

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature).....
(Name & Title)

For
(Signature).....
(Name & Title)

Witnesses:

1.

2.

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

APPENDIX IV
Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (Hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (Hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

[Name of ULB] (_____ **represented** by its Municipal Commissioner, having its registered office at Civil Line, _____ (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) intends to carry out **Selection of Operator for Door-to-Door Collection and Transportation of MSW up to dalaoghar or secondary collection point in _____ (the “Project”)**, has invited applications (the **Bids**”) by its Request for Proposal No. dated (the “**RFP**”) for qualification and short-listing of bidders for [**insert name of project.**] _____ (the “**Project**”).

- (A) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (B) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and Interpretations

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

2 Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly

participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3 Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into an Agreement with the Authority and for performing all its obligations as the Bidder in terms of the Agreement for the Project.

4 Role of the Parties

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

- (a) The Lead member of the Consortium shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Agreement when all the obligations shall become effective.

5 Joint and Several Liability

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

6 Shareholding in the Consortium

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

First Party (Lead Member): ___%

Second Party: ___%

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

7 Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement.
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it.

8 Termination

This Jt. Bidding Agreement shall be effective from the date hereof and shall continue in full force and effect and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Jt. Bidding Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the EMD by the Authority to the Bidder, as the case may be.

9 Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

SECOND PART:

(Signature)

(Name)

(Designation)

(Address)

Notes:-

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

APPENDIX VI

Anti-Collusion Certificate

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

Ref. Date:

To,

[Name of ULB] **Municipal Corporation,**

_____.

Dear Sir,

We hereby certify and confirm that in the preparation and submission of this 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 this Proposal.

Date this.....Day of

Name of the Bidder

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

For and on behalf of..... [Single Entity Bidder/ Lead Member]..

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Appendix VII Details of Eligible Projects

(Refer to Clauses 2.2.2(A), 3.2 of the RFP)

Project Code:

Member Code:

Item	Particulars of the Project
Title & nature of the project	
Entity for which the project was developed	
Location	
Tonnage / day	
Area covered in the Project	
Population Covered in the Project	
Manpower deployed in the Project	
Date of commencement of project	
Date of completion	
Equity shareholding (with period during which equity was held)	

Instructions:

1. Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2 of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the instructions below.
2. For a Bidding Company, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium, then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member code shall indicate NA for Not Applicable in case the Bidder is a Bidding Company. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other

Member.

5. Particulars such as name, address and contact details of owner/authority/agency (i.e. concession grantor, counter party, etc.) should be provided.
6. The date of commissioning of the project should be indicated.
7. The date of completion of the project should be indicated.
8. The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which eligible experience is claimed, needs to be given (Refer Clause 3.2).
9. Experience for any activity relating to an Eligible Project shall not be claimed by 2 (two) or more Members. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
10. Certificate from the client or the Bidder's statutory auditor^{\$} must be furnished as per format below for each Eligible Project in addition to the certificate from the client. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidding Company/Member may provide the requisite certification.
11. Certificate from the statutory auditor regarding Eligible Projects shall be in the following format.

Certificate from the statutory auditor regarding Eligible Projects^{\$}

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidding Company/Member) is/was an equity shareholder in (title of the project company) and holds/held Rs. cr. (Rupees crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from (date) to (date)[¥]. The project was commissioned on (date of commissioning of the project) and completed on (date of completion of the project).

We further certify that the total MSW handled is _____ MT per day, total area covered is _____ sq. km, total population covered is approx. _____ and total manpower deployed in the Project is _____.

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the Authorised Signatory)

Date:

12. Client work order/completion certificate may also be attached.
13. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.

\$ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

¥ In this case the project is owned by the Bidding company, this language may be suitably modified to read: "It is certified that (Name of the Bidder) developed and/ or owned the (Name of the project) from (Date) to (Date)."

Appendix VIII

Financial Capacity of the Bidder

(In Rs. crores)

	Member Code	Net Cash Accruals			Net Worth
		Year-1	Year-2	Year-3	
(1)	(2)	(3)	(4)	(5)	(8)
Single entity Bidder					
Consortium Member 1					
Consortium Member 2					
TOTAL					

Name & address of Bidder's Bankers:

\$ An Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

€For Member Code, see instruction 4 at Annex-IV of this Appendix-I. €The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

\$\$ For conversion of other currencies into rupees, see note below.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for ____ years preceding the Bid Due Date. The financial statements shall:
 - a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - b) be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements; and
 - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. **Net Cash Accruals** shall mean Profit after Tax + Depreciation.
3. **Net Worth shall** mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year __ will be the latest completed financial year, preceding the bidding. Year __ shall be the year immediately preceding Year __ and so on. In case the Bid Due Date falls within _____ months of the close of the latest financial year, refer to Clause 2.2.12.
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFP document.
6. The applicant shall also provide the name and address of the Bankers to the Bidder.
7. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFP document.

APPENDIX-IX APPROACH AND METHODOLOGY

Technical approach, methodology and project plan are key components of the Technical Proposal. You are suggested to present in your technical proposal the followings:

- Technical Approach and Methodology,
- Project Plan
- Organization and Staffing,
- Assessment of Risk and Mitigation Plan
- Funding / Financing plan

1. **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the project, approach to the services, methodology for carrying out the activities obtaining the expected output and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. It shall include details of construction of Project facilities and support infrastructure, equipment and vehicles, timely replacements due to wear and tear etc.
2. **Project Plan:** In this chapter you should propose the main activities of the project, their content and duration, phasing and interrelations, milestones and completion dates of the key project deliverables. The proposed project plan should be consistent with the technical approach and methodology, showing understanding and ability to translate them into a feasible project plan. The project plan should be consistent with the project activity schedule attached.
3. **Organization and Staffing:** In this chapter you should propose the structure and composition of your project and operational team. You should list the main disciplines of the project, CVs of the key expert responsible and proposed technical and support staff.
4. **Assessment of Risk and mitigation plan:** In this chapter you should explain the various categories of risks you envisage in the project implementation and operation phase. You should highlight the method to evaluate the overall chances of potential loss and the consequences. You should propose a plan to control & monitor the risks and plan for contingencies to risks, which occur.
5. **Funding / Financing Plan:** In this chapter you should propose the various sources of funds and means of finances.

Note: The bidder may be invited to make a presentation on approach, methodology and project plan to judge their understanding of the project.

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APPENDIX-X

LETTER COMPRISING THE FINANCIAL BID

Date:

To,

,

[Name of ULB] Municipal Corporation,

_____.

Sub:- Financial Bid for **Door-to-Door Collection and Transportation of MSW up to _____ or secondary collection point in _____, Contract Package “ ___ ”**

Dear Sir,

With reference to your RFP document dated *****. I/we, having examined the Bidding Documents and understood their contents, I/We hereby submit our Bid and quote the following Tipping Fee Rate for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

Project Name	Tipping Fee Rate	
Door-to-Door Collection and Transportation of up to secondary collection point in _____ Contract Package “ ___ ”	In figures	In words
	INR. _____/-_per M.Tonne	INR _____ only per M.Tonne

Note:

1. The Tipping Fees Rate is inclusive of all taxes but excluding Service Tax

Yours faithfully

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidders/Lead Member

Date: Place: