



**MUNICIPAL CORPORATION OF DELHI
OFFICE OF THE EXECUTIVE ENGINEER (WtE)
GATE NO. 09, ROOM NO.22, DR. AMBEDKAR STADIUM,
DELHI GATE, NEW DELHI - 110002**



NIT No. EE (WtE)/MCD/2024-25/03

Date: - 20.11.2024

Published Date	20.11.2024
Submission of queries by the prospective Bidders	27.11.2024
Pre-bid Meeting	29.11.2024 3:00 PM
Reply to pre-bid queries	04.12.2024
Bid Submission start date	05.12.2024 11:00 AM
Document Download / Sale End date	13.12.2024 3:00 PM
Bid Submission End date	13.12.2024 3:00 PM
Bid Opening date	13.12.2024 3:05 PM
Financial bid opening date	To be decided later

Tender No./ID:-

For download of RFP document: please refer www.mcdonline.nic.in & <https://etenders.gov.in/eprocure/app>.

Executive Engineer (WtE), on behalf of the Commissioner, MCD invites only online Request for Proposal on Double Bid system viz. (i) Technical Bid and (ii) Financial Bid, from the experienced agencies/organizations in the form of a registered/un-registered firms / agencies for the under mentioned work.

Name of work:- Operation & Maintenance of Engineered Sanitary Landfill Site (E-SLF) and a 100 KLD Leachate Treatment Plant (LTP) for Municipal Corporation of Delhi at Tehkhand, Okhla, Delhi.

Cost of Tender document: Rs.5,000/- (Non-refundable)

Earnest Money:- Rs. 10,00,000/-

For the payment of Tender cost and Earnest money the same has to be deposited online before the closing of online bid.

Pre-Bid Discussions:-

MCD shall hold a pre-bid meeting with the prospective bidders on 29.11.2024 at 03:00 PM in Conference Hall, 19th Floor, E-1 Block, Dr. S.P.M. Civic Centre, JLN Marg, New Delhi-110002. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach at the address given below by post or email **on or before 27.11.2024:-**

**OFFICE OF THE EXECUTIVE ENGINEER (WtE)
GATE NO. 09, ROOM NO.22,
DR. AMBEDKAR STADIUM,
DELHI GATE, NEW DELHI - 110002
Email ID: eewtetechkhandsdmc@gmail.com**

[Signature]
20.11.24

Ex. Engineer (WtE)

-All concerned & Notice Board

Copy to:

1. AO(IT) with the request to upload on website

Request for Proposal

**Selection of Bidder for
Operation & Maintenance of Engineered Sanitary Landfill Site
(E-SLF) and a 100 KLD Leachate Treatment Plant (LTP) for
Municipal Corporation of Delhi at Tehkhand, Okhla, Delhi**



Issued by

Municipal Corporation of Delhi

Room No. 22, Gate No.9, Ambedkar Stadium,

Delhi Gate, New Delhi- 110002

Email: ewteteikhandsdmc@gmail.com

DISCLAIMER

The information contained in this Request for Proposal (the “**RFP**”) document or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of Municipal Corporation of Delhi (“**Authority**”), is provided to Bidder 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 is neither an offer nor invitation by Authority to the prospective Bidder or any other person. The purpose of this RFP is to provide interested firms with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Information provided in this RFP to the Bidder is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that Authority is bound to select a Bidder or to appoint the Selected Bidder for the Works and Authority, reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and Authority, shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

I. Bid Data

S. No.	Particulars	Data
1.	Cost of Bid Document	INR 5,000/-
2.	EMD	INR 10,00,000/-
3.	Pre-bid meeting date and time	29.11.2024 at 3:00 PM, 19 th Floor, E-1 Block, Dr. S.P.M. Civic Centre, JLN Marg, New Delhi – 110002
4.	Key dates	Authorities response to queries : 04.12.2024 Bid Start date: 05.12.2024 11:00 AM Bid End date: 13.12.2024 03:00 PM Technical Bid Opening: 13.12.2024 03:05 PM Financial Bid Opening: Will be decided later
5.	Performance Bank Guarantee	The PBG shall be 5% of the Contract Value and it shall be valid till the expiry of 06 months after the project completion.
6.	Bid Validity Period	180 Days from the due date of Bidding
7.	Eligible Bidder for Bidding	Individual Bidder/Consortium/JV (Maximum 3 members)
9.	Method of Bid Submission	Online Submission - Technical & Financial Bid
10.	Project Duration	36 months from date of signing of agreement including mobilization period.

** Note: The project can be further increased upto 12 months depending upon the performance of contractor and capacity utilized till the date.*

II. All the correspondence should be in written, the written correspondence may be sent through mail, fax or letter. All the communication and the bid submission should be addressed to the undersigned on the address below:

To,
Executive Engineer (WtE),
Municipal Corporation of Delhi,
Gate no. 9, Room no. 22, Dr. Ambedkar Stadium, Delhi Gate,
New Delhi – 110002.
Email ID- eewteteckhandsdmc@gmail.com

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DEFINITIONS

Engineered Sanitary Landfill site (E-SLF)	Site selected for Operation & Maintenance of Engineered Sanitary Landfill Site (E-SLF) and a 100 KLD Leachate Treatment Plant (LTP) for Municipal Corporation of Delhi at Tehkhand, Okhla, Delhi within the jurisdiction of MCD.
Agency or Successful Bidder	Shall mean the Company/ Agency/Firm/Institution, whose bid/tender has been accepted for Operation & Maintenance of E-SLF and a 100 KLD Leachate Treatment Plant in Tehkhand Okhla and it includes its legal heirs, representatives, administrators, successors and permitted assigns.
Agreement	Shall mean the Agreement to be signed by and between the MCD and the Agency (Successful Bidder) for providing Services in pursuance to this RFP process.
Bidder	Shall mean company/agency/firm/institution which submits its bids under this RFP.
Authority / MCD	Shall mean Municipal Corporation of Delhi
Engineer in charge/ Nodal Officer	Shall mean MCD or its authorized representative If there is any dispute between the parties about interpretation of any term, any clause or any other issue regarding this RFP or Agreement in pursuance of this RFP as well as during operation and maintenance period, the matter will be referred to Nodal Officer and the decision given by him/her would be binding on both the parties. All the disputes / court cases shall be subjected to jurisdiction of appropriate courts in Delhi only.
Effective Date	Shall mean the date from which the Agreement in pursuance to this RFP process comes into force.
Party	Shall mean any party to the Agreement under this RFP process and “Parties” shall mean both the parties to the Agreement.
Successful Bidder Personnel	Shall mean and include all the employees, agents of Successful Bidder who may be engaged by the Successful Bidder (directly or indirectly) for providing the Services under the Agreement in pursuance to this RFP process.

ABBREVIATIONS

RFP	Request For Proposal
MCD	Municipal Corporation of Delhi
SWM	Solid Waste Management
E-SLF	Engineered Sanitary Landfill
LTP	Leachate Treatment Plant
WB	Weighbridge
KLD	Kilo liter per day
PBG	Performance Bank Guarantee
CTO	Consent to Operate
EMD	Earnest Money Deposit
GST	Goods and Service Tax
LoA	Letter of Award
FY	Financial Year
O&M	Operation and Maintenance
MT	Metric Tonne
DPCC	Delhi Pollution Control Committee
CPCB	Central Pollution Control Board
NGT	National Green Tribunal
ETP	Effluent Treatment Plant

1. Introduction

1.1 Background

The Engineered Landfill project at Tehkhand Okhla represents a cornerstone in the environmentally sustainable waste management strategy of the Municipal Corporation of Delhi. This landfill is specifically designed for the systematic and scientific disposal of ash, a byproduct of burning MSW in the Waste to Energy plant. The project aims to contribute to Waste reduction and sustainable disposal of residue generated from WtE plants. This advanced landfill spans 15 acres of area with an average depth of 7-8 meters surrounded by peripheral Embankment and has been meticulously constructed for the scientific disposal of Ash.

The Municipal Corporation of Delhi (MCD) herein after referred to as “the authority” invites qualified and experienced contractors to submit proposals for the Work of “Operation & Maintenance of Engineered Sanitary Landfill Site (E-SLF) and a 100 KLD Leachate Treatment Plant (LTP) for Municipal Corporation of Delhi at Tehkhand, Okhla, Delhi” The period of appointment will be 3 years. Bids from suitable bidders / service providers will be evaluated according to the set criteria as set out in this document.

Area Details of Project Site

	Description	Area (Acres)
1.	Sanitary Landfill footprint Area	15.46
2.	Area for leachate collection & treatment	0.49
3.	Area for 15 wide green belt near WTE	1.00
4.	Area for 30 wide green belt and boundary	5.20
5.	Internal roads (Width - 18,9,4m)	1.8

1.2 Structure of the Bid Document

The Bid Document is structured in the following manner with sufficient information:

1.3 Request for Proposal

1. Introduction
2. Instruction to Bidders
3. Preparation of Bids
4. Submission of Bids
5. Technical and Financial Bid Evaluation
6. Fraud and Corrupt Practices
7. Payment Schedule
8. Force Majeure
9. Termination
10. Dispute Resolution
11. Time & Extension of delay
12. Authorized representatives
13. Warranty for the work
14. Applicable laws
15. Foreclosure of contract due to abandonment or reduction in scope of work
16. Recovery of Security Deposit
17. Labour laws to be complied by the bidder

18. Miscellaneous
19. Forms for Bid Submission
20. Scope of Work(TORs)

2. Instruction to Bidder

2.1 Scope of Bid

The Authority invites bids for the work (herein after referred to as "**the Works**") of "Operation & Maintenance of Engineered Sanitary Landfill Site (E-SLF) and a 100 KLD Leachate Treatment Plant (LTP) for Municipal Corporation of Delhi at Tehkhand, Okhla, Delhi" detailed in this bid document. The successful bidder will be expected to execute the works in line with SWM Rules 2016, CPCB guidelines, DPCC conditions and all prevailing norms.

2.2 Checklist of documents as Pre-qualification Criteria for Eligible Bidder

S. No.	Criteria	Document required
1.	The Bidder should be a firm incorporated in India under the Indian Companies Act 1956/2013 or a company incorporated under equivalent law in India or abroad and operating from at least last five (05) complete Financial Years	Certificate of Incorporation in case of company alongwith Articles of Association and Memorandum of Association
2.	In case of partnership firm	The bidder needs to submit copy of Registered Deed of Partnership
3.	In case of sole proprietorship	Bidder needs to submit Certificate of Enlistment
4.	In case of Consortium/JV	A. A formal letter of intent to enter into an agreement should be produced B. In case of Consortium/JV, a Consortium/JV agreement should be produced (Form 4) C. Members of the Consortium/JV should be incorporated in India and operating for at least last five complete Financial Years. The Lead member should have a stake of at least 51% and will be held responsible in all respect for execution of the mentioned work
5.	Parent company/subsidiary guarantee	Every bidding entity, whether Indian National or Foreign companies (i.e. 100% wholly owned subsidiary incorporated in India in accordance with India Companies Act, 2013) that shall participate in the RFP have to submit the Parent company/subsidiary guarantee as per Form-14 & 15. However, in case of foreign companies, the bid documents including registration, certificate of incorporation, eligibility documents, experience letters, etc. related to overseas and/or scripted in language other than English, need to be translated in to English Language. Further, all the documents need to be legalized / vetted / authenticated by Indian embassy of that particular country.

6.	Power of Attorney for mentioning authorized signatories	<p>A notarized Power of Attorney issued on Non-Judicial Paper (Form 3);</p> <p style="text-align: center;">OR</p> <p>A company Board Resolution mentioning the names of the authorized signatories</p> <p>In case of Consortium/JV all the members should submit a Power of attorney mentioning the Lead member as the authorized signatory for this tender.</p>
7.	<p>Should have handled, during preceding five (5) financial years prior to the due date of this bid submission, following works:</p> <p>Have experience of Construction/ Installation of at least 1 (one) Engineered landfill and a Leachate Treatment Plant/ Effluent Treatment Plant/Sewage Treatment Plant of minimum capacity 30 KLD.</p> <p style="text-align: center;">OR</p> <p>Have experience of Construction/ installation of at least 1 (one) E-SLF and 2 (two) LTP/ ETP/STP of minimum capacity 20 KLD.</p> <p style="text-align: center;">OR</p> <p>Have experience in Operation and Maintenance of atleast 1 (one) E-SLF and a LTP/ ETP/STP of minimum capacity of 30 KLD at least for 2 (two) years.</p> <p style="text-align: center;">OR</p> <p>Have experience in Operation and Maintenance of least 1 (one) E-SLF and 2 (two) LTP/ ETP/STP of minimum capacity 20 KLD at least for 2 (two) years.</p>	<p>Bidders Kindly Note:</p> <p>A. Bidders need to submit Credential Certificates in support of the Technical Experience. It may include a “Certificate of Successful Completion” for completed projects and/or “Satisfactory Working Certificate” for ongoing work to evaluate the working capacity and quality of the bidder.</p> <p>B. Credential Certificates issued by the Executive Engineer or equivalent or competent authority of a State/Central Government, State Central Government undertaking, Statutory/ Autonomous bodies constituted by the Central/State stature, shall be considered for evaluation.</p> <p>C. Bids without requisite Credentials Certificates shall not be considered for evaluation</p> <p>D. Bidder has to submit the Credentials of only those projects, in which he had worked or is engaged (in case of ongoing projects) as primary or key- contractor. Any certificate submitted by the Bidder, working as sub-contractor, shall not be considered for evaluation.</p> <p>E. If the projects have been executed as Consortium/JV then proper legal documents should be submitted mentioning the bidder was a partner of the venture and not a sub-bidder.</p> <p>In case of Consortium, all the members in combined or any member of the Consortium/JV should meet this criterion.</p>
8.	The Bidder should have an Average Annual Turnover of INR 1,50,00,000/- in last 3 financial years (FY 2021-22, FY 2022-23 and FY 2023-24)	<p>Copies of Balance Sheets and Profit & Loss Statements endorsed by the Statutory Auditor of the bidder for the last 3 financial years</p> <p>In case of Consortium, all the members in combined or any member of the Consortium/JV should meet this criterion.</p>

9.	The bidder should have a Net Worth of not less than INR 50,00,000/- in the preceding financial year (FY 2023-24)	Copy of the Certificate issued from a certified Chartered Accountant, not older than six (6) months from the date of submission of this RFP document. In case of Consortium, all the members in combined or any member of the Consortium/JV should meet this criterion.
10.	The bidder in case of single entity or any member in case of JV/ Consortium, should not be blacklisted/ debarred/ terminated of contract by any Government/ Government Board/ Corporation Company/ Statutory Board/ PSU company/ Non- Government/ Government of any sovereign countries/ Private agencies and Funding agencies in the last 3 years.	An undertaking on Non-Judicial Stamp Paper stating the same, dated on or after the ‘RFP Download Start Date (Online)’, must be submitted, stating the Bidder is Not Blacklisted, debarred or terminated due to unsatisfactory performance or Bankruptcy. In case of Consortium/JV all members should submit the undertaking.
11.	Valid Scanned Copies of the statutory documents	A. Trade License/Certificate of Enlistment, B. PAN Card, C. Professional Tax Registration Certificate and D. Goods and Service Tax (GST) registration certificate mentioning the 15-digit Goods and Service Tax Payer Identification Number under the GST Act 2017 and subsequent amendments. E. Income Tax Return Certificate for the Financial Years FY 2021-22, FY 2022-23 and FY 2023-24 In case of Consortium/JV all members should submit the required documents.
12.	The bidder should have a Registered Office in India	Documentary Proof of having a registered office in India. In case of Consortium/JV the Lead member should submit Documentary Proof of having a registered office in India.
13.	Covering Letter as per format	Duly signed Form 1. In case of Consortium/JV the Lead member should submit on their letterhead.
Bidder should note: In Case any document is not required in any particular state, the bidder should provide an undertaking on its company letterhead duly signed by the authorized signatories mentioning it is not applicable in that particular state for its business.		

2.3 Other Criteria

1. Consortium/JV is allowed as per the rules and regulations of Government of India, subject to a maximum of 3 members. A Consortium/JV bid will be considered in the name of the lead partner, registered agreement (named as Consortium/JV Agreement as per Form 4) signed by all the members should be furnished along with the bid
2. All members of the Consortium/JV should have joint and several liabilities for execution of the project. The Consortium/JV should share copy of the work sharing bipartite/ tripartite (depending upon the number of Consortium/JV members) agreement, clearly specifying work share of each Consortium/JV member, along with the technical bid, dated on or after the RFP download start date
3. It should be stated in the Consortium/JV Agreement the name of the Lead member. Lead member should be having more than **51% equity stake** in the Consortium/JV and will be responsible on behalf of the Consortium/JV in all matters related to the project. Other members should be having at least **10% equity stake** in the Consortium/JV. The percentage stake of other members should also be stated in the Consortium/JV agreement.
4. In Case of any failures the Lead member will be responsible to compensate the liquidated damages and penalties to Authority in addition to all matters related to the project. The Lead Member of the Consortium/JV must be registered and/or incorporated under appropriate laws of India
5. The Consortium/JV Agreement must clearly spell out the identity of the lead member, the proportion of financial involvement of the respective members and must state unequivocally that an action by the lead member will bind all the other members, jointly and severally, irrespective of their respective financial involvements in the Consortium/JV. An attested true copy of a legally binding Consortium/JV Agreement must be submitted along with the technical bid
6. It should be clearly mentioned in the Consortium/JV agreement that if any Consortium/JV gets selected as the successful bidder then none of the members can exit the Consortium/JV or get replaced till the project is completed. Any deviation or violation on part of the successful Consortium/JV will cause it to forfeit the Performance Security Deposit.
7. In case any change in the membership of the Consortium/JV is required to be made by the members of the Consortium/JV, the same shall be done with the prior consent of Authority subject to the conditions as may be stipulated by the MCD in this regard.
8. The Bidder or any member of the Consortium/JV should not be blacklisted/ debarred/ terminated of contract by any Government/ Government Board/ Corporation Company/ Statutory Board/ PSU company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding agencies in the last 3 years. An undertaking towards the same must be submitted by all members of the Consortium/JV dated on or after the RFP download start date.
9. The Bidder should have an Average Annual Turnover of INR 1,50,00,000/- Only in the last 3 financial years (FY 2021-22, FY 2022-23 and FY 2023-24). Balance Sheets and Profit & Loss Statements for the 3 Financial Years, as mentioned above, must be submitted. Also, a certificate from the auditor must be submitted clearly mentioning the annual turnover for the 3 Financial Years as mentioned above (Form 5). In case of a Consortium/JV, all members of the Consortium/Joint Venture, are allowed to jointly fulfill this criterion.
10. The Bidder should have a Net Worth of not less than INR 50,00,000/- in the preceding financial year (FY 2023.24) (Form 5). In case of a Consortium/JV, all members of the Consortium/Joint Venture, are allowed to jointly fulfill this criterion.

11. The Bidder or any member of the Consortium/JV (in case of Consortium/JV) should have the necessary credentials as mentioned in the eligibility criteria (even for technical evaluation).
12. Bidder or Bidder's Parent Company or Subsidiaries must satisfy the qualification criteria described below:

“A parent company is company that owns 100% of the outstanding voting stock in another company (second company) and controls management and operation of the second company by influencing or electing its board of directors; the second company being deemed a subsidiary of the parent company”. Under the definition of a ‘parent company’, a bidder that is a subsidiary can have only one parent company. ‘Bidders’ using the contractual experience of the Parent Company or Subsidiaries must satisfy the criteria stated below for the Parent Company or Subsidiary. A failure to meet this criterion shall result in rejection of the bid. A failure to furnish the Parent Company Guarantee (Form 14) or the Subsidiary Company Guarantee(s) (Form 15) as appropriate, shall result in the rejection of the tender.
13. Copies of the Work Order/ Agreement/ Contract Copy and Work Completion Certificates between the participating bidder and the client, must be submitted to fulfill the eligibility criterion.
14. The Bidder or in case of JV, any of its JV members should have their well-established office within Delhi-NCR. However, if the bidder/JV is not Delhi-NCR based and they happen to succeed in the bid, then they should open such office within 2 months of the receipt of the LOA/ work order.

2.4 Technical Capacity

For demonstrating technical capacity (“the **technical capacity**”), the bidder has to comply with **all** of the following conditions:

- i. Have experience of Construction/ Installation of at least 1 (one) Engineered landfill and a Leachate Treatment Plant/ Effluent Treatment Plant/Sewage Treatment Plant of minimum capacity 30 KLD during last 5 years prior to the date of issue of the Tender notice.

OR

Have experience of Construction/ installation of at least 1 (one) E-SLF and 2 (two) LTP/ ETP/STP of minimum capacity 20 KLD during last 5 years prior to the date of issue of the Tender notice.

OR

Have experience in Operation and Maintenance of atleast 1 (one) E-SLF and a LTP/ ETP/STP of minimum capacity of 30 KLD at least for 2 (two) years during last 5 years prior to the date of issue of the Tender notice.

OR

Have experience in Operation and Maintenance of least 1 (one) E-SLF and 2 (two) LTP/ ETP/STP of minimum capacity 20 KLD at least for 2 (two) years during last 5 years prior to the date of issue of the Tender notice.

- ii. In case an eligible project for assessing “the technical capacity” has been jointly executed by the Bidder (as part of a Consortium/JV), then the entity claiming such eligibility should satisfy both of below conditions:

- a. Have held minimum 26% share in the project for which the experience is being claimed. The claiming entity shall produce proof of percentage shareholding in the project for which experience is being claimed.
 - b. The project for which experience is being claimed shall be qualified as “eligible project” for the technical capacity only, if the claiming entity have carried out relevant work or delivered similar services, which satisfies the requirement laid down in pre-qualification criteria. In support of this, the bidder needs to submit the suitable documents in proof of relevant work done or similar services delivered, such as JV agreement, etc.
- iii. The eligible projects claiming “the Technical Capacity” should have been awarded by any Local Body/ any Government / Semi-Government Organizations / Public Sector Undertakings in India with direct contract with them. For completed projects, completion certificate from the ULB, signed by executive engineer or equivalent or authorized signatory shall be submitted along with the bid. For ongoing projects, the payment certificate or running bills (with mentioned of quantity), duly certified by an official not below the grade of executive engineer/finance officer or equivalent, should be furnished.

2.5 Financial Capacity

For demonstrating the financial capacity (“the **Financial Capacity**”), the bidder has to comply with each of the following conditions:

- i. Minimum average turnover of INR 1,50,00,000/- (INR One Crore Fifty Lacs Only) in the preceding 3 financial years as mentioned in clause 2.2 of this document;
- ii. Should have a Net Worth of at least INR 50,00,000/- (INR Fifty Lacs Only) in the preceding financial year (FY 2023-24) or solvency of amount Rs. 2,00,00,000/-

For the purposes defining the Net Worth, the net worth (the “**Net Worth**”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

2.6 One bid per Bidder

A Bidder is eligible to submit only one Bid for the Project in entire bidding process either individually or as a member of any one Consortium/JV. Applicant/Bidder shall not be entitled to submit another bid either individually or as a member of any other Consortium/JV, as the case may be.

2.7 Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.8 Site Visit and verification of Information

Prior to submitting the Proposal, the Bidders are advised to visit and examine the projectsite and its surroundings, obtain and ascertain for themselves all technical data, and other information necessary for preparing their Proposal (bid) including carrying out necessary technical surveys, field

investigations, assets condition assessment etc. at its own cost and risk. Bidders are encouraged to submit their respective Bids after visiting the Project site/area to ascertain the ground situation, coverage, quality of assets or any other matter considered relevant by them. The Bidders shall be deemed to have full knowledge of the site conditions, whether physically inspected or not, if Bidder submits a Proposal for this project.

For the above purpose, the Bidders may approach the Authority for assistance during any site visit. The Bidders shall be responsible for all arrangements and shall release and indemnify the Authority and /or any of its agencies/consultants/advisors from and against all liability in respect here of and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen due to this RFP.

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

- i. Made a complete and careful examination of the Bidding Documents;
- ii. Received all relevant information;
- iii. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by the Authority and shall not be a basis for any claim for compensation, damages, extension of time of performance of its obligations, loss of profit etc. from the Authority, or a ground for termination of the Contract Agreement;
- iv. Satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;

2.9 Pre-Bid Meeting

The bidders or their official representatives are invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The date, time and address of the Pre-bid meeting shall be as specified in the bid datasheet.

Bidders requiring any clarification on the bidding documents or questions on any matter that may be raised at that stage, may send their queries in written, addressed to contact person as mentioned in the Bid Data Sheet, latest by one day before the pre-bid meeting date mentioned in the bid data sheet. The responses of the Authority will be uploaded only on the Website www.etenders.gov.in/e procure/app shall not be communicated separately to the bidders.

The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification which will have material adverse effect on the bidding outcome.

The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment in the Bidding Document

At any time prior to the deadline for submission of proposals, the Authority may amend the RFP documents, including any contractual document, by issuing an Addendum.

Any Addendum thus issued shall be part of the RFP documents and shall be published on the website www.etenders.gov.in/eprocure/app Authority may communicate in writing by mail or by fax to all short-listed Bidders to whom the RFP documents are issued.

The Authority bears no obligation for any bidder not receiving the information of the addendum issued to this RFP for any reason whatsoever.

2.11 Conflict of Interest

A Bidder shall not have the conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit an appropriate EMD or Performance Security (the 3% of Contract Value will be the value of performance security – Refer to Form -12 of the RFP), as the case may be. Without limiting the generality of the above, a Bidder shall be considered to have a ‘conflict of interest’ that affects the ‘Bidding Process’, if:

- i. Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest;
OR
- ii. A constituent of such Bidder is also a constituent of another Bidder;
OR
- iii. Such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder;
OR
- iv. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder;
OR
- v. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Bid of either or each of the other Bidder.

A Bidder shall be liable for disqualification and forfeiture of EMD or Performance Security and termination of contract as the case may be, if a conflict of interest on part of Bidder is discovered by the Authority (i) during the Bidding Process, or (ii) subsequent to the issue of letter of award (LoA) or (iii) subsequent to the execution of the Contract Agreement.

3. Preparation of Bids

3.1 General Guidelines for Participation in e-Tendering

3.1.1 Registration of Bidders on e-tendering system.

All the bidders must register on the website www.etenders.gov.in/eprocure/app User- id/Bidder- id and password will be provided to the bidders on their registered e-mail id after completing the registration process. After signing-in through the user-id/Bidder-id the bidder can download the bidding document and participate in further bidding process. For more details on the e-tendering procedure the bidders may refer the information provided on the website www.etenders.gov.in/eprocure/app.

3.1.2 Digital Certificate

The bids submitted online should be signed electronically with Digital Certificate to establish the identity of the bidder submitting the bid online. For more details on the process of getting digital certificate and signing the bid document through digital certificate the bidders are advised to refer the information provided on the e-tender website.

3.1.3 Key Dates

The bidders are strictly advised to follow the time schedule (Key dates) of the bid from their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage of the bid as set by the Authority.

3.1.4 Tender Evaluation Committee

The Tender Evaluation Committee will open the Technical Bid and the Financial Bid to conduct an evaluation Cost Based Selection process. The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect.

3.1.5 Preparation and Submission of Bids

The bidders have to prepare their bid online, encrypt their bid data in the Bid forms and submit Bid of all the envelopes and documents related to the Bid required to be up loaded as per the time schedule mentioned in the key dates provided in this RFP document after signing of the same by the Digital Signature of their authorized representatives.

Note:

- i. Bidders are requested to visit e-tendering website regularly for any clarifications and/or due date extension or corrigendum.*
- ii. Bidder must positively complete online e-tendering procedure.*

- iii. *The Authority shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.*
- iv. *In case, due date for submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.*
- v. *The Authority reserves the right for extension of due date of opening of technical bid.*

3.2 Bid Validity Period

The bids shall remain valid for a period specified in the RFP from the due date of bidding as prescribed by the Authority. The validity of the bid can be extended by mutual consent in writing.

3.3 Bid Document Fees

The Bid Document shall be available for download to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates. The bid document can be downloaded free of cost; however, the bidders have to pay Bid document fees, of the amount as mentioned in the bid data sheet, at the time of their online bid submission. The payment for the cost of bid document shall be made online as per the instruction provided on the website.

3.4 Language of Bid

The bid and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Eligible Bidder with the Proposal may be in any other language if they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

3.5 Earnest Money Deposit

The Bidder shall furnish, as part of the Bid, an Earnest Money Deposit (EMD) of the amount as mentioned in bid data sheet of the RFP document. EMD must be submitted by the Bidder in the form of Bank Guarantee from a Scheduled Bank at the time of submission of bid. Please refer to format of Bank Guarantee for EMD as Form-12A, attached at Annexure-A. The same need to be prepared from a Scheduled Bank.

All bidders shall pay EMD as specified above and there is no provision of exemption of EMD. No interest shall be payable on the EMD. The Bidder shall bear the cost relating to providing its EMD. Any Bid not accompanied by the EMD shall be rejected by the Authority as being non-responsive Bid.

The EMD of unsuccessful Bidders will be returned within 30 days of the date of finalization of successful Bidder or signing of the contract agreement with the successful bidder whichever is later. If the Bid is cancelled for any reason whatsoever, the EMD shall be returned to all the bidders within 30 days from the date of such cancellation. The EMD of the successful Bidder will be retained by the Authority and returned after 30 days of signing of contract agreement and furnishing the performance guarantee by the successful bidder. The successful bidder shall ensure that its EMD remains valid during such period.

The EMD will be forfeited if:

- i. Any bidder withdraws its bid during the validity period of the Bid;
- ii. The successful Bidder fails to sign contract agreement or submit performance guarantee, as the case may be.
- iii. The Authority finds out that the bidder has involved in corrupt and fraudulent practice or has

- given any material misrepresentation in its bid knowingly or unknowingly.
- iv. Any other reason thereof mentioned in this bid document.
 - v. The Bidders fails to comply with the Bid process.

4. Submission of Bids

4.1 Online submission of Bids

The bidders must submit their respective bids online, as per the instructions provided on the-tender website. The bidders shall submit their Bids duly completed in all respect on or before the due date of bid sub mission after signing of the same by the Digital Signature of their authorized representatives. The Bid submitted online by the Bidder shall be in the following part:

Part 1: Responsiveness and Technical Bid

Part 2: Price bid

4.2 Bid Due Date

The due date and time of the bid submission is as mentioned below:

_____ at _____ PM

Pre-bid conference: on _____ at _____ AM, 19th Floor, E-1 Block, Dr. S.P.M. Civic Centre, JLN Marg, New Delhi – 110002.

The Online Bid should be submitted on or before the due date of bid submission.

The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum. While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

Authority will publish the Addendum on the website of <http://mcdonline.nic.in> and www.etenders.gov.in/eprocure/app

4.3 Withdrawal, Substitution and Modification of Bids

Bidders can withdraw and modify their respective online submitted bid till the end of the due date of bid submission. The Bidder will not be able to modify a Bid after the due date of submission of this Bids. The bid for which withdrawal request has been received by the Authority after the due date of bidding shall be declined from the bidding process.

In the event of withdrawal of a Bid by the Bidder, after the due date of its submission, the Authority reserves the right to forfeit the EMD of the bidder at its sole discretion.

4.4 Bid Submission

4.4.1 Technical Bid Submission

The checklist of documents to be submitted as a part of technical proposal by the responsive bidders will be as per the following:

Checklist of documents to be submitted for the **responsiveness evaluation** under Technical Bid:

1. This RFP document, with all pages signed by the Authorized Signatory.
2. Power of Attorney or Company Board Resolution establishing the Authorized Signatory.
3. Certificate of Incorporation/ Registered Partnership Deed.

4. Covering Letter (as per Form 1).
5. General Information of the Bidder (as per Form 2).
6. Credentials of the Bidder along with relevant Work Orders, Agreements and Completion/Commissioning Certificates (as per Forms 6 and 7).
7. Financial Capabilities of the Bidder (as per Form 5).
8. Bid security in the form of Bank Guarantee.
9. Undertaking on Non-Judicial Stamp Paper stating the Bidder is Not Blacklisted, Bankrupt and debarred for any unsatisfactory performance.
10. Valid Scanned copies of the following documents:
 - i. Trade License /Certificate of Enlistment.
 - ii. PAN Card.
 - iii. Professional Tax Registration Certificate.
 - iv. Goods and Service Tax (GST) registration certificate mentioning the 15-digit Goods and Service Tax Payer Identification Number under the GST Act 2017 and subsequent amendments.
11. Income Tax Return Certificate for the Financial Years ____, ____ and ____.
12. Others – all documents as mentioned in the table “checklist of documents as pre-qualification criteria” and certificate from the engineer in charge in reference to clause 5.1.
13. Plant and machinery details.
14. Integrity Pact as per form 16

4.4.2 Financial Bid Submission

Financial bid shall be submitted as per the BOQ format given in the financial bid form (Form 13). The bidder shall have to quote rates exclusive of GST and the GST shall be reimbursed as per actuals. No other duties, taxes and levies shall be reimbursed by the authority. Further, the rates quoted should be firm for the entire contract period and no change/ escalation on any account shall be allowed.

Note:

Chapter XXI-Miscellaneous, Section 171(1) of GST Act, 2017 governs the ‘Anti Profiteering Measure’ (APM). As per the provision of this section, ‘Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices’ Accordingly, the contractor should pass on the complete benefit accruing to him on account of reduced tax rate or additional input tax credit, to Authority. Further, all the provisions of GST, Act 2017 and subsequent amendments and from time to time will be applicable to the tender.

5. Technical and Financial Bid Evaluation

5.1 Technical Evaluation

The Bidder must fulfill the “Technical Eligibility Criteria” mentioned above to qualify for evaluation of “Technical Eligibility Criteria”.

MCD may reject a bid and disqualify the bidder from further evaluation process if the bidder fails to fulfill the “Technical Eligibility Criteria”. In absence of any one of the documents required under “Technical Eligibility Criteria”, the offer may be treated as non-responsive & in that case MCD will have the right to decide accordingly.

Upon fulfilling all the “Technical Eligibility Criteria” mentioned above, the bidder is eligible for the next stage of evaluation.

Bidders, who do not full fill “Technical Eligibility Criteria”, shall be declared ineligible for this project and their BoQs shall not be opened for further evaluation.

The Corporation proposes and reserves the rights to visit, one or more project sites listed by the Bidder as their experience to independently verify and satisfy itself about quality of work being performed and certificates filed as part of Bidding Documents. For this purpose, Bidders shall be responsible to organize meetings with their respective clients and taking around Corporation’s team in the Project Area.

5.2 Financial Bid Evaluation

The Financial Bid of the Technically qualified bidders shall be opened. For financial evaluation, the total cost indicated / quoted in the Financial Proposal (Form-13), will be considered.

5.3 Selection of Bidder

The Bidder with the lowest rate (L-1) for the works shall be declared as the selected Bidder.

5.4 Clarifications

To facilitate evaluation of Proposals the Authority may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing. If a Bidder does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal 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.

Bidders are advised that the evaluation of Proposals will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process based on such information.

The Authority reserves the right not to proceed with the Bidding Process at any time without notice and to reject any Proposal without assigning any reasons.

5.5 Confidentiality

The Authority shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. The Authority shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition. Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person, who is not officially concerned with the process or is not a trained professional advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process. Any effort by a Bidder to influence Authority's evaluation of Bids or award decisions will result in the rejection of the Bidder's Bid.

5.6 Award of Contract

The Authority shall notify the successful bidder by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted. The successful Bidder shall acknowledge his acceptance of the LoA issued by the Authority within 7 (seven) days as evidenced by signing and sending a copy of the LoA issued. In the event the duplicate copy of the LoA duly signed by the Authorized signatory of the Selected Bidder is not received within the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit appropriate EMD of such Bidder on account of failure of the Selected Bidder to acknowledge the LoA.

5.7 Performance Security

Prior to the signing of the contract agreement, the successful Bidder shall have to furnish Performance Security to the Authority in the form of bank guarantee ("the Performance Bank Guarantee" (PBG)) issued by a scheduled bank located in India in the format given in Form12, for an amount equivalent to 5% of the Contract Value. The performance security of a Consortium/JV shall be in the name of the Consortium/JV. Failure of the successful bidder to comply with the requirements of this clause, shall constitute a breach of contract, cause for annulment of the award, forfeiture of the EMD, and any such other remedy the Authority may take under the contract.

5.8 Signing of Contract Agreement

The successful bidder shall have to furnish the Performance security as directed above and sign the contract agreement within 15 days of issue of LoA. The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Authority to the Bidder for commencement of work. In the event of failure of the successful bidder to submit Performance Security and or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the Authority for taking any action against the bidder.

5.9 Stamp Duty, Legal Charges and Stationery Charges

The Bidder shall pay stamp duty on the contract and legal & stationery charges for preparation of the contract agreement, as per the applicable rules. The contract agreement shall be adjudicated for payment of stamp duty by successful Bidder on contract, advance or BG as the case may be.

6. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Contract Agreement, the Authority shall reject a Bid, withdraw the LoA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Bidders, as the case may be, if it determines that the Bidder or Contract, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the EMD or Performance Security if found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices.

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

- i. Corrupt Practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Contract Agreement, as the case maybe, any person in respect of any matter relating to the Project or the LoA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- ii. Fraudulent practice means am is representation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii. 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;
- iv. 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
- v. 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.

7. Payment Schedule

7.1 Payment mechanism

The Bidder shall submit to the Authority a statement (“the Running Bill”) on completion of every month, but in no case late than 7th (Seventh) day of the succeeding month or in case the 7th (Seventh) day is a holiday then on the following working day of such month. The statement should include the following details:

- i. Quantity of Ash disposed and Quantity of Leachate Treated along with monthly bill.
- ii. Certificate from the Engineer-in-Charge certifying the work done as per the work plan.

The Bidder shall also submit requisite reports as per requirement of DPCC terms & conditions periodically.

The payments shall be released on monthly basis, subject to the compliances of all the clauses mentioned above and in the scope of work. All the payments shall be made to the agency’s bank account (and in case of JV, in the bank account of JV) after deduction of penalties/fine (if any), utility charges such as electricity bills, etc., or and any other deduction, as applicable.

7.2 Penalty for Non-Compliance

S. No.	Penalty Description	Penalty Amount
1	Non-compliance to SWM Rules 2016 and other Environmental Standards notified by regulatory authorities or as specified in the DPCC terms & conditions.	Rs. 2000/- per incidence per day, till the compliance of the failure is achieved.
2	Non-compliance of Safety Standards, use of Personal Protective Equipment, fire safety, slope stability or non working of pollution control/dust mitigation measures.	Rs. 2000/- per incidence per day, till the compliance of the failure is achieved.
3	Non-compliance against disposal mechanism as prescribed in the scope of work.	Rs. 1000/- per incidence per day, till the compliance of the failure is achieved.
4	Non-provision of Site Facilities as per the work plan, submitted by the Bidder at the start of work and duly approved by the Authority.	Rs. 1000/- per item per day, till the compliance of the failure is achieved
5	Non-function of weighment system due to Technical Problems, in case it is not rectified within 24 hrs.	Rs. 1000/- per incidence per day, till the compliance of the failure is achieved.
6	Tampering of records at weighbridge or submission of manipulated records or any malpractice which will affect quantity & quality of work done.	50% of the value of bills certified for three (03) preceding months from the month of incidence noticed.

#1 All the penalties, mentioned above, shall be in addition to the Penalties/Actions imposed by concerned authorities for non-compliances.

#2 In case of any default on the part of concessionaire / contractor in following / adhering the environment rules / norms / guidelines etc, if any penalty / compensation is imposed due to that by the court, NGT, CPCB, CAQM, DPCC etc or any statutory body, then the same shall be recovered / payable from the concessionaire/ contractor.

7.3 Liquidated Damages

Failure to take possession of the site within 21 days of issuance of the LoA: If the successful bidder fails to take possession of the site within 21 days from the issuance of the LoA by MCD to the successful bidder, the EMD will be forfeited, the bid will stand cancelled and Municipal Corporation of Delhi as per their discretion will have the right to either approach the second most responsive bidder or issue fresh tender for the said work.

Failure to execute the Agreement after issue of Letter of Award: If the successful bidder fails to sign the Agreement in the format shared by Municipal Corporation of Delhi within 15 days of issuance of Letter of Award from Municipal Corporation of Delhi without any valid ground, then the EMD will be forfeited, the bid will stand cancelled and MCD will have the right to either approach the second most responsive bidder or issue fresh tender for the said work.

Not completing tasks as mentioned in the Scope of Work: If the bidder fails to do task as mentioned in the Scope of Work appropriate penalty will be imposed by MCD and if such incomplete tasks are not completed within the stipulated time as mentioned by MCD the contract will be terminated and the EMD and Security submitted by the bidder will be forfeited. MCD will also if the right to debar the bidder.

Delay in replacement of spare parts , machines , labour or any other equipment required for successful execution of the project- If there is an issue a replacement has to be sent within 24 hours . If the replacement is not done a penalty of INR 1,000/- per day will be imposed on the bidder.

8. Force Majeure

Neither MCD nor the bidder will be in breach of the agreement if any total or partial failure by it of its duties and obligations is occasioned by any act of God, fire, floods, terrorist attacks, riots, political strikes or disturbance, stoppage of work due to governmental order/alert. If such reasons continue to prevent performance of either party's duties or obligations for a period of more than ten (10) working days, the parties shall consult together for the purpose of agreeing what action should be taken.

9. Termination

- a) The failure on the part of the successful bidder to perform any of its obligations or comply with any of the terms of this Tender shall constitute an Event of Default on the part of the successful bidder. The events of default as mentioned above may include, inter-alia, the following:
- the successful bidder has failed to perform any instructions or directives issued by the MCD which it deems proper and necessary to execute the scope of work under the tender, or
 - the successful bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by MCD, despite being served with a default notice which laid down the specific deviance on the part of the successful bidder to comply with any stipulations or standards as laid down by MCD; or
 - the successful bidder has failed to conform with any of the specifications as set out in the tender or has failed to adhere to any amended direction, modification or clarification as issued by MCD and which MCD deems proper and necessary for the execution of the scope of work under this tender;
 - There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the successful bidder;
 - The successful bidder or its team has failed to comply with or is in breach or contravention of any applicable laws;

- The successful bidder has failed to comply with any terms and conditions of the this tender;
 - Misrepresentation of facts at any point of time.
- b) In the event of any default by the successful bidder as stated above, MCD will issue a Notice to the bidder in writing setting out specific defaults / deviances / omissions. The successful bidder will need to remedy the default/ deviances / omissions committed within fifteen (15) days of the receipt of the notice to the satisfaction of MCD. In case, the successful bidder fails to remedy the default to the satisfaction of MCD, MCD will be entitled to terminate the Agreement in full or in part. MCD will revoke the Security/EMD, provided by the bidder. MCD will not be required to refund any money received from the bidder.
- c) Upon termination of the Agreement, the MCD also has the right to debar the Agency from participating in future works.
- d) If the project is terminated then MCD will take possession of the project and no compensation will be paid to the bidder.

10. Dispute Resolution

Any dispute, difference or controversy of whatever nature, howsoever, arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, may be raised by either Party by giving a written notice to the other Party (the "Dispute"), which shall contain:

- i. a description of the Dispute;
- ii. the grounds for such Dispute; and
- iii. all documents in support of its claim.

The Dispute shall be attempted to be resolved amicably in accordance with the conciliation procedure, set forth below:

- a) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- b) In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the Commissioner of the MCD and Contractor for amicable settlement, and upon such reference, the said persons shall meet no later than 30 (thirty) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. In case the disputes are not settled amicably, then the same shall be settled through court of law, which shall be located in the territorial jurisdiction of NCT of Delhi.

11. Time and Extension of delay

Time allowed for the execution of the work is thirty six months including mobilization period or the extended time in accordance with these conditions shall be the essence of the contract. The execution of work shall commence from the date of signing of the contract agreement. If the contractor commits defaults in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Authority in charge and shall be absolutely at the disposal of the MCD without prejudice to any other right or remedy available in law.

11.1 In case work is hindered by the any reason, in the opinion of the bidder, by the MCD or for someone for whose action the MCD is responsible, the contractor may

immediately give notice thereof in writing to the Authority seeking extension of time or rescheduling of milestones/s. The Authority, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work after due consideration of the same within 30 days of receipt of such request. In event of non-application by the contractor for extension of time Authority after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.

11.2 Such extension of time or rescheduling or milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law provided further that for concurrent delays, the contractor shall be entitled to only extension of time and no damages.

Request for rescheduling of Miles stones or extension of time, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay.

11.3 In case the work is delayed by any reasons, in the opinion of the Authority by the contractor for reasons beyond the justified extended date, the authority may grant extension of time required for completion of work without rescheduling of mile stones. The contractor shall be liable for levy of compensations as per the relevant clause of the agreement.

12. Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under the Contract by MCD or the Bidder may be taken or executed by the officials authorized for the purpose.

13. Warranty for the Work

The successful bidder warrants that all work under this Agreement will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and high professional standards used in well-managed operations performing work similar to the work under this tender document.

14. Applicable Law

The applicable law for the purpose of this RFP is the laws of India.

15. Foreclosure of contract due to abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender, or during the progress of work, the purpose or object for which the work is being done changes due to any supervening causes and as a result of which, the work has to be abandoned or reduced in scope, the Authority give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

16. Recovery of Security Deposit

The bidder shall permit MCD at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running

and final bill till the sum deducted will amount to security deposit of 2.5% of the contract value of the work. Such deductions will be made and held by MCD by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the MCD as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the bidder and the bidder shall forthwith on demand furnish additional security to the MCD to make good the deficit.

All compensations or the other sums of money payable by the bidder under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the bidder by MCD on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the bidder shall within 10 days make good in fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Authority, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the bidder at the rates mentioned above.

17. Labour laws to be complied by the bidder

As per the clause 19 of the General condition of the Contract of MCD.

18. Miscellaneous

1. The Authority, in its sole discretion and without incurring any obligation or liability, reserves theright, at any time, to:

- i. Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- ii. Consult with any Bidder in order to receive clarification or further information including justification of financial bid submitted;
- iii. Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or
- iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- v. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally for many and all liability for 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 hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

2. Operation & Maintenance period may be extended further with the mutual consent of both the parties, subject to work performance found satisfactory.

19. Forms for Bid Submission

(Please refer to the next page)

Form 1: Letter Comprising the Bid cum undertaking
(On Non-Judicial Stamp of INR.100)

Date:

To,

Executive Engineer (WtE),
Municipal Corporation of Delhi,
Gate no. 4, Room no. 6, Dr. Ambedkar Stadium, Delhi Gate,
New Delhi – 110002

Sub: RFP for Selection of Bidder for **“Operation & Maintenance of Engineered Sanitary Landfill Site (E-SLF) and a 100 KLD Leachate Treatment Plant (LTP) for Municipal Corporation of Delhi at Tehkhand, Okhla, Delhi within the jurisdiction of MCD”**

Dear Sir,

With reference to your RFP document dated....., I/we, have examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project Selection of Bidder for “Operation & Maintenance of Engineered Sanitary Landfill Site (E-SLF) and a 100 KLD Leachate Treatment Plant (LTP) for Municipal Corporation of Delhi at Tehkhand, Okhla, Delhi within the jurisdiction of MCD” and state as under:

1. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the Project as explained in this RFP document.
4. I/We shall make available to the Authority for any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or Otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/any of the Consortium/JV Members have neither failed to perform on any contract, as evidenced by judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - b. I/We do not have any conflict of interest in accordance with Clauses 2.11 of the RFP document.
 - c. I/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 the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Centre or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 6 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to Bidders.
9. I/We believe that we/our proposed Consortium/JV satisfy(ies) the pre-qualifying criteria and meet(s) the requirements as specified in the RFP document and am/are qualified to submit this Bid.
10. I/We declare that we/any Member of the Consortium/JV am/are not a Member of any other Consortium/JV submitting a Bid for the Project.
11. I/We certify that we 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 Projector which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge- sheeted by any Bidder of the Government or convicted by a Court of Law for any offence committed buys or by any of our Associates.
13. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
14. We acknowledge that our proposed Consortium/JV shall bear the following composition:

A. Lead Member: M/s.....

B. Technical Member(s): M/s.....

And we further undertake that above Consortium/JV composition shall be maintained till the end of this contract period or extension thereof. We further acknowledge that the lead member takes the full responsibility towards execution of the project and the terms and condition laid down in the contract agreement. (Individual Bidder to strike out this point).

15. I/We hereby irrevocably waive any right, which we may have at any stage at law or howsoever otherwise arising to challenge, or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
16. In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
17. I/We have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Contract.
18. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and draft Contract Agreement, our own estimates of costs and careful assessment of the site and all the prevailing and expected conditions that may affect the Bid.
19. I/We offer to the Authority a Bid Document Fees of INR 5,000/- and EMD of Rs. 10 Lakhs through online as specified in this RFP document.
20. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project/Contract is not awarded to me/us or our Bid is not opened.
21. I/We hereby submit our Bid in the form as specified in the RFP document for undertaking the

aforesaid Project in accordance with the Bidding Documents and the Contract Agreement.

22. I/We agree to keep this offer valid for 180 (One Hundred Eighty) days from the Due Date of online Bid submission as specified in the RFP document or any other such duration as directed by the Authority.
23. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.
24. I/we have received all the clarifications issued by the Authority.
25. I/we will abide by the terms and condition set forth in the RFP document, condition of contract and draft Contract agreement and a copy of the same bearing initial of the undersign on every page is attached herewith.
26. Not with standing any qualification or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

Yours faithfully,

Date:

(Signature of the Authorized Signatory)

Place:

(Name and designation of the
Authorized Signatory)

Form 2: Format for Description of Bidder

S.No.	Particulars	Details		
		Individual Bidder Company (1)	Lead Member of Consortium/JV (2)	Technical Member of Consortium/J V(3)
1.	Name of the Bidding company			
2.	Date of incorporation and /or Commencement of Business			
3.	Brief description of the Bidder's main line of business			
4.	Details of individual (s) who will serve as the point of contact/ communication for Authority with the Bidder:			
a.	Name			
b.	Designation			
c.	Company/Firm			
d.	Address:			
e.	Mobile Number			
f.	Email Address			
g.	Fax Number			
5.	Details of Authorized Signatory of Bidder			
a.	Name			
b.	Designation			
c.	Company/Firm			
d.	Address:			
e.	Mobile Number			
f.	Email Address			
g.	Fax Number			

Note:

Column '1' to be filled by the Individual Bidder and Column '2' & '3' to be filled by the respective members of the Consortium/JV. Column to be added after the last column in case of third member.

Form 3: Power of Attorney for Signing of Bid

Know all men by these presents, We, _____(name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms. _____Son / daughter / wife and presently residing at _____who is presently employed with / retained by us and holding the position of _____as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) 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 (Project), proposals and other documents and writings, participating in pre-bid and other conference and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of us Proposal for the said consultancy job and/or upon award thereof to us till the entering of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative 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)_____

Notarized

Accepted

(Signature, name designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favor of the person executing this Power of Attorney for the delegation of power here under on behalf of the Applicant.

Form 5: Form for Financial Pre-Qualification

A. Turnover

Financial Year	Annual Turnover (in INR)
2021-22	
2022-23	
2023-24	
Average Turnover	

B. Net Worth as on Year 1 (Financial Year preceding to Due date of Bidding): INR _____

Note:

- 1. The financial year shall mean the period commencing from April 1st of any given year to March 31st of the succeeding year.*
- 2. The Bidder shall provide the Audited Annual Financial Statements of the corresponding years. Failure to do so would result in the Proposal being considered as non-responsive. In case the annual accounts for the latest financial year are not audited and therefore cannot make it available, the applicant shall give an undertaking, to this effect and the statutory auditor shall certify the same. In such case, the applicant shall provide the audited annual reports for five years preceding the year for which audited annual report is not being provided.*
- 3. A certificate from Statutory Auditor should be provided as supporting document certifying the Financial Pre-Qualification*

(Signature of the Authorized signatory)

Form 6: Format for summary of Technical Pre-Qualification

(List only those works, which are similar to the proposed works for which the Qualification Information is submitted)

A. Summary Table:

Name of Applicant/ Member of Consortium/ JV (in case of Consortium/JV) Claiming the Project Experience:							
S. No.	Brief Project Description	Project Award Date (<i>Only those Project(s) awarded in preceding 5 F.Y from due date of bidding shall be considered</i>)	Project Completion Date/ expected completion date	Project Cost in INR (Cr)	Project Capacity / LTP capacity / E-SLF capacity (A)	Claiming Entity's Share in the Project (%) (B)	Effective Handled Capacity Ax B (C) (in MT per day)

B. Average Project Capacity (As per column 'C') of eligible projects handled (as mentioned in summary table above is _____

- 1. The details of each of the works mentioned in the above table must be provided separately in Form 6.*
- 2. Use a separate sheet for each member in case of a Consortium/JV.*
- 3. Provide attested copies of Work Orders and /or Completion Certificates for each project. Work orders/ testimonials will be verified if required.*
- 4. Each certificate of experience will be duly signed/confirmed by a representative of the client (to be of at least Executive Engineer Rank)*

Form 7: Details of Projects eligible for Technical Pre-Qualification

(Provide Details for Only those Projects listed in Form7, use separate sheet for each project)

Name of Applicant/ Member of Consortium/ JV (In case of Consortium/JV) Claiming the Project Experience:_____	
1.	Name of Project
2.	Location of Project
3.	Name of the Client
4.	Client's Address & Telephone Number, Fax Number and email ID of contact person
5.	Project Cost (in INR Cr)
6.	Nature of works and special features relevant to this project. (Details pertinent to the Technical Criteria of this RFP shall be submitted)
7.	Contract role (check one) <div style="display: flex; justify-content: space-around; align-items: center;"> <input type="checkbox"/> Sole Bidder <input type="checkbox"/> Consortium/JV <input type="checkbox"/> Sub-Bidder </div>
8.	Project Capacity: Your Company's share in the Project (%):
9.	Date of Award
10.	Contract duration_____years_____Months
11.	Date of Completion Or For Ongoing Project % of completion
12.	Whether completed in specified duration, If no, reason for delay
13.	Specified requirements
14.	Name and professional qualifications of applicant's Engineer-in-Charge of the work:
15.	Were there any penalties/fines/stop-notice/compensation/liquidated damages imposed ? (Yes or No). If yes, give amount and explanation.

Form 8: Format for Providing Details of Machinery to be Deployed for the Project

Name of the bidding company/ Consortium/ JV membersMachinery/ Equipment owning the_					
Item of Equipment Including Make	Number and Capacity	Ownership Status		Age and Condition	Remarks
		Owned Leased /to be Procured	Number & Capacity		Condition/ Source/ Availability

Note:

1. List only the key equipment for construction, standby power, material handling and vehicles for site, etc., which the Company proposes to use for the proposed works at the site.
2. The applicant should clearly demonstrate that he has access to all key equipment which will be required for the successful completion of the works.

Form 9: Details of Key Personnel to be deployed for the Project

(Use separate Sheet for each key personnel)

Name of Bidder Company/Consortium/JV members' company (<i>in case of Consortium/JV</i>):			
Proposed Position			
Key Personnel Information	1. Name 2. Date of Birth 3. Contact Number 4. Professional Qualification 5. Current Designation 6. Years with Present Employer		
Experience Summary Relevant to this Project			
Professional Experience over the last 10 Years (<i>in chronological order</i>)	From	To	Company/Project/Position/Relevant Technical and Management experience

Form 10: Format for Providing Environment, Health and Safety Management Plan

The Bidder shall furnish a brief write-up of the following points:

1. Plan for Mitigation of Pollution during Project Execution work
2. Measures to manage hazardous waste if any during the project execution
3. Plan for Health and safety in and around the work place to be followed during project execution
4. Emergency preparedness plan
5. Measures for Fire safety.
6. Measures for Health and safety of workers.

Form 11: Format for Letter of Acceptance (LoA)

LETTER OF ACCEPTANCE (LOA)

(On the Letter Head of the Authority)

Date:

M/s. _____ (Name and address of the Bidder)

Subject: _____

(Name of the work as appearing in the bid for the work)

Dear Sir (s)/ Madam(s),

Your bid for the work mentioned above has been accepted on behalf of the *(Name of Authority)*, at your bided offer as per scope of work given therein. You are requested to submit within 21 (Twenty- One) days from the date of issue of this letter:

- (i) The performance security/performance guarantee of INR. _____ (in figures) Rupees _____ (in words only).

The performance security shall be in the form of bank guarantee of any nationalized / schedule commercial bank.

- (ii) Copy of Work plan, covering entire period of Contract, for completion of Work. This Work plan will form basis for checking fulfillment of performance obligations.

- (iii) Sign the Contract Agreement.

Please note that the time allowed for carrying out the work as entered in the bid is 36 months including rainy season, shall be reckoned from the date of signing the contract agreement or issuance of Consent to Establish to the project whichever is later.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact Authority/Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

Yours faithfully,

Form 12: Format for Performance Bank Guarantee

To:

The Commissioner, Municipal Corporation of Delhi, 10th Floor, E-1 Block, Dr. S.P.M. Civic Centre, JLN Marg, New Delhi – 110002, WHEREAS _____
[name and address of Bidder] (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. _____ Dated: _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called" the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract; AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf Of the Bidder, up to a total of _____ [amount of guarantee] _____ [In words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [Amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until (date of Validity as per the Bid Document)

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Form 12-A: Format for Bank Guarantee for Bid Security (EMD)

B.G No.

Dated:

In consideration of you, the Corporation, having its office at, Name of State having agreed to receive the Proposal of _____ [a company registered under provision of the Companies Act, 2013] and having its registered office at _____[and acting on behalf of its consortium] (herein after referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the “Operation & Maintenance of Engineered Sanitary Landfill Site (E-SLF) and a 100 KLD Leachate Treatment Plant (LTP) for Municipal Corporation of Delhi at Tehkhand, Okhla, Delhi within the jurisdiction of MCD” of the Authority (here in after referred to as “the Project”). Pursuant to the RFP document dated _____ issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (herein after referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Corporation an amount of Rs. _____/- (In words) as bid security (herein referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Corporation stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Corporation is disputed by the Bidder or not merely on the first demand from the Corporation stating that the amount claimed is due to the Corporation by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ only).
3. This Guarantee shall be irrevocable and remain in full force for a period of 180 (One Hundred & Eighty days) from the Proposal Submission Date inclusive of a claim period of 30 (Thirty) days or for such extended period as may be mutually agreed between the Corporation and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
4. We, the Bank, further agree that the Corporation shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Proposal open during the Proposal validity period set forth in the said Bidding Documents, and the

decision of the Corporation that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Corporation and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Corporation shall be entitled to treat the Bank as the principal debtor. The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Corporation, and the Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Bidder or by any change in the constitution of the Corporation or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Corporation to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Corporation may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Corporation in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Form 13: Format of Financial Bid

Name of Work: _____

I/We do hereby BID to execution of the above work within the time specified at the rate Mentioned below in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions regarding accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labor etc. required for the satisfactory execution of contract.

S.No	Head	Rate	Unit	Qty	Amount (INR)
1.	Operation & Maintenance of Engineered Sanitary Landfill Site (E-SLF) and a 100 KLD Leachate Treatment Plant (LTP) for Municipal Corporation of Delhi at Tehkhand, Okhla, Delhi which includes Spreading and Compacting of bottom ash in layers in accordance with consultation from any appropriate third party agency appointed by MCD, Treatment of leachate as per guidelines of CPCB and DPCC etc., Testing of incoming & outgoing effluent/leachate from NABL approved lab, Maintenance of daily record, Appropriate security arrangements at site, Weighbridge maintenance, Quarterly calibration of weighbridge, Compliance of all terms & conditions under CTO issued by DPCC, Provision of fire prevention arrangements, Utilization of treated water for maintenance of green belt surrounding E-SLF, Dust control etc.	-	Per month	36	
TOTAL					

(Amount in words)

* Above rates are exclusive of GST.

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract so far as applicable, or in default thereof to forfeit and pay to the Commissioner, or his successors in office the sums of money mentioned in the said conditions.

Signature of Bidder
Name of Bidder

Form 14: Draft Form for Undertaking on Parent Company Guarantee

(To be furnished in Company's letterhead)

Name of Contract / Contract No.; _____

Name and address of Employer: _____

_____ (together with successors and assigns)

We have been informed that _____ (Name of Bidder) (hereinafter called the "Bidder") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation require his offer to be supported by a parent company guarantee. In consideration of you, the Employer, awarding the Contract to the Bidder, we_(name of parent company) irrevocably and unconditionally guarantee to you, as a primary obligation, (i) the due performance of all the Bidder's obligations and liabilities under the Contract, including the Bidders compliance with all its terms and conditions according to their true intent and meaning; (ii) for the entire duration of the Contract, we will make available to the Bidder our technical capacity, expertise and resources required for the Bidder's satisfactory performance of the Contract ;and (iii) that we are fully committed, along with the Bidder, to ensuring a satisfactory performance of the Contract.

If the Bidder fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Bidder is liable to the Employer under the Contract, This guarantee shall come into full force and effect when the Contract comes into full force and effect.

If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Bidder, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Bidder's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Bidder from time to time. We hereby authorize them to agree any such amendment or variation, the due performance of which and compliance with which by the Bidder are likewise guaranteed hereunder.

Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Bidder, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of

the Bidder or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the Rules of Arbitration provided in the Contract. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by: _____

(signature)

(name)

(Position in parent company)

Date: _____

Signed by:

(signature)

(name)

(Position in parent company)

Note: A failure to furnish the Parent Company Guarantee as appropriate, shall result in the rejection of the tender.

Form 15: Draft Form for Undertaking on Subsidiary Guarantee

(To be furnished in Company's letterhead)

Name of Contract/Contract No.; _____

Name and address of Employer: _____

_____ (together with successors and assigns)

We have been informed that ___ (Name of Bidder) (hereinafter called the "Bidder") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation require his offer to be supported by a Subsidiary company guarantee.

In consideration of you, the Employer, awarding the Contract to the Bidder, we (name of Subsidiary company) irrevocably and unconditionally guarantee to you, as a primary obligation, (i) the due performance of all the Bidder's obligations and liabilities under the Contract, including the Bidders compliance with all its terms and conditions according to their true intent and meaning; (ii) for the entire duration of the Contract, we will make available to the Bidder our technical capacity, expertise and resources required for the Bidder's satisfactory performance of the Contract; and (iv) that we are fully committed, along with the Bidder, to ensuring a satisfactory performance of the Contract.

If the Bidder fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Bidder is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Bidder, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Bidder's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Bidder from time to time. We hereby authorize them to agree any such amendment or variation, the due performance of which and compliance with which by the Bidder are likewise guaranteed hereunder.

Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Bidder, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Bidder or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the Rules of Arbitration provided in the Contract. We confirm that the benefit of this guarantee may be assigned subject

only to the provisions for assignment of the Contract,

Signed by: _____

Signed by: _____

(signature) (signature)

(name) (name)

(Position in subsidiary company)

(Position in subsidiary company)

Date: _

Note: A failure to furnish the Subsidiary Company Guarantee(s) as appropriate, shall result in the rejection of the tender.

Form 16: Integrity Pact

(The integrity pact in this prescribed form shall be the part of bid and contract agreement)

INTEGRITY PACT

Between

Municipal Corporation of Delhi (MCD) hereinafter referred to as "**The Principal**",.....

.....and hereinafter referred to as "**The Bidder/ Contractor**".

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1-Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive) suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

Section 2-Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidders/ Contractor is commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidders/ Contractors) will not, direct or through any other person or firm offer promises give to any of the Principal's employees involves in the tender process or the execution of the contract or to any third person Any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is available at CVC website.
- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings Copy of the "Guidelines on Dealing of business dealings is available at CVC website.

Section 4-Compensation for Damages:

- 1) If the Principal has disqualified the Bidders) from the tender process prior to the award according to Section 3, the Proposal is entitled to demand and recover the damages equivalent to Earnest Money Deposit Bid Security
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression:

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6- Equal treatment of all Bidders / Contractors / Subcontractors:

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors, The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s):

If the Principal obtain knowledge of conduct of a Bidder. Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

Section 8-Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Part after approval by Central Vigilance Commission. The task of the Monitor is to reviews independently and objectively, whether and to what in the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the

bidders/ contractors as confidential. He / she reports to the Commissioner, MCD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on Non-Disclosure of 'Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Commissioner, MCD and reclude himself/ herself from the case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Commissioner, MCD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations

(8) If the Monitor has reported to the Commissioner, MCD, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Commissioner MCD has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner

(9) The word 'Monitor would include both singular and plural.

Section 9-Pact Duration

This Pact begins when both parties have really signed it expires for the Contractor 12 months after the last payment under the contract and in all other Bidders 6 months after the contract has been awarded. Any violation of the disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Commissioner, MCD.

Section 10-Other provisions

- 1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor in a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs
- 6) In the event of any contradiction between the integrity pact and its Annexure, the clause in the integrity pact will prevail.

(For & on behalf of the Principal)

(Official Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

(For & on behalf of Bidder/ Contractor)

(Official Seal)

20. SCOPE OF WORK (TORs)

Brief Scope of Work:

Name of work: Operation & Maintenance of Engineered Sanitary Landfill Site (E-SLF) and a 100 KLD Leachate Treatment Plant (LTP) for Municipal Corporation of Delhi at Tehkhand, Okhla, Delhi.

MCD intends to enter into a contract with an identified private service provider for Operation & Maintenance of Engineered Sanitary Landfill Site (E-SLF) and a 100 KLD Leachate Treatment Plant (LTP) for Municipal Corporation of Delhi at Tehkhand, Okhla, Delhi.

The scope of work under this RFP includes, but not limited to:

- **E-SLF operation and maintenance :-**

- i. Weighing of every incoming and outgoing dumping vehicles at weighbridge constructed at North-West corner of E-SLF.
- ii. Unloading, Spreading, Leveling and Compaction of Ash in layers with the help of compacter / dozer and covering it with 1 mm thick HDPE smooth liner (Temporary Liner) to mitigate dust pollution on regular basis. All the operations shall be done in consultation with third party agency appointed by authority.
- iii. Implementing a systematic approach to efficiently receive and dump approx 700 MT Ash per day and to be compacted at required densities, slope to avoid slope failure.
- iv. The bottom ash received at E-SLF may be utilized by the agency/contractor anywhere else into useful products for construction sector, if found suitable as per the SWM 2016 Rules, CPCB guidelines etc. and user keep the proceeds as its revenue from the project.
- v. Dust and odour management by providing anti smog guns at site.
- vi. Implement vigilance surveillance and monitoring to ensure the security at the landfill site.
- vii. Pumping out the rain water collected over the temporary liners through pumping motors and using it for green belt maintenance.
- viii. Keeping daily record of Ash/inert/dumping material received at site and provide the same to the division regularly.
- ix. Shifting of pumps at required locations for pumping of rain water over 1 mm thick HDPE liners (Temporary liner) and placing back it to the LTP premises.
- x. Provision of electric cables arrangement for running of pumps within landfill.
- xi. Arrangement of water tanker to mitigate dust pollution on regular basis with the provision of utilization of treated water.
- xii. Procurement and installation of additional quantity of 1 mm HDPE (Geo-synthetic) liner.

- **LTP operation and maintenance :-**

- i. Operation and Maintenance of the Leachate Treatment Plant and all other allied works by providing manpower and required chemicals for operation and maintenance of the leachate treatment plant at E-SLF Tehkhand.
- ii. The Bidder shall have to treat 100 KLD leachate. MCD may also supply leachate from its dumpsites.
- iii. Operation and Maintenance of the Leachate Treatment Plant, all its instruments and mechanical, electrical instruments in accordance with the aim and purpose of treatment of Leachate.
- iv. Monitoring of performance of the leachate treatment plant, analysis of the inlet and water quality after treatment.
- v. Maintain all permissible parameters of water quality after treatment as per SWM Rule 2016 and DPCC norms.
- vi. All necessary equipments to be provided by the selected agency including any troubleshooting to ensure smooth and trouble free operation.
- vii. The selected agency shall take adequate action to ensure smooth and satisfactory performance and running of

the plants on a 24 hours/round the clock basis.

- viii. The selected agency shall prepare and implement an effective plant maintenance programme in consultation with MCD.
- ix. The selected agency shall look after all sorts of maintenance whether preventive, minor, major or break down.
- x. The selected agency shall dosing to maintain the parameters as led down in the manual / terms & condition of CTO and however will optimize the process if required and will run the plant as per the O&M manual.
- xi. The selected agency shall procure and supply all spares and all consumables including chemicals, grease, lubricating oil, cleaning reagents etc. on a monthly basis keeping a stock of at least 15 days.
- xii. The selected agency shall be responsible for keeping up-to-date record of documents and maintaining logbook relating to various analyses performed as per the manual / CTO conditions.
- xiii. The selected agency shall be responsible for day to day maintenance, necessary to ensure smooth and efficient running of all equipments/instruments of the leachate treatment plant.
- xiv. The selected agency shall attend and complete all critical maintenance work within 24 hours.
- xv. Area cleaning, security as well as engagement of labours for chemical loading/unloading and distribution is under the scope of the selected agency.
- xvi. The selected agency shall comply with all safety rules and regulations and all inter disciplinary as followed by MCD.
- xvii. The selected agency shall provide the necessary tools and tackles required for day to day maintenance.
- xviii. The selected agency shall provide consumable items like rubber bush, graphite packing, rubber sheet, nuts, bolts, material requires for cleaning and housekeeping etc.
- xix. Monitoring should be done as per guideline issued by Engineer-in-charge/department.
- xx. The selected agency shall test the effluent/influent at lab on periodically as per parameter in manual and will submit the same to the department.
- xxi. All cost for above mentioned work to be borne by the selected agency.
- xxii. The selected bidder shall be responsible for obtaining / extending the "Consent to Operate" from Delhi Pollution Control Committee (DPCC) time to time and necessary assistance may be provided by MCD in this regard.
- xxiii. The selected agency shall pay the electric consumption charges.
- xxiv. Electrical and civil repairing works including painting of the facility will be under scope of work of the bidder.
- xxv. Major requirement damage/yearly overhauling of the system with change of sum diffusers, valves, tube settler media, filter press cloth/dosing pipes/Dosing pump spares/Electrical parts/Calibration of equipments etc. along with any breakdown in services are also included in this comprehensive operation and maintenance contract.
- xxvi. MCD may use the treated leachate for fire fighting and in development of peripheral green belt purposes. However all the parameters of the treated leachate must be as per manual / SWM rule 2016 / CTO conditions.
- xxvii. Tests to be done from National Accreditation Board for Testing Calibration Laboratories (NABL) once in two months and the report to be submitted to MCD along with Monthly bills. Cost of all tests to be borne by the selected bidder.
- xxviii. All parameters of test reports shall satisfy the manual, SWM rule 2016 and DPCC conditions.

• **Weighbridge Operation & Maintenance :**

- i. The bottom ash shall be weighed at the weighbridge constructed within E-SLF premises.
- ii. The contractor shall engage adequate labour to undertake the activities at weighbridge and ensure that the weighment must be done in transparent mechanism. The regular maintenance of all equipments related to weighbridge except software shall be the responsibility of the bidder.
- iii. The Engineer-in-Charge / authority shall have access to the weighbridge at all times for inspection purposes

and a register shall be maintained by the contractor to record the observations of authority, if any.

- iv. Quarterly calibration of the weighbridge (s) facility needs to be got done from the Weights & Measures department, GNCTD.
- v. The weighbridge shall be operated in CCTV surveillance with data storage of entire contract period. For CCTV surveillance High Definition IP based cameras in adequate numbers (as directed by Authority) shall be provided by the bidder, if required.
- vi. Ash Data recording to be done jointly with ULB representatives and report to be submitted regularly to authority.

• **Maintenance of roads and storm water gutters :-**

- i. Periodic inspection and maintenance of internal roads, storm water drains and embankment in case of any damage / cracks.
- ii. Ensure all storm water drains is be free from clogging and allows unobstructed flow of water.
- iii. Routine checkup of surrounding embankments and adequate measures to be taken especially during rainy season to prevent erosion of morrum from embankment.
- iv. Ensure no stagnation of rain water within the landfill facility.

• **Fire Prevention and Control:**

- i. Implementing a 24/7 fire prevention strategy for prevention and mitigation of fire at the E-SLF site as per prevailing norms and standards laid down by government.
- ii. Installation of sufficient numbers of fire extinguishers at vulnerable locations of site.

• **Wheel washing unit :-**

- i. The contractor shall develop proper wheel washing unit in compliance with requirement of DPCC for vehicles carrying Ash to the site to mitigate the dust pollution (treated water is to be used for wheel washing by the contractor).
- ii. Make arrangements for collection of waste water from wheel washing unit and their final disposal shall be done as per DPCC guidelines.

• **Arrangement for utilization of treated water in green belt area :-**

The contractor shall make a permanent arrangement to carry the treated water from the LTP to the green belt area surrounding the engineered landfill site.

• **Security arrangements :-**

24-Hour Security: The contractor shall deploy dedicated security personnel 24/7 at site, to ensure round-the-clock surveillance and protection at entry gate, weigh bridge, LTP and Landfill.

• **Office Room**

The contractor shall make necessary arrangement for sitting of MCD officials/ staff.

• **Compliance of DPCC terms & conditions of CTO :-**

- i. The contractor shall comply with all terms & conditions of Consent to Operate (CTO) air and water Acts in respects of E-SLF.
- ii. All the conditions mentioned under CTO shall become part of Scope of Work under this RFP.

Other points

- Prior to submitting their bid for the project the bidders may visit and examine site and its surroundings at their own expenses and obtain and ascertain for themselves, at their own responsibility, all technical data, market data and other information necessary for preparing their bids after taking into account the local conditions, traffic restrictions, obstructions in work, clearance of local body etc. if any.
- The successful bidder shall keep the MCD indemnified in case any action is taken against the MCD by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications. The bidder shall indemnify the Corporation from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected

rights in respect of any, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- The successful bidder would be required to pay all the applicable taxes, duties, rates fees and charges levied by all government and other authorities including MCD from time to time throughout the O&M period. Any Cost/ Tax related to land is exempted for the bidder.
- After completion of the contract tenure MCD may provide an extension to the bidder.

General Roles and responsibility of Bidder and Authority /MCD.

A. General Roles and responsibility of Bidder

- Keeping the LTP, WB etc in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the facility or any other property on or near the site.
- Preventing, any unauthorized entry to and exit from and any encroachments including any encroachments on the site.
- The site shall be made available for inspection at any time as and when felt necessary by the Authorities.
- Monitoring system for Air and Water quality standard at the site should be maintained and the report should be made available as and when required by Authority or any other regulatory authority.
- Any malfunctioning in operation of weighing system shall be the responsibility of the Bidder.
- If the authority / independent engineer instructs the Bidder to carry out any test (s), the charges shall be borne by the Bidder.
- The Bidder shall ensure that sufficient staff, plant, equipment and materials, including without limitation medical assistance are available to respond to Emergency within reasonable period at all times during the Operations Period.
- The Bidder has to follow the Environmental Standards and Guidelines as mentioned below:
 - a. Air Quality Monitoring - As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
 - b. Noise Monitoring – As per Noise Pollution Rules 2000 or amendments thereafter with respect to baseline site parameters.
 - c. Odour Monitoring – As per CPCB guidelines ‘Odour Pollution & Its Control or amendments thereafter with respect to baseline site parameters.
 - d. Water Quality Monitoring - As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
 - e. Aggregate Disposal- As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
- The Bidder shall adhere to Health and Safety norms as per the industrial standards in the work area and the site premises.
- Installation of appropriate odour control system at the site to minimize odor nuisance as per Central Pollution Control Board guidelines.
- For discharge of waste water and foul gasses, emission standards to be followed strictly as per prevailing DPCC, CPCB, CPHEEO or any Govt. norms.
- The bidder shall not allow disposal of E-waste, Hazardous waste, plastic waste into E-SLF.
- The bidder shall maintain the office room in optimal condition to facilitate record keeping and staff seating.
- Contractor shall make arrangement of water required in toilet facility regularly and maintenance of toilet facility constructed at site (all civil and electrical works) is also in the scope of contractor.

B. General Role of authority / MCD.

- Authority shall handover the disposal area to the Bidder, as per the earmarked land parcel jointly approved by the Authority and the Bidder, to dispose off the Ash in scientific manner.

- Authority would hand over possession of the site/s to the Bidder, irrespective of the title of the land to enable him to carry out activities required for executing the scope of work.
- Authority may facilitate all forms of support to the Successful bidder for obtaining certification/ statutory clearances and provide single point connection for water, electricity and other utility services (if required).
- Authority shall facilitate the bidder to obtain electricity connection (Single Point), and other utility connection at the landfill site. All the utilization charges/bills/cost of enhancement sanctioned load etc shall be paid by Bidder.

Miscellaneous Obligations of bidder.

I.

- a. Investigate, study, operate and maintain the project facility as per the provisions of this RFP.
- b. Comply with Applicable Law, Rules, Guidelines, Standards, Statutes etc. governing the operations of E-SLF, LTP and WB at all times of the Contract Period.
- c. Ensure and procure that any contract relating to the Project Facility entered into by the contractor for operations and maintenance of the Project Facility in accordance with the provisions of this Agreement shall not be any way detrimental to the interest/ obligations of the MCD /Government Stakeholders towards its role as the responsible agency for provision of civic services to citizens.
- d. Ensure that any sub-contract entered into by the Contractor (with the approval of the Engineer in charge/ MCD towards the performance of obligations shall be co-terminus and adhere to the principles in letter and spirit, as stipulated in this contract.
- e. Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project / work.
- f. Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the project and hereby indemnifies the Municipal Body against any claims damages, expenses or losses in this regard and that in no case and shall for no purpose shall the MCD be treated as employer in this regard.
- g. The Bidder shall abide with the provision of Minimum Wages Act/Workman Compensation Act and such other statutory obligations notified by the concerned Govt. departments, from time to time. It should be specifically noted that the Bidder shall have to get them registered with the relevant authorities as required under various labor laws and submit undertaking of compliance along with the first payment bill failing which the payment bill shall not be processed. In this regard clause 19 of GCC of MCD shall be applicable.
- h. The Bidder shall strictly comply with all the statutory requirements notified by the concerned Govt. departments from time to time and indemnify the Corporation against any claim(s), whatsoever arising there from and the tenderer shall be solely responsible for consequences thereof. The Bidder are requested to take cognizance of Child Labor Act and take precaution not to deploy child Labor. If Child Labor is found to be deployed on the work, necessary action as deemed fit will be taken.
- i. Be responsible for all health, security, environment and safety aspects, proper maintenances of the project at all times during the Contract Agreement and peaceful possessions of the project facility in working conditions without any damage to MCD.
- j. Ensure that the Project Facility is free from encroachments at all times and take all steps necessary to remove encroachments. The MCD shall extend necessary support for this.
- k. After operation and maintenance of 03 years, the contractor / agency shall handover the project site including leachate treatment plant, weighbridge in well functioning condition to MCD. The concessionaire will not have any claim with respect to whole project area including E-SLF, leachate treatment plant & weighbridge etc after handing over to MCD.
- l. Upon receipt of a request thereof, afford access to the Project Facility to the authorized representatives of MCD for the purpose of ascertaining compliance with the terms covenants and conditions of this Agreement.

II. Preparing Work plan and organizing the work :-

The plan shall be prepared for deployment of men, machineries and equipment :-

- i. A supervisor capable of understanding work plan, organizing the work accordingly, and capable of directing, disciplining and controlling work force shall be appointed before commencing the work.
- ii. Minimum one supervisor per administrative area (i.e. E-SLF, LTP, WB) is essential in each shift.
- iii. The operators and supervisors shall keep all records and reports desired to operate the plan and as suggested by the authority.
- iv. The Contractors supervisor shall keep liasoning with the MCD officials who is in charge of the work of organizing joint inspection on routine basis as desired for ascertaining work performance.

III. Facilities and Benefits for the Work Force Employed :-

- i. Contractor shall furnish the details of the workers/supervisors before commencing the work.
- ii. Each person (including supervisor) deployed on this work shall be provided the following personal facilities.
 - a. A set of Uniform - Pant. apron, cap - two sets per annum of approved design and colour (visible distinctly at night).
 - b. The name of the person and level shall be either knitted on pocket of the apron or name embossed on plastic badge
 - c. A set of Hand Gloves, Mask and safety shoes will be given to all employees up to supervisors - durable mask once in three months, hand gloves once in six months and safety shoes once in 12 months.
 - d. A set of gum Boots and rain wear shall be provided every year in the rainy season.

General Instructions and Terms & Conditions

1. Future communications, including but not limited to, corrigendum (if any), clarification and addendum (if any) are to be provided online.
2. If deemed necessary, MCD may seek clarification from the Bidder after the technical bid opening.
3. Bidders are not allowed to contact unofficially any MCD official in relation to this RFP. Any such attempt by the Bidders will lead to immediate disqualification.
4. Canvassing in any form shall be liable for disqualification.
5. The Earnest Money Deposit (EMD), may be forfeited if the most responsive bidder withdraws from signing the agreement or if there is any misrepresentation of facts.
6. In case of misrepresentation of facts at any point of time by the bidder MCD will have the right to invoke the EMD, Security Deposit and also debar the firm from participating in any future works.
7. Changes, if any, will be communicated through the website: www.etenders.gov.in/e procure/app. Any incomplete application by the Bidder will be liable to disqualification. If the successful Bidder withdraws before the agreement is signed, MCD can float a fresh tender or award the agreement to the second most responsive bidder as per their evaluation procedure.
8. EMDs of the unsuccessful bidders will be returned without interest
9. MCD reserves the right to reject all applications and cancel this RFP. In such case, EMDs received from all Bidders will be returned without any interest.
10. Before submission of the tender, Bidders are required to make themselves fully conversant with the scope of work, technical requirements and specifications, site conditions etc., so that no ambiguity arises on a later date in this respect.
11. Each page of the document should be signed & stamped by the bidders as a token of acceptance to terms and conditions mentioned therein.
12. MCD reserves the right to Inspect/Call for any documents for examining the credentials submitted by the bidder for this tender.
13. All communication by the Bidders and the proposal should be prepared in English. If any supporting credential/qualification are in any other language, then an English translation of the same is also to be submitted.
14. MCD also reserves its right to cancel the bidding process at any time before declaration of the most responsive bidder for any reason whatsoever.

15. MCD further reserves its right to modify, amend, postpone or keep in abeyance, the bidding process at any time prior to such declaration, without assigning any reason whatsoever.
16. The commercials need to be specified in Indian National Rupee.
17. Bids will be submitted along with the Form contained in Form 1 hereto and will be on the letterhead of the bidder (in case of sole applicant) and in case of Consortium letter has to be submitted on the letterhead of the Lead Member.
18. Consortium is allowed in this project.
19. Operation & Maintenance period may be extended further with the mutual consent of both the parties, subject to work performance found satisfactory.