

**GOVERNMENT OF MANIPUR
DIRECTORATE: MAHUD DEPARTMENT**

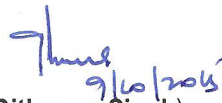
No. 7/1/2015-DIR(MAHUD)-A

Dated 09.10.2015

REQUEST FOR PROPOSAL

Directorate of Municipal Administration, Housing & Urban Development (MAHUD), Government of Manipur, invites expression of interest afresh (2nd invitation) in the form of detailed techno commercial offers from reputed agencies having experience in similar type of works for the following facilities:

- I. Operation and maintenance of the newly constructed MSW composting plant at Lamdeng for conversion of Municipal Solid Waste to compost with a capacity of 100 MT per day.
 - II. Upgradation of the newly constructed plant to enable conversion of non-compostable waste to energy and operation thereof. The upgradation is under Build, Operate and Transfer ("BOT") basis and investment on PPP mode.
2. The scope of work, instruction to the applicants, eligibility criteria and prescribed format etc. may be downloaded from the website <http://manipur.gov.in>. The proposal complete in every respect may be delivered to the undersigned by Post/Courier/Registered Post on or before **30.10.2015 upto 3.00 PM** in a sealed envelope superscribed with **"RFP FOR OPERATION, UPGADATION AND MAINTENANCE OF MSW PLANT AT LAMDENG, MANIPUR"**. The Director, Municipal Administration, Housing & Urban Development (MAHUD), Government of Manipur, reserves the right to accept or reject all or any of the proposals and terminate the selection process without assigning any reason thereof.


(N. Gitkumar Singh)
Director (MAHUD),
Government of Manipur

In case of queries and clarification on the above, please contact:

The Joint Director

Municipal Administration, Housing & Urban Development (MAHUD)
PDA Complex, North AOC, Imphal - 795001

Phone - 08014600283

E-mail: udmanipur@gmail.com

REQUEST FOR PROPOSAL

FOR

**OPERATION, UPGRADATION AND MAINTENANCE OF MSW PLANT AT LAMDENG,
MANIPUR**

MUNICIPAL ADMINISTRATION, HOUSING & URBAN DEVELOPMENT (MAHUD)

PDA COMPLEX, NORTH AOC, IMPHAL – 795001

October, 2015

BIDDERS DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client inviting RFP	Director, Municipal Administration, Housing & Urban Development (MAHUD)
2.	Name of the Assignment	OPERATION, UPGRADATION AND MAINTENANCE OF MSW PLANT AT LAMDENG, MANIPUR
3.	Date of Issue of RFP	Dt. 09.10.2015
4.	Last date of receiving queries	Dt. 20.10.2015
5.	Pre bid meeting and site visit	Dt. 23.10.2015
6.	Last date and time for receipt of RFP	Dt. 30.10.2015 up to 3:00 PM
7.	Date and time of opening of Technical Proposal	Dt. 30.10.2015 at 3:30 PM
8.	Technical Presentations	Dt. 31.10.2015
9.	Opening of Financial Bids	Bid due date to be specified later.
10.	Validity of Bids	180 days
11.	LOA (Letter of Award) and signing of Concession Agreement	Within 30 days of award of LOA.
12.	Earnest Money Deposit (EMD)	Rs 5,00,000/- (Rupees five lakhs only) in the form of Demand Draft (Refundable) from any of the Nationalized Bank or Scheduled Bank in favour of the Director, MAHUD payable at Imphal to be submitted along with the proposal.
13.	Tender Fee	Rs 5,000/- (Rupees five thousand only) in the form of Demand Draft (non-refundable) from any of the Nationalized Bank or Scheduled Bank in favour of the Director, MAHUD payable at Imphal to be submitted along with the proposal.
14.	Name of the Contact Officer	Joint Director Municipal Administration, Housing & Urban Development (MAHUD) PDA Complex, North AOC, Imphal - 795001 Phone - 08014600283 E-mail: udmanipur@gmail.com
15.	Address for Submission of Proposal	THE DIRECTOR Municipal Administration, Housing & Urban Development (MAHUD) PDA Complex, North AOC, Imphal - 795001 E-mail: udmanipur@gmail.com (Bidders are requested to submit their proposal through Speed Post / Registered Post / Courier or through special messenger. Submission of proposal through other mode will not be accepted).

Note: Bidders are requested to download the RFP Document and other details from the website:

<http://manipur.gov.in>.

Disclaimer

- 1. The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Eligible Bidders(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Eligible Bidders(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.**
- 2. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project.**
- 3. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant 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 this RFP may not be complete, accurate, adequate or correct. Each Applicant 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.**
- 4. Information provided in this RFP to the Eligible Bidders(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.**
- 5. The Authority, its employees and advisors, make no representation or warranty and shall have no liability to any person, including Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.**
- 6. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.**

7. 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 this RFP.
8. The Applicant shall bear all its cost associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

SECTION: 1

BACK GROUND INFORMATION AND OBJECTIVE OF THE ASSIGNMENT

1. **Project Background and objective:** Department of Municipal Administration, Housing & Urban Development (MAHUD), Manipur and the urban local bodies of the state is responsible for collection, transportation, processing and disposal of the municipal solid waste as per MSW-2000 Rules in the city of Imphal and surrounding municipalities. MAHUD invites expression of interest in the form of detailed techno-commercial offers from reputed agencies having experience of similar type of work for set up of waste processing facilities under the PPP mode.

1.1 **Project Background:** Imphal, the capital city of Manipur is the only class-I town of the state. The city accommodates about 32 percent of the total urban population as per 2011 census and is the only predominant settlement in the state. The population of Imphal as per 2011 census is 2,68,243. It is the centre of administration, trade and commerce, education and other urban infrastructural facilities. The urban activities in the city have increased rapidly during the last 2 decades. The floating population converging daily to Imphal city is estimated at about 1 lakh.

The increase in urbanization and spurt in consumerism results in generation of municipal solid waste (MSW) which is a major environmental concern of the city. Concerted efforts have been made by government/local body/ non government organizations to address to this issue. Daily collection of MSW ranges from about 50 to 65 MT. The per capita MSW generation for Imphal is 300 g/ day. The Imphal Municipal Corporation (IMC) is responsible for collection, transportation and disposal of MSW. Door-to-door collection and transportation of MSW was privatized by dividing IMC area into 5 zones.

The main source of MSW generation in Imphal city, having a population of about 2.68 lakhs is domestic accounting for approx. 79.65% of the total generation. Construction waste comprise of about 14.03% while waste from agricultural activities accounts for 5.26%. Bio-medical waste contributes to less than 1.0%. As per a survey conducted by CPCB with the assistance of NEERI in 2004-05, the waste characteristic for Imphal is:

Compos tables(%)	Recyclables(%)	Carbon/Nitrogen Ratio	Moisture(%)
60.00	18.51	22.34	40

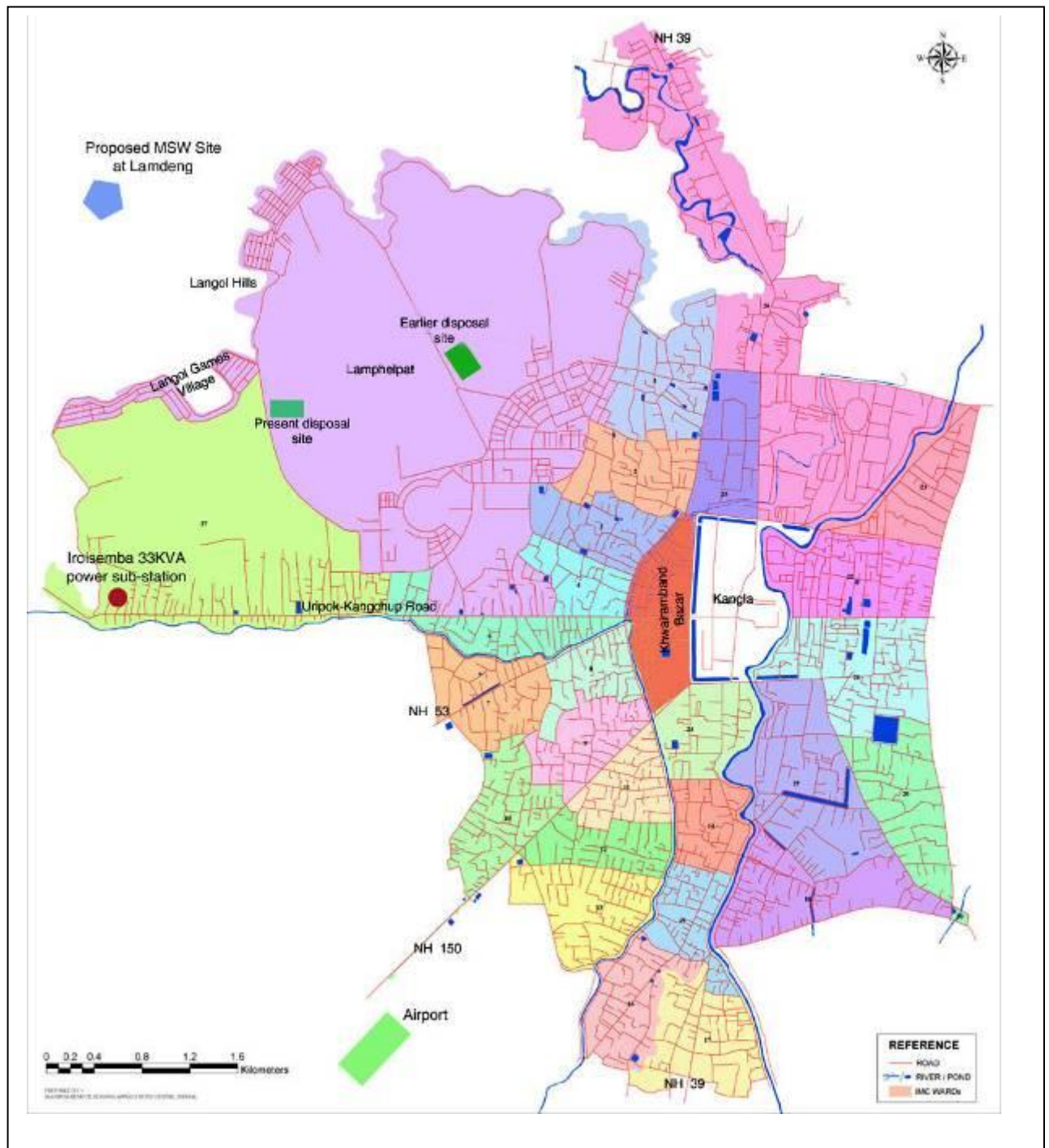
1.2 **THE SWM PLANT OF IMPHAL CITY:** The SWM plant for Imphal City was formulated in 2009 for a design period of 30 years. The scheme is divided into three stages viz., immediate phase (2006 to 2016), intermediate phase (2016 to 2026) and ultimate phase (2026 to 2036). Population of Imphal city for the base year and ultimate year was projected using decadal growth rate of 16%, based on the past growth rate. The projected population and the estimated daily waste generation are given in the Table below:

Projection of population & waste generation for Imphal: 2006 to 2036

Sl. No	Year	Projected Population	Waste Generation (tones/day)
1	2006	2,34,012	95.86
2	2016	2,71,454	111.20
3	2026	3,14,887	129.00
4	2036	3,65,269	149.64

1.3 **SWM Plant Location:** The SWM Plant was taken up at a site measuring about 88 acres at Lamdeng area in Imphal (west) which is about 10 Kms from Imphal city (refer Figure below).

Figure: MSW Plant site



1.4 Present System of Collection: The municipal solid waste collected from Imphal city through various network of collection system will be transported to Solid Waste Management Plant at Lamdeng for composting. The proposed collection system would be as under:

1.	Door to door collection and transportation to the Plant	Performed by private parties/ NGO.
2.	Collection from designated/ undesignated secondary waste collection points within Bazar area.	By IMC.

1.5 Existing Facilities: The SWM Plant at Lamdeng have been planned in accordance with Manual on Municipal Solid Waste Management. The site comprises of the following units:

Unit/ Category	Components
MSW handling, Processing & Treatment Facilities	• Sanitary Landfill: 159.50 X 62.00 X 2.00 m. • Leachate Pond/Evaporation Tank: 62.10 X 13.70 X 1.70 m. • Covered Compost Pad: 108.30 X 86.00 m • Machinery for MSW Processing Plant: • Preparatory Section (2 Trommels) • Refinement Section (1 Trommel) • Utility Buildings for Weight Bridge (40 Ton Capacity), Sub-station and General Store. • Internal Roads: Length = 805.37 Rm • Internal Drain: Length = 1611.30 Rm • Water Supply & Sanitary Works Provided • Electrical Works • One Transformer (250 Kva) • DG Set (200 Kva) • High Mast (30 m high) 2 nos.
	Other Components: • 2 Nos. of JCB • 1 Skid Loader (Bobcat) • 2 Nos. Tractor (Mahindra Arjun) • 1 Road Roller-cum-Compactor
Site Infrastructure	Evaporation Tank, Weigh bridge, Administrative block, Vehicle maintenance block, Sub-Station, Green belt, internal road etc.

Note : State Government will not be responsible for Operation & Maintenance of the assets during the concession period.

The Composting Unit was designed to handle upto 100 tonnes per 8 hours working shift per day of MSW.

1.6 Important information to the bidders:

The key details of the project may broadly be summarized as under:

- Type of Waste : Municipal Solid Waste
- Characteristic of Waste: Heterogeneous and un-segregated
- Average Waste Generation: 100 Tons per Day. (Note: Current waste collection is 65 TPD. But MAHUD is planning to rationalise the present collection system by augmenting the NGOs and also bring waste from nearby municipalities.)
- Site Location: Lamdeng, Manipur (MAHUD) will provide land, as per requirement of the technology described in business plan.
- The newly constructed SWM treatment Plant had been successfully run on trial basis for conversion of waste to compost.

- Land Provision: Land shall be provided by Manipur Government at the above mentioned location at a lease rent of Rs. 1/Square Meter/ Year.
- Approach: Motorable access road up to the plant site.
- The successful bidder can utilize the current set up of SWDF at Lamdeng.

1.7 State Governments Role/Obligations:

- State Government shall provide the required land(out of 88 acres)at the above mentioned location at a lease rent of Rs.1/sq.mtr./year
- State Government shall ensure delivery of the committed waste quantity at the processing facility.
- State Government shall, if required, provide assistance with introduction letter/recommendation letter so as to obtain any licenses, approvals, permissions, grant, subsidy etc. However, government doesn't owe any responsibility towards the same.

State Governments role/obligation however shall be indicative and shall bear no responsibility towards the outcome of the offer.

1.8 Objective of the Assignment :

- a) Operation and maintenance of the newly constructed MSW composting plant at Lamdeng for conversion of Municipal Solid Waste to compost with a capacity of 100 MT per day.
- b) Upgradation of the newly constructed plant to enable conversion of non-compostable waste to energy and operation thereof within 18 (eighteen) months of commencement of operations date (COD) of para 1.8(a) above. The upgradation is under Build, Operate and Transfer ("BOT") basis and investment on PPP mode.

SECTION: 2

INSTRUCTION TO THE BIDDER

2.1 Eligibility Criteria for the Bidders:

Technical Qualification:

- The bidder/ Joint Venture consortium bidding for the project should have at least one operational waste processing facility in last 3 years.

OR

- The bidder/ Joint Venture consortium bidding for the project should have experience of providing waste processing technology to at least one plant in last 3 years.

In the event that the Applicant does not have the requisite O&M experience, it shall either enter into an agreement, for a period of 3 (three) years from COD, with an entity having the aforesaid experience relating to the performance of O&M obligations, or engage experienced and qualified personnel for discharging its O&M obligations in accordance with the provisions of the Concession Agreement, failing which the Concession Agreement shall be liable to termination.

Financial Qualification:

- **Turnover:** Applicant shall, over the past 3 (three) financial years preceding the Application Due Date, has average annual turnover of more than Rs. 5.0 cr. (Rupees five crore) (“Threshold Technical Capacity”) and
- **Net Worth:** The Applicant shall have a minimum average annual Net Worth (the “Financial Capacity”) of Rs. 2 cr. (Rupees Two crore) at the close of the preceding financial year.

Joint Venture/consortium is allowed for this project. Each applicant member should hold at least 20% of the equity in the project SPV. A member of a particular Applicant consortium cannot be a member of any other applicant consortium. The members of a consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium. The members of the Consortium shall enter into a binding joint bidding agreement which shall be submitted along with the application. The agreement will:

- (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 subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
- (ii) Clearly outline the proposed roles and responsibilities, if any, of each member;
- (iii) commit the minimum equity stake to be held by each member;
- (iv) commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 20% (twenty per cent) or more of the paid up and subscribed equity of the SPV and

shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than 20% (twenty per cent) of the subscribed and paid up equity share capital of the SPV.

- (v) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date(COD) of the Project; and
- (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and

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 MAHUD, Government of Manipur. The approval for change in the composition of a Consortium shall be at the sole discretion of the MAHUD, and must be approved by MAHUD in writing and the modified /reconstituted Consortium shall submit a revised Jt. Bidding statement before the bid due date.

2.2 Requisite Documents to be submitted along with the Proposal:

The interested bidders have to furnish the attested copies of requisite documents and other statutory instruments along with their technical proposal:

- The covering letter on bidder's letterhead requesting to participate in the selection process
- Earnest Money Deposit (EMD) as applicable
- Tender Fees as applicable
- Memorandum of Association of the Joint Venture consortium.
- Copy of Certificate of company registration
- Documents of company profile
- Documents of Proprietorship/Partnership deed/ J.V. deed/ whichever applicable.
- Audited annual statement of Income and Expenditure for the last 3 years certified by Chartered Accountant (Net profit, net worth for last 3 years).C.A. certified turnover certificate for last three financial years.
- Authorization Letter/Power of Attorney in favour of the person signing the proposal documents on behalf of the bidder / consortium. All the pages of the proposals should be duly signed and sealed by the authorized person on behalf of the bidder.
- Copy of Pan card
- Documentary evidence regarding engagement letter or letters from the clients served in similar assignments.
- To provide appropriate technology option as suitable to the waste characteristic.

- Business plan for the project / Technology details so as to derive the suitability and sustainability of the Plant.
- The technical details shall also include the final percentage (%) rejects to the total incoming waste at the end of processing cycle.
- The offer shall also include Satisfactory Certificates issued by the client of the current plant that is associated with the bidder for the last three years.
- Justification for suitability of the technology or technology advantage over other technologies.
- Revenue model of the technology which reflect the project viability and sustainability.
- An undertaking to set up necessary infrastructure including plant, building, machinery and other necessary utilities within the specific time frame. All components should be as per required size and structure as per relevant standard.
- An undertaking to obtain necessary clearances/permissions from statute authorities.
- An undertaking to ensure that the technology suggested/offered follows all applicable standards as per prevalent Indian Laws.
- An undertaking to operate and to maintain the processing unit for the entire concession period as per agreed terms and conditions.
- An undertaking to complete upgradation of the existing plant and start generating energy from MSW within a period of 15 to 18 months from the date of commencement of operation of the existing plant.
- Any other supporting documents which would facilitate in the assessment indicated at para 2.9, bid evaluation criteria.

2.3 Earnest Money Deposit (EMD) :

The bidder shall furnish, as part of the Technical Proposal, an Earnest Money Deposit (EMD) amounting to Rs. 5,00,000/- (Rupees five lakhs) only. The EMD shall be in the form of Demand Draft or Bank guarantee from any of the Nationalized Bank or Schedule Bank in favour of the Director, MAHUD payable at Imphal. The EMD of unsuccessful bidder shall be refunded without any interest after finalization of the successful party by MAHUD. EMD of the successful bidders will be retained till the bidders have provided a performance security under the Concession Agreement. The Earnest Money will be forfeited on account of one or more of the following reasons:

- Bidder withdraws its proposal during the selection process
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or to have submitted false information in support of its qualification.

2.4 Tender Fee:

The bidder shall also furnish, as part of the Technical Proposal, non-refundable Tender Fee amounting to Rs. 5,000/-(Rupees five thousand) only in the form of Demand Draft from any of the Nationalized Bank or Schedule Bank in favour of the Director, MAHUD payable at Imphal.

2.5 Validity of the Proposal:

Proposals shall remain valid for a period of 180 (One hundred eighty) days from the date of opening of the technical proposal. MAHUD reserves rights to reject a proposal valid for a shorter period as non-responsive. Director, MAHUD will make the best efforts to finalization of the selection process within this period.

2.6 Submission of Proposals:

The proposal should be as per the prescribed format as given in the RFP Document. Bidders shall submit their proposals through Registered Post/Speed Post/Courier or through special messenger at the office address on or before the last date and time for receipt of proposals mentioned in **Bidders Data Sheet**. MAHUD will not be responsible for any delay/postal delay in receiving of the proposal.

The technical proposal must be submitted in a sealed envelope (with marking in bold letter). The sealed envelope super scribed as "Expression of Interest for **OPERATION, UPGRADATION AND MAINTENANCE OF MSW PLANT AT LAMDENG, MANIPUR- TECHNICAL PROPOSAL**" should include the required information and documents duly signed in each page by the authorized representative of the bidder.

The Financial Proposal envelope cover shall be sealed and super scribed with the name of work as "Expression of Interest for **OPERATION, UPGRADATION AND MAINTENANCE OF MSW PLANT AT LAMDENG, MANIPUR- FINANCIAL PROPOSAL**" along with the information required as per the formats given in the RFP document.

Both envelopes (Technical & Financial Proposals) should be placed in a sealed envelope super scribed with "Expression of Interest for **OPERATION, UPGRADATION AND MAINTENANCE OF MSW PLANT AT LAMDENG, MANIPUR**".

2.7 Addendum:

The bidders are required to check the given web site <http://manipur.gov.in> for Addendum, if any, before 48 hours of tender submission date and time. The bidders who quote the tender without attaching the addendum will be rejected.

2.8 Bid Evaluation Process:

The evaluation of the bid would be done by a competent committee formed by Government of Manipur. The authority reserves all rights to accept or reject all or any of the proposals at any stage without assigning any reasons thereof. The bids received shall be evaluated for two stages:

- Technical Suitability of the offered technology.
- Financial offer

Financial offers of only those bidders shall be opened whose technical offer are to the satisfaction of the Committee. The final outcome of the financial offer shall be based on the %age rejects of the total incoming waste, the tipping fees expected, royalty offered, power rate quoted as the case may be. During the Bid stage, Bidders are invited to examine the project in greater detail, and to carry out, such study as may be required for submitting their respective Bids for award of the concession including implementation of the project.

2.9 Bid Evaluation Criteria:

Evaluation of the proposals will be done by the selection committee based on the parameters mentioned below:

Sl.No.	Parameter	Indicator	Marks
1	Turnover	Marks = $3+(T-M)*2/M$ Subject to a maximum of 5 marks. Where T= Combined Average Annual Turnover of the Consortium as per RFP M= Minimum Turnover prescribed as per RFP	5
2	Net worth as on 31.03.2015	Marks = $3+(T-M)*2/M$ Subject to a maximum of 5 marks. Where T= Combined Net Worth of the Consortium as per RFP M= Minimum Net Worth prescribed as per RFP	5
3	Experience in design, construction, operation and maintenance of Sanitary Landfill	Number of Projects 1 projects 2 or More projects Landfill Capacity Sanitary landfill of capacity to accommodate waste Upto 1,00,00 cum Above 1,00,00 cum	5 10 5 10

4	Experience in design, construction, operation and maintenance of waste processing facilities	a) Number of Projects	
		1 projects	5
		2 or More projects	10
		b) Methods of processing used	
		(i) Composting and RDF and Waste to Energy and mechanical separation of recyclables(material recovery facility) or plastic processing/recycling plant or paper recycling plant or any other recyclable waste processing option, and Construction & demolition waste processing plant	20
		or	
		(ii) Composting, and RDF and mechanical separation of recyclables (material recovery facility) or plastic processing/recycling plant or paper recycling plant and Construction & demolition waste processing plant	15
5	Approach & Methodology and/or Presentation		20
	Total		80

2.10 Finalization of the Agency:

MAHUD will notify LOA the successful bidder in writing after finalization of the selection process. The successful agency has to submit an acknowledgement to MAHUD within 7 days from the date of receipt of the communication. MAHUD shall enter into a Concession Agreement with the agency. Director, MAHUD reserves the rights to disqualify any of the agencies if the performance of the same is found to be unsatisfactory during the process of selection. It is the responsibility of the bidder to seek any clarification from the client prior to submission of their proposal. During any stage of the selection process, manipulation of information, submission of wrong information will lead to out right rejection of the proposal and the bidder will be black listed for a period of five years by MAHUD.

2.11 Bank Guarantee:

The successful private partner shall provide a bank guarantee of Rs. 25 Lakhs from any Nationalized or Scheduled Bank as a performance security deposit issued in favour of The Director, MAHUD for a period of 36 months from the date of agreement. The period shall include 12 months of satisfactory operation period from the date of commercial commissioning. If the operation of the plant is not found satisfactory, MAHUD reserves the right to forfeit/ encash/ liquidate the bank guarantee.

2.12 Right to Inspection:

The State Government/any authorised representative of Government of Manipur may inspect the maintenance & operation of the Plant at any time without any prior information.

2.13 Security Deposit:

The successful private partner shall also provide security deposit Rs. 10 Lakhs in the form of Fixed Deposit or Bank Guarantee of any Nationalized Bank or Scheduled Bank in favour of the Director, MAHUD. The security deposit shall be retained against the committed intake to total inert/reject quantity. In case if the intake to reject/inert quantity exceeds the committed quantity, penalty shall be levied for the excess quantity. The rates for penalty will be decided before agreement. In the event of such default, the successful private partner shall have to deposit the penalty amount within 15 working days so as to maintain the pool security deposit amount as mention here in above. The security deposit shall be retained for the entire concession period and shall be released only after Successful completion of the concession period.

2.14 Concession Period:

The Concession Period for the said processing facility shall be for 30 years. However, upon mutually agreed upon, the same can be extended for a further period of 10 years.

2.15 Queries or Request for Additional Information:

Any queries or request for additional information concerning this RFP shall be submitted through e-mail on e-mail ID mentioned in the Bidders Data Sheet. Bidders are advised to be specific and clause-wise queries in unambiguous manner. Authority reserves the right not to respond vague and frivolous queries.

2.16 Site Visit and Verification of Information:

Application are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.17 Fraud and Corrupt Practices:

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of the Authority under the RFP hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in an corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may.

For the purposes of this Para, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the actions of any person connected with Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, and official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process.
- b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, an person or property to influence any person’s participation or action in the Bidding Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with objective of canvassing, lobbying or in an manner influencing or attempting to influence the Bidding Process; or (ii) having Conflict of Interest; and
- e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

2.18 LEGAL JURISDICTION:

All legal disputes are subject to the jurisdiction of civil court of Imphal only.

SECTION: 3

FINANCIAL PROPOSAL *(In a separate sealed envelope)*

3.0 The bidder shall provide financial offer in the following format on bidder's letterhead duly signed and sealed by the authorized person on behalf of the bidder:

No.	Financial Proposal	Amount (inRs.)/% reject	Weightage/ Full Mark	Formula used
1	Tipping fees (T)expected from MAHUD per MT.		10	$X=10-T/80$
2	Waste to Energy technology, Power tariff expected (P)		70	$Y=70-10P$
3	% of waste rejection (inert from waste processing) (I%)		20	$Z=20-I$
Total			100	Total=X+Y+Z

Note:

1. *Tipping fee to be discontinued with the commencement of energy generation.*
2. *Power tariff quoted by the firm will be subject to approval of the Government of Manipur.*
3. *Any increment on power tariff will be subject to approval of the Government of Manipur.*

SECTION: 4

GENERAL INFORMATION

4.1 Right to accept or reject any or all Applications/ Bids

4.1.1 Notwithstanding anything contained in this RFP, the Authority (MAHUD Department) reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ 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.

4.1.2 The Authority reserves the right to reject any Application and/ or Bid if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

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

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

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

4.1.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

4.2 Acknowledgement by Applicant

4.2.1 It shall be deemed that by submitting the Application, the Applicant 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
- (d) Agreed to be bound by the undertakings provided by it under and in terms hereof.

- i. 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.

b. Number of Applications and costs thereof

4.3.1 No Applicant shall submit more than one Application for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another Application either individually or as a member of any Consortium, as the case may be.

4.3.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications 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.

-----()-----