="list-style-type: none"> <li>(a) Waste to energy processes for conversion of dry non-recyclable combustible fraction of waste into energy or supply as feedstock to solid waste or refused derived fuel based power plants</li> <li>(b) Refuse derived fuel means segregated combustible fraction of solid waste other than chlorinated plastics in the form of pellets or fluff produced by drying, shredding, dehydrating</li> <li>(c) High calorific value waste shall either be directly utilized for energy production or by preparing refuse derived fuel for energy production or give away as feed stock for preparing refuse derived fuel</li> <li>(d) If the proposal includes the technology other than the one for which standards have been prescribed by the central pollution control board, the State Pollution Control Board or Pollution Control Committee shall forward the proposal with its recommendations to Central Pollution Control Board for prescribing suitable standards</li> <li>(e) Chlorinated plastics shall not be incinerated.</li> <li>(f) The CO<sub>2</sub> concentration in tail gas shall not be less than 7%.</li> <li>(g) All the facilities in twin chamber incinerators shall be designed to achieve a minimum temperature of 950°C in secondary combustion chamber and with a gas residence time in secondary combustion chamber not less than 2 (two) seconds.</li> <li>(h) Incineration plants shall be operated (combustion chambers) with such temperature, retention time and turbulence, as to achieve total Organic Carbon (TOC) content in the slag and bottom ashes less than 3%, or their loss on ignition is less than 5% of the dry weight.</li> <li>(i) Conformance to detailed norm on air pollution control</li> </ul>	
<ul style="list-style-type: none"> <li>(j) Bio-degradable and recyclables are separated through a suitable material sorting facility</li> <li>(k) Processing of bio-degradable fraction</li> <li>(l) Processing the combustible content of the MSW</li> <li>(m) Recovery and processing of the recyclable content</li> <li>(n) Ensuring that not more than 20% of the received MSW is sent out for landfill</li> </ul>	
<p>Performance parameters:</p> <ul style="list-style-type: none"> <li>(o) &gt;75% PLF</li> <li>(p) Heat rate &lt; 4,500 kcal/kW</li> <li>(q) Auxiliary consumption &lt;15% including for MRF section</li> </ul>	
<ul style="list-style-type: none"> <li>(r) Commercially established technology (5 years of track record-reference Planning commission report 2014)</li> <li>(s) Optimising plant capacity taking into considerations the longer term development scenario on:</li> </ul>	

  
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| <p>(t) Availability of MSW<br/>(u) MSW characteristics<br/>(v) Implementation of provisions of MSW Rule 2016 and NGT orders on sorting &amp; segregation at source</p> |
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### 3.3 Brief description of Bidding Process

3.3.1 The Authority has adopted a single stage process (the “**Bidding Process**”) for selection of the bidder for award of the Project. It involves:

- a) Qualification (the “**Qualification**”) of interested parties/consortia (the “**Bidder**”/**Bidder(s)**), which expression shall, unless repugnant to the context, include the Members of the Consortium) who make a qualification application (the “**Qualification Application**”) in accordance with the Annexure B - Qualification Application. Bidders meeting the Technical and Financial Capacity as set out in Clause 5.1.1 will be short-listed (the “**Qualified Bidders**”)
- b) Validation of the technical application (the “**Technical Proposal**”) proposed by Qualified Bidders made in accordance with the Annexure C - Technical Proposal
- c) Evaluation of the financial application (the “**Financial Offer**”) made in accordance with Annexure D - Financial Offer, of only the Qualified Bidders

3.3.1A Government of India has issued guidelines (see Annexure F) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Utility shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-B1.

3.3.2 The Bidding Documents of the Project and all the further updates and notices shall be available on the website [www.mcdonline.gov.in](http://www.mcdonline.gov.in)

3.3.3 The prospective Bidders can download the bid document from website. However they shall pay INR 1,00,000 (INR One Lakh only) towards the cost of Bidding Documents for each Bid in the form of a Demand Draft / pay order in favour of “**Commissioner, South Delhi Municipal Corporation**” payable at Delhi (non-refundable) along with the Bid and produce the proof of payment at the time of submitting their Bid.

3.3.4 The “**Bidding Documents**” includes the RFP, Model Concession Agreement, Model Power Purchase Agreement and Feasibility Report (the “**Background Documents**”) which will be provided to the Bidders along with the RFP. The aforesaid documents and any addenda issued subsequent to this RFP Document will also form a part of the Bidding Documents.

3.3.5 Bidder will be required to deposit along with the Bid a Bid Security as per the Clause 4.22

  
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- 3.3.6 Bidder will be required to also submit the RFP document along with Bid, each page of which shall be duly signed by authorized signatory
- 3.3.7 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids together with all required documents towards award of the concession for the Project.
- 3.3.8 The Project shall be awarded to the Bidder whose Evaluated Levelised Tariff is lowest (the “**Lowest Bidder**”). The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 7.2 of this RFP, be invited to match the Financial Offer 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 Financial Offer of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- 3.3.9 Further and other details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

### 3.4 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

S. No.	Event Description	Date
1.	Last date for receiving queries	23.05.2017 till 05:00 PM (IST)
2.	Pre-Bid meeting	19.05.2017 at 02:00 PM (IST)
3.	Authority response to queries latest by	30.05.2017 till 05:00 PM (IST)
5.	Bid Due Date	15.06.2017 at 03:00 PM (IST)
6.	Opening of Key Submissions	On the Bid Due Date
7.	Opening of Technical Bid	[at least 15 days from the opening of Key submission]*
8.	Opening of Financial Offer	[at least 30 days from the opening of Technical Bid]*
9.	Letter of Award (LOA)	Within 60 days of Bid Due Date*
10.	Validity of Bids	180 days of Bid Due Date

11.	Signing of Concession Agreement	Within 30 days of award of LOA*
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\*Tentative

If any public holiday, weekly holidays falls on the scheduled dates, the next working day shall be treated as the operational date. The Authority reserves the right to change the above Bid process timelines. However the Authority shall notify prospective Bidders through email/notification on website platform regarding changes to the above timelines.

### 3.5 Financial Assistance

3.5.1 Authority agrees and undertakes to pay to the Concessionaire grant of an amount of Rs. 125.00Crore - (Rupees One Hundred & Twenty Five Crore) (hereinafter referred to as “**Financial Assistance**”) for the purpose of development of Project, during the period commencing from Appointed Date till COD in the manner provided below:

S. No.	Milestone	Percentage of Grant to be released
1	Placement of order for Boiler, Turbo-generator and Air Pollution Control (APC) equipment accompanied with payment of advance.	25%
2	Erection of Boiler, Turbo-generator and Air Pollution Control (APC) etc. at Project Site	35%
3	Completion of successful trial operation for a continuous period of 72 hours for demonstrating compliance of installed capacity of the project to be witnessed by representatives of SDMC and Delhi DISCOMs	30%
4	Achieving 100% Commercial Operation	10%

3.5.2 The Financial Assistance on achieving the first three milestones shall be disbursed against submission of Bank Guarantee of equivalent amount. The Bank Guarantee shall be returned in four bi-annual instalments starting six months after COD of the project. SDMC shall have the right to encash the Bank Guarantee, if the developer fails to operate the Project or produce power or the Project is left idle for any reason for over one year or the project doesn't meet the generation criteria specified in Concession Agreement and/or Power Purchase Agreement.

**3.5.3** If the project fails to generate any power continuously for any 1 year within the 25 years or its major assets (components) are sold or the project is dismantled during this tenure, SDMC will have a right to get refund of Financial Assistance from the Developer on pro-rata basis and if not paid by the developer, then a claim will be made on assets equal to the value of Financial Assistance, on pro-rata basis as specified hereunder: (Any Bank Guarantee encashed under (3.5.2 ) above will be treated as Financial Assistance already recovered)

<b>Year of default (From COD)</b>	<b>SDMC's right to refund of Financial Assistance/ claim on assets (% of VGF paid)</b>
Up to 5 years	100%
5-6 years	90%
6-7 years	80%
7-8 years	70%
8-9 years	60%
9-10 years	50%
10-11 years	40%
11-12 years	30%
12-13 years	25%
13-14 years	23%
14-15 years	21%
15-16 years	19%
16-17 years	17%
17-18 years	15%
18-19 years	13%
19-20 years	11%
20-21 years	9%
21-22 years	7%
22-23 years	5%
23-24 years	3%
24-25 years	1%

**3.5.4** If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 5 year after COD), SDMC will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the Concession Agreement.

**3.5.5** In case the lending institution exercises its right to step-in or take-over the project, SDMC will also have the right to step-in along with the lending institutions to reclaim the Financial Assistance in accordance with Clause 3.5.3 or hand over the project to another party for operation.

**3.5.6** Developer and SDMC shall enter into suitable Financial Assistance Securitization Agreement creating a charge over the Project assets in favour of SDMC along with signing of Concession Agreement. SDMC shall have a second charge over the Project assets in case of Projects being financed by lending institutions. In all other cases, SDMC shall have the first charge over the Project assets to the extent of 100% of the Financial Assistance.

**3.6 Sharing of Revenue:**

**3.6.1** The Developer shall pay to the Authority 60 (sixty) Paisa/Unit throughout the operational period of the project after COD in lieu of Financial Assistance provided by the Authority, a part of which otherwise would have been utilised by the Authority in collection, transportation, landfill facility etc. for MSW.

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Executive Engineer  
(Store) SDMC

## 4. Instructions to Bidders

### A. General

#### 4.1 Scope of Bid

- 4.1.1 The Authority wishes to receive Qualification Application, Technical Proposal and Financial Offer.

#### 4.2 Eligibility of Bidders

- 4.2.1 For determining the eligibility of Bidders (the “**Eligible Bidders**”) hereunder, the following shall apply:
- (a) The Bidder for qualification 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 a Consortium, as the case may be, can be member of another Consortium submitting the Bid. A Bidder violating the above condition shall be liable for disqualification and the Authority shall be entitled to forfeit and appropriate the Bid Security. The term Bidder used herein would apply to both a single entity and a Consortium.
  - (b) A Bidder may be a private entity, government-owned entity or any combination of them with a formal intent to enter into an 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 4.2.3 below.
  - (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, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority including consideration of such Bidder’s proposal (the “**Damage**”) 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, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of



more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five percent) 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 section 4A of the Companies Act 1956/2013. For the purposes of this Clause 4.2.1(c), indirect shareholding held through one or more company or corporation shall be computed as follows: (aa) where any intermediary is controlled by a company or corporation through management control or otherwise, the entire shareholding held by such controlled intermediary in any other company or corporation (the "Subject Company") shall be taken into account for computing the shareholding of such controlling company or corporation in the Subject Company or corporation; and (bb) subject always to sub-clause (aa) above, where a company or corporation does not exercise control over an intermediary, which has shareholding in the Subject Company or corporation, the computation of indirect shareholding of such company or corporation in the Subject Company or corporation 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 company or corporation in the intermediary is less than 51% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, 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
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

4.2.2 The Bidder should submit a Power of Attorney as per the format at Appendix B6, authorizing the signatory of the Bid to commit the Bidder. In case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix B7.

4.2.3 In case the Bidder is a Consortium, it shall comply with the following requirements:

- (a) Number of members in a consortium shall not exceed 3 (three);
- (b) subject to the provisions of sub-clause (a) above, the Qualification Application shall 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**”) and the nomination(s) shall be supported by a Power of Attorney, as per the format in Appendix B7, signed by all the other 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 member of a Consortium submitting Bid and simultaneously of another Bidder Consortium submitting the Bid.
- (f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- (g) members of the Consortium shall enter into a binding joint bidding agreement, substantially in the form specified at Appendix B8 (the “**Jt. Bidding Agreement**”), for the purpose of making the Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
  - (i) Convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and a Power Purchase Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement and the Power Purchase 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 to be held by each member;
  - (iv) Commit that the Lead Member, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 51% (fifty one percent) or more of the paid up and subscribed equity of the SPV;
  - (v) Commit that other members of the Consortium (i.e. except the Lead Member), whose experience will be evaluated for the purposes of this RFP, shall subscribe to 20% (Twenty percent) or more of the paid up and subscribed equity of the SPV. However, in case of the Member being a Developer (of WtE Plants), a binding contract/ MoU has to be signed between the Developer and the Technology Provider, without the Technology Provider having an equity stake in the project
  - (vi) Commit that the Lead Member shall for a period of 5 (five) years from the COD of the Project, hold equity share capital not less than the higher of (i) 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5%

- (five percent) of the Total Project Cost specified in the Bid Documents;
- (vii) Commit that other members of the Consortium (i.e. except the Lead Member) shall for a period of 5 (five) years from the COD of the Project, hold equity share capital not less than 10% (ten percent) of the subscribed and paid up equity share capital of the SPV;
  - (viii) members of the Consortium undertake that they shall collectively hold 100% (one hundred percent) of the subscribed and paid up equity of the SPV at all times until the fifth anniversary of the COD of the Project; and
  - (ix) 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 the Power Purchase Agreement; and
- (h) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
- 4.2.4 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit the Bid, either individually or as member of a Consortium.
- 4.2.5 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 by any public entity for breach by such Bidder, Consortium Member or Associate. The Bidder has to submit a sworn affidavit complying with the above.
- 4.2.6 In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under Section 5, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, 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 a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or corporation, the power to direct the management and policies of such company or corporation by operation of law.
- 4.2.7 The following conditions shall be adhered to while submitting the Bid:
- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information
  - (b) Information supplied by a Bidder (or other constituent Member if the Bidder is a



Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms

(c) In responding to the Bid submissions, Bidders should demonstrate their capabilities in accordance with Clause 5.1.1

4.2.8 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

### 4.3 General Terms of Bidding Process

4.3.1 Background Documents are being provided only as a preliminary reference document by way of **assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bid**. Nothing contained in the Background Documents shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Background Documents.

4.3.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement and the Power Purchase 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 and the Power Purchase Agreement.

4.3.3 The 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 4.3.3 shall also apply *mutatis mutandis* to Bid 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.

4.3.4 This RFP is not transferable.

4.3.5 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

### 4.4 Change in composition of the Consortium

4.4.1 Change in the composition of a Consortium will not be permitted by the Authority.

#### **4.5 Number of Bids and costs thereof**

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.

#### **4.6 Site visit and verification of information**

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.

#### **4.7 Acknowledgement by Bidder**

4.7.1 It shall be deemed that by submitting the Bid, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 4.5 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

4.7.2 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 the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

#### **4.8 Right to accept or reject any or all Bids**

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

4.8.2 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.

4.8.3 The Authority reserves the right to reject any Bid 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.

If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Financial Offer have been opened and the Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to

- (c) invite the remaining Bidders to match the Lowest Bidder / submit their Bids in accordance with the RFP; or
- (d) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

4.8.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement and the Power Purchase 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 the Power Purchase Agreement, and if the Bidder/SPV has already been issued the LOA or has entered into the Concession Agreement and the Power Purchase 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 Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Concession Agreement and the Power Purchase Agreement or under applicable law.

4.8.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. 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 there under.

#### **4.9 Validity of Bid**

4.9.1 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bid may be extended by mutual consent of the respective Bidders and the Authority.

#### **4.10 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Qualified 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 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.

#### **B. Documents**

#### **4.11 Contents of the RFP**

4.11.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 4.13.

##### **DISCLAIMER**

Section 2	GLOSSARY
Section 3	INTRODUCTION
Section 4	INSTRUCTION TO BIDDERS
Section 5	QUALIFICATION APPLICATION
Section 6	TECHNICAL PROPOSAL
Section 7	FINANCIAL OFFER
Section 8	FRAUD AND CORRUPT PRACTICES
Section 9	PRE-BID MEETING
Section 10	MISCELLANEOUS

##### **Annexure A – Bid Security**

Appendix A1 Cover Letter for Bid Security

##### **Annexure B Qualification Application**

Appendix B1 – Letter Comprising Bid

Appendix B2 Details of Bidder

Appendix B3	Proposed Technology
Appendix B4	Details of Eligible Projects
Appendix B5	Financial Capacity of the Bidder
Appendix B6	Power of Attorney for signing of Bid
Appendix B7	Power of Attorney for Lead Member of Consortium
Appendix B8	Joint Bidding Agreement
Appendix B9	Statement of Legal Capacity
<b>Annexure C - Technical Proposal</b>	
Appendix C1	Technical Proposal
<b>Annexure D - Financial Offer</b>	
Appendix D1	Letter comprising the Financial Offer

#### 4.12 Clarification

- 4.12.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail to the officer designated in Clause 4.18.5 below. The envelopes/communications shall clearly bear the following identification/title:
- 4.12.2 "Queries/Request for Additional Information: RFP for Municipal Solid Waste (MSW) to Energy Processing Facility Tehkhand, Okhla . They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 3.4. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses shall be uploaded by the Authority on the website [www.mcdonline.gov.in](http://www.mcdonline.gov.in) under "NEWS" & "TENDERS" without identifying the source of queries.
- 4.12.3 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.
- 4.12.4 The Authority may also on its own motion, if deemed necessary, provide interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

#### **4.13 Amendment of RFP**

- 4.13.1 At any time prior to the deadline for submission of Bid, 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 revised documents. In all cases the revised document would be deemed to completely override the contents of the earlier document.
- 4.13.2 Any revisions thus issued shall be available on the website [www.mcdonline.gov.in](http://www.mcdonline.gov.in) under "NEWS" & "TENDERS".
- 4.13.3 In order to afford the Bidders a reasonable time for taking a revision into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

#### **4.14 Proprietary data**

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

#### **4.15 Correspondence with the Bidder**

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

### **C. Preparation and Submission of Bid**

#### **4.16 Language**

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

#### **4.17 Format and signing of Bid**

- 4.17.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

4.17.2 The Bidder shall prepare the Bid as specified in Clause 4.18. The Bidder shall also provide soft copies on Compact Disc (CD) as specified in Clause 4.18. In the event of any discrepancy between the original and true copy and/or CD, the original shall prevail.

4.17.3 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. The Bid shall contain page numbers and shall be bound together in hard cover.

#### **4.18 Sealing and Marking of Bids**

4.18.1 The Bidder shall submit the Bid as stipulated below

4.18.2 Envelop 1 shall be sealed and shall bear the identification "Bid Security" and shall contain Bid Security Demand Draft / Bank Guarantee and the Cover Letter for Bid Security in the format at Appendix A1 and Letter Comprising Bid in the format at Appendix B1.

4.18.3 Envelop 2 shall be sealed and shall contain Envelop 2A, Envelop 2B and Envelop 2C as mentioned below and shall clearly bear the identification "Request for Proposal: Original", the name and address of the Bidder.

(a) Envelope 2A shall be sealed and shall clearly bear the identification "Qualification Bid: Original" and shall contain:

(i) Forms regarding technical experience in the prescribed format at Appendix B1- Letter comprising Bid, Appendix B2, Appendix B3, Appendix B4, and Appendix B5, along with supporting documents

(ii) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed

(iii) Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding three years from Bid Due Date

(iv) Power of Attorney for signing the Bid as per the format at Appendix B6

(v) If applicable, the Power of Attorney for Lead Member of Consortium as per the form at Appendix B7

(vi) Copy of the Jt. Bidding Agreement, in case of a Consortium as per the format at Appendix B8

(vii) Statement of Legal Capacity as per the format at Appendix B9

- (viii) Copy of the RFP Documents along with all amendments and clarifications, duly stamped and signed on each page by the Authorised Signatory of the Bidder
  - (ix) All the documents in Envelop 2A shall be bound together in hard cover and the pages shall be numbered serially.
  - (b) Envelope 2B shall be sealed and shall clearly bear the identification “Technical Proposal: Original” and shall contain the forms in the prescribed format at Appendix C1 bound together in hard cover
  - (c) Envelope 2C shall be sealed and shall clearly bear the identification “Financial Offer: Original” and shall contain the letter in the prescribed format at Appendix D1
- 4.18.4 Envelop 3 shall be sealed and shall contain Envelop 3A and Envelop 3B and shall clearly bear the identification “Request for Proposal: True Copy”, the name and address of the Bidder.
- a) Envelop 3A shall be sealed and shall contain a true copy of the documents in Envelop 2A along with a CD containing soft copy of as many documents in Envelop 2A as possible and shall clearly bear the identification “Qualification Application: True Copy”. All the documents in Envelop 3A, except the CD shall be bound together in hard cover. Each page thereof shall be initialled in blue ink by the authorized signatory of the Bidder.
  - b) Envelop 3B shall be sealed and shall contain a true copy of the documents in Envelop 2B along with a CD containing soft copy of as many documents in Envelop 2B as possible and shall clearly bear the identification “Technical Proposal: True Copy”. All the documents in Envelop 3B except the CD shall be bound together in hard cover. Each page thereof shall be initialled in blue ink by the authorized signatory of the Bidder.
- 4.18.5 Envelope 1, Envelope 2 and Envelop 3 shall be submitted at the location mentioned below on any working day i.e. Monday to Friday excluding public holidays before 1300 hrs (Indian Standard Time) on or before the Bid Due Date for each Bid.

Office of the Ex. Engineer (Store)  
Room no. 16, Ambedkar Stadium,  
Delhi Gate, Delhi-110002  
Tel.: +011-23722787  
Email: [eeplmcd@gmail.com](mailto:eeplmcd@gmail.com)

- 4.18.6 Along with the above Envelopes, the Demand Draft of INR 1,00,000 (INR One Lakh only) to Authority towards the cost of the Bidding Documents for each Bid as mentioned in Clause 3.3.3 shall also be submitted.
- 4.18.7 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 and consequent losses, if any, suffered by the Bidder.



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

4.18.9 For avoidance of doubt, the documents shall be arranged in the envelopes as tabulated below:

Envelope	Contents
<b>Envelope 1: "Bid Security"</b>	<input type="checkbox"/> Bid Security Cover Letter - Appendix A1 <input type="checkbox"/> Bid Security Demand Draft / Bank Guarantee
<b>Envelope 2: "Request for Proposal: Original"</b>	<p><b>Envelope 2A: "Qualification Application: Original"</b></p> <input type="checkbox"/> Letter Comprising Bid –Appendix B1 <input type="checkbox"/> Forms in the prescribed format at Appendix B1- Letter comprising Bid, Appendix B2, Appendix B3, Appendix B4, and Appendix B5 along with supporting documents <input type="checkbox"/> Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed; <input type="checkbox"/> Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding three years <input type="checkbox"/> Power of Attorney for signing the Application - Appendix B6 <input type="checkbox"/> Power of Attorney for Lead Member (if applicable) - Appendix B7 <input type="checkbox"/> Jt. Bidding Agreement (if applicable) - Appendix B8 <input type="checkbox"/> Statement of Legal Capacity - Appendix B9 <input type="checkbox"/> Copy of the RFP Documents duly stamped and signed on each page by the Authorised Signatory of the Bidder <p><b>Envelope 2B: "Technical Proposal: Original"</b></p> <input type="checkbox"/> Technical Proposal - Appendix C1 <p><b>Envelope 2C: "Financial Offer: Original"</b></p> <input type="checkbox"/> Financial Offer - Appendix D1
<b>Envelope 3: "Request for Proposal: True Copy"</b>	<p><b>Envelope 3A: "Qualification Application: True Copy"</b></p> <input type="checkbox"/> True copy of documents in Envelop 2A <input type="checkbox"/> CD containing soft copy of the documents in Envelop 2A <p><b>Envelope 3B: "Technical Proposal: True Copy"</b></p> <input type="checkbox"/> True copy of documents in Envelop 2B <input type="checkbox"/> CD containing soft copy of the documents in Envelop 2B

#### **4.19 Bid Due Date**

- 4.19.1 Bids should be submitted before 1100 hours IST on the Bid Due Date, at the address provided in Clause 4.18.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 4.18.5.
- 4.19.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 4.13 uniformly for all Bidders.

#### **4.20 Late Bids**

Bids received by the Authority after the specified time on the Bid Due Date shall not be accepted for whatsoever reasons.

#### **4.21 Modifications/ substitution/ withdrawal of Bids**

- 4.21.1 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.
- 4.21.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 4.18, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 4.21.3 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.

#### **4.22 Bid Security & the Performance Security**

- 4.22.1 The Bidder shall furnish as part of its Bid, a bid security worth INR 3,75,00,000/- (INR Three Crore Seventy Five Lakh only) (the "**Bid Security**") in the form of a bank guarantee / demand draft issued by a Scheduled Bank in India. The demand draft shall be drawn in favour of "Commissioner, South Delhi Municipal Corporation (SDMC)" "payable at Delhi (the "**Demand Draft**") along with the Bid Security Cover Letter as specified in Appendix A1 and having a validity of 180 (one hundred and eighty) 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. Similarly, the bank guarantee shall be submitted in the format specified in Appendix A2 of this document (the "**Bank Guarantee**"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 4.22.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

- 4.22.3 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 200 (two hundred) days from the Bid Due Date. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee cheque in favour of the unsuccessful Bidder(s) in the name of the company which submits the Bid.
- 4.22.4 The selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and the Power Purchase Agreement and furnishing the Performance Security in accordance with the provisions in the Concession Agreement.
- (a) **Performance Security during construction:** Successful Bidders, selected by the Authority, based on this RFP shall submit Construction Performance Security in the form of a bank guarantee in favour of the SDMC for a value of **INR 18,75,00,000 (INR Eighteen Crore Seventy Five Lakh only)** for the Project within 45 days of issuance of Letter of Award and before signing the Concession Agreement (the "**Performance Security**"). It may be noted that Successful Bidders shall submit the Performance Security for the Project according to the Concession Agreement with a validity period of 120 days from the Scheduled COD.
- 4.22.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 4.22.6 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.
- 4.22.6 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 and the Power Purchase Agreement, or otherwise, under the following conditions:
- (a) If the Qualification Application and Technical Proposal are found to be non-responsive, the Bid shall be rejected and the Bid Security shall be returned but if the Financial Offer is found to be non-responsive, the Bid Security shall be forfeited;
- (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 8 of this RFP;
- (c) If 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) In the case of selected Bidder, if it fails within the specified time limit -

(i) to sign and return the duplicate copy of LOA;

(ii) to furnish the Performance Security within the period prescribed thereof in the Concession Agreement.

**D. Evaluation Process**

**4.23 Opening and Evaluation of Bids**

- 4.23.1 The Authority shall open the Bids at 1500 hours IST on the Bid Due Date, at the place specified in Clause 4.18.5 and in the presence of the Bidders who choose to attend.
- 4.23.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 4.21 shall not be opened.
- 4.23.3 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 7.
- 4.23.4 Bidders are advised that pre-qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 4.23.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 4.23.6 The Authority reserves the right not to proceed with the Bidding Process at any time without the notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 4.23.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant portion from computation of Technical and Financial capacity of the Bidder.
- 4.23.8 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from evaluation of Technical Capacity of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 4.8.3 and 4.8.4.

**4.24 Tests of responsiveness**

- 4.24.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the