

Request for Proposal (RFP) for

**Setting up of an Automated Dry Waste Processing facility of capacity
200 TPD for Central Zone of South Delhi Municipal Corporation on
Public Private Partnership Basis.**



.....2020

Issued by:

South Delhi Municipal Corporation
Environment Management Services Department

19th Floor, Dr. S P M Civic CenterJ
L N Marg New Delhi -110002

Email : eedemshq2019@gmail.com

Telephone: 011-23226903

Date of Issue :

Pre-bid Meeting:

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SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE EX. ENGINEER DEMS-HQ
19th Floor, Dr. S P M Civic Center
J L N Marg New Delhi – 110002
Phone-011-23226903
E-Mail: eedemshq2019@gmail.com

NO:

Dated:

NOTICE INVITING TENDERS

South Delhi Municipal Corporation intends to select a suitable developer, in online single stage, **two** bids system for Setting up of an Automated Dry Waste Processing facility of capacity 200 TPD for Central Zone of South Delhi Municipal Corporation on Public Private Partnership Basis.

The eligibility Criteria:

The Bidder for Qualification has to meet the constitution criterion, demonstrate Technical and Financial Capacity and must get minimum 70 (Seventy) percent marks for their technical proposal submitted for the work as under:

Constitution of the bidder: The bidder must be either a proprietorship firm or partnership firm or Private limited Company or Public Limited Company constituted under the Company Law 1956. **Consortiums will not be eligible for bidding.**

Technical Capacity:

1. Work Experience:

- i. Experience of successfully developed/ constructed at least 1(one) project of Automated Dry Waste Processing Plant of capacity of 160 TPD of Dry Municipal Solid Waste (MSW) or higher capacity in the last seven (7) years ending last day of the month previous to the one in which tenders are invited. The project shall have been under operation for at least one year post COD; and
- ii. Experience of processing of at least 58400 Tonnes Dry Municipal Waste during any 1(one) year (a year means any continuous period of 365 days) by Automated Dry Waste Processing Plant in last seven (7) years ending last day of the month previous to the one in which tenders are invited.

Or

- i. Experience of successfully developed/ constructed at least 2(two) projects of Automated Dry Waste Processing Plant of capacity of 120 TPD of Dry Municipal Solid Waste (MSW) or higher capacity in the last seven (7) years ending last day of the month previous to the one in which tenders are invited. The projects shall have been under operation for at least one year post COD; and
- ii. Experience of processing of at least 87600 Tonnes Dry Municipal Waste during any two year (a year mean a continuous periods of 365 days) by Automated Dry Waste Processing Plant in last seven (7) years ending last day of the month previous to the one in which tenders are invited.

Or

- i. Experience of successfully developed/ constructed at least 3 (three) projects of Automated Dry Waste Processing Plant of capacity of 80 TPD of Dry Municipal Solid Waste (MSW) or higher capacity in the last seven (7) years ending last day of the month previous to the one in which tenders are invited. The projects shall have been under operation for at least one year post COD; and
- ii. Experience of processing of at least 87600 Tones Dry Municipal Waste during any three year(a year mean a continuous periods of 365 days) by Automated Dry Waste Processing Plant in last seven (7) years ending last day of the month previous to the one in which tenders are invited.

Financial Capacity:

2. **Turnover:** The Average Annual Financial Turnover should be at least Rs. 10.86 Cr. during the immediate last three consecutive financial years.
3. **Profit /loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive financial years as per the balance sheet, duly audited and certified by the Chartered Accountant.
4. **Net Worth:** The Bidder shall have Net Worth at Rs. 3.26Cr. as per audited balance sheet of last financial year.

Technical Proposal:

5. The technical proposal submitted by the bidder as per the requirement of the RFP document and evaluated by SDMC must get minimum 70 (seventy) percent marks.
6. **Bid Security:** The Bidder shall furnish as part of its Bid, a bid security worth INR 31.72 Lacs /- (INR Thirty One Lacs Seventy Two Thousand only) in the form of online payment/a bank guarantee issued by Scheduled Bank in India in the manner prescribed in RFP document.

The tender document (RFP document and Draft Concession Agreement) can be downloaded from the website [http:// www. Tenderwizard. com / SOUTHMCENTENDER](http://www.Tenderwizard.com/SOUTHMCENTENDER).

The bidder need to make online payment for the cost of document i.e. Rs. 5000/- (Rupees five thousand) and the requisite Bid Security amount **at tenderwizard.com**. Bids without the cost of document & Bid Security will be summarily rejected.

Online Submission of bids:

The bidder shall upload their online submission on the portal <http://www.tenderwizard.com/SOUTHMCENTENDER>.

Technical Bid (online) should contain all scanned documents in support of constitution criterion, Technical and Financial Capacity and technical proposal in the format prescribed in the RFP document.

Financial Bid (online) should contain financial bid in the format prescribed.

The last date & time of submission of the bid document is _____ till 15:00 Hrs (IST).

A pre-bid meeting in the subject matter shall be held on 20.10.2020 at 03:00 PM (IST) in the Office of Director(DEMS), SDMC, 19th Floor, E-1 Block, Civic Centre, JLN Marg, NewDelhi-110002.

The amendments/ clarifications, if any, to the document will be available on the above website only.

The bid shall be opened on _____ at 15:30 Hrs (IST) **in the** office of Superintending Engineer (DEMS) HQ, South Delhi Municipal Corporation, 8th Floor, Dr. S P M Civic Center, Minto Road, New Delhi- 110002 in presence of the participating bidders, if any.

SDMC reserves the right to annul the bidding process/reject all or any of the bid(s) without assigning any reason whatsoever.

Executive Engineer (DEMS) HQ
South Delhi Municipal Corporation

1. Disclaimer

- 1.1.1 The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 1.1.2 This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Qualification Application, Technical Proposal and Financial Offer (together constituting the “**Bid**”) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents and Background Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- 1.1.3 Information provided in the Bidding Documents to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.1.4 The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway for participation in this Bidding Process.

- 1.1.5 The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in the Bidding Documents.
- 1.1.6 The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in the Bidding Documents.
- 1.1.7 The issue of the Bidding Documents does not imply that the Authority is bound to select a Bidder or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bid(s) without assigning any reason whatsoever.
- 1.1.8 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the 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 Bid, regardless of the conduct or outcome of the Bidding Process.

2. Glossary

Bid Due Date	As defined in Clause 3.1.3
Bid Validity	As defined in Clause 4.8.1
Associate	Shall means, in relation to the Bidder/ Consortium Member, who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or corporation, the power to direct the management and policies of such company or corporation by operation of law.

Authority	South Delhi Municipal Corporation
Authorized Signatory	As defined in Appendix B6
Bid	Shall mean the Qualification Application submitted by the Bidder as per Clause 5, Technical Proposal
	response to the Request for Proposals in accordance with the provisions thereof
Bid Security	As defined in Clause 4.21.1
Bidder	“Bidder” shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and Permitted assigns severally as the context may Require.
Bidding Documents	As defined in Clause 3.3.4
Bid Evaluation Criteria	As defined in Clause 7.2
Bidding Process	As defined in Clause 3.3.1
BOLT	Built-Own-Lease-Transfer model of PPP projects
BOO	Build-Own-Operate model of PPP projects
BOOT	Build-Own-Operate-Transfer model of PPP projects
BOT	Build Operate Transfer model of PPP projects
COD	Commercial Operation Date; shall mean the date on which the Project is declared by the Developer to be operational and the same is validated by SDMC.
Concession	As defined in Clause 3.1.0
Concessionaire	As defined in Clause 3.1.0
Concession Agreement	As defined in Clause 3.1.0
Conflict of Interest	As defined in Clause 4.2.1(b)
DBFOT	As defined in Clause 3.1.0
Demand Draft	As defined in Clause 4.21.1
Developer / Dry Waste Process Plant Developer	shall mean the Concessionaire as defined in Clause 3.1.0

Disposal	The activity of disposing remnants of the waste process in a Sanitary Landfill
Eligible Projects	As defined in Clause 5.2.1
Financial Capacity	As defined in Clause 5.1 (c)
Financial Offer	As defined in 3.3.1(c)
Government	Government of India
Highest Bidder	As defined in Clause 7.2.1
Installed Capacity	The sum total of name plate capacity of all the units of the Project
Lender Documents	The set of documents constituting the agreement between the Concessionaire and the Lender for the purpose of providing debt financing to the Project
LOA	Letter of Award
Monthly Concession Fee	As defined in Clause 7.1.1
MRF	Material Recovery Facility
MSW	Municipal Solid Waste
Net Worth	As defined in Clause 5.3.1
Performance Security	As defined in Clause 4.21.4
PPP	As defined in Clause 3.1.0
Processing/MSW Processing	As defined in Clause 3.2
Processing Technology	As defined in Clause 3.2
Project	As defined in Clause 3.1.0
Project Facilities	means the Site and the Processing Facility
Proposed Technology	As defined in Clause 3.2
Qualification	As defined in Clause 3.3.1(a)
Qualification Application	As defined in Clause 3.3.1(a)
Qualified Bidders	As defined in Clause 3.3.1(a)
Quoted Monthly Concession Fee	As defined in Clause 7.1.2
Re. or Rs. or INR	Indian Rupee
RFP	Request for Proposal
Scheduled COD	As defined in the Concession Agreement
Technical Capacity	As defined in Clause 5.1
Technical Proposal	As defined in Clause 3.3.1(b)

TPD	Tonnes per day
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The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

3. Introduction

3.1.0 ProjectBackground

The South Delhi Municipal Corporation (the “Authority”) was constituted on 29th December 2011 under the Delhi Municipal Corporation (Amendment) Act, 2011 (DELHI ACT 12 of 2011). The South Delhi Municipal Corporation (the “Authority”) is responsible for providing municipal and civic services to the citizens of South and Western part of Delhi State, including collection, transportation and disposal of Municipal Solid Waste (MSW) generated within their jurisdiction and as part of this endeavor, the Authority has decided to select an entity to set up, operate & maintain for 14 years an Automated Dry Waste Processing Facility of the capacity of 200 TPD as per Solid Waste Management (SWM) Rules 2016, at Tehkhand Okhla, New Delhi (the “Project”) through Public-Private Partnership (the “PPP”) on Design, Build, Finance, Operate and Transfer (the “DBFOT”) basis. The site of the Project shall comprise the one contiguous piece of land admeasuring two (2) Acres earmarked by SDMC at Tehkhand, Okhla, New Delhi (**“Project Land”) as per Appendix-D.**

The Selected Bidder (the “Concessionaire”) shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project upon the Project Land which shall be conveyed to the Concessionaire by the Authority under and in accordance with the provisions of a long-term concession agreement (the “Concession Agreement”) to be entered into between the Concessionaire and the Authority. Brief particulars of the Project are as follows:

Name of the Project	Capacity in TPD
Setting up of an Automated Dry Waste Processing facility of capacity 200 TPD for Central Zone of South Delhi Municipal Corporation on Public Private Partnership Basis.	200

The scope of the Project during the Concession Period shall mean and broadly include the following (Scope of the Project):

- (a) To design, engineer, finance, procure and construct Dry Waste Processing Plant of capacity of 200 MTPD on the project site as per terms and condition set forth in this RFPdocument.
- (b) To Operate & Maintain the Plant for a period of 14 years and hand back as per terms and condition set forth in the biddocument.

The concessionaire must have the capacity to process the assured quantity of dry waste by plant having assured level of automation as per clause 3.2. For detailed scope of work, please refer draft concession agreement enclosed herewith.

- 3.1.1 The Bidding Documents including the draft Concession Agreement for the Project have been provided to the Bidders. Any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents. The Concession Agreement sets forth the detailed terms and conditions for grant of concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**"). The term of the Concession Agreement shall be for a period of 14 years from the COD of the project.
- 3.1.2 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and shall not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 3.1.3 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 3.4 for submission of Bid (the "**Bid Due Date**").

3.2 Proposed Technology

- 3.2.1 The Bidder shall have the option to choose any technology for dry waste processing. However, Electro Mechanical Equipment to be deployed is enumerated as per clause No. 3.2.3.
- 3.2.2 The Bidder shall propose a technology/equipment which it feels is suitable for the project and is in compliance with SWM Rules 2016 notified by MoEF as amended from time to time and order/directions of Hon'ble Court(s)/NGT. However, **the Bidder needs to ensure the following:**
- (a) The bio-degradable and recyclable content of the waste needs to be separated through a suitable Material Recovery Facility (the "**MRF**")
 - (b) A suitable Processing Technology for processing of the bio-degradable content of the waste.
 - (c) A suitable technology for recovering and processing recyclable content of the waste
 - (d) Generally, not more than 20% of the waste received at the Project Facility should be disposed of in the Sanitary Landfill/Waste Plant.
- 3.2.3 The bidder shall have the option to choose suitable combination of machineries for dry waste processing as per requirement at site. However, to achieve the minimum benchmark level of automation, at least the minimum nos. of mentioned against each type of electromechanical

machineries of appropriate capacity capable of performing the job must be installed.

S.No.	Category	Type of Electro Mechanical Equipment	Capacity	Minimum nos.
1	Screening Equipment	Trommel	As per assessed requirement by the bidder	1 (One)
2		Vibro Screen	-Do-	1 (One)
3	Size/ Shape Separator	Ballistic Separator	-Do-	1 (One)
4		Air Sorter	-Do-	1 (One)
5	Ferrous/ Non-ferrous metal separator	Magnetic Separator	-Do-	1 (One)
6		Eddie Current Separator	-Do-	1 (One)
7	Conveyor Belts(Chain/ Belt/ etc.)	Chain Conveyer	-Do-	1 (One)
8		Belt Conveyor	-Do-	1 (One)
9	Sorting Platform	Sorting Platform, Legs, Chutes and similar fabrication work	-Do-	1 (One)
10		Bailing Machine	-Do-	1(One)
Total				10
11	Miscellaneous Equipment (Note : Miscellaneous Equipments shall be mandatorily provided but shall not be part of evaluation criterion of Technical Proposal)	Air Compressor	-Do-	1 (One)
		Electric Panel	-Do-	As per Req.
		Electrical Connection & Wiring	-Do-	As per Req.
		Fire Fighting System,	-Do-	As per Req.
		Dust Collection System	-Do-	As per Req.
		CCTV.	-Do-	At least 2 Camera.
		Weighbridge	50 MT capacity	2(two)

Performance parameters:

- Allow only the non-usable, non-recyclable, non-biodegradable, non-combustible and non- reactive inert waste and pre-processing rejects and residues from waste processing facilities to go sanitary landfill, however, every effort shall be made to recycle or reuse the rejects to achieve the desired objective of zero waste going to sanitary landfill.

3.3 Brief description of Bidding Process

- 3.3.1 The Authority has adopted online **single stage** two bid i.e. technical bid and financial bid (the **“Bidding Process”**) for selection of the bidder for award of the Project. It involves:
- a) Qualification (the **“Qualification”**) of interested parties (the **“Bidder”/Bidder(s)**), which expression shall, unless repugnant to the context who make a qualification application (the **“Qualification Application”**) in accordance with the **Appendixes A1, A2, B1, B2-A, B2-B, B3, B4-A, B4-B, B4-C, B4-D, B4-E, B4-F, B5-A, B5-B, B5-C, B6 & C-1 Qualification Application**. Bidders meeting the Technical and Financial Capacity as set out in **Clause 5.1. will** be short-listed (the **“Qualified Bidders”**).
 - b) Evaluation of the financial application (the **“Financial Offer”**) made in accordance with the online format for Financial Offer, of only the Qualified Bidders
- 3.3.2 The Bidding Documents of the Project and all the further updates and notices shall be available and shall be downloaded on the website <http://www.tenderwizard.com/SOUTHMCENTENDER>
- 3.3.3 The bid documents are also available on the website www.mcdonline.nic.in. for viewing purpose only.
- 3.2.4 The **“Bidding Documents”** includes the RFP, Model Concession Agreement which will be provided to the Bidders along with the RFP. The aforesaid documents and any addenda issued subsequent to this RFP Document will also form a part of the Bidding Documents.
- 3.2.5 Bidder will be required to deposit along with the Bid a Bid Security as per the **Clause 4.21**.
- 3.2.6 Bidder will be required to submit the RFP document along with Bid, each page of which shall be duly signed by authorized signatory.
- 3.2.7 Bidders are invited to examine the Project in greater detail, and to carry out, at their own cost, such studies as may be required for submitting their respective Bids together with all required documents towards award of the concession for the Project.
- 3.2.8 The Project shall be awarded to the Bidder whose bid has been determined to be responsive to all the conditions of the bid document, meet the minimum bidder's constitution criteria, Technical and Financial qualification and get minimum 70(Seventy) percent marks for technical

proposal as set forth in this bid document and whose quoted monthly Concession Fee Payable to SDMC during first year of Operation is found to be highest and who has been declared as selected bidder as per **Clause 7.2** . The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in **Clause 7.2 of** this RFP, be invited to match the Financial Offer submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Offer of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

3.2.9 Further and other details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

3.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

S. No.	Event Description	Date
1.	Pre-Bid meeting	On 20.10.2020 at 03:00 PM
2.	Last date for receiving queries	Upto 21.10.2020 till 05:00 PM
3.	Last date for downloading of RFP Document & Draft C.A.	Upto 28.10.2020 till 02:00 PM
4.	Last Date of submission of online bids (Technical & Financial both)	Upto 30.10.2020 till 03:00 PM
5.	Date of Opening of Technical bids	On 30.10.2020 at 03:30 PM
6.	Opening of Financial bids	To be intimated
7.	Letter of Award (LOA)	To be intimated
8..	Validity of Bids	180 days from Bid Due Date

If any public holiday, weekly holidays falls on the scheduled dates, the next working day shall be treated as the operational date. The Authority reserves the right to change the above Bid process timelines. However, the Authority shall notify prospective Bidders through email/notification on website platform regarding changes to the above timelines.

3.4 Land Lease and Reject Handling Charges:

3.4.4 About 2.0 acres of land will be made available for the establishment of Project. The Concessionaire shall be required to pay land lease charges of

Rs. 1.00 per annum per acre (from the COD till the end of the 14th year after CoD). The land lease charges shall be paid in advance for the succeeding financial year as per the terms in Land Lease Agreement.

- 3.4.5 The Concessionaire shall be responsible to transport and dispose off the rejects from the project at the designated disposal sites (SLF Okhla and WtE Plant Okhla) as directed by the Authority during the concession period. However neither the Concessionaire will claim any cost towards the transportation & disposal of such rejects at the designated site as mentioned nor SDMC will charge any Cost to the Concessionaire for disposal of such rejects at the designated disposalsite.

4. Instructions to Bidders

A. General

4.1 Scope of Bid

- 4.1.1 The Authority wishes to receive Qualification Application and Financial Offer.

4.2 Eligibility of Bidders

- 4.2.1 For determining the eligibility of Bidders (the “**Eligible Bidders**”) hereunder, the following shall apply:
- (a) The Bidder for qualification may be a Sole proprietorship, registered partnership firm, public limited company and private limited company. The firm/company should be registered in India. **No consortium is allowed to bid and shall be summarily rejected.** A Bidder may be a private entity, government-owned entity.
 - (b) A Bidder shall not have a 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 be entitled to forfeit and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority including consideration of such Bidder’s proposal (the “**Damage**”) without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect share holding of a Bidder, its Member or an Associate thereof (or

any shareholder thereof having a shareholding of more than 5%(five percent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956/2013. For the purposes of this Clause 4.2.1I, indirect shareholding held through one or more company or corporation shall be computed as follows: (aa) where any intermediary is controlled by a company or corporation through management control or otherwise, the entire shareholding held by such controlled intermediary in any other company or corporation (the "Subject Company") shall be taken into account for computing the shareholding of such controlling company or corporation in the Subject Company or corporation; and (bb) subject always to sub-clause (aa) above, where a company or corporation does not exercise control over an intermediary, which has shareholding in the Subject Company or corporation, the computation of indirect shareholding of such company or corporation in the Subject Company or corporation shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such company or corporation in the intermediary is less than 51%of the subscribed and paid up equity shareholding of such intermediary;or

- (ii) a constituent of such Bidder is also a constituent of another Bidder;or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof;or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder;or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other;or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of theProject.

4.2.2 The Bidder should submit a Power of Attorney as per the format at Appendix B6, authorizing the signatory of the Bid to commit theBidder.

4.2.3 Any applicant/bidder who has been either black- listed or debarred or suspended for business for any similar work by the Central/ any State Government, any Urban Local Bodies, or any entity controlled by them from

participating in any project and the said bar/blacklisting or suspension subsists as on the date of opening of the Bids, shall not be eligible to bid in this tender unless such black-listing / debarring / suspension has been specifically stayed by any court of law or by any duly constituted arbitral Tribunal.

- 4.2.4 Any Bidder or any of its director who has been convicted in any criminal activity or in any criminal breach of trust or mal-practice or unfair trade activity in any form shall not be eligible to bid. The conviction by court of law in respect of any of the activities mentioned above will debar the entity from bidding in the tender unless the same has been stayed / suspended by the court.
- 4.2.5 A Bidder, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitrator judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder. The Bidder has to submit a sworn affidavit in the format prescribed as **Appendix B1 complying with the above.**
- 4.2.6 The following conditions shall be adhered to while submitting the Bid:
- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information.
 - (b) Information supplied by a Bidder must apply to the Bidder and its Associate named in the Bid and not, unless specifically requested.
 - (c) In responding to the Bid submissions, Bidders should demonstrate their capabilities in accordance with **Clause 5.1**
- 4.2.7 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

4.3 General Terms of Bidding Process

- 4.3.1 Information are being provided in this bid document only as a preliminary reference document by way of **assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bid.**

Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

- 4.3.2 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 4.3.3 shall also apply *mutatis mutandis* to Bid and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 4.3.3 This RFP is nontransferable.
- 4.3.4 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

4.4 Number of Bids and costs thereof

The bidder shall submit only one bid. Multiple bid submitted by any bidder will be summarily rejected. The Bidders shall be responsible for all of 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.

4.5 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.

4.6 Acknowledgement by-bidder

- 4.6.1 It shall be deemed that by submitting the Bid, the Bidder has:
 - (a) made a complete and careful examination of the RFP; received all relevant information requested from the Authority;
 - (b) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 4.5 above; and agreed to be bound

by the undertakings provided by it under and in terms hereof

- 4.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

4.7 Right to accept or reject any or all Bids

- 4.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder.
- 4.7.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons
- 4.7.3 The Authority reserves the right to reject any Bid if
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid, or
 - (c) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 4.7.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Concession Agreement and under

applicable law.

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

4.8 Validity of Bid

- 4.8.1 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bid may be extended by mutual consent of the respective Bidders and the Authority.

4.9 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

B. Documents

4.10 Contents of the RFP

- 4.10.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 4.13.

Section1	DISCLAIMER
Section2	GLOSSARY
Section3	INTRODUCTION
Section4	INSTRUCTIONS TO BIDDERS
Section5	QUALIFICATION APPLICATION
Section6	TECHNICALPROPOSAL

Section7	FINANCIALOFFER
Section8	FRAUD AND CORRUPTPRACTICES
Section9	PRE-BIDMEETING
Section10	MISCELLANEOUS

A – Bid Security

B - Qualification Application

C- Technical Proposal

D- Project Site

4.11 Clarification

- 4.11.1 Bidders requiring any clarification on the RFP may notify the Authority in on e-mail ID eedemshq2019@gmail.com to the officer designated in Clause 4.17.5 below. The subject of the communications shall clearly bear the following identification/title:

“Queries/Request Setting up of an Automated Dry Waste Processing facility of capacity 200 TPD for Central Zone of South Delhi Municipal Corporation on Public Private Partnership Basis”. The responses shall be uploaded by the Authority on the website <http://mcdonline.nic.in> without identifying the source of queries.

4.11.2 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.

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

4.12 Amendment of RFP

4.12.1 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of revised documents. In all cases the revised document would be deemed to completely override the contents of the earlier document.

4.12.2 Any revisions thus issued shall be available on the website <http://www.tenderwizard.com/SOUTHMCENTENDER> & <http://mcdonline.nic.in>

4.12.3 In order to afford the Bidders a reasonable time for taking a revision into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

4.13 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

4.14 Correspondence with the Bidder

4.14.1 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

C. Preparation and Submission of Bid

4.15 Language

The Bid and all related correspondence and documents in relation to the

Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

4.16 Format and signing of Bid

- 4.16.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 4.16.2 The Bidder shall prepare the Bid as specified in **Clause 4.17.**
- 4.16.3 The Bid and its copy shall be typed or written in indelible ink and signed by the Authorized Signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers shall be uploaded in serial .Submission of Signed Bid documents is to certify that the applicant is unconditionally accepting all the terms and conditions of the bid document.

4.17 Submission of Bids

- 4.17.1 The Bidder shall submit the Bid on <http://www.tenderwizard.com/SOUTHMCENTENDER> as stipulated below:
- 4.17.2 The bidder shall submit the **Bid Security and Tender document Cost online. If the bid security is submitted in the form of Bank Guarantee the same** shall be scanned and uploaded by the bidder. The Cover Letter for Bid Security in the format at Appendix A1 and all documents shall also be scanned and uploaded. Bids without the cost of document & Bid Security will be summarily rejected.
- 4.17.3 Online Submission of bid: The bidder shall upload scanned document on the Tender Wizard Portal <http://www.tenderwizard.com/SOUTHMCENTENDER> in Support of their constitution criterion, Technical and Financial Capacity and technical proposal in the format prescribed in the RFP document as under.
 - (a) Online Submission - Envelope 1 should contain the following :
 - (i) Forms regarding technical experience in the prescribed format at Appendix B1- Letter comprising Bid, Appendix B2-A, B2-B, Appendix B3, Appendix B4-A, B4-B, B4-C, B4-D, B4-E, B4-F, Appendix B5-A, B5-B, B5-C, and

Appendix B-6, along with supporting documents.

- (ii) Technical Proposal: in the prescribed format at [Appendix C1](#).
 - (iii) Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of **its partnership deed**.
 - (iv) Bidder's duly audited balance sheet and profit and loss account for the relevant year
 - (v) Copy of the RFP Documents, Draft Concession Agreement along with all amendments and clarifications, duly stamped and signed on each page by the Authorized Signatory of the Bidder.
- (b) Online Submission - Financial Bid should contain the "Financial Offer" in the prescribed format.

4.17.4 The Bids shall be submitted as above on any working day i.e. Monday to Friday excluding public holidays before 1500 hrs (Indian Standard Time) on or before the Bid Due Date for each Bid.

4.17.5 The bidders must submit, the Demand Draft of INR 5,000 (INR five thousand only) to Authority towards the cost of the Bidding Documents for each Bid in the manner as mentioned in **Clause 4.17.2**.

4.17.6 Bids submitted by fax, telex, telegram, any physical form, drop box or e-mail shall not be entertained and shall be rejected.

4.17.7 For avoidance of doubt, the documents shall be arranged in the envelopes as tabulated below:

<p>1. Technical Bid Online Submission:</p>	<ul style="list-style-type: none"> • Bid Security Covering Letter Appendix A1 • Bid Security online payment/ Bank Guarantee • Bid document Cost online payment. <p>Qualification Application& Technical Proposal Letter Comprising Bid –Appendix B1 Forms in the prescribed format at Appendix B1- Letter comprising Bid, Appendix B2-A,B2-B, B3,B4-A,B4-B,B4-C,B4-D,B4-E,B4-F,B5-A,B5-B,B5-C& B-6 along with supporting documents. Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed; Copies of Bidder's duly audited balance sheet and profit and loss account for the relevant year. the RFP Documents and draft Concession Agreement duly stamped and signed on each page by the Authorized Signatory of the Bidder Technical Proposal - Appendix C1</p>
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2. Financial Bid :	Financial bid shall be submitted only in the provided online format for “Financial Offer”
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4.18 Bid Due Date

4.18.1 Bids should be submitted before 1500 hours IST on the Bid Due Date, at the address provided in **Clause 4.17** in the manner and form as detailed in this RFP.

4.18.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with **Clause 4.12** uniformly for all Bidders.

4.19 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be accepted for whatsoever reasons.

4.20 Modifications/ substitution/ withdrawal of Bids

4.20.1 The Bidder may modify, substitute or withdraw its Bid after submission, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

4.20.2 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

4.21 Bid Security & the Performance Security

4.21.1 The Bidder shall furnish as part of its Bid, a bid security worth **INR INR 31.72 lakhs/- (INR Thirty One Lakhs Seventy Two Thousand only)** (the “Bid Security”) online payment/in the form of a bank guarantee fixed deposit receipt issued by a Scheduled Bank in India along with the Bid Security Cover Letter as specified in **Appendix A1** and having a validity of 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Similarly, the bank guarantee shall be submitted in the format specified in Appendix A2 of this document (the “Bank Guarantee”). However, in case of Bank Guarantee 50 % of the earnest money or Rs 20.00 Lacs whichever is less, will have to be deposited online and balanced can be expected in form of Bank Guarantee issued by a scheduled bank. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

4.21.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

4.21.3 The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance

of the Bid of the selected Bidder or when the Bidding process is cancelled by the Authority.

4.21.4 The selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions in the Concession Agreement.

- (a) **Performance Security:** Successful Bidders, selected by the Authority, based on this RFP shall submit Performance Security in the form of a bank guarantee in favour of the SDMC for a value of worth 10% of the total payable Concession Fee evaluated as "Y" as per clause No. 7.1.2 for the Project within 45 days of issuance of Letter of Award and before signing the Concession Agreement (the "Performance Security"). It may be noted that Successful Bidders shall submit the Performance Security for the Project according to the Concession Agreement with a validity period of one (1) year beyond the Scheduled Expiry Date of the Concession Period.

4.21.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *interalia* in any of the events specified in Clause 4.21.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid Validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

4.21.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:

(a) If the Qualification Application and Technical Proposal are found to be non-responsive, the Bid shall be rejected and the Bid Security shall be returned but if the Financial Offer is found to be non-responsive, the Bid Security shall be forfeited;

(b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 8 of this RFP;

(c) If a Bidder withdraws its Bid during the period of Bid Validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

(d) In the case of selected Bidder, if it fails within the specified time limit-

(i) to sign and return the duplicate copy of LOA;

(ii) to furnish the Performance Security within the period prescribed thereof in the Concession Agreement.

D. Evaluation Process

4.22 Opening and Evaluation of Bids

- 4.22.1 The Authority shall open the Bid at 15:30 hours IST on the Bid Due Date, at the office of **Superintending Engineer (DEMS) HQ, South Delhi Municipal Corporation, 8th Floor, Dr. S P M Civic Center, Minto Road, New Delhi-110002** in the presence of the Bidders who choose to attend.
- 4.22.2 Bids for which a notice of withdrawal has been submitted in accordance with **Clause 4.20** shall not be opened.
- 4.22.3 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 7.
- 4.22.4 Bidders are advised that pre-qualification of Bidders 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.
- 4.22.5 Any information contained in the Bid 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 the Project is subsequently awarded to it on the basis of such information.
- 4.22.6 The Authority reserves the right not to proceed with the Bidding Process at any time without the notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 4.22.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant portion from computation of Technical and Financial capacity of the Bidder.
- 4.22.8 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from evaluation of Technical Capacity of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of **Clauses 4.7.3 and 4.7.4.**

4.23 Tests of responsiveness

- 4.23.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- (a) it is received as per formats at Appendix A, B, C and D;
 - (b) it is received before 1500 hrs (Indian Standard Time) on the Bid Due Date including any extension thereof pursuant to **Clause 4.18.2**; it is signed, sealed, bound, and marked as stipulated in **Clauses 4.17 and 4.18**;
 - (c) it is accompanied by the Power of Attorney as specified in **Clause 4.2.2**,

- (d) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (e) it contains information in formats same as those specified in this RFP;
- (f) it contains certificates from its statutory auditors in the formats specified at Appendix B of the RFP for each Eligible Project;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

4.23.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

4.24 Evaluation of Eligibility Parameters

Subject to the provisions of **Clause 4.7**, the Bidder whose Bid is adjudged as responsive in terms of **Clause 4.23** shall be considered for further evaluation. The Bidder for Qualification has to demonstrate Technical Capacity and Financial Capacity as mentioned in **Clause 5.1**.

4.25 Evaluation of Technical Proposal

Subject to the provisions of **Clause 4.7**, the Bidder whose Bid is adjudged as responsive in terms of **Clause 4.23** and meet the eligibility criteria in terms of **Clause 4.24** shall be considered for evaluation of Technical Proposal as mentioned in **Clause 6**.

4.26 Selection of Bidder - Evaluation of Financial Offer

Financial Offers of the technically qualified Bidder which have been accepted for opening by the Authority, shall be opened in presence of the representatives of the Bidders, who wish to be present. The financial evaluation of Financial Offers will be carried out based on information furnished in the Financial Offers.

4.27 Clarifications

4.27.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. 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) in response thereto shall be in writing.

If a Bidder does not provide clarifications sought under **Clause 4.27.1** above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority

E. Scope of work

4.28 Scope

4.28.1 SDMC proposes to setup Dry Waste Processing Plant at Tehkhand , Okhla New Delhi.

4.28.2 The successful Bidder will be responsible for Design, finance, Procure, Construct, Commission, Operation & Maintenance for a period of 14 years of

200 MTPD Automated Dry waste Processing Facility at Tehkhand, Okhla, New Delhi for Central Zone in South Delhi Municipal Corporation on Public Private Partnership Basis.

- 4.28.3 The dry waste processing plant shall be setup and operated in such a manner as prescribed under SWM Rules, 2016 as amended from time to time or any other direction/obligation imposed by any authority or other law for the time being in force.

5. Qualification Application

5.1 Evaluation parameters

The Bidder for Qualification has to meet the minimum eligibility Criterion in terms of its Constitution, demonstrate Technical Capacity, Financial Capacity and the Technical Proposal submitted by the bidder and evaluated by SDMC must get at least 70 marks out of full 100 marks. The financial bid of only those bidders will be considered for evaluation who meet the minimum eligibility Criterion set hereunder in terms of Constitution of the bidder, Technical Capacity, financial capacity and Technical Proposal. The financial bid of the bidders who do not qualify the minimum eligibility criterion and will not be opened.

(a) **Constitution of the bidder:** The bidder must be either a proprietorship firm or partnership firm or Private limited Company or Public Limited Company constituted under the Company Law 1956. **Consortiums will not be eligible for bidding.**

(b) **Technical Capacity:** For demonstrating experience in executing similar projects (the “**Technical Capacity**”), the Bidder shall have:

- i. Experience of successfully developed / constructed at least 1(one) project of Automated Dry Waste Processing Plant of capacity of 160 TPD of Dry Municipal Solid Waste (MSW) or higher capacity in the last seven (7) years ending last day of the month previous to the one in which tenders are invited. The project shall have been under operation for at least one year post COD; **and**
- ii. experience of processing of at least 58400MT
- iii. Dry Municipal Waste during any 1(one) year (a year means one continuous period of 365 days) by Automated Dry Waste Processing Plant in last seven (7) years ending last day of the month previous to the one in which tenders are invited.

Or

- i. Experience of successfully developed / constructed at least 2(two) project of Automated Dry Waste Processing Plant of capacity of 120 TPD of Dry Municipal Solid Waste (MSW) or higher capacity in the last seven (7) years ending last day of the month previous to the one in which tenders are invited. The project shall have been under operation for at least one year post COD; **and**
- ii. Experience of processing of at least 87600 MT Dry Municipal Waste during any two year (a year means one continuous period of 365 days) by Automated Dry Waste Processing Plant in last seven (7) years ending last day of the month previous to the one in which tenders are invited.

Or

i. Experience of successfully developed / constructed at least 3 (three) project of Automated Dry Waste Processing Plant of capacity of 80 TPD of Dry Municipal Solid Waste (MSW) or higher capacity in the last seven (7) years ending last day of the month previous to the one in which tenders are invited. The project shall have been under operation for at least one year post COD; **and**

ii. Experience of processing of at least 87600 MT Dry Municipal Waste during any three year (a year means one **continuous period of 365 days**) by Automated Dry Waste Processing Plant in last seven (7) years ending last day of the month previous to the one in which tenders are invited.

(c) **Financial Capacity:**

(i) **Turnover:** The Average Annual Financial Turnover should be at least Rs. 10.86 Cr. During the immediate last three consecutive financial years.

(ii) **Profit /loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet, duly audited and certified by the Chartered Accountant.

(iii) **Net Worth :** The Bidder shall have Net Worth not less than Rs. 3.26 Cr during last financial year issued by the Certified Chartered Accountant.

(d) **Technical Proposal: The** Technical Bid would be evaluated on the basis of evaluation parameters set out in Appendix C of this RFP. The Bidders whose Technical Bids scores at least 60% marks in all individual categories and overall get minimum 70 out of 100 shall be shortlisted for further evaluation ("Technically Qualified Bidders"). The bidder who meets the minimum criteria for individual categories of the technical parameters set out in Appendix-'C' shall get 60% marks in that category and the bidders who proposes deployment / performance in excess of 10% or more of the minimum criteria shall get 100 % marks in that category.

5.2 Technical Capacity for purposes of evaluation

5.2.1 For a project to qualify as an Eligible Project:

(a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or EPC basis or any other similar basis.

(b) For claiming development experience, the entity claiming experience specified at clause **5.1 (b)** should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six percent) equity during the development stage i.e. from Financial Closure till Commission of the Eligible Project and the entire year for which the experience is being claimed.

(c) For claiming construction experience, the bidder should have received payments from its clients for construction works executed during the period mentioned in **Clause 5.1 (b)i.**

(d) The scope of the project is Dry Waste Processing Plant by the Proposed Technology.

- 5.2.2 The Bidder shall quote experience in respect of a particular Eligible Project only once. Double counting for a particular Eligible Project shall not be permitted in any form.

5.3 Financial information for the purpose of evaluation

- 5.3.1 For the purpose of this RFP document, Net Worth (the “**Net Worth**”) is defined as:

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.

5.4 Details of Experience

- 5.4.1 The Bidders must provide the necessary information relating to Technical Capacity which shall include the following:

- (a) Performance certificate(s) from the concerned client(s) along with a certificate from the statutory auditor stating the quantum of waste managed or capacity of technology equipment supplied in tones per annum or MW, as the case may be, during past 7 years in respect of the projects specified in paragraph 5.2. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor and the client; and
- (b) Certificate(s) from the concerned client(s) evidencing the COD of the project

- 5.4.2 The Bidders must provide the necessary information relating to Financial Capacity as per Appendix B5, which shall include the following:

- (a) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of Clause 5.1.(c)
- (b) Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last financial year, preceding the year in which the Bid is made. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 1 (one) year preceding the year for which the Audited Annual Report is not being provided.

6.0 Technical Proposal

6.1 Technical Proposal parameters

- 6.1.1 The strength of the Bidder's Technical Proposal shall be established on the details furnished on the following three points:
- (a) Technologies proposed for the Dry Waste Processing Facility at Tehkhand, Okhla, New Delhi
 - (b) Environmental Compliance and Other Compliance
 - (c) Amount of reject going into the sanitary landfill/WtePlant
- 6.1.2 The details to be filled in the Technical Proposal are mentioned in the **Appendix-C1**.
- 6.1.3 The Bidder shall have provision for adding extra capacity to the Dry Waste Processing Plant to accommodate the growth in MSW potential in the coming years subject to mutual agreement between the SDMC and Concessionaire.
- 6.1.4 The Bidders shall attempt to maintain the objectivity of details they fill in the Technical Proposal.
- 6.1.5 The Bidders may at their discretion provide any supporting documents which enhances the clarity of the details filled.

6.2 Evaluation of the Technical Proposal

The Technical Bid would be evaluated on the basis of evaluation parameters set out in **Appendix C** of this RFP. The Bidders whose Technical Bids scores at least 60% marks in all individual categories and overall get minimum 70 out of 100 shall be shortlisted for opening of the Financial Offer ("**Technically Qualified Bidders**").

7. Financial Offer

- 7.1.1 In lieu of the Concession, the Concessionaire has to pay a lump sum amount to SDMC every month starting from COD till expiry of the Concession Agreement as "**Monthly Concession Fee**."
- 7.1.2 Financial Offer shall comprise of the Monthly Concession Fee payable to SDMC by the Concessionaire in the first year of operation commencing from the COD of the Project ("**Quoted Monthly Concession Fee**"), in lieu of the Concession for setting up and operating the project by the Bidder as per terms and Condition mentioned in the RFP documents and the Concession Agreement. The Concession Fee payable to SDMC by the Concessionaire in subsequent years will be increased at the simple rate of 5% every year till the Concession Period asunder.

Sr.no	Year of Operation postCOD	The applicable Rate of Monthly concession fee (Rs.)
1	1 st Year	Say ' X'
2	2 nd year	1.05*X
3	3 rd year	1.10*X
4	4 th year	1.15*X
5	5 th year	1.20*X
6	6 th year	1.25*X
7	7 th year	1.30*X
8	8 th year	1.35*X
9	9 th year	1.40*X
10	10 th year	1.45*X
11	11 th year	1.50*X
12	12 th year	1.55*X
13	13 th year	1.60*X
14	14 th year	1.65*X
Total Concession Fee payable during 14 years		18.55*X Say ' Y'

7.1.3 The Quoted Concession Fee shall be provided in INR/per month upto three (3) decimal places.

7.1.4 Financial Offer must be strictly as per the **online format for “Financial Offer”**, and nowhere else otherwise the Bids will be considered as Non-responsive and summarily rejected.

7.2 Evaluation of the Financial Offer

7.2.1 The Bidders who quotes the highest monthly Concession Fee payable to SDMC during the first year of operation after COD shall be declared as the Highest bidder (the “**Highest Bidder**”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

7.2.2 The Bidder who is selected for carrying out the work as per the clause 7.2.3 & 7.2.4 shall be declared as the selected Bidder (the “**Selected Bidder**”).

7.2.3 The right of refusal of the collection and transportation Concessionaire in the four zones of South Delhi Municipal Corporation:

After opening of the financial bid, if it is found that one or more of the four existing appointed concessionaires for collection and transportation of solid municipal waste in four zones of SDMC have participated in the bidding process and qualified for opening of financial bid but none of them has emerged as the highest bidder as per their financial bid, then the following course of action should be taken:

(A) The collection and transportation Concessionaires working in the four zones who participated in the tendering process and qualified for opening of Financial bid after meeting the eligibility criteria shall be called for matching the quote of highest bidder.

(B) The Collection and Transportation Concessionaire who is asked to match the quote of Highest Bidder by SDMC as per Clause 7.2.3 (A) and the Concessionaire submitted its unconditional agreement in this regard in writing within stipulated time as per the communication of SDMC shall be declared as the selected bidder.

(C) If more than one working collection and transportation Concessionaire agree to match the quote of highest bidder (**Tie Bidders**), the selected bidder will be selected through draw of lots amongst the Collection & Transportation Concessionaire which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

7.2.4 If none of the working Concessionaires matches the quote of Highest Bidder as per Clause 7.2.3, SDMC shall identify the Selected Bidder as under:

- a. The Highest Bidder declared as per Clause 7.2.1 shall be declared as Selected Bidder.
- b. In the event that two or more Bidders quote the same monthly Concession Fee payable to SDMC during the first year of operation after COD (the **"Tie Bidders"**), SDMC shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

7.2.5 In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the **"first round of bidding"**), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the **"second round of bidding"**). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth Highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third Highest Bidder shall be the Selected Bidder.

7.2.6 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in **Clause 7.2.5**, the Authority may, in its discretion, invite fresh Bids (the **"third round of bidding"**) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second Highest Bidder

in the first round of bidding. However, the working collection and transportation Concessionaire may exercise their right of refusal as per Clause 7.2.3.

- 7.2.7 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 7.2.8 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement within the period prescribed in clause 3.4. The bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.
- 7.2.9 The Financial Offer should be furnished in the provided online format only clearly indicating the amount in both figures and words, in Indian Rupees, and signed by the Bidder’s Authorized Signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 7.2.10 The successful bidder has to submit all the documents duly signed by authorized representative in hard copy which was submitted by him during the bidding process.

8. Fraud and Corrupt Practices

- 8.1.1 The Bidders or their Associate and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder including consortium members or their Associate has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in any form.
- 8.1.2 For the purposes of this Section 8, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with 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 Concession 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);

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with 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
- (e) **“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.

9. Pre-Bid Meeting

- 9.1.1 Pre-Bid Meeting(s) of the interested parties shall be convened at the designated date, time and place. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 9.1.2 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to upload clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process on the website www.mcdonline.nic.in only.

10. Miscellaneous

- 10.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 10.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) 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;
 - (b) consult with any Bidder in order to receive clarification or further information;

- (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/or
- (e) 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.

10.1.3 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 from any 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

11. Appendixes

Appendix A1

Form for Cover Letter for Bid Security

(Refer Clause 4.21)

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,

Dear Sir,

Please find enclosed a demand draft / bank guarantee no _____ dated _____ amounting to _____ drawn in favor of SDMC towards Bid Security for the project Design, finance, Procure, Construct, Commission, Operation & Maintenance for a period of 14 years of 200 MTPD Automated Dry waste Processing Facility at Tehkhand, Okhla, New Delhi.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

For and on behalf of

Appendix A2

Form Bank Guarantee for Bid Security

(Refer **Clause 4.21**)

B.G.No.

Dated:

1. In consideration of you, SDMC, having its office at, (hereinafter referred to as the **"Authority"**, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/2013) and having its registered office at.....
(hereinafter 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 Design, finance, Procure, Construct, Commission, Operation & Maintenance for a period of 14 years of 200 MTPD Automated Dry waste Processing Facility at Tehkhand, Okhla, New Delhi, on DBFOT basis (hereinafter referred to as **"the Project"**) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the Model Concession Agreement (hereinafter collectively referred to as **"Bidding Documents"**), we (Name of the Bank) having our registered office atand one of its branches at.....(herein after referred to as the **"Bank"**), at the request of the Bidder, do hereby in terms of Clause **4.21.1** 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 Authority an amount of.....() (hereinafter referred to as the **"Guarantee"**) 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.
2. Any such written demand made by the Authority 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.
3. 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 Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority 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
(1).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date exclusive of a claim period of 90 (ninety) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority 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 Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. 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.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority 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 Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority 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 Authority or any indulgence by the Authority to the said Bidder 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.
8. 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.
9. 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 which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority 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 Authority 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.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. 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.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to(). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9th **hereof.**

Signed and Delivered by Bank

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

(Signature of the Authorized Signatory)

Qualification Application

Appendix- B1 – **Form for Letter Comprising the Bid**

Dated:

Dear Sir,

Sub: Bid for Setting up of 200 MTPD Automated Dry waste Processing Facility at Tehkhand, Okhla, New Delhi.

With reference to your RFP document dated *****¹ I, having examined the Bidding Documents and understood their contents, hereby submit my Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; noting has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
3. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I certify that in the last three years, I have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.
6. I certify that as on the Bid Due Date, I am not black-listed or debarred or suspended for business for any similar work by the Central/ any State Government, any Urban Local Bodies, or any entity controlled by them from participating in any project.¹ (Similar work / project means any work of setting up of or operation and maintenance of Automated Dry Waste Processing Plant).
7. I declare that:
 - a. I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

- b. I do not have any conflict of interest in accordance with Clauses 4.2.1 (b) of the RFP document; and
 - c. I 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 Section 8 of 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, Central or State; and
 - d. I hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 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; and
 - 8. I 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 the Bidders, in accordance with Clause 4.8.2 of the RFPdocument.
 - 9. I believe that I satisfy(s) the financial criteria and meet(s) the requirements as specified in the RFP document.
 - 10. I declare that I have submitted only this single bid for the Project and am not associated with any other bid whatsoever submitted for this project.
-
- 11. I declare that I have submitted only this single bid for the Project and am not associated with any other bid whatsoever submitted for this project. In case the Bidder is unable to provide the certification specified in Para 6, it mayprecededtheParagraphbythewords,“exceptasspecifiedinSchedule ***** – hereto”. The Schedule may have details of such black-listing / debarring / suspension has been specifically stayed by any court of law or by any duly constituted arbitral Tribunal.
 - 12. I certify that in regard to matters other than security and integrity of the country, I have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 - 13. I further certify that in regard to matters relating to security and integrity of the country, I have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 - 14. I further certify that I or any of director, has not been convicted in any criminal activity or in any criminal breach of trust or mal-practice or unfair trade activity in any form..
 - 15. I 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.
 - 16. I further undertake that I shall execute the Concession Agreement in accordance with the draft that has been provided to me prior to the Bid Due Date.
 - 17. I hereby irrevocably waive any right or remedy which I 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.
18. In the event of my being declared as the Selected Bidder, I agree to enter into a Concession Agreement in accordance with the draft that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 19. I have studied all the Bidding Documents carefully and also surveyed the [project site]. I understand that except to the extent as expressly set forth in the Concession 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 relating to the Bidding Process including the award of Concession.
 20. I offer a Bid Security of Rs.***** (Rupees ***** only) to the Authority in accordance with the RFPDocument.
 21. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) isattached.
 22. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me or my Bid is not opened orrejected.
 23. The Quoted Concession Fee has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of theproject.
 24. I agree and undertake to abide by all the terms and conditions of the RFP document.
 25. I undertake to severally liable for all the obligations until signing of the ConcessionAgreement.
 26. I shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in theRFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully

Date Place (Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

(Note: In case the bidder is unable to provide the certification specified in para 6 above, it may precede the paragraph by the words, "except as specified in schedule ** hereto". The schedule may have details of such conviction has been specifically stayed by any court of law).***

Appendix B2-A**FORM FOR ANTI-COLLUSION CERTIFICATE**

We hereby certify and confirm that in the preparation and submission of our Bid for the Project titled *[Project Name]* we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this.....Day of, 20**

.....(Name of the Bidder)

. (Signature of the Authorized Person)

..... (Name of the Authorized Person)

Note:

1. *To be executed as Affidavit on a Stamp Paper of Rs. 100/- duly notarized*

Appendix B2-B

FORM FOR UNDERTAKING REGARDING INTEGRITY AND NOT BLACK LISTED/DEBARRED/SUSPENDED

We hereby certify and confirm that the entity is carrying out business fairly, honestly and openly. The entity /any person related to the entity has never offer, pay, promise or authorize to pay money, gifts or anything of value, including but not limited to bribes, entertainment, facilitation payments, kickbacks or any benefit, directly or indirectly, to any person or company whether a public official or private person or company, in order to improperly secure or retain any business or to obtain, retain or secure an improper advantage in the conduct of any business.

We also confirm that neither the entity nor any personal related to the entity is black listed / debarred / suspended for business for any similar work by the Central / any State Government, any Urban Local Bodies, or any entity controlled by them from participating in any project as on date of opening of the bids.

We also confirm that neither the entity nor any person related to the entity is involved in any such activity as per **Clause 4.2.4, 4.2.5 or 8.1.1** which can lead to termination/ disqualification from this bidding process.

We declare that we have not conceal any information or given any wrong information, and if we had our bid shall be liable to be disqualified.

Dated thisDay of , 20**

.....(Name of the Bidder)

. (Signature of the Authorized Person)

..... (Name of the Authorized Person)

Note:

1. *To be executed as Affidavit on a Stamp Paper of Rs. 100/- duly notarized*
2. *To be executed by all the members of the consortium separately*

Appendix B3

Form for Details of Bidder

1. a.Name:
 b.Incorporation as :
 c.Address of the corporate headquarters and its branch office(s), if any, in India
 d.Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Appendix B4-A
Form for Details of Eligible Projects

Instruction:

1. Bidders are expected to provide information in respect of each Eligible Project on separate sheets. The projects cited must comply with the eligibility criteria specified in **Clause 5.1 (b)** of the RFP. Information provided in this section is intended to serve as a backup for information provided in the Bid.
2. Certificate from the Bidder's statutory auditor or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/ Associate may provide the requisite certification.
3. The template for Details of Eligible Projects may be suitably modified to describe the project.
4. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluation of Technical Capacity.
5. The Bidder may suitably modify the Certificate template to capture the relevant Certificate information.

**Details of Eligible Projects for Automated Dry Waste Processing Plant
Construction/Development Experience during last 7years**

(Refer Clause 5.1 (b)(i))

Name of the bidder: _____

Item	Particulars of the Project
Name of the Project	
Scope of the Project	
Name(s) of other members of consortium, in case the said project was executed as a consortium	
Project Location	
Waste Processing Capacity in TPD	

Commercial Operation Date	
Equity Share Holding with period during which equity was held	
Time period for which O&M was undertaken for the Project	From to _____
Technology employed	
Current status of the project	

Yours faithfully,

For and on behalf of..... (Name of the Bidder)

_____ (Signature of Authorized Signatory)

_____ (Name and designation of the Authorized Person)

Appendix B4-B

Form for Details of Eligible Projects for Automated Dry Waste Processing Plant Operation & Maintenance Experience during last 7years.

(Refer Clause 5.1 (b)(ii))

Name of the bidder:_____

Item	Particulars of the Project
Name of the Project	
Scope of the Project	
Name(s) of other members of consortium, in case the said project was executed as a consortium	
Project Location	
Waste Processing Capacity in TPD	
Commercial Operation Date	
Equity Share Holding with period during which equity was held	
Time period for which O&M experience is claimed.	From_____to_____
Technology employed	
Quantity of Dry Waste Processed during the claim period.	

Yours faithfully,

For and on behalf of..... (Name of the Bidder)

_____(Signature of Authorized Signatory)

_____(Name and designation of the Authorized Person)

Appendix B4-C

Form for Consolidated details of experience for Automated Dry Waste Processing Plant Development, Operation & Maintenance Experience in the last seven (7) years:

Item	Particulars	Remarks
Number of Projects		
Total Dry Waste Processing Capacity (MW)		
Total Dry Waste Processed (TONNE)		

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Appendix.
2. The Project cited must comply with the eligibility criteria specified in the RFP. Information provided in this section is intended to serve as a back-up for information provided in the Bid.
3. A separate sheet should be filled for each Eligible Project.
4. Certificate from respective clients must be furnished as per format below for each Eligibility Project.

Yours faithfully,

For and on behalf of (Name of the Bidder)

_____ (Signature of Authorized Signatory)

_____ (Name and designation of the Authorized Person)

Appendix B4-D

Form for Satisfactory Performance Certificate for
Construction/Development/O&M of Project

(On the Letterhead of the Client)

We hereby certify and confirm that M/s _____ (Name of Operator) has in our
/Department/ Corporation/Municipality :

1. Constructed/developed the Dry Waste Processing Project
_____ (Name of the Project) in our
Department/Corporation/Municipality having the Capacity of TPD and is under
operation from _____ to _____.

2. undertaken O&M of Dry Waste Processing Project
_____ (Name of the Project) in our Department/Corporation and processed dry
waste as under:

Period		Quantity (MT)
From	To	
-----	-----	-----
-----	-----	-----

(Delete whichever is not applicable)

and that their performance is found satisfactory. Further the said company has not
been subjected to any vigilance investigations or subjected to any pending or
adjudicated dispute/s or termination or cancellation in respect of the above project/s.

Dated this Day of 2020.

(SIGNATURE)

Appendix B4-E

Form for Certificate from the Statutory Auditor regarding Dry Waste Processing Plant Development/Construction Experience (as per Clause 5.1 (b).(i) during last 7 years.

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder) has developed(name of project) for (nature of project) of processing capacity(TPD).The construction of the project commenced on (date) and the project was commissioned on (date).

It is certified that (name of the Bidder) installed and commissioned automated Dry waste processing as a developer and has been operating and maintaining this Automated Dry Waste Processing Plant from(date) to(date).

Name of the audit firm:

Signature & Seal of the audit firm:

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

Date:

⁷ Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

Appendix B4-F

Form for Certificate from the Statutory Auditor regarding Dry Waste Processing Plant Operation & Maintenance Experience (as per Clause 5.1 (b).ii) during last 7 years.

Based on its books of accounts and other published information authenticated by it, this is to certify that (Name of the Bidder) has Operated and Maintained (name of project) for (nature of project) of capacity (TPD). The project was commissioned on (date).

It is certified that (name of the Bidder) has been operating and maintaining this Dry Waste/annum Plant from (date) to (date).

We certify that the total Dry Waste processed by the Dry Waste/annum Plant during the years for which technical experience is quoted is as follows:

- 1: (starting date) to (ending date), tones of Dry Waste Processed.
- 2: (starting date) to (ending date), tones of Dry Waste Processed.

.....
.....

Name of the audit firm:

Signature & Seal of the audit firm:

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

Date:

Note : Separate Sheet for each Project shall be submitted.

Appendix B5-A

Form for Financial Capacity of the Bidder :Annual Turnover (Refer Clauses 5.1 (c) and 5.3)

Annual Turnover during the immediate last three financial Turnovers:

Name of the Bidder	Financial Year	Turnover (INR Crore)
(1)	(2)	(3)

Signature of Chartered Accountant.....

Name of Chartered Accountant.....

Membership No. of ICAI.....

Deal and Seal

Appendix B5-B

Form for Profit Loss Statement of available last five Consecutive financial year (Refer Clauses 5.1 (c) and 5.3)

Name of the Bidder	Financial Year	Profit after Tax	Loss after Tax
(1)	(2)	(3)	(4)

Signature of Chartered Accountant.....

Name of Chartered Accountant.....

Membership No. of ICAI.....

Deal and Seal.....

*The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for the **last five Consecutive financial years**.

The financial statements shall:

- reflect the financial situation of the Bidder;
- be audited by a statutory auditor;
- be complete, including all notes to the financial statements; and
- Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Appendix B5-C - Financial Capacity of the Bidder

Form for Certificate of Net Worth from Chartered Accountant

(Refer Clauses 5.1 (c) and 5.3)

“ It is to certify that as per the audited balance sheet and Profit & loss account during the financial year 2019-20, the Net Worth of M/s.....(Name & Address of Individual/firm/Company), as on (The relevant date) is Rs.....after considering all liabilities. It is further certified that the net worth of the company has not eroded by more than 30% in the last three years ending on(the relevant date)”.

Signature of Chartered Accountant.....

Name of Chartered Accountant.....

Membership No. of ICAI.....

Date and Seal

Appendix B 6

Form for Power of Attorney for signing of Bid

(To be executed on Stamp Paper of INR 100 (INR Hundred) or of appropriate value)

Know all men by these presents, We,(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms (Name), Son/Daughter/Wife ofand presently residing at, who is presently employed with us/ and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project- Setting up of an automated dry waste processing facility of capacity 200 TPD for SDMC (the "Authority") on PPP basis at Tehkhand, New Delhi including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement

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

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

For.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

Notarized

Appendix C

Parameters of Technical Proposal

(Refer Clause 6.1)

The bidder shall submit a technical proposal setting out the approach to the Project. The technical Bid should comply with the Construction Requirements and O&M Requirements as set out in the draft Concession Agreement. The design and approach for implementing the project shall also be compliance with SWM Rule 2016 and latest NGT orders with amendments if any. The plant shall be design with proven technology, with suitable measure to taken care for dust, odour in the design stage itself.

The technical proposal shall set out the following components:

- a) Methodology Statement.
- b) Level of Automation Statement.
- c) Land Utilization Statement.
- d) Operations & Maintenance Scheme.
- e) Project Schedule.
- f) Environment, Health & Safety Policy and Practice.
- g) Reject Management.

Scheme of Marking

Sl No.	Criteria	Parameters	Weightage
1.	Methodology Statement	<p>The bidder shall submit the Methodology statement Covering the following :</p> <ul style="list-style-type: none"> • Appreciation of the Project • Project Sequencing • Facilities to be provided • Process flowchart • Material balance statement • Supporting calculations and Assumptions • Type of technology, capacity, nos. etc. <p>(for ratings satisfactory- 60% marks. Very Good- 80% & Outstanding-100% marks)</p>	20
2.	Level of Automation Statement	<p>The bidders shall submit the details of Electro mechanical machinery its specification and capacity which shall be deployed during operation. The proposed machinery shall be in consonance with the Process</p>	30

		<p>Flow Chart provided.</p> <p>Note : 1. For getting minimum qualifying 60% marks, the bidders should propose to deploy minimum nos of each type of electromechanical machineries as set in clause 3.2.3. and 100% marks If the bidder proposes to deploy a total nos. electromechanical equipments 10% or more nos. of than the minimum requirement i.e. 11 or more.</p>	
3.	Land Utilization Statement	<p>The bidder must submit the schematic drawing of the plant incorporating the following :</p> <ul style="list-style-type: none"> • Overall LayoutPlan • Mandatory facilities placement • Support Facilities placement • Plant Aesthetics. <p>Note:</p> <p>1. If the total area requirement is 2 Acre and it fits into the shape of land proposed by SDMC, the bidder will get 60% marks.</p> <p>2. If the total area requirement is lesser by 10% or more than 2 Acre i.e. 1.8 Acre or less and it fits into the shape of land proposed by SDMC, the bidder will get 100% marks.</p>	10
4.	Operations and Maintenance Scheme	<ul style="list-style-type: none"> • Overall O&M Scheme • Regular Maintenance Plans • Emergency Maintenance Procedure <p>(for ratings satisfactory-60% marks. Very Good-80% & Outstanding-100% marks)</p>	10
5.	Project Schedule	<ul style="list-style-type: none"> • Planning, Approval, Construction Activities Sequencing • O&MSchedule • Reporting and feedback Timelines <p>(for ratings satisfactory-60% marks. Very Good-80% & Outstanding-100% marks)</p>	10

6.	Environment , Health and Safety Policy and Practice	<ul style="list-style-type: none"> • Environment Management Policy • Health Practices • Safety Related Issues • IEC activities (for ratings satisfactory- 60% marks. Very Good- 80% & Outstanding-100% marks)	10
7.	Reject Management	<ul style="list-style-type: none"> • Material Balance for rejects • Equipment details used for utilization of rejects Note: 1. For getting minimum qualifying 60% marks, the bidders should not propose rejects more than 20% of the total input waste. If the reject is less than 18%, the bidder will get 100% marks.	10

Appendix C1

Form for Proposed Machines for the Waste Processing Plant

S.No.	Category	Electro Mechanical Equipment	Capacity as proposed to be provided by the bidder	Nos. of the machineries
1	Screening Equipment	Trommel		
2		Vibro Screen		
3	Size/Shape Separator	Ballistic Separator		
4		Air Sorter		
5	Ferrous/ Non-ferrous metal separator	Magnetic Separator		
6		Eddie Current Separator		
7	Conveyor Belts (Chain/ Belt/ etc.)	Chain Conveyer		
8		Belt Conveyor		
9	Sorting Platform	Sorting Platform, Legs, Chutes And similar fabrication work		
10	Bailer	Bailing Machine		
Total				
11	Miscellaneous Equipment	Air Compressor		
		Electric Panel		
		Electrical Connection & Wiring		
		Fire Fighting System,		
		Dust Collection System		
		CCTV.		
		Weighbridge		

