
**EXPRESSION OF INTEREST FOR EMPANELLEMENT OF AGENCIES
for
SEWAGE SLUDGE RECYCLE AND RESUE UNDER CIRCUALR ECONOMY UNDER
ARTH GANGA**

JUNE, 2022

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DISCLAIMER

The information contained in this EOI or any other information provided to the Applicants, whether verbally or in writing or in any other form, by or on behalf of NMCG and its employees or advisors is provided to the Applicants on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

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

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

The information provided in this EOI to the Applicants is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. NMCG and their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in this EOI.

NMCG and their employees and advisors make no representation or warranty and will have no liability to any Person, including any Applicant, 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 EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this EOI and any assessment, assumption, statement or information contained in this EOI or deemed to form part of this EOI or arising in any way.

It will be deemed that by submitting the Application, a Applicant agrees and releases NMCG 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 EOI and/or in connection with the Application Process, to the fullest extent permitted by Applicable Law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

NMCG and their employees and advisors also accept no liability of any nature, whether resulting from negligence or otherwise arising from reliance of any Applicant upon the content of this EOI. The 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 EOI.

The issue of this EOI does not imply that the is bound to qualify any Applicant or to award any Project to any Applicant. NMCG reserves the right to reject all or any of the Applications without assigning any reasons whatsoever.

GLOSSARY

In this EOI, unless the context otherwise requires, capitalised terms shall have the meaning given to them in the table below. Capitalised terms not defined below shall have the meaning given to them in the Concession Agreement.

Addendum or Addenda	means an addendum or addenda to the EOI.
Annexure	means an annexure to this EOI.
Application	means a Application consisting of documents submitted by a Applicant for empanelment under this EOI.
Application Due Date	means the last date for submission of the Applications specified in the Application Schedule, as may be extended from time to time in accordance with this EOI document.
Application Schedule	means the schedule of the Application Process set out in Clause 2.13, as may be amended from time to time.
Applicant	means an interested Person, Association, Partnership, Company or a Consortium of Companies which submits an Application to NMCG in accordance with this EOI and includes each Member when the Applicant is a Consortium, and Applicants shall be construed accordingly.
Associate	means, in relation to a Bidder or a Member of a Consortium, a Person who Controls, or is Controlled by, or is under the common Control of the same Person who Controls such Bidder or Member of a Consortium.
Business Model	<p>means the model adopted by the Applicant in business of recycling the sludge for economic profit/benefit. Indicative models may include:</p> <ul style="list-style-type: none"> a) production and sale of organic bio-manure through composting/co-composting with organic waste, fortified with natural minerals for agriculture purpose; b) Sale of compressed bio gas from sludge digestion/co digestion of sludge and organic waste. c) Generation of electricity through digestion or co digestion. d) Production of compressed cakes for sale to Thermal power plants. e) Production and sale of pavement blocks. f) Generation and sale of hydrogen from bio gas. g) Production and sale of any other products from bio solids of sewage. <p>This list is not exhaustive and only indicative in nature.</p>

Clause	means a clause of this EOI.
Companies Act	means the (Indian) Companies Act, 1956 and the (Indian) Companies Act, 2013, as amended from time to time, as the context may require or any other relevant Act in the country of incorporation of the Applicant.
Company	means a company incorporated under the Companies Act or a foreign company incorporated under the relevant statute of its jurisdiction.
Conflict of Interest	has the meaning ascribed to it in Clause 3.3.
Consortium	means any combination of Companies that have formed a consortium for the purpose of submitting a Application.
Control	means, with respect to a Person: (a) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (b) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise, and the term Controlled shall be construed accordingly.
e-Procurement Portal	means the e-procurement portal available at the following url: https://eprocure.gov.in/eprocure/app
Financial Capacity	means the financial capacity and strength of the Applicant, as determined in accordance with Clause 4.2.
Financial Year	means each 12-month period commencing on 1 st April of one calendar year and ending on 31 st March of the next calendar year; and if different for an Applicant, then the 12-month period for which such Applicant files its statutory audited accounts in the normal course of its business.
Ganga 2016 Order	has the meaning ascribed to it in Clause 1.2.
GoI	means the Government of India.
Lead Member	means the Member nominated by the Members of the Consortium Applicant to act as the lead member.
Member	means a member of a Consortium.
Metric Ton	Means unit used to measure the quantity of sludge and one Metric ton is equal to 1000 Kilograms.

MoJS	Mean Ministry of Jal Shakti
MLD	means million litres per day.
DoWR	means the Department of Water Resources, River Development and Ganga Rejuvenation.
Net Worth	<p>means the net worth of an Applicant, which shall be determined as follows:</p> <p>(a) subscribed and paid up equity share capital; and</p> <p>(b) reserves</p> <p>LESS</p> <p>(c) revaluation reserves;</p> <p>(d) miscellaneous expenditure not written off;</p> <p>(e) reserves not available for distribution to equity shareholders; and</p> <p>(f) aggregate value of accumulated losses.</p>
NMCG	means the National Mission for Clean Ganga, a statutory body constituted under the Environment (Protection) Act, 1986.
O&M	means operation and maintenance.
Person	means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity.
Power Charges	means the Power Charges against power consumed by any units operated by Applicant, as the context may require.
PPP	means public private partnership.
Pre-Application Meeting	means the meeting to be held in accordance with Clause 8.2.
Project	means the design, development, finance, construction, operation and maintenance of the sludge recycle projects that might be conceptualized by NMCG and tendered by concerned executing agencies identified by NMCG.
Qualification Criteria	means the qualification criteria set out in Clause 4 that a Applicant is required to satisfy (in addition to the eligibility criteria), to be qualified for evaluation under this EOI.
Qualification Proposal	means the proposal to be submitted by each Applicant to demonstrate their eligibility criteria as set out in Clause 3 and Clause 4 for the empanelment.

EOI	means this Expression of Interest dated 13 th June 2022 along with its Schedules and Annexures and includes any Addenda, if issued.
Rupee or INR	means Indian Rupees, the lawful currency of India.
Section	means a section of this EOI.
Selected Applicant	means the eligible Applicant selected for Empanelment under this EOI.
STP	means a sewage treatment plant.
Supporting Infrastructure	means collectively, Supporting Infrastructure associated with the STP.
Taxes	means all taxes, levies, imposts, cesses, duties and other forms of taxation, including (but without limitation) income tax, goods and services tax, octroi, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, stamp duty or capital duty, and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Selected Applicant.
Turnover	Means Turnover defined under section 2(91) of Companies Act in the case of incorporated entities or may be construed accordingly as per the same definition for an incorporated entities.

SECTION I INTRODUCTION

1. BACKGROUND

- 1.1 The GoI, recognizing that long-term rejuvenation of the river Ganga will have significant social and economic benefits on the lives of the 500 million people living along its basin, has identified cleaning of the river Ganga as one of its priorities. For this purpose, in May 2015, the GoI approved the flagship Namami Gange programme for cleaning, rejuvenation, and protection of the river Ganga. In January 2016, the GoI approved a hybrid annuity model to implement STP projects under the Namami Gange programme on a PPP basis.
- 1.2 Subsequently, the MoWR issued the River Ganga (Rejuvenation, Protection and Management) Authorities Order, 2016 (**Ganga 2016 Order**) to constitute various authorities to assist the GoI in achieving its aim of effective abatement of pollution in the river Ganga. The Ganga 2016 Order applies to all states in the catchment of the river Ganga basin. The Ganga 2016 Order revised the legal status of NMCG (which was initially constituted as a registered society under the Societies Registration Act, 1860) to an authority constituted under the Environment (Protection) Act, 1986 and designated NMCG as the nodal agency for the implementation of the Ganga 2016 Order.
- 1.3 National Mission for Clean Ganga (NMCG), Government of India as part of implementing Namami Gange programme- an integrated mission for rejuvenation of river Ganga, has adopted a holistic approach for the restoration, protection, and conservation of the Ganga River Basin. The river Ganga basin spread across a quarter of India's landmass, with a population of approximately 520 million reside is one of the largest river basins in the world. The efforts of NMCG has ushered a paradigm shift in the Indian wastewater sector by introducing innovative best practices such as Hybrid Annuity based Public Private Partnership (PPP) Mode (HAM) and One City One Operator (OCOP) Model to enhance infrastructure creation, service delivery, ownership and accountability for delivery of wastewater treatment services.
- 1.4 Launched in 2014-15, Namami Gange is a central sector scheme for the conservation, protection and rejuvenation of the Ganga River Basin. The program was given a dedicated budget of Rs. 20,000 Crore for a period of 5 years. In 2022, the Namami Gange II was sanctioned, with a special focus on sewerage infrastructure creation in tributaries of Ganga. The Cabinet approved Namami Gange II for Rs 22,500 Cr
- 1.5 As of April 2022, the mission has sanctioned 366 projects worth Rs 30,671.5 Cr under various components such as sewerage infrastructure, industrial pollution abatement, biodiversity, wetland conversation, groundwater management, afforestation, advocacy and public outreach, research and development, amongst others. Moreover, 159 sewerage infrastructure projects have been sanctioned worth Rs 24,223 Cr to create a wastewater treatment capacity of 4930 MLD and lay 5,137 km sewer network. Against this, 83 projects have already been completed and expenditure amounting to Rs 10,316 Cr has already been incurred. These investments in STPs are expected to generate 2000-2500 tons of sludge. The main objective of this EOI is to identify products/technologies and players in the market for sludge recycling and

reuse. Indicative reuse of sludge is mentioned in the definition of Business Models.

- 1.6 NMCG is now inviting interested Persons to submit Applications for empanelment.
- 1.7 The statements and explanations contained in this EOI are intended to provide the Applicants with an understanding of the subject matter of this EOI.

2. BRIEF DESCRIPTION OF THE APPLICATION PROCESS

- 2.1 NMCG has adopted a single-stage Application Process for declaration of the Empanelled Applicant in sludge recycling and reuse.
- 2.2 The Applicants shall download the EOI from the e-Procurement Portal. The EOI will appear on the e-Procurement Portal in the "Latest Active Tenders" section and will be available only until the specified time on the Application Due Date. NMCG is not responsible for the completeness of the EOI, if it is not downloaded directly from the e-Procurement Portal.
- 2.3 Each Applicant is required to submit a single Application.

2.4 Evaluation stages

The evaluation of the Applications will be carried out in 2 sub-stages:

- (a) The first sub-stage will involve qualification of the Applicants based on the evaluation of their Qualification Proposals to determine compliance with the Qualification Criteria and the eligibility criteria in accordance with Clauses 3 and 4. Only those Applicants who are found to meet the eligibility criteria and the Qualification Criteria will be qualified for the next sub-stage.
 - (b) The second sub-stage will involve meeting with the Applicant for evaluation of the Business Models adopted by them and the experience, to identify suitability of the Applicant for empanelment.
- 2.5 All Applications are required to be prepared and submitted in accordance with the terms of this EOI on or before the Application Due Date.

2.11 e-Procurement

- (a) The Application Process will be conducted by way of e-tendering. In order to participate in the Application Process, an Applicant must procure a digital signature certificate (class II or III) and register on the e-Procurement Portal using its digital signature. A digital signature certificate may be procured from a registered certifying authority as stipulated by Controller of Certifying Authorities, GoI.
- (b) In case of a Consortium, the Applicant must register with the e-Procurement Portal in the name of the Lead Member, using the digital signature certificate issued in the name of the authorized signatory of the Lead Member.
- (c) The Applicants must upload a soft copy/scanned copy of their Qualification Proposal.

The Applicants are encouraged to visit the e-Procurement Portal to acquaint themselves with the process of submitting their Applications online.

- (e) For the purposes of determining the cut-off time for submission of queries and Applications, the central server time displayed on the clock on the e-Procurement Portal will be followed by the Applicants and NMCG.

2.12 Any queries or requests for additional information relating to this EOI should be submitted by the Applicant on the e-Procurement Portal on or before the specified time and date mentioned in the Application Schedule.

2.13 NMCG shall endeavour to adhere to the following schedule for the Application Process:

S. No.	Event	Date
1.	Issue of EOI	13 th June 2022
2.	Last date for receiving queries from Applicants	20 th June 2022, 18:00 Hrs
3.	Pre-Application Meeting	21 st June 2022 at 15:00 Hrs At Conference Room of National Mission for Clean Ganga. The link for the meeting is provided below: Pre-application Meeting for EOI for Empanelment of Agencies for Sewage Sludge Recycle and Reuse under Circular Economy under Arth Ganga Tuesday, 21 June • 3:00 – 5:30pm Google Meet joining info Video call link: https://meet.google.com/pqh-mfbv-xas Or dial: (US) +1 615-640-0162 PIN: 762 620 211# More phone numbers: https://tel.meet/pqh-mfbv-xas?pin=3959123293438
4.	Issue of Addendum latest by	27 th June 2022
5.	Application Due Date	11 th July 2022, up to 12:00 PM
6.	Opening of Qualification Proposals	11 th July 2022 at 1.00 PM.
7.	Pre-Empanelment Meeting with shortlisted Applicants.	Within 15 days from the date of opening of Qualification Proposals
8.	Empanelment of Applicants	Within 10 days from the date of Pre Empanelment Meeting.

SECTION II
ELIGIBILITY AND QUALIFICATION CRITERIA

3. ELIGIBILITY OF APPLICANTS

3.1 Nature of Applicant

- (a) An Applicant may be a Person defined in this EOI document. The term Applicant used in this EOI shall apply to both a single entity as well as a Consortium.
- (b) If an Applicant is a Consortium, then the Consortium and its Members shall comply with the following conditions:
 - (i) The number of Members in such Consortium shall not exceed 3.
 - (ii) The Application submitted by the Consortium should contain the required information for each Member and a brief description of the roles and responsibilities of each Member.
 - (iii) The Consortium will nominate one of the Members as the Lead Member. Such nomination will be supported by a power of attorney signed by all the Members of the Consortium and will be in the format set out in Annexure. The Lead Member will have the authority to represent and bind all the Members during the Application Process.
 - (iv) For Nominating the Lead Member Other Member(s) should have issued an authorization to this effect and the same should be submitted along with the proposal.

3.2 Conflict of Interest

An Applicant shall not have a conflict of interest (**Conflict of Interest**) that affects the Application Process. Any Applicant found to have a Conflict of Interest will be disqualified. An Applicant may be considered to have a Conflict of Interest if the Applicant:

- (a) Controls, is Controlled by or is under common Control with any of the other Applicants;
- (b) receives or has received any direct or indirect subsidy, grant, loan, subordinated debt or other funded or non-funded financial assistance from any of the other Applicants;
- (c) is also a shareholder of any other Applicant. Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder having a shareholding of more than 5% of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5% of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in subsection (72) of section 2

of the Companies Act;

- (d) has a relationship with any of the other Applicants, directly or through common third parties, that puts them in a position to have access to information that may have an influence on the Application of one or more of such Applicants, or influence the decisions of the regarding the Application Process;
- (f) submits more than one Application either individually or through an Associate. This will result in the disqualification of all such Applications submitted by the Applicant and/or its Associates; or

3.4 **Fraud and Corrupt Practices**

- (a) Applicants and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Application Process. Notwithstanding anything to the contrary contained in this EOI, NMCG may reject an Application without being liable in any manner whatsoever to the Applicant, if it determines that an Applicant has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Application Process.
- (b) Without prejudice to the rights of the under Clause 3.4(a) above, in the event that an Applicant is found by NMCG to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Application Process, such Applicant will not be eligible to participate in any tender or request for qualification issued by NMCG or the for 5 years, from the date such Applicant is found by NMCG to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.
- (c) For the purposes of this Clause 3.4, the following terms will have the meanings given to them below:
 - (i) **corrupt practice** means:
 - (A) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Application Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of NMCG or the who is or has been associated in any manner, directly, with the Application Process or has dealt with matters relating to the Project or arising from it, before or after its execution, at any time prior to the expiry of 1 year from the date that such official resigns or retires from or otherwise ceases to be in the service of NMCG, will be deemed to constitute influencing the actions of a Person connected with the Application Process);
 - (ii) **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;

- (iii) **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
- (iv) **undesirable practice** means: (A) establishing contact with any Person connected or employed or engaged by NMCG or the with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Application Process; or (B) having a Conflict of Interest (as defined in Clause 3.3); and
- (v) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating full and fair competition in the Application Process.

3.5 Other Eligibility Criteria

- (a) If a Company/Person has or its Associates have been barred by the Government of India (GoI), any State Governments or any of its instrumentalities from participating in any project or being awarded any contract and the bar subsists on the Application Due Date, such Company will not be eligible to submit an Application.
- (b) If a Company has entered into a contract for operation of the e-Procurement Portal, which is currently valid and subsisting, then such Company and its Associates will not be eligible to submit an Application.

Applicants will provide such evidence of their continued eligibility as the may request at any time during or after the Application Process.

If an Applicant is a Consortium, then the term "**Applicant**" as used in Clause 3.3, Clause 3.4 and Clause 3.5 shall include each Member of such Consortium, and the term "**Associate**" as used in Clause 3.3, Clause 3.4 and Clause 3.5 shall include Associates of each Member of the Consortium.

4. QUALIFICATION CRITERIA

The Applicants should satisfy the following minimum technical criteria and financial criteria set out in Clause 4.1 and Clause 4.2 respectively to qualify for evaluation of the Applications:

4.1 Technical Criteria

To demonstrate its technical capacity and experience (**Technical Capacity**), the Applicant must have the following experience:

- (a) Development Business experience
 - (i) The Applicant shall have the experience of having developed and implemented at least one sludge recycling business model which is private & self-sustained on its own or one with viability gap funding through PPP or any other mode of

PPP from a government agency or full funded through government funding for domestic/industrial sludge.

- (ii) Such that capacity of such plant/business shall not be less than 10 Metric Ton per day.
- (iii) For qualification for 4.1(a) (i), experience in solid waste composting experience can also be considered if the Applicant can prove the capability and a clear business plan for sludge recycling.
- (iv) Projects submitted for claiming experience could have adopted any technology that is successfully operational and delivering desired results in last 5 years.
- (v) If the Applicant is claiming experience from a project, that is fully funded by government, then necessary certification to the extent that the plants are operational needs to be submitted.
- (vi) In such a case Person claiming the experience will be required to submit a certificate issued by the relevant government authority.
- (vii) It is clarified that, the Applicant/Member may rely on the experience of its Associate(s) for demonstrating the Technical Capacity;
- (viii) In the case of a consortium the experience shall be met by at least one Member.
- (ix) for certificates experience that are issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the certificate is being issued. However, the certificate provided by the Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

4.2 **Financial Criteria**

To demonstrate its Financial Capacity, the Applicant must meet each of the financial qualification criteria specified in this Clause 4.2.

(a) Net worth & Turnover

- (i) In each of the 3 Financial Years immediately preceding the Application Due Date, the Applicant's Net Worth (as per the annual financial statements) shall be at least INR 1,00,00,000 (Rupees One crore).
- (ii) In each of the 3 Financial Years immediately preceding the Application Due Date, the Applicant's average Turnover (as per the annual financial statements) shall be at least INR 5,00,00,000 (Rupees Five crore).
- (ii) If the Applicant is a Consortium, then the Net Worth & Turnover, as required in Clause 4.2 (a)(i) above will be demonstrated cumulatively, i.e., the Consortium as a whole should meet the requirement.
- (iii) An Applicant or a Member of a Consortium is permitted to rely on the Net Worth & Turnover of its Associate for demonstrating its Financial Capacity.

The Applicant shall submit a certificate from Statutory Auditor for proving the Financial Capacity.

Other eligibility criteria:

The Applicant or any of the Consortium Member should not have;

- (i) Failed to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Applicant or its Associates;
- (ii) Have been expelled from any project or contract by the GoI or Any State Governments, or its instrumentalities; or
- (iii) Been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
 - (A) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Applicant or any of its directors, partners, trustees, officers or managers; or
 - (B) resulted in the permanent or temporary suspension of the rights of the Applicant to provide any service or carry on any type of business or operations.

**SECTION III
INSTRUCTION TO APPLICANTS**

PART A. GENERAL

5. SCOPE OF EOI

- 5.1 NMCG wishes to receive Applications in accordance with this EOI Empanelment.
- 5.2 The EOI must be read as a whole. If any Applicant finds any ambiguity or lack of clarity in this EOI, the Applicant must inform NMCG at the earliest. NMCG will then direct the Applicants regarding the interpretation of the EOI.
- 5.3 This EOI is not transferable.

6. ACKNOWLEDGEMENT BY THE APPLICANT

- 6.1 It shall be deemed that by submitting the Application, the Applicant has:
 - (a) made a complete and careful examination of the EOI (including all instructions, forms, terms and specifications) and any other information provided by the under this EOI and the Applicant acknowledges that its submission of a Application that is not substantially responsive to the EOI in every respect will be at the Applicant's risk and may result in rejection of the Application;
 - (b) received all relevant information requested from the and NMCG;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the EOI;
 - (d) satisfied itself about all things, matters and information, necessary and required to submit an Application;
 - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the EOI or ignorance of any matter shall not be a basis for any claim for compensation, damages, or loss of profits or revenue from NMCG;
- 6.2 NMCG shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or relating to the EOI or the Application Process.

7. RIGHTS OF THE NMCG

- 7.1 NMCG in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) suspend the Application Process and/or amend and/or supplement the Application Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information at any stage of the Application Process;

- (c) retain any information, documents and/or evidence submitted to the by and/or on behalf of any Applicant;
 - (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Applicant;
 - (e) reject any Application, if:
 - (i) at any time, a material misrepresentation is made or uncovered; or
 - (ii) the Applicant in question does not provide, within the time specified by NMCG the supplemental information sought by the for evaluation of the Application; or
- (a) accept or reject an Application, annul the Application Process and reject all Applications, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Applicants.
 - (b) If NMCG annuls the Application Process and rejects all Applications, it may in its sole discretion invite fresh Applications for the Project.

7.2 If it is found during the Application Process, at any time thereafter, that one or more of the Qualification Criteria and/or the eligibility criteria have not been met by an Applicant or that the Applicant has ceased to meet them, or an Applicant has made material misrepresentations or has given any materially incorrect or false information, then such Applicant will be disqualified.

If such Applicant has been declared as Empanelled Applicant then such empanelment shall be null & void, ab initio.

8. CLARIFICATIONS ON THE EOI

8.1 Clarifications and Queries

- (a) If an Applicant requires any clarification on or has any query in relation to the EOI, it should submit such query or request for clarification to the on the e-Procurement Portal before the specified time and date mentioned in the Application Schedule. All queries or clarification requests should be received on or before the date and time mentioned in the Application Schedule.
- (b) NMCG shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Application Schedule. However, NMCG reserves the right to not respond to any query or provide any clarification, in its sole discretion. The NMCG's responses (including an explanation of the query but not identification of its source) will be made available to all the Applicants and shall be uploaded on the e-Procurement Portal.
- (c) NMCG may, on its own initiative, if deemed necessary, issue clarifications to all the Applicants. All clarifications and interpretations issued by the shall be deemed to be

part of the EOI. Should NMCG deem it necessary to amend the EOI as a result of a request for clarification, it will do so following the procedure under Clause 9.

- (d) It shall be the responsibility of the Applicants to check the e-Procurement Portal for the response to the queries or requests for clarifications.
- (e) Verbal clarifications and information given by NMCG, the or any other Person for or on its behalf shall not in any way or manner be binding on NMCG.

8.2 **Pre-Application Meeting**

- (a) All interested Persons are invited to attend the Pre-Application Meeting on the date, time and place mentioned in the Application Schedule. The purpose of the Pre-Application Meeting will be to clarify issues and answer questions on any matter relating to the EOI, the Application Process.
- (b) All interested Persons may nominate up to 2 authorized representatives to participate in the Pre-Application Meeting, by confirming the participation of its authorized representatives at the Pre-Application Meeting at least 3 days prior to the date of the Pre-Application Meeting. Such confirmation shall be sent by e-mail to tl.procurement@nmcg.nic.in.
- (c) During the course of the Pre-Application Meeting, all interested Companies will be free to seek clarifications and make suggestions to NMCG.
- (d) Non-attendance at the Pre-Application Meeting will not be a cause for disqualification of an interested Person from participating in the Application Process.

9. **AMENDMENT OF THE EOI**

- 9.1 Up until the date that is mentioned in the Application Schedule, NMCG may, for any reason, whether on its own initiative or in response to a query raised or clarifications requested by an Applicant, amend the EOI by issuing an Addendum.
- 9.2 All Addenda will be uploaded on the e-Procurement Portal.
- 9.3 The Applicants are required to read the EOI with any Addenda that may be issued in accordance with this Clause 9.
- 9.4 Each Addendum will be binding on the Applicants, whether or not the Applicants convey their acceptance of the Addendum.
- 9.5 Any oral statements made by NMCG or the or its advisors regarding the Application Process, the EOI or on any other matter, shall not be considered as amending the EOI.
- 9.6 NMCG will assume that the information contained in the Addendum will have been taken into account by the Applicant in its Application. NMCG assumes no responsibility for the failure of an Applicant to submit the Application in accordance with the terms of the Addendum or for any consequent losses suffered by the Applicant.

10. AVAILABILITY OF INFORMATION

- 10.1 The information relating to the Application Process and this EOI, including all notices issued by the to all Applicants in accordance with this EOI; queries and responses or clarifications and any Addenda will be uploaded on the e-Procurement Portal.
- 10.2 All such information will be made available for review by the Applicants until the Application Due Date.
- 10.3 If an Applicant faces any technical issue or technical error in accessing the e-Procurement Portal, the Applicant may seek assistance from the by sending an e-mail request to tl.procurement@nmcg.nic.in no later than 5 days prior to the Application Due Date.
- 10.4 NMCG will use its best endeavours to respond to a written e-mail request and resolve the technical issue or error or provide an alternative solution to the Applicant within 3 days of receipt of such request.

11. CORRESPONDENCE WITH APPLICANTS

Save as expressly provided in this EOI, NMCG will not entertain any correspondence with the Applicants, whether in connection with the acceptance or rejection of their Applications or otherwise.

12. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA

12.1 Proprietary Data

All documents and other information provided by the or submitted by an Applicant to NMCG will remain or become the property of NMCG, as the case may be. Applicants are required to treat all information provided by the in the EOI as strictly confidential and not to use them for any purpose other than for preparation and submission of their Applications.

12.2 Confidentiality Obligations of NMCG

NMCG will treat all information, submitted as part of an Application in confidence and will require all those who have access to such material to treat it in confidence. The may not divulge any such information or any information relating to evaluation of Applications or the qualification of Applicants unless:

- (a) such publication is contemplated under this EOI;
- (b) such publication is made to any Person who is officially involved with the Application Process;
- (c) it is directed to do so by any statutory authority that has the power under law to require its disclosure;
- (d) such publication is to enforce or assert any right or privilege of the statutory authority and/or the and/or NMCG or as may be required by law (including under the Right to Information Act, 2005); or

(e) in connection with any legal process.

13. GOVERNING LAW AND JURISDICTION

13.1 Governing Law

The Application Process, this EOI and the Applications shall be governed by, and construed in accordance with, the laws of India.

13.2 Exclusive Jurisdiction

The competent courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Application Process, this EOI and the Applications.

14. VALIDITY OF THE APPLICATIONS

14.1 The Applications shall remain valid for a period of 180 days from the Application Due Date. An Application valid for a shorter period shall be rejected by the as being non-responsive.

14.2 In exceptional circumstances, prior to the expiry of the Application validity period, NMCG may request Applicants to extend the Application validity period.

PART B.

PREPARATION AND SUBMISSION OF APPLICATIONS

15. NUMBER OF APPLICATIONS

Each Applicant shall be permitted to submit only 1 Application, either individually or as a Member of a Consortium. An Applicant applying individually or as a Member of a Consortium shall not be entitled to submit another Application either individually or as a Member of any other Consortium, as the case may be. An Applicant who submits or participates in more than 1 Application for the Project shall cause all the Applications with the Applicant's participation to be disqualified.

16. LANGUAGE OF APPLICATIONS AND CORRESPONDENCE

16.1 The Application prepared by the Applicant and all correspondence and documents related to the Application exchanged by the Applicant and the shall be in English.

16.2 Any document furnished by the Applicant may be in another language, as long as such document is accompanied by an English translation, in which case, for purposes of interpretation of the Application, the English translation shall govern. If any document submitted by an Applicant is in a local language, then the English translation must be certified by an advocate and notarised. If any document submitted by an Applicant is in a foreign language, then the English translation must be certified by the embassy/consulate/high commission of the relevant foreign country in India. Supporting materials which are not

translated into English or certified/notarised in accordance with this Clause 16.2 may not be considered by NMCG.

17. APPLICATION DUE DATE

- 17.1 The Application shall be submitted on or before the date, time and place specified in the Application Schedule.
- 17.2 NMCG may, at its discretion and for any reason, extend the Application Due Date for all Applicants by issuing an Addendum in accordance with Clause 9, in which case all rights and obligations of the and the Applicants will thereafter be subject to the Application Due Date as extended.
- 17.3 Applications received by the after the specified time on the Application Due Date will not be eligible for consideration and will be summarily rejected.

18. QUALIFICATION PROPOSAL

- 18.1 The Qualification Proposal submitted by a Applicant shall comprise the following:
- (a) Application letter in the format set out in **Annexure 1A**;
 - (b) description of the Applicant /Consortium in the format set out in **Annexure 1B**;
 - (c) Power of Attorney in the format set out in **Annexure 1C**, executed by the Applicant or the Lead Member authorizing the signatory of the Application to commit the Applicant;
 - (d) certificate issued by the statutory auditor of the Applicant, in the format set out in **Annexure 1D**, certifying the Net Worth & Turnover of the Applicant and compliance with other financial qualification criteria specified in Clause 4.2;
 - (e) details of the projects/business experience is being claimed in the format set out in **Annexure 1E – Part 1**;
 - (f) self-attested certificate regarding Associate, if applicable, in the format set out in **Annexure 1F**;
 - (h) information on any litigation that the Applicant is a party to, in the format set out at **Annexure 1H**;
 - (j) certificate from the relevant government authority/client certifying Technical Capacity if the project is fully funded by Government;
 - (m) annual financial statements of the Applicant (including profit and loss statements) for the 3 Financial Years immediately preceding the Application Due Date;
 - (n) self-attested copies of the certificate of incorporation, memorandum of association and articles of association. If the Applicant is a Consortium, then each Member shall submit self-attested copies of its certificate of incorporation, memorandum of association and articles of association;

- 18.2 If the Applicant is a Consortium, it will also be required to submit the following documents:
- (a) Power of Attorney in the format set out at **Annexure 1J**, executed by the Members of the Consortium authorizing the Lead Member of the Consortium to act on behalf of and commit the Consortium.
 - (b) A letter of association or a joint bid agreement that indicates that all parties are jointly and severally responsible for submission of the application to NMCG and to abide by the terms and conditions of the EOI.

19. COST AND CURRENCY OF APPLICATIONS

19.1 Cost of the Application

The Applicants will bear their own costs associated with or relating to the preparation and submission of their Applications, including copying, postage, delivery charges and expenses associated with any presentations which may be required by NMCG or any other costs incurred in connection with or relating to their Applications, including any costs incurred on conducting any due diligence. All such costs and expenses will be borne by the Applicants. NMCG and their employees and advisors will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Application Process.

19.2 Currency of the Application

All amounts in the Application should be stated in Rupees.

20. SIGNING OF APPLICATIONS

- 20.1 Each Applicant (and in case of a Consortium, the Lead Member) must affix the digital signature of its authorised signatory to the soft copies of the Qualification Proposal, upon uploading the soft copies of the Qualification Proposal to the e-Procurement Portal.

21. MARKING, SEALING AND SUBMISSION OF APPLICATIONS

- 21.1 Each Applicant is required to upload a soft copy/scanned copy of its Application on the e-Procurement Portal.
- 21.2 While uploading the Application on the e-Procurement Portal, Applicant must ensure that files containing the Qualification Proposal, all scanned copies are uploaded separately under the relevant heads in a PDF format. The Applicant shall be required to fill all mandatory forms and fields indicated in the e-Procurement Portal at the time of uploading its Application.
- 21.3 The Applicants should ensure the legibility of the documents uploaded to the e-Procurement Portal.
- 21.4 The Applicant shall upload the Application sufficiently before the specified time on the Application Due Date to avoid any technical issues or malfunction in the network caused by heavy traffic of Applicants on the Application Due Date. NMCG will not be responsible for any failure, malfunction or breakdown of the electronic system during the e-procurement process.

- 21.5 The Applicant should check the system generated summary of its Application submission to confirm successful uploading of its Application.
- 21.6 All Applications uploaded to the e-Procurement Portal will be encrypted and the encrypted Applications can only be opened by the authorised representatives of NMCG at or after the specified time on the Application Due Date.
- 21.7 The Application shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the Applicant or its authorized signatory. Any interlineations, erasures, or overwriting will be valid only if they are signed by the Applicant or its authorized signatory.
- 21.8 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and will be rejected.
- 21.9 NMCG will not be responsible for any delays, loss or non-receipt of Applications.

22. SUBSTITUTION/WITHDRAWAL OF APPLICATIONS

- 22.1 The Applicant may substitute or withdraw its Application after submission at any time prior to the specified time on the Application Due Date. No Application will be substituted or withdrawn by the Applicant on or after the specified time on the Application Due Date.
- 22.2 The Applicant may substitute or withdraw the Application by uploading a scanned copy of a letter addressed to NMCG citing reasons for withdrawal.
- 22.3 Any alteration/modification in the Application or additional information supplied after the specified time on the Application Due Date, unless such additional information has been expressly sought for by NMCG, will be disregarded.

PART C. OPENING AND EVALUATION OF APPLICATIONS

23. OPENING OF APPLICATIONS

- 26.1 NMCG will open only those Applications that are submitted on or before the specified time on the Application Due Date. If any Application is received after the specified time on the Application Due Date, it will be rejected.
- 26.2 The Applicants can also view the summary of opening of Applications by logging on to the e-Procurement Portal.
- 26.3 If the specified date for opening the Qualification Proposals is declared a holiday, then the Qualification Proposals will be opened at the specified time and location on the next working day.
- 26.4 NMCG will prepare a record of the opening of the Applications that will include, as a minimum, the names of the Applicants from whom Applications have been received.
- 26.5 Once all the Qualification Proposals have been opened, they will be evaluated for responsiveness and to determine whether the Applicants are qualified for empanelment.
- 26.5 Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Application Process or selection will be given.

26.8 Any information contained in an Application will not in any manner be construed as binding on NMCG, its agents, successors or assigns; but will be binding on the Applicant.

27. DETERMINATION OF RESPONSIVENESS AND EVALUATION OF QUALIFICATION PROPOSALS

27.1 NMCG will examine the Qualification Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Qualification Proposals are generally in order. If any Applicant is found to be disqualified in accordance with the terms of the EOI or if any Qualification Proposal is found to be non-responsive or not meeting the Technical Capacity or the Financial Capacity, the Application comprising such Qualification Proposal will be rejected by the and not included for further consideration. No request for alteration, modification, substitution or withdrawal shall be entertained by the in respect of such Application.

27.2 Prior to evaluation of the Qualification Proposals, the Qualification Proposals will be evaluated to determine responsiveness to the EOI. A Qualification Proposal, shall be considered responsive only if:

- (a) the Qualification Proposal and all documents specified in Clause 20 are received in the prescribed formats;
- (b) the Application is received by the specified time on the Application Due Date;
- (c) it is signed, marked, and uploaded as stipulated in Clauses 23 and 24;
- (d) it contains all the information and documents (complete in all respects) as requested in this EOI; and
- (e) it does not contain any condition or qualification.

27.3 NMCG shall then evaluate and determine whether the Applicants who have submitted responsive Qualification Proposals satisfy the eligibility criteria and the Qualification Criteria set out at Clause 3 and Clause 4 respectively.

27.4 In order to determine whether the Applicant satisfies the eligibility criteria set out at Clause 3 and the Qualification Criteria, NMCG will review the documentary evidence of the Applicant's eligibility and qualifications submitted by the Applicant and any additional information which the seeks from the Applicant.

27.5 Where any information provided by an Applicant is found to be patently false or amounting to a material misrepresentation, NMCG reserves the right to reject the Application submitted by such Applicant.

27.6 Upon completion of evaluation of the Qualification Proposals, NMCG will notify the Applicants who are eligible for empanelment.

28. CLARIFICATION ON APPLICATION

- 28.1 To facilitate evaluation of the Applications, the may, in its sole discretion, seek clarifications and/or any additional information from any Applicant regarding its Application.). Such clarification(s) will be provided within the time specified by the for this purpose. Any request for clarification(s) and all responses to such clarification(s) will be in writing. Any clarification submitted by an Applicant that is not in response to a request by the will not be considered.
- 28.2 If an Applicant does not provide clarifications and/or any additional information sought under Clause 28.1 within the prescribed time, its Application may be liable for rejection. If the Application is not rejected, NMCG may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant will be barred from subsequently questioning such interpretation of NMCG.

29. PART D: EMPANELEMENT

- 28.1 NMCG shall empanel the qualified agencies for the purpose said in this EOI for an initial period of 3 years and the same may be extended for a further period of 2 years depending upon the situations thereof. NMCG reserves the right to invite EOI for empanelment of more Persons in future after this empanelment.
- 28.2 Later NMCG may identify suitable projects for sludge recycling and may bid out to empanelled agencies on its own or through State level project executing agencies. Wherever economically viable, NMCG in consultation with state level executing agencies or through them, allocate certain towns/geographical areas for the empanelled agencies to develop and run a new business on reuse /recycle of sludge. For this purpose, project specific Request for Proposal (RFP) will be used for award of work/location to one or more empanelled agency in a transparent and cost effective manner. NMCG may also adopt/agree to business models identified by empanelled agencies in specific locations through Swiss challenge route. However, NMCG reserves the right to accept or reject any or all proposals submitted received for the purpose. Unsolicited proposals will not be accepted at any point in time and submission of such proposals do not confer any right to the empanelled agencies for allocation of any geographical area or right on the sludge generated in a particular STP/Location.

**ANNEXURE 1A
FORMAT OF APPLICATION LETTER**

Date:

Place:

To,
**Director General
National Mission for Clean Ganga
1st Floor, Major Dhyan Chand National Stadium
India Gate, New Delhi- 110002.**

Sub: Application for empanelment for reuse and recycle of sewage sludge under circular economy.

Sir/Ma'am,

Please find enclosed our Qualification Proposal in respect of the above mentioned subject and complying with the Expression of Interest (EOI) issued by the National Mission for Clean Ganga(NMCG) dated []

We hereby confirm the following:

1. The Qualification Proposal is being submitted by _____ (*name of the Applicant/Lead Member*), who is the Applicant/Lead Member of the Consortium [comprising _____ (*mention the names of the entities who are Members*)]¹, in accordance with the terms and conditions stipulated in the EOI.
2. We have examined in detail and have understood the terms and conditions stipulated for qualification of the Applicants in the EOI issued by the NMCG. We agree and undertake to abide by all these terms and conditions. We acknowledge and agree to submission of an unconditional Application.
3. We acknowledge that the NMCG will be relying on the information provided in the Application and the documents accompanying such Application for selection of the Applicant for empanelment, and we certify that all information provided in the Application and Annexures is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
4. The information submitted with respect to our qualification criteria is complete, and strictly as per the requirements stipulated in the EOI. We would be solely responsible for any errors or omissions in our Application.
5. We shall make available to NMCG any additional information it may find necessary or require to supplement or authenticate the Application.
6. We acknowledge the right of NMCG to reject our Application without assigning any reason or otherwise and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. We acknowledge the right of the to not empanel us without assigning any reason or otherwise and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.
8. We certify that in the 3 Financial Years immediately preceding the Application Due Date, we or our Associates have not been affected by any of the following circumstances:

¹ To be deleted for a single entity Application.

- (i) failure to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against us or our Associates;
 - (ii) expulsion from any project or contract by any government;
 - (iii) termination of a contract by any government and, or its instrumentalities for breach by us or our Associates;
 - (iv) having been categorized as a willful defaulter in accordance with Applicable Laws;
 - (v) being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver;
 - (vi) having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended; or
 - (vii) having being convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
 - (a) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against us or any of our directors, partners, trustees, officers or managers; or
 - (b) resulted in the permanent or temporary suspension of our rights to provide any service or carry on any type of business or operations.
9. We certify that we or our Associates have not been barred by GoI, any state government or their instrumentalities from participating in any project or being awarded any contract and no such bar subsists on the Application Due Date.
10. We declare that:
- (a) we have examined and have no reservations to the EOI and do not seek any deviations to the EOI, including any Addendum issued if any by NMCG;
 - (b) we do not have any Conflict of Interest in accordance with Clauses 3.3 of the EOI;
 - (c) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 3.4 of the EOI, in respect of any tender or request for proposal issued by or any agreement entered into with the or NMCG; and
 - (d) we hereby certify that we have taken steps to ensure that in conformity with the provisions of the EOI and submission of the Application, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
11. We understand that NMCG may cancel the Application Process at any time and that the is neither bound to accept any Application that it may receive nor to invite the Applicants to submit an Application for empanelment without incurring any liability to the Applicants, in accordance with Clause 7 of the EOI.
12. The [Applicant/ Consortium of which we are the Lead Consortium Member (*strike out whichever is not applicable*),] satisfies the legal requirements and in our opinion by itself/along with its Members and Associates meets all the Qualification Criteria and eligibility criteria laid down in the EOI.
13. We declare that we and our Associates are not submitting separate Applications.
14. We declare that we are not submitting more than 1 Application for the Project.

15. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project.
16. We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the state or convicted by a court of law.
17. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/employees, which could have a material adverse effect on our ability to undertake the Project.
18. We undertake that in case due to any change in facts or circumstances during the Application Process, we attract the provisions of disqualification in terms of the provisions of the EOI, we shall inform NMCG of the same immediately.
19. We agree and undertake to abide by all the terms and conditions of the EOI.
20. Our Application shall remain valid for a period of not less than 180 days from the Application Due Date.

For and on behalf of :
Signature :
(Authorised Representative and Signatory)

Name of the Person :
Designation :

**ANNEXURE 1B
DESCRIPTION OF THE APPLICANT**

1. (a) Name:
- (b) Country of incorporation:
- (c) Principal Address:
- (d) Date of incorporation and/or commencement of business:
2. Brief description of the Applicant including details of its main lines of business: [*Note. Such description shall not exceed 5 type-written pages.*]
3. Details of individual(s) who will serve as the point of contact/communication for and NMCG:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-mail Address:
 - (f) Fax Number:
4. In case of a Consortium:
 - (a) The information above (1-3) should be provided for all the Members of the Consortium.
 - (b) Additional information regarding each Member of the Consortium should be provided as per table below:

S. No.	Name of Member	Proposed role
1.		
2.		
3.		

ANNEXURE 1C
FORMAT OF POWER OF ATTORNEY AUTHORISING THE SIGNATORY OF THE APPLICATION

(on Stamp Paper)

Know all men by these presents, We (*name of the Company and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorize 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 Application for empanelment for sewage sludge recycling/reuse under circular economy in National Mission for Clean Ganga (NMCG), including but not limited to signing and submission of all Application documents and other documents and writings, participate in meetings and other conferences and providing information/responses to NMCG, representing us in all matters before the and NMCG, signing and execution of all undertakings consequent to acceptance of our Application, and generally dealing with the NMCG in all matters in connection with or relating to or arising out of our Application for empanelment.

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.....

For

.....
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)
Accepted
.....

(Signature)

(Name, Title and Address of the Attorney)

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 Applicant 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 Applicant.*

ANNEXURE 1D

FORMAT OF CERTIFICATE FROM THE STATUTORY AUDITOR FOR NET WORTH AND COMPLIANCE WITH OTHER FINANCIAL QUALIFICATION CRITERIA

(On the letter head of the statutory auditor)

Based on the books of accounts of (*insert name of the Applicant/Member*) (**Applicant/Member**) and other published information authenticated by it, this is to certify that:

- (a) As on (*insert date*), the Applicant's/Member's Net Worth is Rs..... (Rupees).

Further, the annual Net Worth as per the balance sheets of past 3 Financial Years (including the above) exceeds Rs. 10,00,00,000 (Rupees One Crore) and Financial Turnover exceeds Rs 50000000(Rs Five Crore). The details are provided below:

Financial Year	Net Worth (Rs. Crore)	Turnover (Rs Crore)
Financial Year []		
Financial Year []		
Financial Year []		

The Net Worth has been calculated in accordance with the terms set out in the Expression of Interest (**EOI**) issued NMCG on [*insert date*].

- (b) The Applicant/Member is not affected by and has not been affected by any of the following events, conditions or circumstances in the 3 Financial Years preceding the Application Due Date:
- (i) having been categorized as a willful defaulter in accordance with Applicable Laws;
 - (ii) being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver;
 - (iii) having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended; or
 - (iv) having being convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
 - (i) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Applicant/Member or any of our directors, partners, trustees, officers or managers; or
 - (ii) resulted in the permanent or temporary suspension of our rights to provide any service or carry on any type of business or operations.

Name of the auditor:

Seal of the auditor:

Signature:
Name:
Membership Number:
Designation:
Date:

ANNEXURE 1E
PART I
FORMAT OF DETAILS OF THE ELGIBLE SLUDGE BUSINESS MODELS IN SLUDGE
RECYCLING

Item	Details of the Project
Entity claiming experience	
Installed Capacity in Metric Tons of the project and technology	
Actual production in Metric Tons	
Sale in Metric Tons	
Mode of development(Private Business/PPP/EPC/Government funded with O &M support)	
Details of end product and market for the output.	
If the project is fully funded by government then Entity for which project was developed/designed and constructed	
Project /investment Cost	
Location	
Date of award, completion/ commissioning of project/Status of project	
Whether credit is being taken for the experience of an Associate (Yes/No)	
In case of development experience, shareholding in the company developing and owning the project	
Confirmation that the plant is currently operational	

Instructions: All above claims shall be substantiated with necessary documentary evidences and/or certificates issued by competent authority.

ANNEXURE 1G
FORMAT OF SELF-ATTESTED CERTIFICATE REGARDING ASSOCIATE

Self-Attested Certificate regarding Associate

Based on the authenticated record of [*Insert name of the Company*], this is to certify that [more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Applicant/Member/ Associate) is held, directly or indirectly, by (name of Applicant/Member/Associate)

By virtue of the aforesaid, the latter exercises control over the former, who is an Associate.]

[..... (name of Applicant/Member/Associate) has the power, directly or indirectly, to direct or influence the management and policies of (Applicant/Member) by operation of law, contract or otherwise]. By virtue of the aforesaid, the former exercises control over the latter, who is an Associate.]

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/Member and the Associate. In the event the Associate is under common Control with the Associate/Consortium Member or the Control is exercised by operation of law, the relationship may be suitably described and similarly certified herein. }

Name of the Applicant/Member:

Seal of the Applicant/Member:

(Signature, name and designation of the authorized signatory).

Date:

ANNEXURE 1H
FORMAT OF INFORMATION ON LITIGATION

(To be provided by the Applicant/each Member)

S. No.	Name	Forum and Counterparty	Brief Description of the matter	Estimated financial liability	Current Status of Litigation	Orders passed against the Applicant/Member

ANNEXURE 1 (I)
FORMAT OF POWER OF ATTORNEY FOR APPOINTING LEAD MEMBER
(On Requisite Stamp Paper)

Whereas the NMCG has invited Applications from interested parties for the **empanelment of agencies for recycle/reuse of sewage sludge under circular economy.**

Whereas,,, and (collectively, the **Consortium**) being Members of the Consortium are interested in submitting a Application for the empanelment in accordance with the terms and conditions of the Expression of Interest (**EOI**) issued by the on [Insert Date], 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 Application for the Project and its implementation.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, 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 Application Process and, , 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 Application to NMCG, including but not limited to signing and submission of all Application related documents and other documents and writings, participate in Applicants and other conferences, respond to queries, submit information/documents, sign and execute undertakings consequent to acceptance of the Application of the Consortium and generally to represent the Consortium in all its dealings with and the National Mission for Clean Ganga, 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 Application for the Project and/or upon award of the Project and/or till the Concession Agreement is entered into with the and the National Mission for Clean Ganga.

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.....

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

- 1.
- 2.

.....

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

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

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) *Also, wherever required, the Applicant 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 Applicant.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by the Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*