



MORBI MUNICIPAL CORPORATION

Request for Proposal (RfP) for Establishment of 250 TPD MSW Processing Plant with 15 years O&M on PPP (DBFOT) basis at Morbi (Third Call).

Volume I: Instructions to Bidder (ITB)

2026

Morbi Municipal Corporation (MRMC)

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Notice Inviting Tender (NIT)

Municipal Commissioner, MRMC invites Bids from interested Parties having requisite experience as required under the **Request for Proposal (RfP) for Establishment of 250 TPD MSW Processing Plant with 15 years O&M on PPP (DBFOT) basis at Morbi (Third Call)**. The RfP documents and the detailed information regarding Project and Bidding Process would be available on e-tendering portal - <https://tender.nprocure.com/>, from / /2026 till / /2026 upto 18:00 hours. Interested Bidder shall submit the Bids online on e-tendering portal latest by / /2026 upto 18:00 hours. The physical copy of the bid shall be submitted up to / /2026 18:00 hours at the above mentioned address. The Technical Bids will be opened on / /2026 12:00 hours.

For any assistance on the use of e-tendering system, the users may call the help desk numbers provided in the portal.

Based on qualification and techno-financial criteria, and other terms and conditions mentioned in the detailed Tender document, Successful Bidder shall be appointed.

Name of Work	Tender Fee	Earnest Money Deposit (EMD)	Estimated Project Cost
Request for Proposal (RfP) for Establishment of 250 TPD MSW Processing Plant with 15 years O&M on PPP (DBFOT) basis at Morbi (Third Call).	INR 23,500/- (Rupees Twenty-Three Thousand Five Hundred)	INR 1.52 Crore (Rupees One Crore fifty-two lakh)	- Capital Cost: INR 41.76 Crore - O&M Cost (15 years): INR 110.97 Crore - Total Cost: INR 152.73 Crore

(Tender Fee should be in form of DD of any Nationalize/Schedule Bank in favor of Deputy Municipal Corporation, Morbi Municipal Corporation and should be payable at Morbi)

Municipal Commissioner, MRMC reserves rights to reject any or all Bids without assigning any reasons thereof and the decision shall be final and legally binding on all the Bidders.

**Deputy Municipal Commissioner
Morbi Municipal Corporation**

Disclaimer

The information contained in this RFP or any other information or document provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of the Morbi Municipal Corporation (the **Authority**) and its employees or advisors is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and further it is neither an offer nor an invitation by the Authority to the Bidders or any other Person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

This RFP includes statements which reflect various assumptions and assessments arrived at by the Authority and their advisors for the Project. Such assumptions, assessments and statements do not purport to contain all the information that the Bidders may require. The information contained in this RFP may not be appropriate for all Persons and it is not possible for the Authority and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Person who reads this RFP. The assumptions, assessments, statements and information contained in this RFP 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.

The information provided in this RFP is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law.

The Authority and their employees and advisors make no representation or warranty and will have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of anything contained in this RFP, including the accuracy, adequacy, correctness, completeness or reliability of this RFP and any assessment, assumption, statement or information contained in this RFP or deemed to form part of this RFP.

It will be deemed that by submitting the Bid, a Bidder agrees and releases the Authority and their employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under this RFP and/or in connection with the Bid Process, to the fullest extent permitted by applicable law.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in this RFP. The issue of this RFP does not imply that the Authority is bound to qualify any Bidder or to award the Project to any Bidder. The Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

Glossary

- **Applicable Law** shall mean the laws and any other instruments having the force of law in India from time to time.
- **Authority** or **Employer** or **MRMC** or **Corporation** shall mean Morbi Municipal Corporation, Morbi including its authorized representative.
- **Bid** or **Detailed Bid** or **Proposal** shall mean the detailed Bid submitted by the Bidder in response to this RfP and its amendments (if any), including any clarifications.
- **Bidder** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document. The word “**Tenderer**” is synonymous with “**Bidder**”.
- **Bidding Documents** shall mean the complete set of documents issued by the Authority for the purpose of inviting Bids, including all volumes, sections, appendices, annexures, addenda, and corrigenda.
- **Bid Security** shall mean the Security furnished by the Bidder, as part of the Detailed Bid submission.
- **Bid Due Date** or **BDD** shall mean the last date for online submission of Bid.
- **Bid Validity** shall mean the period for which the Bids shall remain valid.
- **Contractor** or **Concessionaire** shall mean any private or public entity that will undertake the work and provide the Services to the Authority under this RfP.
- **Designated Officer** shall mean Official/s appointed by Municipal Commissioner of Morbi Municipal Corporation (MRMC), Morbi.
- **Earnest Money Deposit** or **EMD** mean same as Bid Security.
- **Month** shall mean generally a period of 30 days.
- **Firm** shall mean a single legal entity, which is a registered body, Government agency or statutory body.
- **Letter of Intent (LOI)** or “**Letter of Award (LOA)**” shall mean the letter to be issued by Authority to the successful bidder indicating the acceptance of his offer in accordance with the conditions of the RfP document.
- **NIT** means Notice Inviting Tender. The word “**Notice Inviting Tenders**” is synonymous with “**Notice Inviting Bids**”.
- **Performance Security** shall mean the deposit/s provided by the successful Bidder, as a performance guarantee under the Tender.
- **Services** shall mean the work to be performed by the selected Bidder pursuant to this Tender, as described in the scope of work hereto.
- **Service Provider** or **Contractor** or **Agency** shall mean the entity which is the successful / preferred bidder and has been selected by the Authority for the work as per the terms and conditions of this RfP.
- **Taxes and Duties** shall mean all taxes, duties, fees, cess etc. payable as per applicable laws in Indian connection with the discharge of responsibilities as per the scope of work envisaged.

Interpretations

- a) Words importing the singular shall include the plural and vice versa.
- b) Words importing the masculine gender shall include the feminine and neuter genders.
- c) Headings and sub-headings are included for convenience only and shall not affect the interpretation of the provisions.
- d) Any reference to a clause, section, or volume shall be deemed to include a reference to its sub-clauses, sub-sections, or annexures.
- e) In the event of any inconsistency between the provisions of different documents forming part of the Contract, the order of precedence shall be as specified in the Conditions of Contract.
- f) The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above.

A. General

1. Preliminary Details

- 1.1 Morbi Municipal Corporation (MRMC) is the Urban Local Body for the city of Morbi in the state of Gujarat, established under the Gujarat Provincial Municipal Corporation Act, 1949.
- 1.2 The Authority, recognizing the challenges of solid waste management in Morbi, is keen to undertake the development of an Integrated waste processing facility in the city, which shall be capable of receiving and processing up to 250 TPD of Mixed Municipal Solid Waste, on a public private partnership (PPP) basis, through a design, build, finance, operate and transfer (DBFOT) model.
- 1.3 The selected contractor shall assume the responsibility for design, construction, financing, operation and maintenance of the project for a period of 15 years, after which the ownership and operations shall be transferred to MRMC.
- 1.4 Brief description of work:

- Design, Build, Finance, Operate and Transfer of the 250 TPD Material Recovery Facility and 100 TPD Compressed Bio Gas (CBG) Plant.

(Note: The 250 TPD refers to total MSW processing capacity. The 100 TPD CBG plant shall forms part of the integrated processing facility and shall process the biodegradable fraction derived from the 250 TPD MSW input. 100 TPD CBG is not additional to the 250 TPD capacity.)

- Construction period shall be 12 months and O&M period shall be for 15 years
- MRMC shall be providing financial support by contributing 40% of the capital cost and 40% in the O&M Cost. (**Note:** Please refer Clause 22.3 (Grants Payment) and clause 22.4 (Processing Fee) of Volume II (DCA) of the RfP document)
- Revenue generated from sale of CBG, RDF, compost/fertilizer, and recyclables during the O&M period shall belong to the Concessionaire.
- Execution of work shall be done in compliances with the SWM Rules 2016 and its amendments, CPHEEO Manual on Municipal Solid Waste Management 2016 and as per the directions of the authority

Note: The above-mentioned description of work is for basic information. Please refer to Volume-III (Project Information Memorandum) of this RfP for detailed information on project requirement, scope of the work and technical specifications. Information provided in PIM will prevail in case of any discrepancy.

1.5 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule;

Sr. No.	Event Description	Schedule
1.	RfP document available Online	From <u> </u> / <u> </u> /2026 upto <u> </u> / <u> </u> /2026 18:00 hours

Sr. No.	Event Description	Schedule
2.	Last date for receiving queries	On ___/___/2026 up to 12:00 hours To be communicated with Authority on details as provided in clause 1.5
3.	Pre-bid Meeting	On ___/___/2026 15:00 hours OR Any other date as communicated via e-tendering portal
4.	Pre-bid Meeting Venue	Concern Officer: Deputy Municipal Commissioner, MRMC Venue: Morbi Municipal Corporation (MRMC), Gandhi Chowk, Morbi 363641, Ph. No.: (028) 22220551 E-mail: swm-mmcmor@gujarat.gov.in & commi-mmcmor@gujarat.gov.in
5.	E-Submission of Bid & Bid Due Date (BDD)	From ___/___/2026 up to ___/___/2026 18:00 hours, in accordance with the provisions as specified in the RfP Documents.
6.	Physical submission of bids	From ___/___/2026 up to ___/___/2026 18:00 hours, in accordance with the provisions as specified in the RfP Documents
7.	Physical Submission Address	As mentioned above in sr. no. 4 above.
8.	Opening of Technical Bids	___/___/2026 12:00 hours; if possible or Authority will intimate Bidders about next possible Date and Time for opening of technical proposals.
9.	Technical Presentation	Authority will intimate only pre-qualified Bidders about Date and Time for Technical Presentation.
10.	Opening of Financial Bids	Authority will intimate only Technically qualified Bidders about next possible Date and Time for opening of Financial proposals.
11.	Validity of Bids	120 days of Bid Due Date
12.	Signing of Contract Agreement	Within 30 days of award of LoA

- 1.6 In all matters related to this RfP, the execution of the Project / Work, extension of the Contract, interpretation of the clauses, payment & penalties, termination, disputes / disagreements, exemptions, contract amendments, etc., the Municipal Commissioner, Morbi Municipal Corporation shall be the Authorized person to take decisions, and such

decisions shall be final and binding to all parties.

2. Bidding Process

- 2.1 The Authority has adopted a Single-stage two envelope Bidding Process (via online e-tendering portal) (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the proposed work. Pre-qualification criteria and technical qualification of a Bidder shall be evaluated based on details and documents submitted as part of the Technical Bid with respect to conditions of the RfP. The Financial Bid shall be opened online of only those Bidders whose Technical Bid is responsive to the Pre-qualification criteria and Technical qualification criteria.

3. Source of Funds

- 3.1 The work that the Successful Bidder is expected to carry out under the Contract shall be on PPP basis, wherein a part of the total project cost shall be compensated by the Authority through its own Municipal Funds and/or Government grants.

4. Qualification Criteria

Information and details related to Eligibility is defined as mentioned below; and these requirements are mandatory for Qualification purpose and necessary supporting documents for each of the criteria is to be submitted compulsorily along with the Technical Bid; and non-submission of supporting documents for any of the following criteria shall result in disqualification of the Bid of such Bidder, without any further clarification.

4.1 Pre-Qualification Criteria

The Bidders will be shortlisted against the pre-eligibility criteria. Those bidders who fulfil pre-qualification criteria, shall be considered for technical evaluation

Sr. No.	Pre-qualification Condition & Documents to be submitted
General conditions	
1.	<p>Tender Fee</p> <p>Documents to be submitted:</p> <ul style="list-style-type: none"> Original copy of Tender Fee as mentioned in NIT. <i>In case of Consortium, the tender fee shall be submitted by the Lead Member of consortium.</i>
2.	<p>Earnest Money Deposit (EMD)</p> <p>Documents to be submitted:</p> <ul style="list-style-type: none"> Original copy of EMD as mentioned in Clause 21 of volume-I of the RfP document. <i>In case of Consortium, the EMD shall be submitted by the Lead Member of consortium.</i>
3.	<p>The Bidder shall be a public/private company, registered / incorporated under ‘Companies Act, 2013’ or other applicable Laws of India OR The Bidder shall be a proprietorship firm OR The Bidder shall be a partnership firm.</p> <p><u>Documents to be submitted:</u></p>

Sr. No.	Pre-qualification Condition & Documents to be submitted
	<ul style="list-style-type: none"> Valid certificate of incorporation to be submitted OR valid shop establishment certificate to be submitted OR partnership deed / partnership registration certificate issued by Registrar of Firms, as applicable. <i>In case of consortium, all members shall be required to submit the applicable documents</i>
4.	<p>The Bidder must have valid PAN, GST registrations</p> <p><u>Documents to be submitted:</u></p> <ul style="list-style-type: none"> Copy of the valid PAN card and GST registrations to be submitted along with Technical Bid. <i>In case of consortium, all members shall be required to submit the applicable documents</i>
5.	<p>The Bidder or any member thereof should not have been blacklisted / barred / banned or should not have any contract terminated by any Central or State Government or departments under thereof / Government Board or Corporation or Company / ULB / PSU in the last 5 years.</p> <p><u>Documents to be submitted:</u></p> <ul style="list-style-type: none"> Non-Blacklisting Declaration as per the format provided in <u>Annexure 9 - Anti-Blacklisting Certificate</u> of volume-I of the RfP document. <i>In case of consortium, all members shall be required to submit the declaration</i>
Technical Conditions	
6.	<p>Experience in establishment of CBG plant / Biogas plant:</p> <p>(A) Bidder's / Consortium Member's Experience: The Bidder or Consortium Member shall have successfully completed at least 01 project of developing / designing and construction of CBG / bio-gas facility having input capacity of at least 40 TPD during last 10 (ten) years preceding the Bid Due Date (i.e., from April 2016 up to the Bid Due Date) with either Government or Semi-Government Departments or Urban Local Body (ULB), or Public Sector Undertaking (PSU) in India.</p> <p>OR</p> <p>(B) Experience through Technology provider / OEM: If the Bidder does not have the requisite experience in developing or constructing a CBG / Biogas facility as specified in Clause 6(A), the Bidder may associate with a Technology provider / OEM and showcase the experience of Technology provider / OEM subject to the following conditions;</p> <p>i. the Bidder or the consortium member shall have successfully executed at least one (01) infrastructure or waste management project of at least Rs. 16.7 Crore contract value during the last 10 years preceding the Bid Due Date (i.e., from April 2016 up to the Bid Due Date) with either Government or Semi-Government Departments or Urban Local Body (ULB), or Public Sector Undertaking (PSU) in India.</p>

Sr. No.	Pre-qualification Condition & Documents to be submitted
	<p>And</p> <p>ii. The Technology provider / OEM shall have successfully completed at least 01 project involving technology supply including design, supply, installation, and commissioning of CBG / bio-gas facility having input capacity of at least 40 TPD during last 10 (ten) years preceding the Bid Due Date (i.e., from April 2016 up to the Bid Due Date) with either Government or Semi-Government Departments or Urban Local Body (ULB), or Public Sector Undertaking (PSU) in India.</p> <p>And</p> <p>iii. The bidder shall be required to enter into a legally binding Memorandum of Understanding (MoU) executed between the Technology Provider / OEM, clearly defining roles, responsibilities, and commitment for technical support and performance guarantee.</p> <p>Experience as sub-contractor: The bidder may claim project experience mentioned in the above clause 6(A) and/or clause 6(B)(ii), If the Bidder or consortium member or associated Technology provider / OEM has the requisite experience as a sub-contractor under a primary contractor appointed by any Government authority.</p> <p><u>Documents to be submitted:</u></p> <p>(a) If Bidder's / Consortium Member's Experience is submitted for eligibility:</p> <ol style="list-style-type: none"> 1. Details of eligible project to be provided in <u>Annexure 3</u> of volume-I of the RfP document, 2. Contract agreement or work order of eligible projects 3. Work completion certificate / client certificate issued by competent Authority for the eligible projects <p>(b) If experience through Technology provider / OEM is submitted for eligibility:</p> <ol style="list-style-type: none"> 1. Details of eligible project to be provided in <u>Annexure 3</u> of volume-I of the RfP document 2. Contract agreement or work order of eligible projects 3. Work completion certificate / client certificate issued by competent Authority for the eligible projects 4. Memorandum of Understanding (MoU) between the Bidder and the technology provider / OEM as per the format provided in Annexure 08 of volume-I of the RfP document. <p>(c) If experience as sub-contractor is submitted for eligibility: If the Bidder / consortium member / technology provider / OEM has executed a project as a sub-contractor under a primary contractor appointed by a Government authority, the Bidder must submit following documents.</p> <ol style="list-style-type: none"> 1. Details of eligible project to be provided in <u>Annexure 3</u> of volume-I of the RfP document 2. Work order / contract agreement issued to the primary contractor by the Government authority

Sr. No.	Pre-qualification Condition & Documents to be submitted
	<p>3. Completion certificate / performance certificate from the Government authority to the primary contractor.</p> <p>4. Work order / contract agreement / completion certificate issued to the Bidder / consortium member / Technology provider / OEM by the primary contractor.</p> <p>5. If Experience through Technology provider / OEM: Memorandum of Understanding (MoU) between the Bidder and the technology provider / OEM as per the format provided in <u>Annexure 08</u> of volume-I of the RfP document.</p> <p>Note:</p> <p>1. The work / experience / project will not be considered for evaluation if the bidder fails to submit the documents having the required information for determining the eligibility.</p> <p>2. Work order copies and work completion certificate should be duly signed by designated officers (not below the rank of Executive Engineer / Health Officer / Dy. Commissioner of ULB or equivalent) of the concerned department.</p> <p>The works may have been executed by the applicant as prime contractor or as a member of a Joint Venture (JV). In case a project has been executed by a JV, weight towards experience of the project would be given to each joint venture member in proportion of their final participation in the JV.</p> <p><i>In case of consortium, collective experience of all members shall be considered.</i></p>
7.	<p>Experience in establishment of Material Recovery Facility (MRF):</p> <p>(A) Bidder's / Consortium Member's Experience:</p> <p>The Bidder or Consortium Member shall have successfully completed at least 01 project of developing / designing and construction of Material Recovery Facility (MRF) having input capacity of at least 100 TPD during last 10 (ten) years preceding the Bid Due Date (i.e., from April 2016 up to the Bid Due Date) with either a Government or Semi-Government Departments or a Urban Local Body (ULB), or a Public Sector Undertaking (PSU) in India. OR The Bidder or Consortium Member shall have successfully completed at least 02 project of developing / designing and construction of Material Recovery Facility (MRF) having input capacity of at least 50 TPD during last 10 (ten) years preceding the Bid Due Date (i.e., from April 2016 up to the Bid Due Date) with either a Government or Semi-Government Departments or a Urban Local Body (ULB), or a Public Sector Undertaking (PSU) in India.</p> <p>OR</p> <p>(B) Experience through Technology provider / OEM:</p> <p>If the Bidder does not have the requisite experience in developing or constructing a MRF as specified in Clause 7(A), the Bidder may associate with a Technology provider / OEM and showcase the experience of Technology provider / OEM subject to the following conditions;</p> <p>i. the Bidder or the consortium member shall have successfully executed at least one (01) infrastructure or waste management project of at least Rs. 16.7 Crore value during the last 10 years preceding the Bid Due Date (i.e., from April</p>

Sr. No.	Pre-qualification Condition & Documents to be submitted
	<p>2016 up to the Bid Due Date) with either a Government or Semi-Government Departments or a Urban Local Body (ULB), or a Public Sector Undertaking (PSU) in India.</p> <p>ii. The Technology provider / OEM shall have successfully completed at least 01 project involving technology supply including design, supply, installation and commissioning of MRF having input capacity of at least 100 TPD during last 10 (ten) years preceding the Bid Due Date (i.e., from April 2016 up to the Bid Due Date) with either a Government or Semi-Government Departments or a Urban Local Body (ULB), or a Public Sector Undertaking (PSU) in India OR The Technology provider / OEM shall have successfully completed at least 02 project involving technology supply including design, supply, installation and commissioning of MRF having input capacity of at least 50 TPD during last 10 (ten) years preceding the Bid Due Date (i.e., from April 2016 up to the Bid Due Date) with either a Government or Semi-Government Departments or a Urban Local Body (ULB), or a Public Sector Undertaking (PSU) in India.</p> <p>iii. The bidder shall be required to enter into a legally binding Memorandum of Understanding (MoU) executed between the Technology Provider / OEM, clearly defining roles, responsibilities, and commitment for technical support and performance guarantee.</p> <p>Experience as sub-contractor: The bidder may claim project experience mentioned in the above clause 7(A) and/or clause 7(B)(ii), if the Bidder or consortium member or associated Technology provider / OEM has the requisite experience as a sub-contractor under a primary contractor appointed by any Government authority.</p> <p><u>Documents to be submitted:</u></p> <p>(a) If Bidder's / Consortium Member's Experience is submitted for eligibility:</p> <ol style="list-style-type: none"> 1. Details of eligible project to be provided in <u>Annexure 3</u> of volume-I of the RfP document, 2. Contract agreement or work order of eligible projects 3. Work completion certificate / client certificate issued by competent Authority for the eligible projects <p>(b) If experience through Technology provider / OEM is submitted for eligibility:</p> <ol style="list-style-type: none"> 1. Details of eligible project to be provided in <u>Annexure 3</u> of volume-I of the RfP document 2. Contract agreement or work order of eligible projects 3. Work completion certificate / client certificate issued by competent Authority for the eligible projects 4. Memorandum of Understanding (MoU) between the Bidder and the technology provider / OEM as per the format provided in <u>Annexure 08</u> of volume-I of the RfP document. <p>(c) If experience as sub-contractor is submitted for eligibility:</p>

Sr. No.	Pre-qualification Condition & Documents to be submitted
	<p>If the Bidder / consortium member / technology provider / OEM has executed a project as a sub-contractor under a primary contractor appointed by a Government authority, the Bidder must submit following documents.</p> <ol style="list-style-type: none"> 1. Details of eligible project to be provided in <u>Annexure 3</u> of volume-I of the RfP document 2. Work order / contract agreement issued to the primary contractor by the Government authority 3. Completion certificate / performance certificate from the Government authority to the primary contractor. 4. Work order / contract agreement / completion certificate issued to the Bidder / consortium member / Technology provider / OEM by the primary contractor. 5. If Experience through Technology provider / OEM: Memorandum of Understanding (MoU) between the Bidder and the technology provider / OEM as per the format provided in <u>Annexure 08</u> of volume-I of the RfP document. <p>Note:</p> <ol style="list-style-type: none"> 1. The work / experience / project will not be considered for evaluation if the bidder fails to submit the documents having the required information for determining the eligibility. 2. Work order copies and work completion certificate should be duly signed by designated officers (not below the rank of Executive Engineer / Health Officer / Dy. Commissioner of ULB or equivalent) of the concerned department. <p>The works may have been executed by the applicant as prime contractor or as a member of a Joint Venture (JV). In case a project has been executed by a JV, weight towards experience of the project would be given to each joint venture member in proportion of their final participation in the JV.</p> <p><i>In case of consortium, collective experience of all members shall be considered.</i></p>
Financial Conditions	
8.	<p>The average annual turnover of last three Financial Years ending 31st March 2025 should be Rs. 12.52 Crore.</p> <p><u>Documents to be submitted:</u></p> <ol style="list-style-type: none"> 1. <u>Annexure 4 - Financial Capacity of the Bidder</u> of volume-I of the RfP document 2. Audited financial statements 3. <u>CA certificate</u> certifying overall annual turnover of the firm, and Net worth of the firm for last three financial years <p><i>In case of a Consortium, each member is required to submit the above-mentioned documents to claim the financial eligibility and the weighted average of Turnover of each member of Consortium in proportion to their stakes in the Consortium shall be considered to assess the financial qualification of the consortium.</i></p> <p>For example:</p> <ul style="list-style-type: none"> • Member Firm-A's Avg. Annual Turnover of last 3 FY as per CA certificate is INR 20 Cr. and the member's stake in consortium is 60%.

Sr. No.	Pre-qualification Condition & Documents to be submitted
	<ul style="list-style-type: none"> Member Firm-B's Avg. Annual Turnover of last 3 FY as per CA certificate is INR 5 Cr. and the member's stake in consortium is 40%. The Weighted average of Avg. Annual Turnover of the consortium shall be as following: $(20) \times (60\%) + (5) \times (40\%) = \text{INR 14 Cr.}$
9.	<p>Last three financial years' (ending 31st March 2025) Net Worth of the Bidder firm should be positive.</p> <p><u>Document to be submitted:</u></p> <ol style="list-style-type: none"> Annexure 4 - Financial Capacity of the Bidder of volume-I of the RfP document Audited financial statements CA certificate certifying overall annual turnover of the firm and Net worth of the firm for last three financial years <p><i>In case of a Consortium, each member is required to submit the above-mentioned documents to claim the financial eligibility and the Net worth of each member of Consortium shall meet the requirement.</i></p>
10.	<p>A Bidder shall have to submit Bank Solvency of minimum Rs. 10.44 Crore from any of the Nationalized or Scheduled Bank as per list of Government of Gujarat Rules.</p> <p><u>Document to be submitted:</u></p> <ul style="list-style-type: none"> The Bank Solvency certificate issued on or after 01st April 2026 <i>In case of a Consortium, each member is required to submit the above-mentioned documents to claim the financial eligibility and the weighted average of Solvency Amount of each member of Consortium in proportion to their stakes in the Consortium shall be considered to assess the financial qualification of the consortium.</i>

Note:

- The work / experience / project will not be considered for evaluation if the bidder fails to submit the certificate having the required information as described in Annexure 3 of this document. Non-submission of any document mentioned in this clause may lead to disqualification of the Bidder.
- Even though the bidders meet the above qualifying criteria, they are subject to be disqualification if they have:
 - Made misleading or false representation in the forms, statements and Attachments the submitted in proof the qualification requirements; and / or
 - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delay in completion, litigation history, or financial failures etc.; and/ or
 - Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

4.2 Technical Evaluation Criteria

A detailed Technical Evaluation of proposals shall be carried out for the bidders who are qualified in the pre-qualification criteria. Qualified bidders shall be called to deliver a PowerPoint Presentation to MRMC Tender Evaluation Committee. The date and time of presentation shall be communicated to such bidders at least three days in advance. The authorized representative of the bidder along with the Proposed Project Manager shall deliver their presentation before the MRMC Tender Evaluation Committee based on the criteria given in the below table.

The Technical Criteria and Technical Marks system for detailed Technical Evaluation are as follows:

S. No	Technical Criteria	Marks	Documents to be submitted
1.	Experience of Supply / Installation of CBG Plant / Bio Gas plant having minimum input capacity of 40 Tons/day in India either with Government or Semi-Government Departments or Urban Local Body (ULB), or Public Sector Undertaking (PSU) within last 10 (ten) years starting from April 2016 up to Bid due date. <i>(In case of consortium or MoU with Technology provider, collective experience of all members and technology providers shall be considered.)</i>	Max 10 marks	Document mentioned in clause 4.1 (6) of volume-I of the RfP document
(a)	1 Project	5 marks	
(b)	2 Projects	7.5 marks	
(c)	3 Projects or more	10 marks	
2.	Experience of Operation & Maintenance of CBG Plant / Bio Gas plant for a minimum period of 1 year in India with Government or Semi-Government Departments or Urban Local Body (ULB), or Public Sector Undertaking (PSU) within last 10 (ten) years starting from April 2016 up to Bid due date. <i>(In case of consortium or MoU with Technology provider, collective experience of all members and technology providers shall be considered.)</i>	Max 10 marks	Document mentioned in clause 4.1 (6) of volume-I of the RfP document
(a)	1 Project	5 marks	
(b)	2 Projects	7.5 marks	
(c)	3 Projects or more	10 marks	

S. No	Technical Criteria	Marks	Documents to be submitted
3.	Experience of Supply / Installation of MRF Plant having minimum input capacity of 100 Tons/day in India either with Government or Semi-Government Departments or Urban Local Body (ULB), or Public Sector Undertaking (PSU) within last 10 (ten) years starting from April 2016 up to Bid due date. <i>(In case of consortium or MoU with Technology provider, collective experience of all members and technology providers shall be considered.)</i>	Max 10 marks	Document mentioned in clause no. 4.1 (7) of volume-I of the RfP document
	1 Project	5 marks	
	2 Projects	7.5 marks	
	3 Projects or more	10 marks	
4.	Experience of Operation & Maintenance of MRF Plant for a minimum period of 1 year in India with Government or Semi-Government Departments or Urban Local Body (ULB), or Public Sector Undertaking (PSU) within last 10 (ten) years starting from April 2016 up to Bid due date. <i>(In case of consortium or MoU with Technology provider, collective experience of all members and technology providers shall be considered.)</i>	Max 10 marks	Document mentioned in clause no. 4.1 (7) of volume-I of the RfP document
	1 Project	5 marks	
	2 Projects	7.5 marks	
	3 Projects or more	10 marks	
5.	Average Annual Turnover of the firm for the last three Financial Years ending 31st March 2025. (As per the CA certificate) <i>(In case of a Consortium, the weighted average of Turnover of the consortium members Consortium in proportion to their stakes in the Consortium shall be considered for evaluation)</i>	Max 20 marks	Document mentioned in clause no. 4.1 (8)
	(a) More than Rs. 12.52 Crore and up to 20 Crore	10 marks	
	(b) More than Rs. 20 Crore and up to 30 Crore	15 marks	
	(c) More than Rs. 30 Crore	20 marks	

S. No	Technical Criteria	Marks	Documents to be submitted
6.	Average Net worth of the firm for the last three Financial Years ending 31st March 2025. (As per the CA certificate) <i>(In case of a Consortium, the weighted average of Net worth of consortium members in proportion to their stakes in the Consortium shall be considered for evaluation)</i>	Max 10 marks	Document mentioned in clause no.4.1 (9)
	(a) Up to 4.1 Crore	05 marks	
	(b) More than Rs. 4.1 Crore and up to Rs. 08 Crore	7.5 marks	
	(c) More than Rs. 08	10 marks	
7.	Technical Presentation	Max 30 marks	Power point presentation covering all the evaluation factors Note: Bidders are required to submit the Approach and Methodology for the implementation of the project along with its technical bid. However, evaluation shall be based on the technical presentation.
	The Technical presentation shall include the following (without limitation); <ul style="list-style-type: none"> • Understanding of the Project Requirements • Proposed tentative designs, concept layouts and schematics • Proposed execution plan including schedule of key milestones and deliverables • Proposed Operation and Maintenance plan • Details of Workforce and Equipment to be deployed • Financial plan including cost estimation, investment strategy and funding sources • Risk assessment & its mitigation strategies and Safety management plan 		

Note: Non-submission of any document mentioned in this clause may lead to disqualification of the Bidder.

In case of any misinterpretation or discrepancy or disagreement in the Interpretation of any criteria or condition or clause mentioned herein, the Interpretation of the Authority shall govern.

5. Method of Selection

5.1 The Authority has proposed and resolved **Least Cost Selection (LCS)** method with a minimum technical qualification threshold of **50 marks**.

5.2 Stage 1a: Pre-Qualification Stage

- Pre-qualification assessment shall be conducted as per clause 4.1 of volume-I of the RfP document. Only those bidders who fulfils the Pre-qualification criteria will be considered for Technical Evaluation in Stage 1b.

5.3 Stage 1b: Technical Evaluation Stage

- Bidders will be evaluated on the parameters mentioned in the Clause 4.2 (Technical Evaluation Criteria) of volume-I of the RfP document and a technical score (St) shall be given out of 100. Bidders, who scores at least **50 marks (Minimum marks for Technical Qualification)** out of total 100 marks from the technical evaluation criteria would be considered as **Technically Qualified Bidder**. However, the Authority reserves right to reduce the criteria of Minimum marks for Technical Qualification, if no bidder gets minimum marks for technical qualification or even for wider participation. Financial Bid of only technically qualified bidders shall be opened in stage 2.

(Calculations will be adjusted to two decimal places)

5.4 Stage 2: Financial Evaluation and Selection of Preferred bidder

- Technically Qualified Bidders will be further evaluated based on financial offer submitted by the Bidder. The bidder who has submitted the lowest amount (**Lowest Offer**) will be considered as the Preferred Bidder or L1. It is subject to the condition that, if the financial offer submitted is seriously unbalanced in relation to the market rate or the Authority's estimate, it shall be at the discretion of Morbi Municipal Corporation to reject or accept the bid.
- 5.5 Authority may hold further negotiations with the Preferred Bidder before the issuing of Letter of Acceptance.
- 5.6 Deleted.
- 5.7 In-case of a tie, the bidder with a higher technical score will be qualified, on further tie the bidder with higher average annual turnover of last 3 consecutive financial years will be qualified. If the tie remains unresolved after application of the above criteria, the Authority may resolve the tie through a draw of lots, conducted in a transparent manner in the presence of the tied Bidders or their authorized representatives, with due approval of the competent authority of the ULB. The decision of the Authority in resolving a tie shall be final and binding on all Bidders, and no representation or claim shall be entertained in this regard.
- 5.8 The Successful Bidder will be selected and awarded the Contract for the proposed work as per process defined and stipulated in this RfP Document.

6. Test of Responsiveness

- 6.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RfP. A Bid shall be considered responsive if;
- (a) The bid documents submitted are duly signed on all the pages by the Authorized signatory and with the stamp of Bidder's firm;
 - (b) it is received as per formats prescribed in the Annexures provided in Volume-I of this RfP Document;
 - (c) original copy of the Tender Fees and EMD / Proof of payment is submitted as per relevant conditions of RfP;
 - (d) bank solvency certificate is submitted relevant conditions of RfP;

- (e) it is received on or before the Bid Due Date including any extension thereof pursuant to Clause 1.5 (Schedule of Bidding Process) of volume-I of the RfP document.
- (f) it is accompanied by the Power of Attorney for Authorised signatory to sign the Bid, and other relevant documents as per the format provided in Annexures of volume-I of the RfP document.
- (g) it contains all the information and documents (complete in all respects) as requested in this RfP and mandatory documents as listed below;
 - All Annexures provided in volume-I of the RfP document;
 - copy of valid incorporation certificate or Partnership deed or Shop license, as applicable;
 - copy of Pan card, GST registration;
 - copy of audited reports or financial statements (Balance sheet, and Profit and Loss statement) certified by CA, or CA certificate;
 - Submission of Anti-collusion, Undertaking and Affidavit as per prescribed formats provided in Annexures of volume-I of the RfP document.
- (h) it contains information in formats same as those specified relevant conditions of this RfP;
- (i) it does not contain any condition; and
- (j) it is not non-responsive in terms hereof.

In case, if any one or more condition(s) mentioned above are not fulfilled, the Bid shall be considered non-responsive.

- 6.2 Bidders shall also submit details of their proposed work, methods and schedule, in sufficient detail so as to demonstrate the adequacy of the Bidder's claims to meet the requirements.
- 6.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

7. Joint Venture/Consortium

- 7.1 The Authority has allowed formation Joint Venture (JV) or Consortium of **maximum 03 (Three) members**, for the proposed project in this RfP Document. Each member of the Consortium/JV must be a legally registered entity.
- 7.2 "**Consortium**" shall mean a group of entities (referred to as Members) who have come together to jointly submit a Bid in response to this RFP, under a formal Joint Bidding Agreement, and who agree to be jointly and severally responsible and liable for the execution of the Project and for all obligations under the Contract, in accordance with the terms of this RFP
- 7.3 "**Joint Venture (JV)**" shall mean a separate legal entity formed by two or more parties, by way of a joint venture agreement or other legally binding arrangement, for the purpose of jointly executing the Project, wherein the parties agree to share responsibilities,

obligations, risks, and liabilities in accordance with the terms of the Contract

7.4 If a Bidder is a Consortium / JV, then the Consortium/JV and its Members shall comply with the following conditions:

(a) All members of the Consortium/JV must collectively meet the technical eligibility criteria specified in the RfP document.

(b) **Documents to be submitted by Consortium /JV:**

The technical proposal of Consortium/JV must include the following;

- i. Joint Bidding Agreement (JBA) (As per the format prescribed in **Annexure 7** of volume-I of this RfP document);
- ii. Power of Attorney authorizing the lead member to submit the RfP on behalf of the Consortium/JV (as per the format prescribe in **Annexure 6** of volume-I of this RfP document).
- iii. Each member of the consortium is required to submit the following document;

- firm registration/ incorporation certificate;
- PAN card;
- GST registration;
- Bidder Information form (as per the format prescribe in **Annexure 2** of volume-I of this RfP document.);
- Bidder's experience (as per the format prescribe in **Annexure 3** of volume-I of this RfP document.) along with relevant supporting documents;
- Financial Status of consortium members (as per the format prescribe in **Annexure 4** of volume-I of this RfP document.) along with relevant supporting documents;
- Bank solvency certificate of consortium members
- Power of Attorney authorizing bidder's signatory (as per the format prescribe in **Annexure 5** of volume-I of this RfP document.);
- Anti-blacklisting Certificate (as per the format prescribe in **Annexure-9** of volume-I of this RfP document).
- Information Regarding Current Litigation (as per the format prescribe in **Annexure 11** of volume-I of this RfP document);

(c) **Joint Bidding Agreement (JBA):** The Consortium is required to submit a binding and enforceable Joint Bidding Agreement (JBA), in the format set out in **Annexure 7**, and the Members will not be permitted to amend or terminate the joint bidding agreement, at any time during the validity of the Bid without the prior consent of the Authority. In case the tenderer fails to observe / comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

(d) **Lead Member of the Consortium:** The Consortium shall nominate one member as the Lead Member, supported by a power of attorney signed by each member in the format set out in **Annexure 6**. The Lead Member shall hold **at least 51% equity share / stake** in the consortium / JV. The lead member will be the primary point of contact with MRMC. The Tender may be purchased in the name of the lead member firm or the JV firm as the case may be. The Bid may

- be submitted from the e-procurement account of the lead member firm or the JV firm.
- (e) The Tender Fees and EMD, shall be submitted by either the Lead Member firm or the JV firm.
 - (f) Each Consortium Member shall submit its own Bank Solvency Certificate.
 - (g) Performance Security shall be submitted in accordance with the conditions given in Draft Concession Agreement. The Letter of Award (LoA) shall be issued either in the name of the Lead Member on behalf of the Consortium or JV firm, as applicable at the time of Award.
 - (h) **Formation of Joint Venture (JV) firm / SPV:** If the Consortium is selected, the Bidder must form a Joint Venture (JV) firm within 30 days of the notification of award as per the conditions set out in Volume-II (draft concession agreement) of this RfP document. The JV firm should be legally incorporated and registered as per applicable laws.
 - (i) **Joint Venture Agreement (JVA):** The Consortium shall enter into a Joint Venture Agreement (JVA) detailing the members, their shares, responsibilities, and obligations, particularly concerning financial, technical, and other commitments.
 - (j) A member of the Consortium shall not be permitted to participate either in individual capacity or as a member of another Consortium Bidder in the same tender.
 - (k) Approval for any change in the constitution of the Consortium or JV during the bid process and contract execution shall be at the sole discretion of MMRC. No changes in the constitution of the Consortium or JV are allowed without prior permission.
 - (l) The structure of the Consortium/JV shall not be modified after bid submission without MMRC's permission. The Lead Member must remain the same throughout the contract period. Non-compliance will render the bid invalid.
 - (m) Members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the MMRC for execution of the project in accordance with the Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the MMRC during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - (n) The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
 - (o) No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the MRMC of the said tender/contract.
 - (p) Documents to be enclosed by the JV firm along with the tender.
 - i. In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:
 - a. Notary certified copy of the Partnership Deed

- b. Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original)
- c. Power of Attorney (duly registered as per prevailing law) in favour of one of the partners (i.e. Lead constituent member) of partnership to sign the Joint Bidding Agreement (JBA), JV Agreement and such other documents required to be signed on behalf of the partnership firm and create liability against the firm.
- ii. In case one or more members is/are limited companies, the following documents shall be submitted:
 - a. Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a Consortium, authorizing MD or one of the Directors or Managers of the Company to sign Joint Bidding Agreement (JBA), JV Agreement and such other documents required to be signed on behalf of the Company and enter into liability against the company.
 - b. Copy of Memorandum and Articles of Association of the Company authorizing the person to do/act mentioned in the para(a) above.

8. One Bid per Bidder

Each Bidder shall submit only one bid, by himself. A Bidder who submits or participates in more than one bid for the particular Works will be disqualified.

9. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his bid and the Authority will in no case be responsible or liable for those costs.

10. Submission of Financial Offer

The Price Bid wherein the Bidder shall quote and submit its Financial Offer for the proposed work under this RfP shall be filled and submitted online only on the e-tendering portal in the prescribed format.

11. Site Information, Site Visit and Data Availability

- 11.1 The Bidder, at its own responsibility and risk, is required to visit and examine the site of the facility and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Work. The costs of visiting project site and its surroundings shall be at the Bidder's own expense. Bidder must take an official permission from the Authority to visit the site and follow applicable safety measures, while moving around the site.
- 11.2 Bidder is required to submit the **Site Visit Declaration** along with its Technical Bid as per the format prescribed in the **Annexure-14** of Volume-I of this RfP document.
- 11.3 Any data, reports, drawings, or information provided by the Authority are made available for guidance only and shall not relieve the Bidder of its responsibility to verify such information.
- 11.4 The Bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of its Bid, including site conditions, access, availability of utilities, and local conditions.

B. Bidding Documents

12. Contents of Bidding Documents

- 12.1 The Bidding Documents are those stated below, and these should be read in conjunction with any Addenda issued in accordance with Clause 14 of Volume-I of this RfP document.

VOLUME-I : INSTRUCTIONS TO BIDDER (ITB)

Notice Inviting Tenders (NIT)

Section I: Introduction to Bidders

Section II: Annexures

Section III: Financial Bid

VOLUME-II: DRAFT CONCESSION AGREEMENT including SCHEDULEs (if any)

VOLUME-III: PROJECT INFORMATION MEMORANDUM including ANNEXURES

- 12.2 The Bidder is expected to carefully examine the contents of the Bidding Documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to clause 35 and clause 37 of volume-I of this RfP document, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

13. Clarification of Bidding Document

- 13.1 Any queries or request for additional information concerning this RfP shall be submitted in writing by speed post/courier/in-person and by e-mail so as to reach the Officer designated in Clause 1.5 on or before last date for receiving queries as specified in clause 1.5 (2). The communications shall clearly bear the following identification/title and submit the queries in below format;

Subject: Queries/Request for Additional Information for the “Request for Proposal (RfP) for Establishment of 250 TPD MSW Processing Plant with 15 years O&M on PPP (DBFOT) basis at Morbi (Third Call)”

Format for submission of pre-bid queries

S. No	RfP Volume no., Clause No., Page no., and Clause details as per RfP	Query / Clarification requested
1		
2		
...		

- 13.2 The Authority at its discretion may opt to respond to any request for clarifications which he receives in advance prior to the dead line for receiving queries as per the clause 1.5 (2). Copies of the Authority's response will be uploaded on the e-procurement portal for

the information of the prospective bidders.

14. Amendment of Bidding Documents

- 14.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether an own initiative or in response to a clarification requested by a prospective Bidder modifies the Bidding Documents by issuing corrigendum / addendum.
- 14.2 Any Corrigendum / Addendum thus issued shall be part of the bidding documents pursuant to sub-clause 14.1, and it will be notified in writing and will be binding on them. Prospective Bidders shall acknowledge receipt of each addendum by email / letter to the Authority.
- 14.3 To afford prospective Bidders reasonable time in which to take the addendum into account in preparing their bids, the Authority may, at its discretion, extend the deadline for the submission of bids, in accordance with Clause 19.

C. Preparation of Bids

15. Language of Bid

- 15.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and the Authority, shall be written in the English or Gujarati language only. **Supporting documents and printed literature furnished by the Bidder may be written in another language, provided that they are accompanied by an accurate translation of the relevant passages in English language**, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

16. Documents comprising the bid

- 16.1 The bid submitted by the Bidder shall comprise the following: Bid Forms and Annexure to Bid; Bid Security; Price Schedule; the information on eligibility and qualification; and any other materials required to be Comprehensive and submitted by Bidders in accordance with these Instructions to Bidders.
- 16.2 The Bidder shall prepare and submit the Bid documents comprising the Bid as described in Clause 28 of this RfP document.

17. Bid Prices

- 17.1 Unless stated otherwise in the bidding documents, the Contract shall be for the whole work as described in the Volume-III of this RfP document, based on the schedule and prices submitted by the Bidder.
- 17.2 The Bidder is required to submit its financial offer in the Price Bid provided on the e-tendering portal.
- 17.3 All duties, taxes and other levies (excluding GST) applicable as on bid due date payable by the Successful Bidder under this Contract or for any other cause shall be included in the bid price submitted by the Bidder. The evaluation and comparison of bids by the Authority shall be made accordingly.
- 17.4 If the Bid Price of the a Bidder is unreasonably high, abnormally low or seriously unbalanced in relation to the Authority's estimate of the cost of work to be performed under the Contract, the Authority may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the Tender.
- 17.5 Any Bid Price that appears unreasonably low, up to the extent that it raises material concerns with the Authority as to the capability of the Bidder to perform the Contract at the offered Bid price, shall be consider as Abnormally Low Bid Price. In the event of identification of a potentially Abnormally Low Bid Price, the Authority shall seek written clarification from the Bidder, including a detailed price analyses of its bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document. After evaluation of the price analysis, in the event that Authority determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, Authority may

reject the Bid. In such case, the Authority may opt to select the next preferred bidder (i.e. L2 or H2 bidder as the case may be) or abandon / cancel the Tender process and / or issue another tender for the identical or similar work. The decision of the Municipal Commissioner, MRMC regarding this shall be final and binding to all the bidders.

- 17.6 If the rates received are considered unreasonably high, MRMC reserves its right to take appropriate action including reject any bid or all Bids or abandon / cancel the Tender process and / or issue another tender for the identical or similar work.
- 17.7 No alterations or additions shall be allowed in Bid Price schedule once it is submitted online. Quoted price must be entered out clearly in both figures and in words in the spaces provided during the online submission.

18. Currencies of Bid and Payment

- 18.1 The unit rates and prices shall be quoted by the Bidder entirely in **Indian Rupees**.

19. Bid Due Date

- 19.1 Bids should be submitted on or before Date and time as specified in the schedule of Bidding Process in Clause 1.5.
- 19.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 14 uniformly for all Bidders.

20. Bid Validity

- 20.1 Bid Validity shall be for a period as mentioned in Clause 1.5 from the Bid Due Date (BDD).
- 20.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Authority may request that the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its Earnest Money Deposit (EMD) for the period specified, in compliance with Clause 21 in all aspects.

21. Earnest Money Deposit (EMD) / Bid Security

- 21.1 The Bidder is required to submit a Bid Security (hereinafter referred as “**Earnest money Deposit**” or “**EMD**”) of the amount mentioned in the NIT, which shall remain valid for a period equivalent to the Bid validity.
- 21.2 The EMD, at the Bidder’s option, shall be deposited, in the form of Demand Draft (DD) or Fixed Deposit receipt (FDR) or Bank Guarantee (BG) in favour of Morbi Municipal Corporation payable at Morbi from any Nationalized/Scheduled Bank in India as per list of Government of Gujarat Rules. The EMD in the form of Cash/Cheque would not be accepted.
- 21.3 In case, if the Bidder wish to submit EMD in the BG format, the Bidder shall have to consider the Format of BG provided in the Annexure-15 of Volume-I of this RfP

Document.

21.4 Deleted

21.5 Any bid not accompanied by an acceptable EMD shall be summarily rejected by the Authority as non-responsive.

21.6 The EMD of unsuccessful Bidders will be returned within 30 days after the expiry of the period of bid validity or approval of bid, whichever is earlier.

21.7 The EMD of successful bidder shall be released on submission of the Performance Security by the Successful Bidder in the form as mentioned as per the relevant RfP conditions.

21.8 The EMD may be forfeited:

- (a) If a Bidder withdraws or amends its Bid or derogates from the Bid in any respect during the period of bid validity, or
- (b) If the Bidder submits provides false or incorrect information, or
- (c) In the case of a Successful Bidder, if the Bidder fails to comply the instruction given in the letter of acceptance within the specified time, or
- (d) if the successful Bidder fails to furnish the required performance security within the specified period.

21.9 Deleted.

22. Alternative Bids

22.1 Bidders shall submit bids, which comply with the Bidding Documents. Alternative bids will not be considered. The attention of Bidders is drawn to the provisions of Clause 37 regarding the rejection of bids, which do not substantively conform to the requirements of the Bidding Documents.

23. Pre-Bid Meeting

23.1 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Bidders are strongly encouraged to visit the project site before attending the pre-bid meeting and to submit any site-related queries on or before the date of the pre-bid meeting.

23.2 The Bidder is requested to submit any question in writing or by email, to reach the Authority before the meeting. The Pre-Bid Queries submitted by the Bidder shall be written in the English language as per the prescribed format given in the clause 13.

23.3 Clarifications, including the text of the questions raised and the responses given, will be transmitted to all purchasers of the bidding documents. Any modification of the bidding documents listed in the RfP document, which may become necessary as a result of the pre-bid meeting, shall be made by the Authority exclusively through the issue of an addendum /corrigendum pursuant to Clause 14 and not through the minutes of the pre-bid meeting.

23.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

However, it is strongly recommended to all perspective bidders to attend the pre-bid meeting to understand the requirement of the project.

24. Format and Signing of Bid

- 24.1 The Bid shall be typed in English language and signed in indelible blue ink by the bidder or a person or persons duly authorized to sign on behalf of the bidder (the Authorised Signatory). Such authorization of signatory shall be indicated by written Power-of-attorney (in prescribed format) accompanying the Bid.
- 24.2 The Bid shall contain no alterations, omissions, additions or interlineations, except those which may be necessary to comply with instructions issued by the Authority, or as necessary to correct the errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 24.3 All page of the Bid should be bounded together, numbered, signed by the person or persons signing the Bid and stamped. The Bid should also contain an Index having list of all contents of the bid submitted with their page numbers. If the bidder submits its Bid documents unbounded or without page numbers, the Authority will assume no responsibility for the misplacement any content of the bid. The Physical copy of the bids that submitted without proper binding, index/table of content, page number and signatures as mentioned hereinabove may qualify for Rejection of Bid.
- 24.4 Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information.
- 24.5 Considering the file size restrictions in the e-procurement site, bidder may have to split the technical bid document into multiple files. In such cases, bidder shall arrange the files as per the sequence of the Technical Bid and name the PDF files accordingly. For example, if the bidder has to split the overall bid document into five parts, the bidder may name the file name "Technical Bid – Part I", "Technical Bid – Part II" etc.

25. Adherence to requirements while submitting Bid

The following conditions shall be adhered to while submitting the bid:

- 25.1 Information supplied by a Bidder in its Bid, must apply to the Bidder only; and not to Member or Associate not named in the Bid, unless specifically requested by the Authority; and
- 25.2 Bids containing any deviation from the RfP conditions and conditional Bids shall be summarily REJECTED. The Bidders should clearly mention in forwarding letter that his offer does not contain any conditions, deviations from terms and conditions stipulated in the RfP.

D. Submission of Bids

26. Online Submission of Bid

- 26.1 Authority intends to carry out Bidding Process online via e-tendering portal. Bidders may download RfP document from the e-tendering portal of Authority i.e. <https://tender.nprocure.com/>.
- 26.2 Bidder are required to submit scanned copy of original documents for Tender fees and EMD and scanned copy of its Technical Offer as per clause no. 28.
- 26.3 Bidder are required to submit their Financial Offer through online mode only in the form available on the <https://tender.nprocure.com/> as per the Price Bid.
- 26.4 For any assistance on the use of Electronic Tendering System, Bidders may get in touch at help desk numbers provided on the portal. Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.

27. Physical Submission of Bid

- 27.1 Physical copy of Bids shall be submitted in prescribed format mentioned in Clause 24, in the name of the Concern Officer as mentioned in the Clause 1.5.
- 27.2 Envelopes shall bear the following markings on the Envelope:

Bid for: Request for Proposal (RfP) for Establishment of 250 TPD MSW Processing Plant with 15 years O&M on PPP (DBFOT) basis at Morbi (Third Call). Tender No. _____ dated ____/____/2026

Do not Open Before: - {Bidder to specify Technical Bid opening date}

- 27.3 Bidders are required to submit the Bid as per instructions given in Clause 24
- 27.4 In addition to the information required in Sub-Clauses 27 above, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "Late" pursuant to Clause 31.
- 27.5 If the outer envelope is not sealed and marked as above, the Authority will assume no responsibility for the misplacement or premature opening of the bid.
- 27.6 The physical submission of bid documents shall be made via Registered Post / Speed Post / Courier / In-person.
- 27.7 Please note that the physical bids for which online bid is not submitted shall be summarily rejected

28. Contents

- 28.1 Bids are invited in two-envelope system. The Comprehensive Bid shall be submitted in sealed envelope, super scribing the name of Work/Service mentioned in the Tender

notice.

28.2 Full name and address of the Bidder shall be written in the bottom left corner of each envelope.

28.3 The envelope shall contain the following:

Envelope 'A' (Tender Fee and EMD): This envelope should contain, Original copy of Demand Draft (DD)/ Fixed Deposit receipt (FDR)/ Bank Guarantee (BG) for Tender Fee and Earnest Money Deposit, as applicable, to be furnished by the Bidder. If the Bidder is proposing to submit EMD in Bank Guarantee (BG) form, then same should be submitted in prescribed format as provided in **Annexure 15**.

Envelope 'B' (Technical Offer): This should contain all the documents mentioned as below from '1' to '15'. This envelope may contain other documents also such as Technical bids, drawings, any other as mentioned in the Tender notice.

- (1) List of all the documents enclosed in the envelope (Index with page numbers);
- (2) Cover Letter for Technical Proposal as per the format prescribed in **Annexure 1** of Volume-I of this RfP document;
- (3) Details of Bidder / Consortium Members, as applicable, as per the format prescribed **Annexure 2** of Volume-I of this RfP document;
- (4) Details of works experience of the Bidder / Consortium Members / Technology Provider, as applicable, as per format prescribed in **Annexure 3** of Volume-I of this RfP document and Project Details Sheet for Eligible Projects, along with the required supporting document;
- (5) Details of Financial status of the Bidder / Consortium Members, as applicable, as per format prescribed in **Annexure 4** of Volume-I of this RfP document, along with the required supporting document;
- (6) Original Power of Attorney for Authorised Representative of Bidder / of Consortium Members as per the format prescribed in **Annexure 5** of Volume-I of this RfP document;
- (7) In case of consortium, Original Power of Attorney for appointing Lead Member of Consortium, duly signed by Authorised signatory of all member firms, as per the format prescribed in **Annexure 6** of Volume-I of this RfP document;
- (8) In case of consortium, Joint Bidding Agreement (JBA), duly signed by Authorised signatory of all member firms, as per the format prescribed in **Annexure 7** of Volume-I of this RfP document;
- (9) If applicable, MoU with Technology Supplier / OEM as per **Annexure 8** of Volume-I of this RfP document
- (10) Anti-Black listing certificate as per the format prescribed in **Annexure 09** of Volume-I of this RfP document;
- (11) Anti-Collusion certificate as per the format prescribed in **Annexure 10** of Volume-I of this RfP document;

- (12) Information regarding current litigation as per the format prescribed in **Annexure 11** of Volume-I of this RfP document;
- (13) Undertaking as per the format prescribed in **Annexure 12** of Volume-I of this RfP document;
- (14) Affidavit as per the format prescribed in **Annexure 13** of Volume-I of this RfP document;
- (15) Site visit declaration as per the format prescribed in **Annexure 14** of Volume-I of this RfP document.
- (16) Document checklist with reference page number as per **Annexure 17**
- (17) Other documents to establish the eligibility as per Clause 4 of volume-I of this RfP document.

Envelope 'C' (Financial Bid): This envelope shall contain only the Cover Letter for Financial Proposal as per the format prescribed in Fin Form-01 of Volume-I of this RfP Document. **Fin Form 2 is not required to be submitted in physical bid.**

Covering Envelope: All three the envelopes 'A', 'B' and 'C' shall be put together in a common sealed envelope subscribing on it, name of Work and the name and address of the Bidder.

29. Important Points to be noted by the Bidder

- 29.1 The Financial Bid shall be inclusive of all taxes (excluding GST) applicable as on date to be paid by the Bidder for the Work/Service and claim for extra payment on any such account shall not be entertained.
- 29.2 The Financial Bid should be written both in words and figures at appropriate places on the e-tendering portal online only as per the Price Schedule. If the bidder submits its Financial Offer in the Physical Copy of the Bid or if the bidder has uploaded its Financial Offer as part of the Technical proposal, its bid shall be rejected outright.
- 29.3 No alterations and additions anywhere in the tender Document are permitted. If any of these are found, the tender may be summarily rejected. The Bidder should get its doubts cleared during pre- bid meeting/conference only.
- 29.4 In case of a partnership firm, each partner or power of attorney holder shall sign the Tender. The power of attorney of person signing the Bid shall be enclosed with the Technical Bid. The power of attorney shall be signed by all partners.
- 29.5 In case of private limited/public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided.
- 29.6 The Bidder shall be deemed to have studied the schedule of Works/ Services/ Items/ Quantities/ Rates, all plans, specifications, terms and conditions, shall inspect and examine the service area and its surrounding and shall satisfy itself before submitting its Bid as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the service area, nature of the Work/Service and equipment necessary for the completion of the Works/Services and means of access to the service area, the accommodation it may require and in general shall itself obtain all necessary information

as to risk, contingencies, obligations under the Contract and all matter and things necessary for proper completion and maintenance of the Works/Services. No extra charges shall be paid consequent on any misunderstanding.

- 29.7 The Bidder shall submit the Bid which satisfies each and every condition laid down in this RfP document, failing which the Bid will be liable to be rejected.

30. Deadline for Submission of Bids

- 30.1 Bids shall be submitted at the address stipulated in Clause 1.5 in this RfP document, not later than date and time as defined in Clause 1.5 and schedule specified on the e-tendering portal.
- 30.2 The Authority may, at his discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 14 in which case all rights and obligations of the Authority and Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

31. Late Bids

- 31.1 Any Bid received by the Authority after the deadline for submission of Bids prescribed by the Authority, pursuant to Clause 30, will be declared “Late” and rejected and kept unopened in the record.

32. Modification and Withdrawal of Bids

- 32.1 The Bidder may withdraw its Bid after the Bid’s submission, provided that written notice of the withdrawal is received by the Authority prior to the deadline prescribed for submission of Bids.
- 32.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 27 with the outer and inner envelopes additionally marked “Modification” or “Withdrawal” as appropriate. A withdrawal notice may also be sent email but must be followed by a signed confirmation copy.
- 32.3 No Bid may be modified / withdrawn by the Bidder after the deadline for submission of bids.
- 32.4 Withdrawal of bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of Bid Security pursuant to Clause 21.

E. Bid Opening and Evaluation

33. Bid Opening

- 33.1 Technical Bid submitted online and Technical Envelope shall be opened in the presence of Bidders' representatives who chose to attend at the date, time and location as specified in the Clause 1.5 . The record of the meeting must include the signatures of the Bidder's representatives and representatives of the Authority.
- 33.2 Envelopes marked "Withdrawal" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 32.1 shall not be opened.
- 33.3 The Bid of the Bidder who have not submitted an acceptable form of Tender Fee and Bid Security will be summarily rejected.
- 33.4 Authority may request qualified Bidders to make a presentation including understanding work program and methodology.
- 33.5 The Financial Bid of only those Bidders, who would be considered to be substantially responsive to the requirements as specified in the Tender, shall be opened on date at time as specified on e-tendering portal or any other convenient date to be notified by the Authority.

34. Process to be Confidential

- 34.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process, until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Authority's processing of bids or award decisions may result in the rejection of the Bidder's bid.

35. Preliminary Examination of the Bids

- 35.1 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.
- 35.2 Prior to the detailed evaluation of bids, the Authority will determine whether;
 - (i) Bidder is able to meet the eligibility criteria;
 - (ii) Bid has been properly signed;
 - (iii) Bid is accompanied by the required securities;
 - (iv) Bid is substantially responsive to the requirements of the bidding documents; and
 - (v) Bidder has provided any clarifications and / or substantiation that the Authority may require pursuant to Sub-clause 36.1.
- 35.3 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservations. A

material deviation or reservation is one:

- (i) which effects in any substantial way the scope, quality or performance of the Works;
- (ii) Which limits in any substantial way, inconsistent with the bidding documents, the Authority's rights;
- (iii) Whose rectification would affect unfairly the Comprehensive position of other Bidders presenting substantially responsive bids.

- 35.4 If a bid is not substantially responsive it will be rejected by the Authority and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation. Conditional bids will be deemed to be not substantially responsive and may be rejected by the Authority.
- 35.5 Notwithstanding the above, the Authority reserves the right to accept or reject any variation or deviation in the submitted Bids if such irregularity does not materially deviate from the terms, conditions and specifications of the bidding documents, and if it will not affect unfairly the Comprehensive position of other Bidders, and if it is in the Authority's interest to do so. This shall be binding on all tenderers and the Authority reserves the right of such deviations.

36. Clarification of Bids and Contacting the Authority

- 36.1 To assist in the examination, evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its bid, including breakdown of rates. In case of documents concerned with regard to qualification criteria, after submission of the Bid, only related shortfall documents may be asked for and considered by the Authority at its discretion.
- 36.2 Such clarification(s) shall be provided within the time specified by the Authority for this purpose. The request for clarification and responses to the requests shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids.
- 36.3 However, notwithstanding the above, the Authority is not bounded to ask for shortfall information / document and in absence of any information / document as required as per the RfP conditions the Authority may reject the bid as per the RfP conditions.
- 36.4 If a Bidder does not provide clarifications sought under Clause 36.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 36.5 No post-bid clarification at the initiative of the bidder shall be entertained.
- 36.6 Subject to Sub Clause 36.1, no Bidder shall contact the Authority on any matter relating to its bid from the time of the bid opening to the time the Contract is awarded.

37. Rejection of Bid

- 37.1 The Bid(s) are liable to be rejected if the Bidder / Consortium Member (as applicable):
- (a) Does not submit Tender Fee in the form as prescribed in this RfP document;

- (b) Does not submit the EMD in the form as prescribed in this RfP document;
- (c) Does not submit the any applicable information / document / certificate / declaration etc. as required in all the **Annexures** of volume-I of this RfP document;
- (d) Does not provide details / documents of work experience (along with supporting documents) as per **Annexure 3** of volume-I of this RfP document;
- (e) Does not provide financial details / documents (along with supporting documents) as per **Annexure 4** of volume-I of this RfP document;
- (f) Does not submit the Power of Attorney for Authorised Signatory as per **Annexure 5** of volume-I of this RfP document;
- (g) Does not submit the Power of Attorney for appointing lead member of Consortium as per **Annexure 6** of volume-I of this RfP document;
- (h) Does not submit the Joint Bidding Agreement of Consortium member as per **Annexure 7** of volume-I of this RfP document;
- (i) Does not submit Anti-Blacklisting certificate as per **Annexure 9** of volume-I of this RfP document
- (j) Does not submit Anti-Collusion Certificate as per **Annexure 10** of volume-I of this RfP document;
- (k) Does not submit Information regarding current litigation as per **Annexure 11** of volume-I of this RfP document.
- (l) Does not submit the required undertaking as per **Annexure 12** of volume-I of this RfP document;
- (m) Does not submit affidavit as per **Annexure 13** of volume-I of this RfP document;
- (n) Does not submit Site Visit Declaration as per **Annexure 14** of volume-I of this RfP document;
- (o) Does not submit Bank Guarantee for EMD (if applicable) as per **Annexure 15** of volume-I of this RfP document;
- (p) Does not disclose the full names and address of all its partners in case of a partnership concern;
- (q) Fails to initial corrections;
- (r) Fails to fill Comprehensively all the Performa provided in this RfP document including Performa of tender forms and price bid;
- (s) Tries to contact the Council on any matter relating to its Bid, or tries to influence the Council in its decision on Bid evaluation, Bid comparison or Contract award, from the time of Bid opening to the time of Contract award.
- (t) Stipulates any condition in this RfP document;
- (u) Stipulates the bid validity period less than what is stated in the RfP document;
- (v) Does not quote rates inclusive of applicable taxes, charges, etc. (Excluding GST)

- (w) Submits its price bid as part of its Technical Bid in online or physical submission.
- (x) Quotes Abnormally Low Bid Price for any or all items of the Price Schedule and fails to demonstrate its capability to perform the contract for the offered Bid price. The decision of the Municipal Commissioner, MRMC regarding this shall be final and binding to all the bidders.
- (y) Does not submit its bid in confirmation to all applicable labour laws.
- (z) Fails to submit supporting documents as required under **Clause 4**.

38. Shortlisting of Bidders

Shortlisting of the bids shall be as per the criteria defined in clause no. 4 and clause no. 5 of volume-I of this RfP document.

39. Opening of Price Bids

- 39.1 The Authority will open the Price Bids of all the Technically Qualified Bidders.
- 39.2 The Price Bid submitted online on the e-procurement portal shall be opened. The Financial Offer submitted online shall be considered for evaluation of Financial Bids of the Technically Qualified Bidders.

40. Evaluation and Comparison of Bids

- 40.1 The Authority will evaluate and compare only the Financial Offers of those bidders who are determined substantially responsive in accordance with Clause 35 and qualified in accordance with Clause 4.
- 40.2 The Authority reserves the right to accept or reject any variation, deviation. Variations, deviations and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Authority shall not be taken into account in the Bid evaluation.
- 40.3 The Technically Qualified Bidder submitting the Least Cost (L1) shall be considered for award subject to the condition that the Bid Price shall not be unreasonably high, abnormally low or seriously unbalanced in relation to the market rate or Authority's estimate.
- 40.4 If the Bid Price of the Successful Bidder is unreasonably high, abnormally low or seriously unbalanced in relation to the Authority's estimate of the cost of work to be performed under the Contract, the Authority may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the RfP.
 - 1. After evaluation of the response from the Bidder, the Authority may require that the amount of the Security Deposit set forth in Clause 48 be increased at the expense of the successful Bidder to a level sufficient to protect the Authority against financial loss in the event of default of the successful Bidder under the contract, or
 - 2. After evaluation of the response from the Bidder, if it is determined that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Authority reserves the right to reject the Bid/ Proposal.

- 40.5 While quoting the cost of deployment of workforce, the Bidder shall consider the latest Minimum Wages as applicable for various categories of labour.

41. Deleted

42. Proprietary data

- 42.1 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.
- 42.2 The Bidders shall treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- 42.3 The Authority will not return any Bid or any information provided along with the Bids..

F. Award of Contract

43. Acceptance of Bid

- 43.1 The Bid conforming to the terms and conditions of the RfP shall be accepted.
- 43.2 The Authority is not bound to accept the lowest or any Bid. The Authority reserves the right to reject any or all Bids received without assigning any reason whatsoever.

44. Award

- 44.1 The Authority will Award the Contract to the Successful Bidder as per the criteria defined in clause no. 4 and clause no. 5 of volume-I of this RfP document.

45. Authority's right to accept or reject any or all bids

- 45.1 Notwithstanding Clause 40, the Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Authority's action.

46. Notification of Award

- 46.1 Prior to expiration of the period of bid validity, the Authority will notify the successful Bidder, in writing, that his bid has been accepted. This letter, hereinafter referred to as the **"Letter of Intimation"** or **"LOI"**, shall specify the amount of performance security to be submitted by the successful Bidder. Within 15 days from the date of issue of the **LOI**, the Successful Bidder shall submit to the Authority **the Performance Security as per details mentioned in Volume-II (Draft Concession Agreement) of this RfP document and sign the Concession Agreement** with the Authority. On submission of the performance security, the Authority shall issue notification of award (hereinafter referred to as the **"Letter of Award"** or **"Work Order"**).
- 46.2 Until a formal Contract is prepared and executed, the LOI /LOA shall constitute a binding Contract to the selected Bidder.
- 46.3 Upon furnishing of Performance Security by the successful Bidder, the Authority will promptly notify the other Bidders that their bids have been unsuccessful.
- 46.4 Upon completion of all the formalities by the successful Bidder, the Authority will issue "Notice to proceed" mentioning date of start and intended date of completion.

47. Signing of Concession Agreement

- 47.1 At the same time that the Authority notifies the selected Bidder that its Bid has been accepted, the Authority will send the Bidder the Draft Concession Agreement provided in Volume-II of this RfP documents, incorporating all agreements between the parties.
- 47.2 Within 15 days from the date of issue of the **LOI**, the selected Bidder shall sign the Concession Agreement, in duplicate, on non-judicial stamp paper of value as per regulation of the Government of Gujarat and return it to the Authority. One copy of the signed agreement will be provided to the selected Bidder, and the original will be

retained by the Authority.

48. Security Deposit/ Performance Security

- 48.1 Within 15 days from the date of issue of the **LOI**, the Successful Bidder shall furnish to the Authority a **Performance Security as per details mentioned in Volume-II (Draft Concession Agreement) of this RfP document**. The Performance Security shall be only in form of a fixed deposit receipt (FDR) in favour of the Morbi Municipal Corporation payable at Morbi issued by any nationalised bank or scheduled bank as per the list of Government of Gujarat valid for a minimum period starting from the concession agreement execution date till commercial operation date (COD) plus 3 months.
- 48.2 Failure of the Successful Contractor to provide the requisite Security Deposit in accordance with the requirements of Clause 48.1 shall constitute grounds for annulment of the Award and forfeiture of the Bid Security made at the time of bidding.

49. Corrupt or Fraudulent Practices

- 49.1 It is required that Bidders/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the **Authority**:

(a) Defines for the purposes of this provision, the terms set forth below as follows:

- 1) "**Corrupt Practice**" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution;
- 2) "**Fraudulent Practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to and after bid submission) designed to establish bid prices at artificial non-Comprehensive levels and to deprive the Borrower of the benefits of free and open competition;
- 3) "**Coercive Practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- 4) "**Undesirable Practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- 5) "**Restrictive Practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing contract.

SECTION II: ANNEXURES

Annexure 1- Format for Cover Letter for Technical Proposal

[To be furnished on the letterhead of the Bidder. In case of Consortium, on the letterhead lead member]

Reference no.:

Date:

To,

Municipal Commissioner,
Morbi Municipal Corporation
Gandhi Chowk,
Morbi, Gujarat.

Subject: Submission of Technical Bid in response to “*Request for Proposal (RfP) for Establishment of 250 TPD MSW Processing Plant with 15 years O&M on PPP (DBFOT) basis at Morbi (Third Call)*”

Dear Sir,

Being duly authorized to represent and act on behalf of M/s. _____ (hereinafter referred to as “**the Bidder**”) and having reviewed and fully understood all of the information provided in the **RfP** document provided to us by ULB, in respect of the project, the undersigned hereby submits the Proposals in response to the RfP. For your evaluation;

I/We are submitting copy of the Bid online on the e-tendering portal and have carried out physical submission of the Bid in one (1) original copy, along with details / certificates as per the requirements of the RfP.

We have also submitted EMD and Tender fees as per following details,

Sr. no	Name of Instrument	Type of Instrument	Instrument no.	Name of Bank	Date of issuance	Amount
1	Tender Fees					
2	EMD					

We confirm that our Bid is valid for a period of **120 days** from the Bid Due Date.

We also hereby agree and undertake us under:

- Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is as per qualification criteria in all respects and unconditional and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RfP document provided to us.
- The proposal does not contain any conditions or deviations from RfP conditions.
- If the Contract is awarded, we shall furnish the required Performance Security and execute the Contract Agreement within the time stipulated in the bidding documents.
- We acknowledge that the Authority reserves the right to accept or reject any or all Bids without assigning any reason thereof.

We certify that the information furnished in our Bid is true, complete, and correct, and we understand that any misrepresentation or suppression of facts may lead to rejection of our Bid and forfeiture of Bid Security.

.....
Signature of the Authorized Person

.....
Name and designation of the Authorized Person
Date.....

Annexure 2 - Format for Particulars of Bidder

(To be furnished on the letterhead of the Bidder / each member of consortium, as applicable)

A) General Information

Sn.	Details	Information
1.	Name of Bidder (legal Name):	
2.	Legal Status (Company /LLP / Partnership / Proprietorship)	
3.	Country of incorporation:	
4.	Date of incorporation and/or commencement of business:	
5.	Registered Office Address	
6.	Correspondence Address	
7.	Telephone No.	
8.	Email ID	
9.	Website (if any)	
10.	Contract Labour (R&A) Act 1970:	
11.	Pan no.	
12.	GST No.	
13.	ESI Registration no	
14.	EPF Registration no.	
15.	Professional Tax:	
16.	Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:	

B) Details of the representatives

Sn,	Details	Particulars of the Authorized Signatory of the Bidder	Particulars of person who will serve as the single point of contact for the Bidder
1	Name:		
2	Designation:		
3	Address:		
4	Phone Number:		
5	E-Mail Address:		

C) Information regarding past performance of the bidder's firm:

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the [Central/State/City] Government, or any entity controlled by it, from participating		

No.	Criteria	Yes	No
	in any Project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of bid?		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

D) A statement by the Bidder (where applicable) or any of their associates disclosing material non-performance or contractual non-compliance in past Projects, contractual disputes and litigation/arbitration in the recent past, if any to be provided below (Attach extra sheets, if necessary):

E) Business Profile of the Bidder: Bidder shall have to submit their Company brochure here. (Colour scan of brochure shall be attached).

We hereby certify that the information furnished above is true, complete, and correct to the best of our knowledge and belief.

We understand that any misrepresentation or concealment of facts may result in rejection of our Bid and may attract penal action as per applicable rules.

Name of the Bidder

Signature of Authorised Person
(Seal of the Bidder's Firm)

Annexure 3 - Technical Capacity of the Bidder

(To be furnished on the letterhead of the Bidder or consortium member or Technology Provider /OEM, as applicable)

Name of the Bidder / Consortium Member / Technology Provider:

Details of Eligible CBG / Biogas Projects to be showcased by Bidder or consortium member or Technology provider/OEM

[Under the Clause 4.1 (6) & Clause 4.2 (1) & Clause 4.2 (2)]

Details of Contract	
Name of the Project and Location	
Name of Client	
Address and Contact details of the client	
Nature of contract (<i>Design & Engineering / Supply / EPC / PPP</i>)	
Bidder's / Consortium Member's Role in Contract	
Executed as <i>Primary Contractor</i> or <i>Sub Contractor</i> ?	
Work order No. and Date	
Date of Commencement (dd/mm/yyyy)	
Date of Project Completion (dd/mm/yyyy)	
Date of Commissioning (dd/mm/yyyy)	
Total Contract value (Rs. In Crore)	
Type and quantity of feedstock	
Design Parameter: Waste Quantity Input – in Tons per day	
Design Parameter: CBG Output Quantity – in Kg per day	
Is O&M of the plant including in scope? (Yes/No)	
Total number of years of O&M as per contract (from Month/Year to Month/Year):	
Number of years of O&M completed (from Month/Year to Month/Year):	
Is the project executed in JV/Consortium? (Yes/No)	
If executed in JV/Consortium, Bidder's stake in the project (%)	

Documentary evidence of having completed / executed the assignments (*to be attached after this page*)

Details of Eligible MRF Projects to be showcased by Bidder or consortium member or Technology provider/OEM

[Under the Clause 4.1 (7) & Clause 4.2 (3) & Clause 4.2 (4)]

Details of Contract	
Name of the Project and Location	
Name of Client	
Address and Contact details of the client	
Nature of contract (<i>Design & Engineering / Supply & Installation / EPC / DB / DBO/ DBOT/ DBFOT</i>)	
Bidder's / Consortium Member's Role in Contract	
Executed as <i>Primary Contractor</i> or <i>Sub Contractor</i> ?	
Work order No. and Date	
Date of Commencement (dd/mm/yyyy)	
Date of Project Completion (dd/mm/yyyy)	
Date of Commissioning (dd/mm/yyyy)	
Total Contract value (Rs. In Crore)	
Type and quantity of feedstock	
Design Parameter: Waste Quantity Input – in Tons per day	
Is O&M of the plant including in scope? (Yes/No)	
Total number of years of O&M as per contract (from Month/Year to Month/Year):	
Number of years of O&M completed (from Month/Year to Month/Year):	
Is the project executed in JV/Consortium? (Yes/No)	
If executed in JV/Consortium, Bidder's stake in the project (%)	

Documentary evidence of having completed / executed the assignments (*to be attached after this page*):

Notes:

- ***Use separate sheet for each eligible project***
- ***The Bidder is required to submit work order / contract and work completion certificate / experience certificate / client certificate for each of the projects. Only such projects for which these required documents are submitted will be considered for evaluation.***

(Signature and name of Authorized Representative)

For (Name and seal of the firm)

Annexure 4 - Financial Capacity of the Bidder/ Consortium Member

(To be certified by CA)

(To be submitted by Bidder / each member of consortium, as applicable)

Financial Year	Annual Turnover (INR Lakhs)	Net Worth as on 31 March of respective FY (INR Lakhs)
2022-23		
2023-24		
2024-25		
Average		

(Note: Financial figures must be as per the audited financial statements and certified by a Chartered Accountant.)

Supporting Documents to be Submitted

- Audited financial statements for the last three financial years.
- CA Certificate certifying the turnover and net worth figures mentioned above.

Note: The information provided shall be detailed enough to demonstrate and allow evaluation of the Bidder's financial capacity to fulfil its financial obligations, if awarded the contract.

Banks from which references can be obtained

Name of Bank:

Address:

Tel and Fax No.

Listing of bankers shall be deemed as an authorization by the Bidder(s) for the Authority to request such references and for the bankers to release them to the Authority.

Annexure 5- Format for Power of Attorney for Authorised Signatory of Bidder / Member of Consortium

*(On non-judicial stamp paper of appropriate value, duly attested by notary public)
(In case of consortium, each member is required to submit PoA for Authorised Representative)*

Know all men by these presents, We..... (name of the firm and Address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us/the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for the “**Request for Proposal (RfP) for Establishment of 250 TPD MSW Processing Plant with 15 years O&M on PPP (DBFOT) basis at Morbi (Third Call)**”, including but not limited to signing and submission of all bids, Bids and other documents and writings, participate in Pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

To be signed by Director(s)/ Partners or the Proprietor of the firm

1. Name _____ 2. Name _____
Signature _____ Signature _____

Accepted

Signature:

Name, Title and Address of the Attorney:

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(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 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.

In case an authorized Director of the Applicant signs the Bid, a certified copy of the appropriate resolution conveying such authority may be enclosed in lieu of the Power of Attorney.

In case a Proprietor of the Proprietorship firm signs the Bid, this Power of Attorney shall not be required.

Annexure 6 - Format for Power of Attorney for appointing Lead Member of Consortium

(On non-judicial stamp paper of appropriate value, duly attested by notary public)

Whereas the **Morbi Municipal Corporation** (the Authority) has invited Bids from interested parties for the purpose of **Request for Proposal (RfP) for Establishment of 250 TPD MSW Processing Plant with 15 years O&M on PPP (DBFOT) basis at Morbi (Third Call)** (the Project).

WHEREAS,

M/s. _____ [Member 1], M/s. _____ [Member 2] and M/s. _____ [Member 3] (collectively, the **Consortium**) being Members of the Consortium are interested in submitting a Bid for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) issued by the Authority on _____;

AND WHEREAS,

It is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its implementation.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, and _____ having our registered office at _____, (hereinafter collectively referred to as the Principals) do hereby irrevocably designate, nominate, constitute, appoint and authorise _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the Attorney). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bid Process and, in the event the Consortium is awarded the Project, during the implementation of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of the Consortium's Bid for the Project, including but not limited to signing and submission of all Bid related documents and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/or upon award of the Project and/or till the concession agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS

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

<u>Member 1</u> For (Signature) (Name & Title)	<u>Member 2</u> For (Signature) (Name & Title)	<u>Member 3</u> For (Signature) (Name & Title)
Witnesses 1	Witnesses 2	Witnesses 3

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

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

Instructions:

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

(2) 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.

Annexure 7 - Joint Bidding Agreement (JBA)

(On non-judicial stamp paper of appropriate value, duly attested by notary public)

THIS JOINT BIDDING AGREEMENT ("**JBA**") is entered into on this ____ Day of _____ 202__

AMONGST

1. _____ with its registered office at _____ (referred to as the **First Part** which expression will, unless repugnant to the context include its successors and permitted assigns);
AND
2. _____ with its registered office at _____ (referred to as the **Second Part** which expression will, unless repugnant to the context include its successors and permitted assigns);
3. _____ with its registered office at _____ (referred to as the **Third Part** which expression will, unless repugnant to the context include its successors and permitted assigns);

The above-mentioned parties of the FIRST and SECOND, are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

WHEREAS

(A) **Morbi Municipal Corporation** (referred to as the **Authority**), which expression will, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids by its Request for Proposal no. ____ dated / /2026 (the **RFP**) for selection of a Bidder for **Request for Proposal (RfP) for Establishment of 250 TPD MSW Processing Plant with 15 years O&M on PPP (DBFOT) basis at Morbi (Third Call)** (the **Project**).

(B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFP.

(C) It is a necessary condition under the RFP that the Members will enter into a Joint Bidding Agreement and furnish a copy of it with the Bid.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this JBA, the capitalised terms will, 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 Bid Process for the Project and performing all obligations

under the Bid and the subsequent contract agreement for the execution of this Project, if the Consortium is selected as the successful bidder

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

2.3 The Lead Member shall hold a minimum of 51% equity share in the Consortium throughout the contract period and shall be primarily responsible for overall management and execution of the Project.

3. Covenants

3.1 The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it will incorporate and register a **Joint Venture firm (JV)** within 30 days of the notification of the award of the work, as per applicable laws, for undertaking the Project.

3.2 The Members of the Consortium shall enter into a **Joint Venture Agreement (JVA)** and submit it to the Authority within 30 days of the notification of award of the work. The JVA shall detail the roles, responsibilities, and obligations of each Member.

3.3 The Members of the Consortium undertake that they shall be jointly and severally responsible and liable for all matters arising out of or in relation to this RFP.

4. Role of the Parties

4.1 The Parties hereby agree that Party of the First Part will be the Lead Member of the Consortium and will have the power of attorney from all Parties and bind all Parties for and in conducting all business for and on behalf of the Consortium during the Bid Process and, if the Consortium is declared as the Selected Bidder, during the execution of the Project.

4.2 Party of the Second Part will be _____.

4.3 Party of the Third Part will be _____.

5. Shareholding in the Concessionaire

5.1 The Parties agree that the proportion of shareholding among the Parties in the Consortium / JV will be as follows:

First Party: _____ % (Minimum 51%)

Second Party: _____ %

Third Party: _____ %

5.2. The Parties undertake that:

(a) the First Party, acting as the Lead Member of the Consortium, will control the JV subscribe for and shall hold not less than 51% of the total Equity Contribution and voting rights of the JV throughout the Bid Validity Period and the Contract Period;

5.3. The Parties undertake that they will comply with all equity lock-in requirements set out in this JBA and in the Contract Agreement for execution of this Project.

6. Representations of the Parties

Each Party represents to the other Parties as of the date of this JBA 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 JBA;

(b) the execution, delivery and performance by such Party of this JBA 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 JBA for the delegation of power and authority to execute this JBA on behalf of the Consortium Member is annexed to this JBA, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any law presently in effect and applicable to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable constitutional documents;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this JBA;

(c) this JBA is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this JBA.

7. Termination

This JBA will be effective from the date hereof and will continue in full force for the entire duration of the Project in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the JBA will stand terminated upon return of the Earnest Money Deposit as per the RFP.

8. Miscellaneous

8.1 This JBA will be governed by the laws of India.

8.2 The Parties acknowledge and accept that this JBA will 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 JBA AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on	SIGNED, SEALED AND DELIVERED For and on	SIGNED, SEALED AND DELIVERED For and on
--	--	--

behalf of the PARTY OF THE FIRST PART by:	behalf of the PARTY OF THE SECOND PART by:	behalf of the PARTY OF THE THIRD PART by:
(Signature)	(Signature)	(Signature)
(Name)	(Name)	(Name)
(Designation)	(Designation)	(Designation)
(Address)	(Address)	(Address)
(Date)	(Date)	(Date)

In the presence of:

- 1.
- 2.
- 3.

Instruction:

The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by 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.

Annexure 8 - MoU with Technology Supplier / OEM

(On non-judicial stamp paper of appropriate value, duly attested by notary public)

This **Memorandum of Understanding (MoU)** is executed on this ____ day of _____, 20 by and between:

M/s. _____, having its registered office at _____ (hereinafter referred to as "**Part 1**" or "**the Bidder / Lead Member of Consortium**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

M/s. _____, having its registered office at _____ (hereinafter referred to as "**Part 2**" or "**the Technology Provider / OEM**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

(Hereinafter individually referred to as "Party" and collectively as "Parties").

WHEREAS:

1. **Part 1 (the Bidder / Lead Member of Consortium)** intends to participate in the "*Request for Proposal (RfP) for Establishment of 250 TPD MSW Processing Plant with 15 years O&M on PPP (DBFOT) basis at Morbi (Third Call)*" (hereinafter referred to as "**the Project**") issued by **Morbi Municipal Corporation** (hereinafter referred to as "**the Authority**") vide Tender No. _____ dated _____.
2. **Part 2 (the Technology Provider / OEM)** possesses proven experience and expertise in providing technology, design, supply, installation, testing, and commissioning of **CBG / Biogas facilities**, having successfully completed at least one (01) such project of minimum input capacity of 40 TPD with a Government / Semi-Government / PSU / Urban Local Body (ULB) in India during the last 10 years starting from April 2016 up to Bid Due Date. **(Retain applicable clause only)**

Or

Part 2 (the Technology Provider / OEM) possesses proven experience and expertise in providing technology, design, supply, installation, testing, and commissioning of **Material Recovery Facilities (MRF)**, having successfully completed at least one (01) project of minimum 100 TPD input capacity with a Government / Semi-Government Department / ULB / PSU in India during the last 10 years starting from April 2016 up to Bid Due Date **(Retain applicable clause only)**

3. The Bidder / Lead Member of Consortium wishes to associate with the Technology Provider / OEM for the purpose of bidding and executing the Project, wherein it shall rely upon the technical credentials and support of the Technology Provider / OEM in accordance with the eligibility criteria set forth in the RfP Document.

NOW, THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

1. Role and Responsibilities:

- **Part 1 (Bidder / Lead Member of Consortium)** shall be responsible for overall bidding, project management, construction, operation and maintenance of the Project in accordance with the terms and conditions of the Contract, if awarded.

- **Part 2 (Technology Provider / OEM)** shall provide the required technical know-how, technology design, engineering support, supervision during installation, commissioning, and performance testing of the CBG / Biogas facility. *(Retain applicable clause only)*

Or

- **Part 2 (Technology Provider / OEM)** shall provide the required technical know-how, process design, equipment specifications, engineering support, and supervision during installation, commissioning, and performance testing of the MRF *(Retain applicable clause only)*

2. **Technical Support and Performance Guarantee:**

Part 2 agrees to provide continuous technical support to Part 1 for satisfactory implementation and performance of the plant during the contract period and shall extend necessary performance guarantee for the technology supplied, as stipulated in the RfP Document.

3. **Commitment to Supply and Supervision:**

Part 2 shall supply all key technology components, process design, and provide supervision / assistance for erection, installation, testing and commissioning as per the agreed terms and specifications of the RfP.

4. **Execution in case of Consortium:**

In case the Bidder participates as a **Consortium**, this MoU shall be executed **between the Lead Member of the Consortium** and the **Technology Provider / OEM**, and such Lead Member shall be responsible for ensuring compliance of obligations under this MoU on behalf of the Consortium.

5. **Provision of Documentation and Maintenance Support:**

Part 2 shall provide to Part 1 the following deliverables and support:

- Comprehensive **Operation and Maintenance (O&M) Manual** covering process description, operating parameters, safety protocols, and troubleshooting procedures;
- Detailed **Spare Parts List** with specifications, part numbers, and recommended inventory levels;
- **Initial Maintenance Support** for a period of **six (6) months** from the date of commissioning, including training of operating personnel, technical guidance during operations, and assistance in resolving process or equipment-related issues.

6. **Validity of the MoU:**

This MoU shall remain valid for the entire duration of the contract, if awarded to Part 1, and shall be considered a legally binding document between the Parties defining their roles, responsibilities, and commitments as stated herein. This MoU shall be irrevocable for the said Tender and Project.

7. **Good Faith and Binding Intent:**

This MoU is executed in good faith, demonstrating the intent of both Parties to cooperate for the successful execution of the Project in accordance with the highest standards of quality, safety, and performance. The MoU shall form part of the Agreement, if the contract is awarded to Part 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the day, month and year first above written.

For and on behalf of the Bidder / Lead Member of Consortium (Part 1):

Name: _____

Designation: _____

Signature: _____

Date: _____

For and on behalf of the Technology Provider / OEM (Part 2):

Name: _____

Designation: _____

Signature: _____

Date: _____

Annexure 9 - Anti-Blacklisting Certificate

(On non-judicial stamp paper of appropriate value, duly attested by notary public)

(To be furnished by the Bidder / each member of consortium, as applicable)

Format for Affidavit certifying that the Entity / Promoters / Directors of Entity are not blacklisted

Anti-Blacklisting Affidavit

I / We M/s. _____ (Name of the Bidder),
_____ (addresses of the registered office) hereby certify
and confirm that we or any of our promoter/s / director/s are not barred by Government of
Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central
government /department / Local Government / agency in India or from abroad from
participating in Project/s, either individually or as member of a Consortium as on
the _____ (Bid submission Date).

We further confirm that we are aware that our Application for the
_____ (Project name) would be liable for rejection
in case any material misrepresentation is made or discovered with regard to the requirements
of this RfP at any stage of the Bidding Process or thereafter during the agreement period.

Signature of Bidder

Bidder: _____

Address: _____

Date the _____ day of _____ 2026

Annexure 10 - Format for Anti-Collusion Certificate

(To be furnished on the letterhead of Bidder /Lead Member of Consortium, as applicable)

I/We hereby certify and confirm that in the preparation and submission of our Proposal/Bid for the proposed work mentioned in the RfP published by Morbi Municipal Corporation (Tender Ref. No. _____, dated : _____), 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 or will not offer any illegal gratification in cash or kind to any person or agency in connection with the Proposal.

Signature of Bidder

Name _____

Place _____

Date the _____ day of _____ 2026

Annexure 11 - Information regarding current litigation

(To be furnished on the letterhead of the Bidder / each member of consortium, as applicable)

(i) Litigation

Sr. No.	Name of the Contract	Year of Contract	Organization	Details of litigation
1.				
2.				
3.				

- (ii) Were you ever required to suspend the assigned project work for period of more than six months continuously after your started? If so, give the names of projects and reasons.
- (iii) Have you ever not completed any assignment given to you? (If so, give name of project and reasons for not completing the work)
- (iv) In how many of your project were penalties imposes for delay? Please give details.
- (v) In case of litigation because of non-performance of the Contractor in a project, the same shall not be considered as litigation unless a court judgment has been passed
- (vi) The information is for records purpose, shall be impact Bidder to disqualify, unless there is a court judgment.

Signature of Bidder

Name _____

Place _____

Date the _____ day of _____ 2026

Annexure 12 - Template of Undertaking

(On non-judicial stamp paper of appropriate value, duly attested by notary public)

I/We _____ **[Name of the Bidder]** hereby undertake that;

I/We have read the entire RfP document for the Project of _____ (Project Name) and have fully understood the required scope of work along with the other terms and conditions.

I/We have made myself/ourselves thoroughly conversant with the area where operations / services are to be rendered according to Scope of Work.

I/We are fully capable to provide required number of staff/workforce, equipment, vehicle, machineries and materials mentioned in this RfP for providing satisfactory services as per the RfP conditions.

I/We will be solely responsible for deployment of properly trained and qualified staff for the execution of the service contract.

I/We have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the us or our Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate during the last five years.

The information documents submitted by us are true to our knowledge and if the information/ documents so furnished shall be found to be untrue or false, our bid shall be liable to be disqualified and our Earnest Money accompanying the Bid will be forfeited. Also I/we am/are aware that if the information/document found to be untrue or false during the Contract Period, our Contract liable to be terminated.

I/We agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the Authority / ULB (Morbi Municipal Corporation), should I/We fail to (i) Abide by the stipulation to keep the offer open for the period of 180 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the Bids and (ii) pay Security Deposit as specified in the RfP Document.

Should this Bid be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract mentioned in the RfP document and in default thereof Securities submitted by me shall be liable to be forfeited and pay to the Authority (Morbi Municipal Corporation) the sums of money mentioned in the said conditions.

Demand draft No. / FDR No. / BG No. _____ Dated _____ from the Nationalised / Scheduled Bank at _____ in respect of the sum of *Rs _____ is herewith forwarded representing the Earnest Money (a) the full value of which is to be absolutely forfeited to **the ULB (Morbi Municipal Corporation)** should I/We not deposit the full amount of Security Deposit specified in the RfP document.

Signature of Bidder

Name _____

Place _____

Date the _____ day of _____ 2026

Signature of Witness

Name _____

Place _____

Date the _____ day of _____ 2026

Annexure 13 - Template of Affidavit

(On non-judicial stamp paper of appropriate value, duly attested by notary public)

Affidavit on Non-Judicial Stamp Paper of Appropriate Value

I / We hereby solemnly state that we have no partnership with or any share with office bearer(s) and elected representative(s) of **Morbi Municipal Corporation, Morbi** in our company and are not associated presently or in the past with any of the office bearer(s) and elected representative(s) of **Morbi Municipal Corporation, Morbi**, either directly or indirectly.

We are aware that the above information if found to be untrue or false, we shall be liable to be disqualified and the Earnest Money Deposit (EMD) accompanying our Bid shall stand forfeited to the **Morbi Municipal Corporation**. We are also aware that if the information produced by us in our Bid is found to be untrue or false before or during the Contract Period, we shall be held to be in default and the Contract, if any awarded to us, shall be terminated with all its concurrences along with the Authority having rights to take disciplinary actions and levy of penalties.

Signature of Bidder

Bidder: _____

Address: _____

Date the _____ day of _____ 2026

Signature of Witness

Witness:

Name: _____

Address: _____

Date the _____ day of _____ 2026

Annexure 14 - Format for Site Visit Declaration

(To be furnished on the letterhead of the Bidder)

I/We, the representatives of M/s. _____ *[insert name of bidder]*, do hereby declare that:

I/We have conducted a physical site visit of the proposed Processing Facility in Morbi, as per the tender requirements.

I/We have examined the existing site conditions, accessibility, environmental surroundings, and any other factors that may affect the scope of work as per the Terms of Reference (ToR).

I/We have gathered all necessary information required for preparing a responsive bid and fully understand the challenges, risks, and requirements associated with the assignment.

I/We agree that no claims or compensation shall be sought from Morbi Municipal Corporation (MRMC) on the grounds of lack of information or unfamiliarity with the site conditions.

I/We understand that failure to conduct the site visit shall not be accepted as a reason for any future request for an extension of time, price escalation, or modification of contract terms.

I/We confirm that this declaration is made in good faith, and the information provided herein is true and accurate to the best of my/our knowledge and belief.

Signature: _____

Name Authorised Representative:

Name of Bidder Firm:

Annexure 15 - Format of Bank Guarantee for EMD

(To be issued by a Nationalised or Scheduled Bank in India as approved list by Government of Gujarat)

B.G. No. _____ dated _____

This Deed of Guarantee executed at _____ by (Name of Bank) having its Registered office at _____ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of

The **Morbi Municipal Corporation, Morbi** (hereinafter called “**ULB**”) having its office at _____ (address), which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS

- (a) M/s _____, a company registered under provisions of the Companies Act, 1956, having its registered office at _____ (hereinafter called the “**Bidder**”) which expression shall unless it be repugnant to be subject or context include its/their executors administrators, successors and assigns, intends to bid for taking up work of “*Request for Proposal (RfP) for Establishment of 250 TPD MSW Processing Plant with 15 years O&M on PPP (DBFOT) basis at Morbi (Third Call)*.” in the Morbi Municipal Corporation’s jurisdiction (hereinafter referred to as the “**Project**”).
- (b) In terms of submission of bid for the Request for Proposal document dated _____ issued in respect of the Project “_____” (hereinafter referred to as “**RfP Document**”) the Bidder is required to furnish to ULB an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____/- (Rupees _____ only) as **Earnest Money Deposit (EMD)** for the Project.
- (c) The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- (a) The Guarantor, as primary obligor shall, without demur, pay to ULB an amount not exceeding Rs. _____/- (Rupees _____ only), within 15 days of receipt of a written demand from ULB calling upon the Guarantor to pay the said amount.
- (b) Any such demand made on the Guarantor by ULB shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
- (c) The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of ULB is disputed by the Bidder or not.
- (d) This Guarantee shall be irrevocable and remain in full force for a period of from (date) _____ to (date) _____ (Proposal Validity Period) or for such extended

period as may be mutually agreed between ULB and the Bidder and shall continue to be enforceable till all amount under this Guarantee are paid.

- (e) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
- (f) In order to give full effect to this Guarantee, ULB shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RfP Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement /non exercise /delayed exercise of any of its right by ULB against the Bidder or any indulgence shown by ULB to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of ULB or any indulgence by ULB to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- (g) The Guarantor has power to issue this Guarantee and discharge the obligation contemplated herein, the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY,
MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by _____ Bank

By the hand of Mr. _____

Its _____ and authorised official.

Annexure 16 - Deleted

Annexure 17 - Document Checklist

Note: Checklist provided below is for guidance and reference purpose only. Bidders are advised to thoroughly read and review the RfP documents in order to understand the requirements and submit all the documents along with the Bid.

Sr. No	Compliances and submission of documents as part of Bid submission	Submission Status		Reference Clause
		Yes/ No	Page nos.	
(a)	Tender Fee			Clause 4.1 (1)
(b)	E.M.D.			Clause 4.1 (2)
(c)	Certificate of Incorporation / Partnership deed / Shop License			Clause 4.1 (3)
(d)	PAN Card Copy			Clause 4.1 (4)
(e)	GST Registration Certificate			
(f)	Anti-Blacklisting Certificate as per Annexure-09			Clause 4.1 (5)
(g)	Contract agreement or work orders of each project claimed for eligibility under Annexure 3			Clause 4.1 (6) & (7); And Clause 4.2 (1), (2), (3) & (4)
(h)	Successfully completion certificate / performance certificate by competent Authority of each project claimed for eligibility under Annexure 3			
(i)	Audited profit and loss account of the firm			Clause 4.1 (8) & (9)
(j)	Audited balance sheet of the firm			
(k)	CA certificate Certifying overall annual turnover, and Net worth of the company for last three financial years (FY 2022-23, 2023-24 and 2024-25)			
(l)	Bank Solvency certificate			Clause 4.1 (10)
(m)	Covering Letter-Cum-Project Undertaking			Annexure - 1
(n)	Particulars of bidder			Annexure - 2
(o)	Technical Capacity of Bidder along with Project Details Sheet (PDS)			Annexure - 3
(p)	Financial Capacity of Bidder			Annexure - 4
(q)	Power of Attorney for Authorised Signatory			Annexure - 5
(r)	Power of Attorney for appointing Lead Member of Consortium			Annexure - 6
(s)	Joint Bidding Agreement (JBA)			Annexure - 7

Sr. No	Compliances and submission of documents as part of Bid submission	Submission Status		Reference Clause
		Yes/ No	Page nos.	
(t)	MoU with Technology Supplier / OEM			Annexure - 8
(u)	Anti-blacklisting certificate			Annexure - 9
(v)	Anti-Collusion Certificate			Annexure - 10
(w)	Information regarding current litigation			Annexure – 11
(x)	Undertaking			Annexure – 12
(y)	Affidavit			Annexure – 13
(z)	Site Visit Declaration			Annexure – 14
(aa)	Bank Guarantee for EMD (If applicable)			Annexure – 15
(bb)	Document Checklist			Annexure – 17
(cc)	Cover letter for Financial Bid			Fin Form 01

SECTION III: FINANCIAL BID

Fin Form 01: Format of Cover Letter for Financial Proposal

[To be submitted on the letter head of the Bidder/ Lead member of the consortium, as applicable]

Reference:

Date:

To,
Municipal Commissioner,
Morbi Municipal Commissioner
Gandhi Chowk, Morbi,
Gujarat - 363641

Subject: Financial Offer submission for “**Request for Proposal (RfP) for Establishment of 250 TPD MSW Processing Plant with 15 years O&M on PPP (DBFOT) basis at Morbi (Third Call)**”

Dear Sir,

Having examined the RfP Documents including Addenda Nos. (... ..), the receipt of which is hereby duly acknowledged, we the undersigned, offer with the said RfP Documents our rates for **Request for Proposal (RfP) for Establishment of 250 TPD MSW Processing Plant with 15 years O&M on PPP (DBFOT) basis at Morbi (Third Call)** as per the Price Schedule attached.

I/We undertake, if our Bid is accepted, to commence the operation within 30 days calculated from the date of receipt of your Letter of Intent/Notification of Award of Contract.

If our Bid is accepted, we will furnish Security Deposit for due performance of the Contract in accordance with relevant Clauses mentioned in the RfP Document.

I/We agree to **abide by this RfP and understand that our Bid and Offer shall be valid for a period of (120) days** from the Bid Due Date and it shall remain binding upon us and may be accepted at any time before the expiration of the period upon request from the Authority. Also, I/We agree to submit our financial consideration/Break-up of the monthly amount quoted for the Authority's reference

Until a formal contract is prepared and executed, this RfP, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this day of 20... ..

...

Signature.....

Designation.....

Date.....

Duly Authorised to Sign bid for and on behalf of SEAL OF COMPANY

Fin Form 02: Price Bid

[This form will be available on the e-tendering portal. Bidder shall fill and submit the price bid on the portal only.]

Sr. No.	Particulars	Project Cost to be quoted by the Bidder (Excl. GST) (INR)	MMRC Share in %	MMRC Share in INR	NPV Factor	Net Present Value (NPV) MMRC Share (Excl. GST) (INR)
A	B	C	D	E=C*D	F	G (E*F)
1	Part A: Capital Cost of Project (CAPEX) Cost establishment of 250 TPD MSW Processing Plant as per RfP conditions at Morbi.		40%		1.00	
2	Part B: O&M Cost of the Project (OPEX) Cost of Operation and Maintenance of the processing facility as per RfP conditions during Year-01.		40%		1.00	
3	... Year-02		40%		0.95	
4	... Year-03		40%		0.90	
5	... Year-04		40%		0.86	
6	... Year-05		40%		0.82	
7	... Year-06		40%		0.78	
8	... Year-07		40%		0.74	
9	... Year-08		40%		0.70	
10	... Year-09		40%		0.67	
11	... Year-10		40%		0.64	
12	... Year-11		40%		0.61	
13	... Year-12		40%		0.58	
14	... Year-13		40%		0.55	
15	... Year-14		40%		0.52	
16	... Year-15		40%		0.49	
	Total		-		-	

Notes:

- Total amount of Column-G (Net Present Value (NPV) of MMRC Share)** of above table will be considered for selection of L1 bidder.
- Capital Expenditure (CAPEX) support:** The Authority (MMRC) shall contribute 40% of the total Plant construction cost (CAPEX) as quoted by the Selected Bidder in its Financial Proposal. The remaining 60% of the CAPEX shall be borne by the Selected Bidder.
- O&M Expenditure (OPEX) support:** During the Operation and Maintenance phase, the Authority shall bear 40% of the total annual O&M expenditure (OPEX) as quoted by the Selected Bidder in its Financial Proposal. The said amount shall be paid by the Authority to the Selected Bidder in equal monthly instalments. The balance 60% of the OPEX shall be borne by the Selected Bidder.

4. Ownership of the revenue generated from the sale of gas, fertilizer, RDF and recyclables during the O&M period shall belong to the contactor.
5. The Quoted price should include all the applicable taxes / charges etc., except GST. The GST shall be paid extra as per applicable rate as per the notification of government from time to time.
6. For calculation of NPV, quoted basic rates to be used (i.e. rates without GST). NPV will be used for comparison of financial proposal.
7. If required by the Authority, the bidder shall be required to provide detailed breakup of the project cost quoted by the bidder along with the estimated revenues, source of finance and other financial details as may be required to assess the